

**AGENDA – WORKSHOP OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, TO BE HELD ON MONDAY, DECEMBER 12, 2011, AT 7:30 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.**

**I. CALL TO ORDER**

**II. PURPOSE OF THE WORKSHOP:**

- 1. CONSIDERATION AND POSSIBLE ACTION – FINANCIAL SNAPSHOT – FISCAL YEAR 2011.** *Ms Claire Bogard, Director of Finance.*
- 2. COUNCIL INPUT AND DISCUSSION:** REGARDING DESTINATION MARKETING ORGANIZATION AND FUNDING STRUCTURE. *Mr. Bill Eisen, City Manager.*
- 3. COUNCIL INPUT AND DISCUSSION:** REGARDING REPORT ON ALL CURRENT PROJECTS. *Mr. Trent Epperson, Project Director.*

**III. ADJOURNMENT**

This site is accessible to disabled individuals. For special assistance, please call Young Lorfing at 281-652-1840 prior to the meeting so that appropriate arrangements can be made.

# Workshop Item No. 1

1. **CONSIDERATION AND POSSIBLE ACTION – FINANCIAL SNAPSHOT**  
– FISCAL YEAR 2011. *Ms Claire Bogard, Director of Finance.*

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF: 12/12/2011</b>	<b>ITEM NO.: Workshop No. 1</b>
<b>DATE SUBMITTED: 11/30/2011</b>	<b>DEPARTMENT OF ORIGIN: Finance</b>
<b>PREPARED BY: June Ellis</b>	<b>PRESENTOR: Claire Bogard</b>
<b>REVIEWED BY: Bill Eisen</b>	<b>REVIEW DATE: 12/05/11</b>
<b>SUBJECT: Workshop – Financial Snapshot – Fiscal Year 2011</b>	
<b>EXHIBITS: Powerpoint Presentation</b>	
<b>EXPENDITURE REQUIRED: N/A</b> <b>AMOUNT AVAILABLE: N/A</b> <b>ACCOUNT NO.: N/A</b>	<b>AMOUNT BUDGETED: N/A</b> <b>PROJECT NO.: N/A</b>
<b>ADDITIONAL APPROPRIATION REQUIRED: N/A</b> <b>ACCOUNT NO.: N/A</b> <b>PROJECT NO.: N/A</b>	
<b>To be completed by Department:</b>	
<input type="checkbox"/> <b>Finance</b> <input type="checkbox"/> <b>Legal</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Resolution</b>	

**EXECUTIVE SUMMARY**

One of City Council Strategic Priorities in the Finance area was to: Communicate through regular “State of Finances Snapshot” workshop to update City Council/Citizens within context of current economic environment.

This “Finance Snapshot” workshop presentation will focus on fiscal year 2011, how the City ended the year, review of key economic indicators through the end of the fiscal year, status of grants since the last quarter, warrant update, and major capital projects. It will include a review of financial activity for the Debt Service Fund, General Fund, Water & Sewer Fund, PEDC, and Hotel/Motel Fund.

**RECOMMENDED ACTION**

Receive presentation on Fiscal Year 2011 Financial Snapshot.

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# **CITY OF PEARLAND**

## **State of Finances Snapshot FY2010-2011**

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For the year ending September 30, 2011, Unaudited

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# MAJOR FUND SUMMARIES

- DEBT SERVICE FUND
- GENERAL FUND
- WATER & SEWER FUND
- PEDC FUND
- HOTEL OCCUPANCY TAX FUND

# DEBT SERVICE FUND – FUND BALANCE

	<u>Budget</u>	<u>Actual</u>
Revenue	\$25,426,810	\$25,583,778
Expenditure	\$27,121,131	\$27,104,071
Change in FB	(1,694,321)	(1,520,292)
Ending FB	\$5,011,367	\$5,185,396
Policy over 10%		\$2,544,083
Over Policy		\$2,641,313

# GENERAL FUND SUMMARY - REVENUES

REVENUES	FY 2011 BUDGET	FY 2011 ACTUAL- TO-DATE	FY 2011 % OF BUDGET	FY 2011 % TO TOTAL	FY 2010 ACTUAL- TO-DATE
Property Tax	\$10,793,354	\$10,881,398	100.8%	22%	\$11,115,823
Sales & Use Tax	\$13,237,205	\$13,304,022	100.5%	26%	\$13,082,134
Franchise Fees	\$5,316,353	\$5,528,203	104.0%	11%	\$5,305,970
Licenses & Permits	\$1,758,736	\$1,720,856	97.8%	3%	\$1,806,693
Fines & Forfeitures	\$2,689,500	\$2,714,216	100.9%	5%	\$2,310,041
Charges for Services	\$10,633,809	\$10,892,364	102.4%	22%	\$9,229,642
Miscellaneous	\$736,145	\$832,336	113.1%	2%	\$811,802
Sub-Total	\$45,165,102	\$45,873,395	101.6%		\$43,662,105
Transfers In	\$3,057,499	\$3,054,072	99.9%	6%	\$3,046,904
Other Financing Sources	\$1,288,891	\$1,288,891	100.0%	3%	\$2,050,000
<b>TOTAL REVENUE</b>	<b>\$49,511,492</b>	<b>\$50,216,358</b>	<b>101.4%</b>	<b>100%</b>	<b>\$48,759,009</b>

- Total revenues exceed budget by \$704,866 and are 101.4% of budget. Operating revenues are \$708,293 , or 1.6%, over budget and 5.1%, or \$2.2 million, greater than last year.
- Property Taxes – Projected a 98.9% collection rate. 99.2% collected for current taxes for FY 2011. Last year’s collection rate was 99.0%.
- Sales Taxes – 100.5% collected. 1.7% higher than last year. Mixed Drinks Sales Tax 3.5% higher than last year.
- Licenses & Permits – Below budget by \$37,880. Reflects reduced residential and commercial valuation. Value of SF \$131.1M vs. \$143.0M last year. Value of Commercial \$23.9M vs. \$29.4M last year. Anticipated 744 SF permits; actual 684.
- Fines and Forfeitures – Exceed budget by .9%, or \$24,716. Total number of charges are 6.9%, or 1,712 charges, higher than last year.
- Charges for Services – 102.4% of budget. Membership revenue for Rec. Center/Natatorium 102.6% of budget. Opened August 2010. Last year \$40,477 collected through September 30. This year \$868,070 through same timeframe.
- Miscellaneous – 113.1% of budget due to higher recycle revenue due to increase in customers, higher interest income over budget, and accrual of HR Ike reimbursement from FEMA higher than anticipated.

# GENERAL FUND SUMMARY- EXPENDITURES

EXPENDITURES	FY 2011 BUDGET	FY 2011 ACTUAL-TO-DATE	FY 2011 % OF BUDGET	FY 2011 % TO TOTAL	FY 2010 ACTUAL-TO-DATE
General Government	\$7,870,798	\$7,441,385	94.5%	15%	\$7,611,301
Public Safety	\$24,457,029	\$23,710,776	96.9%	49%	\$23,075,510
Community Services	\$3,144,828	\$3,028,719	96.3%	6%	\$3,635,087
Public Works	\$6,889,642	\$6,441,506	93.5%	13%	\$6,993,456
Parks & Recreation	\$7,470,711	\$7,146,950	95.7%	15%	\$6,019,086
Total Operating Expenditures	\$49,833,008	\$47,769,336	95.9%		\$47,334,440
Transfers Out	\$845,906	\$800,135	94.6%	2%	\$727,012
<b>TOTAL EXPENDITURES</b>	<b>\$50,678,914</b>	<b>\$48,569,471</b>	<b>95.8%</b>	<b>100%</b>	<b>\$48,061,452</b>

- Expenditures are \$2,109,443 below budget before carryovers. Personnel: \$325,899. O&M: \$1,396,268. Transfers: \$45,771. Capital: \$341,505.
- General Government – Includes \$150K for Park-n-Ride road improvements and \$55K for Sub-Regional Plan to carry over to FY2012.
- Public Safety – Below budget by \$746,253. Personnel savings of \$181K. FY 2011 includes \$532K for one Fire pumper. At year-end there were 4 police officer vacancies.
- Public Works – Below budget by \$448K. Total of \$121K for street rehab and \$106K for sidewalks to be carried over to FY2012. FY2010 includes purchase of a Gradall, O'Day Road drainage improvements and Regional Detention Study.
- Parks & Recreation – Reflects full year operation of new Recreation Center/Natatorium. Opened August 2010. Personnel savings of \$91K.

# GENERAL FUND – FUND BALANCE

■ Beginning Fund Balance -	\$12,861,793
■ Adopted Ending Fund Balance -	\$ 9,818,720
■ Revised Ending Fund Balance -	\$11,694,371
■ Actual Ending Fund Balance* -	\$14,508,680
□ Fund Balance over Revised Budget	\$2,814,309
□ Fund Balance over Reserve Policy**	\$6,670,230

\*Does not include expenditure carryover such as: Park-n-Ride road improvements, Sub-Regional Plan, Street rehab, Sidewalks, Fire pumper apparatus equipment, for example.

\*\*To be used for non-recurring type expenditures.

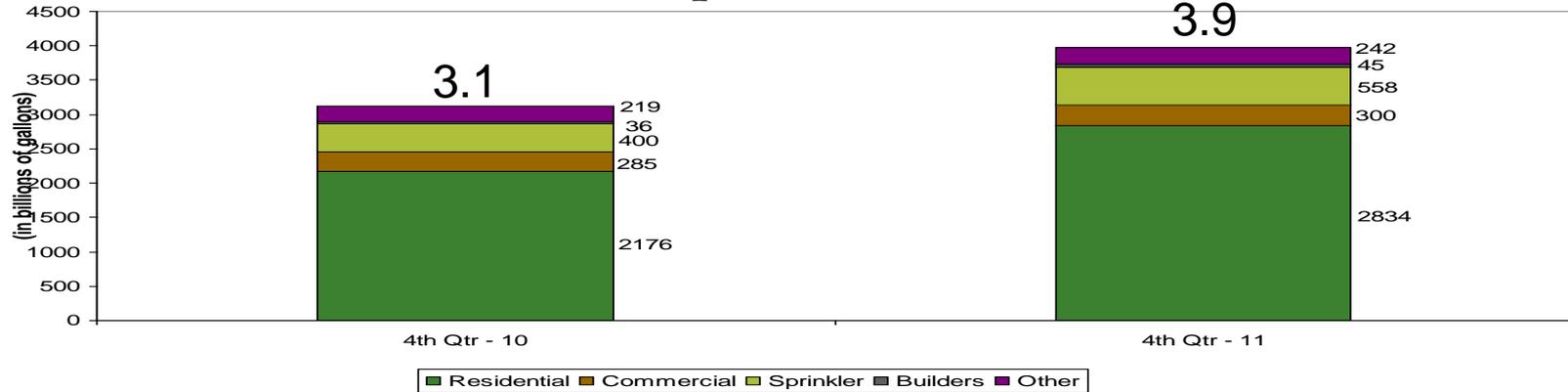
# WATER & SEWER FUND SUMMARY - REVENUES

REVENUES	FY 2011 BUDGET	FY 2011 ACTUAL- TO-DATE	FY 2011 % OF BUDGET	FY 2010 ACTUAL- TO-DATE
Sale of Water	\$15,975,922	\$16,647,999	104.2%	\$13,167,163
Sewer Revenues	\$10,411,533	\$10,445,564	100.3%	\$10,241,101
Other Service Charges	\$1,295,407	\$1,343,263	103.7%	\$1,341,229
Interest Income	\$41,597	\$58,869	141.5%	\$47,133
Other Misc. Income	\$180,538	\$215,224	40.7%	\$225,770
Grant	\$348,000	\$0	0%	\$0
Transfers In	\$2,473,892	\$2,473,892	100.0%	\$3,012,579
Bond / Lease Proceeds	\$152,800	\$152,800	100.0%	\$155,000
<b>TOTAL REVENUE</b>	<b>\$30,879,689</b>	<b>\$31,337,611</b>	<b>101.5%</b>	<b>\$28,189,975</b>

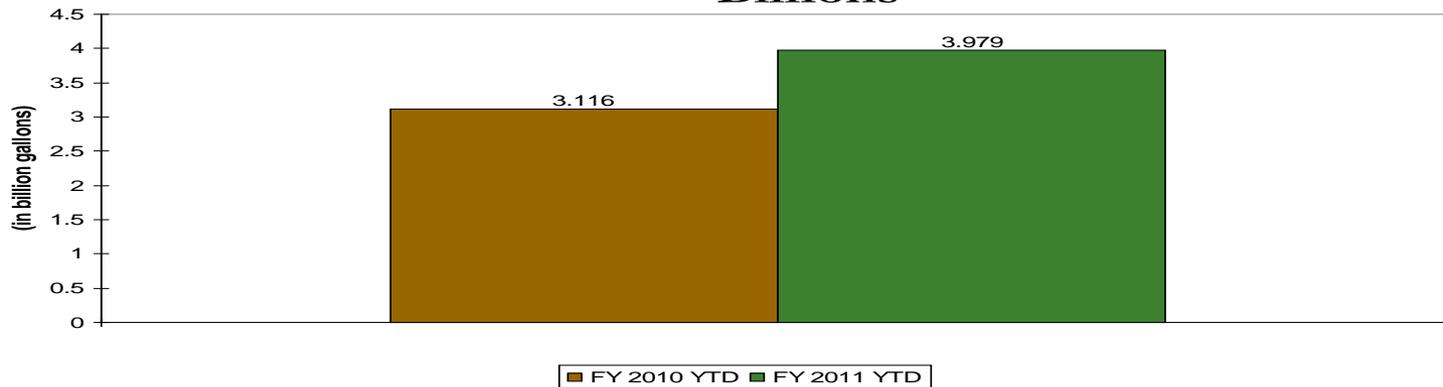
- Revenues over budget by \$458K. \$348K to be carried over for LS switches grant still in design phase; excluding grant proceeds, revenues exceed budget by \$806K.
- Water and Sewer charges make up 86% of total revenues and exceed budget by \$706K, and last year by \$3.7 million due to drought. Gallons billed - 4.0 billion vs. 3.1 billion last year. 33 fewer inches of rainfall than last year.
- Grant – Budget of \$348,000 for lift station switches; to be carried over to FY2012.
- Bond/Lease Proceeds – Generators purchased through lease financing.

# WATER CONSUMPTION

**Fourth Quarter - FY 2010 & FY 2011 Water Consumption- in Billions**

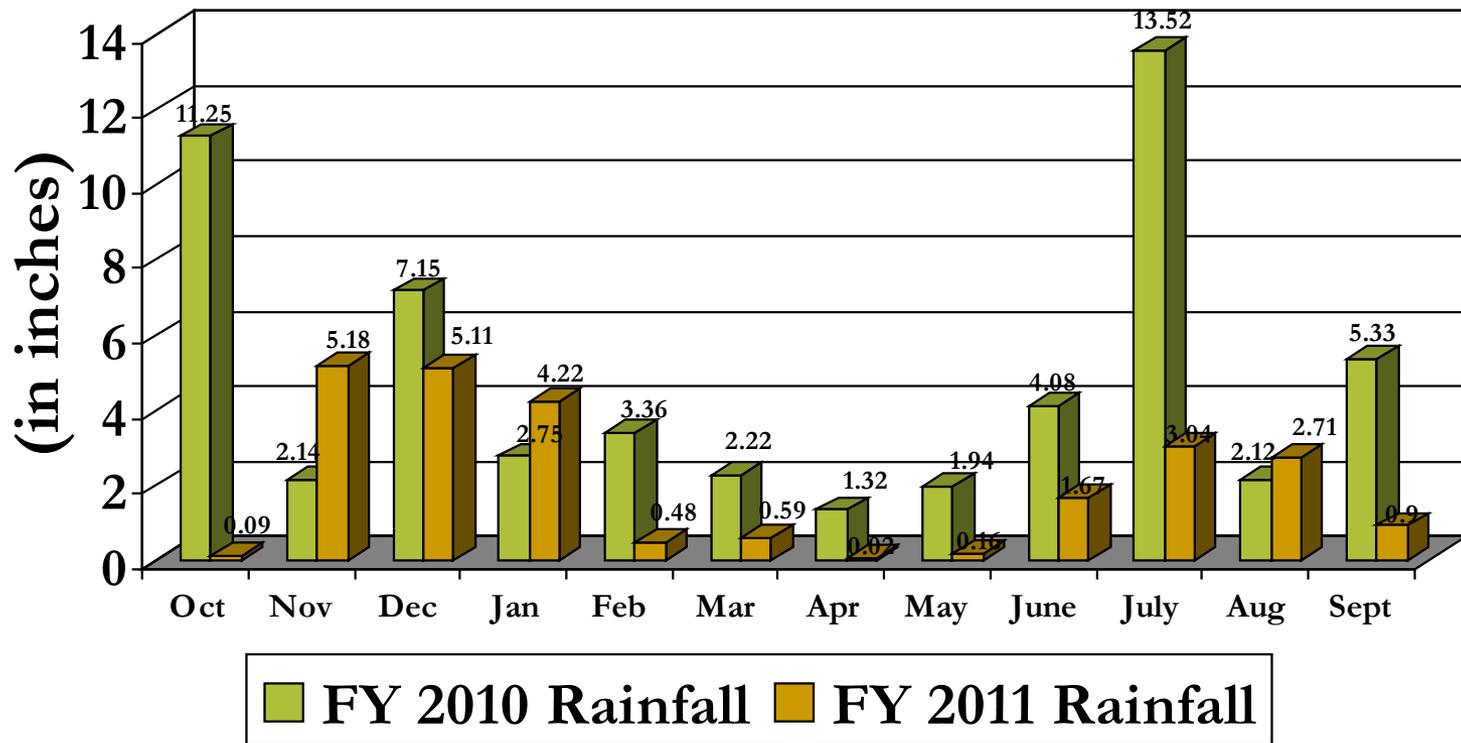


**FY 2010 & FY 2011 YTD Total Water Consumption-in Billions**



# RAINFALL COMPARISON

## FY 2010 and FY 2011 Rainfall



2010 Total – 57.2 inches

2011 Total – 24.2 inches

# WATER & SEWER FUND SUMMARY - EXPENSES

EXPENSES	FY 2011 BUDGET	FY 2011 ACTUAL-TO-DATE	FY 2011 % OF BUDGET	FY 2011 % TO TOTAL	FY 2010 ACTUAL-TO-DATE
Lift Stations	\$1,342,513	\$891,288	66.4%	3%	\$807,425
Wastewater Treatment	\$3,743,086	\$3,454,268	92.3%	12%	\$3,198,507
Water Production	\$6,288,690	\$5,899,534	93.8%	20%	\$4,400,883
Distribution & Collection	\$1,936,744	\$1,836,657	94.8%	6%	\$1,757,723
Construction	\$1,042,889	\$1,037,770	99.5%	3%	\$850,625
GIS	\$152,140	\$141,263	92.9%	0%	\$0
W&S Revenue Collections	\$2,149,570	\$1,927,052	89.6%	7%	\$1,822,398
Sub Total	\$16,655,632	\$15,187,832	91.2%		\$12,837,561
Other Requirements	\$9,765,976	\$9,765,026	100.0%	33%	\$9,724,113
Transfers	\$4,688,595	\$4,688,594	100.0%	16%	\$3,598,471
<b>TOTAL EXPENSES</b>	<b>\$31,110,203</b>	<b>\$29,641,452</b>	<b>95.3%</b>	<b>100%</b>	<b>\$26,160,145</b>

- Total expenses – \$1.5 million below budget and \$3.5 million greater than last year. Personnel costs \$4,601,378 (15%), Operations \$10,128,555 (34%), Capital \$457,898 (2%), Transfers \$4,688,595 (16%), Debt Service \$9,491,484 (32%), Other \$273,542 (1%).
- Lift Stations – Budget includes \$348K for LS switches still in design phase. Amount will be carried over.
- Water Production – Increase of \$1.5 million over last year, mainly due to purchase of water and chemicals due to drought.
- Construction – Includes the purchase of an excavator in FY2011.

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# WATER & SEWER – CASH EQUIVALENTS BALANCE

- Beginning Cash Equivalents - \$12,040,783
- Projected Ending Cash Equivalents - \$11,810,269
- Ending Cash Equivalents - \$13,736,942
  - Over Projections \$ 1,926,673
  - Bond Coverage - 1.4 Est. 1.51+
  - Cash Reserve Ratio - 25% Est. 37%+
  - Increase in ending balance
    - After carryovers, can be used to fund debt service reserve requirement of \$363K for FY2012.

\*Ending fund balance does not factor any carryovers to FY2012 nor any additional year-end adjustments.

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# P.E.D.C. FUND SUMMARY - REVENUES

REVENUES	FY 2011 BUDGET	FY 2011 ACTUAL- TO-DATE	FY 2011 % OF BUDGET	FY 2010 ACTUAL- TO-DATE
Sales Tax	\$6,549,159	\$6,593,972	100.7%	\$6,493,220
Miscellaneous	\$455,004	\$460,193	101.1%	\$248,268
Interfund Transfer	\$197,330	\$197,330	100.0%	\$0
Bond Proceeds	\$0	\$0	0%	\$7,685,000
Interest	\$13,220	\$10,641	80.5%	\$16,964
<b>TOTAL REVENUE</b>	<b>\$7,214,713</b>	<b>\$7,262,136</b>	<b>100.7%</b>	<b>\$14,443,452</b>

- Total revenue exceeds budget by \$47,423 and is 100.7% of budget. Sales tax is \$44,813, or approximately 1%, higher than budget and \$101K higher than last year.
- Miscellaneous – Includes \$414K for twelve months of rent for the CSI facility. Also includes \$23,263 for pro-rata share from Beltway 8 Utility Impact Fees.
- Interfund Transfer – Funds transferred back to PEDC that were set aside in the Management District 1 Fund related to the Poag & McEwen development.
- Bond Proceeds – Received in FY2010 for CSI facility, including issuance costs and reserves.

# P.E.D.C. FUND SUMMARY - EXPENDITURES

EXPENDITURES	FY 2011 BUDGET	FY 2011 ACTUAL- TO-DATE	FY 2011 % OF BUDGET	FY 2010 ACTUAL- TO-DATE
Operating	\$1,390,004	\$1,220,640	87.8%	\$1,918,918
Capital	\$132,435	\$64,652	48.8%	\$3,245,956
Transfers	\$182,057	\$173,158	95.1%	\$439,634
Bond Payment	\$2,061,176	\$2,026,324	98.3%	\$1,570,030
Business Incentives	\$1,155,550	\$902,273	78.1%	\$1,885,344
<b>TOTAL EXPENDITURES</b>	<b>\$4,921,222</b>	<b>\$4,387,047</b>	<b>89.1%</b>	<b>\$9,059,882</b>

- Expenditures less than budget by \$534,175, and is 89.1% of budget. Excluding Business Incentives, expenditures are 92.5% of budget.
- Capital – In FY2010 included cost associated with the construction of the CSI facility.
- Business Incentives - \$300K to CSI, \$210K to Kemlon Products & Development, \$68K to Delta Rigging & Tools, \$60K to Office Condos at Reflection Bay, \$52K to Signature Eubanks, \$35K to Industrial Polymers, \$32K to Brask Neela and \$25K to Magtech.

# P.E.D.C. – INCENTIVES

## ■ Budgeted Amount for Business Incentives - \$1,065,550

<u>Current Incentives</u>	<u>Committed</u>	<u>Prior</u>	<u>FY 2011</u>	<u>Balance</u>
Magtech	\$135K	\$110K	\$25K	\$0K
CSI	\$6.4M	\$3.8M	\$300K	\$2.3M
SCR HH GP	\$300K	\$120K	\$60K	\$120K
Signature Eubanks & Assoc.*	\$137K	\$13,810	\$52K	\$0
Freese & Nichols	\$90K	\$0	\$0	\$90K
Altus Harbor	\$87,500	\$50K	\$0	\$37,500
Industrial Polymers*	\$40,877	\$0	\$35K	\$0
Brask/Neela, Inc.	\$150K	\$0	\$0	\$150K
Brask/Neela-Infrastructure	\$32K	\$0	\$32K	\$0
Delta Rigging	\$68,750	\$0	\$68,750	\$0
Kemlon	\$210K	\$0	\$210K	\$0
City of Pearland	\$8,100	\$0	\$8,100	\$0
OTS	\$76K	\$0	\$17K	\$59K
Turbo Care	\$105K	\$0	\$0	\$105K
Speedshore	\$79K	\$0	\$0	\$79K

\*No additional payments due

\$101K paid for Turbocare in October  
 \$66K for Speedshore paid in October  
 \$15K for Altus paid in November

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# PEDC – FUND BALANCE

■ Beginning Fund Balance -	\$6,365,067
□ Debt Service Reserve	(\$665,254)
■ Projected Ending Balance -	\$7,993,304
■ Ending Fund Balance -	\$8,574,902
□ Fund Balance over Budget -	\$581,688

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# HOTEL OCCUPANCY TAX FUND – FUND BALANCE

	<u>Budget</u>	<u>Actual</u>
Revenue	\$609,858	\$656,827
Expenditure	\$613,940	\$605,988
Change in FB	(4,082)	50,839
Ending FB	\$1,414,337	\$1,469,258

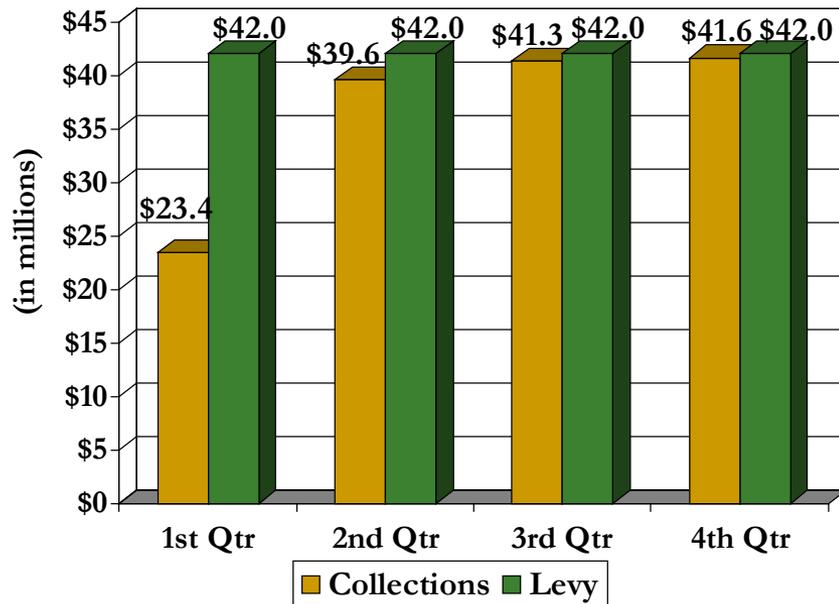
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# ECONOMIC INDICATORS

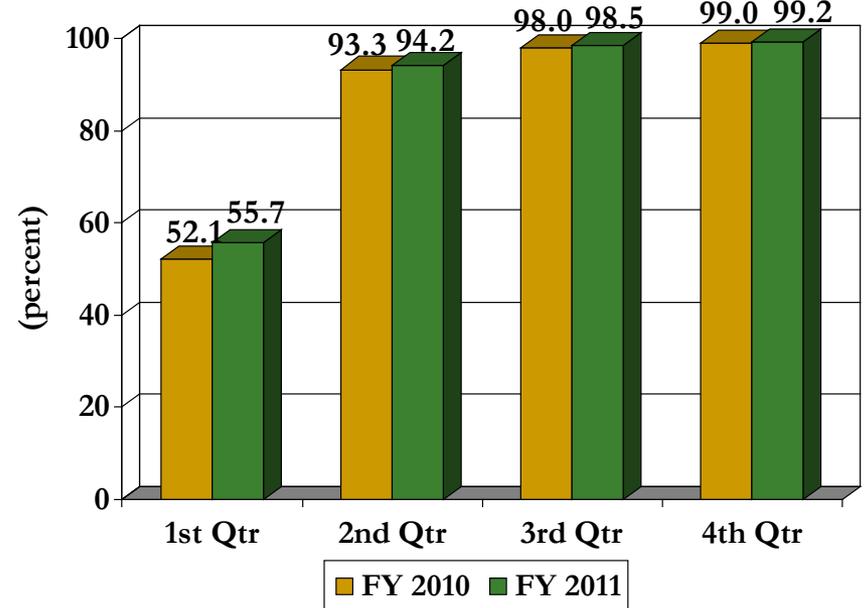
- PROPERTY TAX COLLECTION
- SALES TAX COLLECTION – MONTH-TO-MONTH
- SALES TAX – QUARTER-TO-DATE
- SINGLE FAMILY PERMITS
- COMMERCIAL PERMITS
- BUILDING PERMIT REVENUE
- HOT TAXES – BY QUARTER
- HOT TAXES – BY YEAR
- UNEMPLOYMENT RATE
- FORECLOSURE FILINGS

# PROPERTY TAX COLLECTIONS (Year-to-Date)

Amount Collected-Cumulative



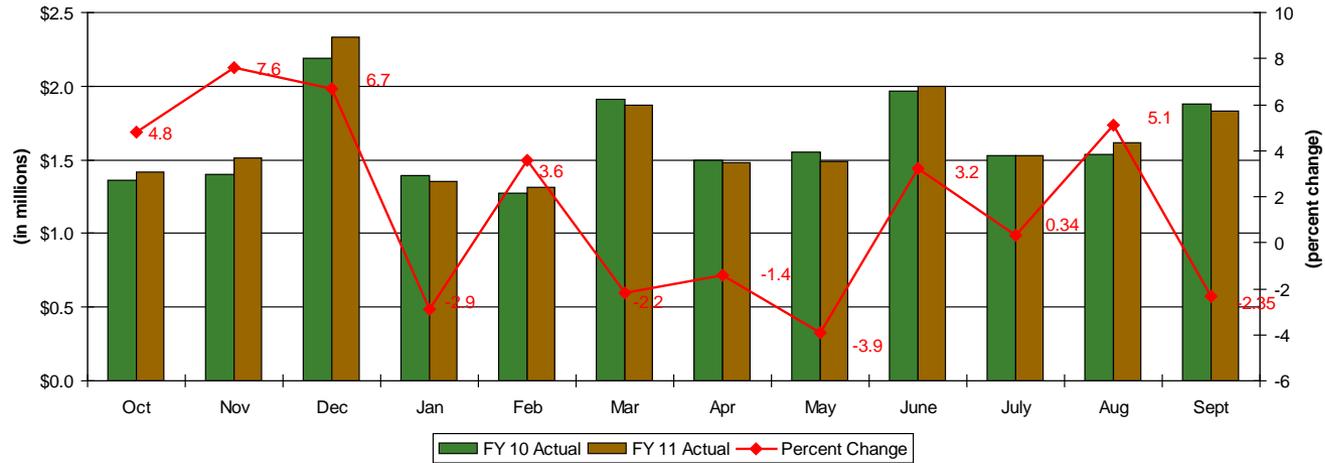
Percent Collected-Cumulative



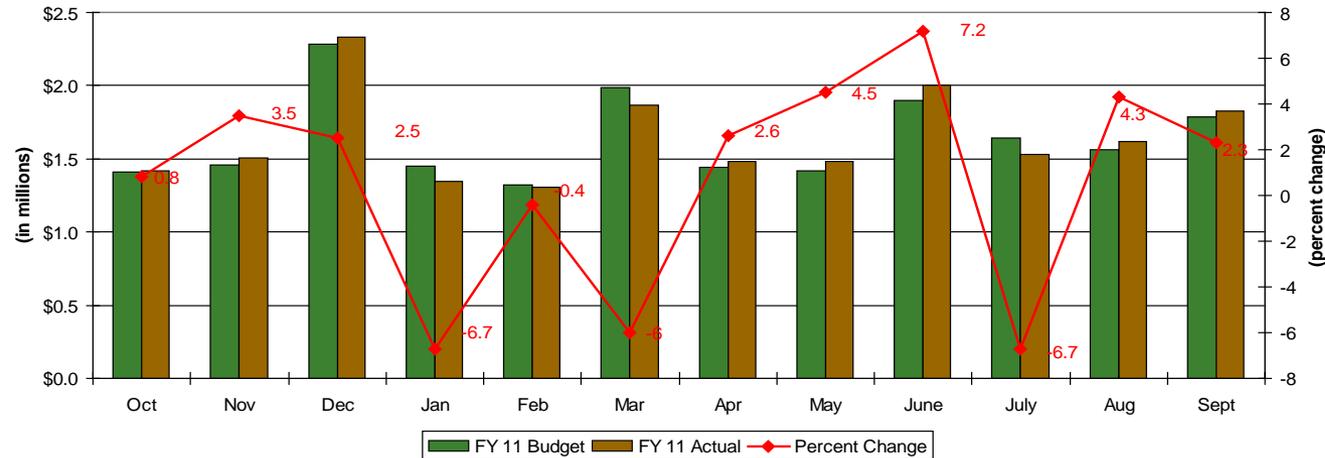
\*Percent collected based on 100% of Levy. Budgeted at 98.0%  
4<sup>th</sup> Quarter includes estimate for 60-day accrual for Oct. and Nov.

# SALES TAX

Sales Tax Actual-To-Actual and Percent Change

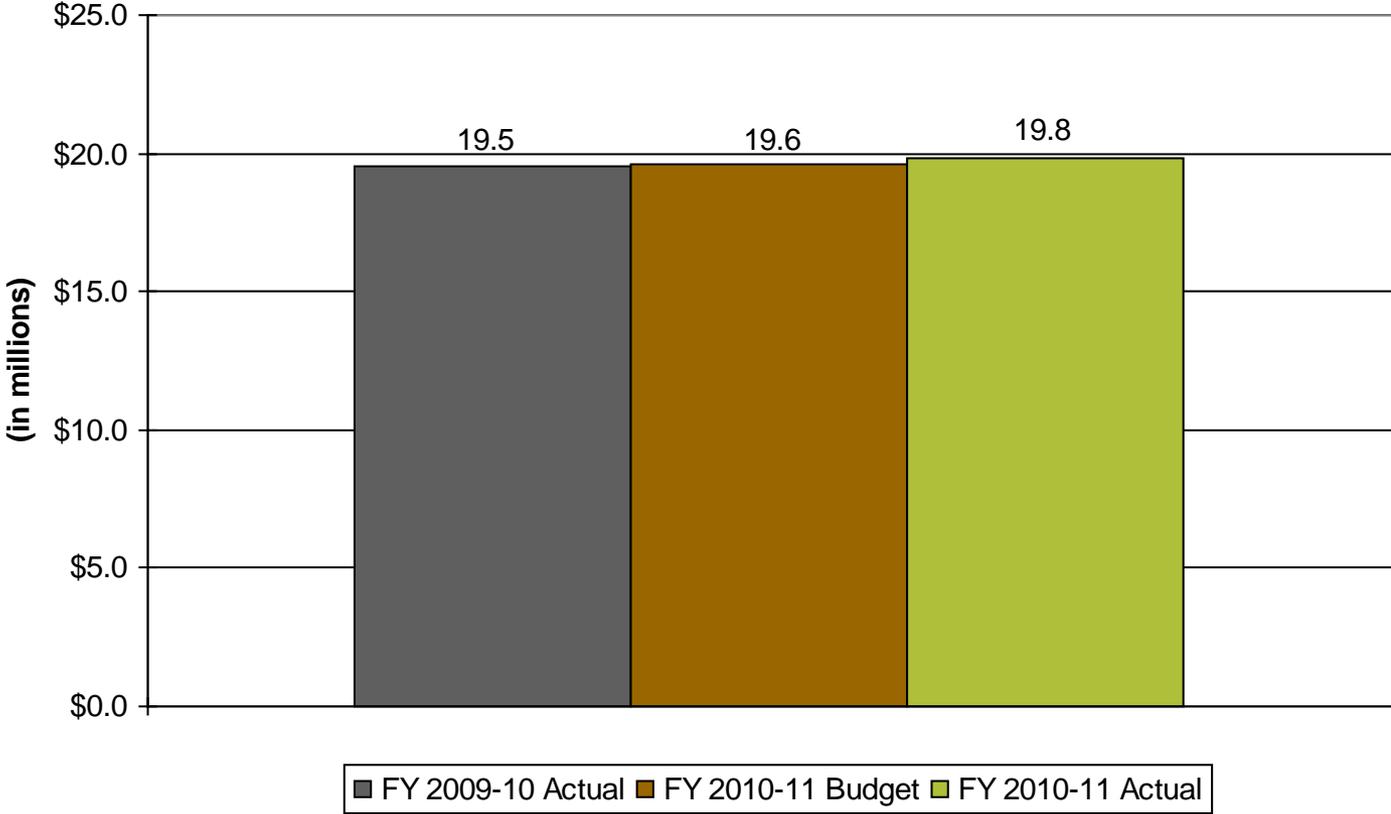


Sales Tax Budget-To-Actual and Percent Change



# SALES TAX

Total Sales Tax



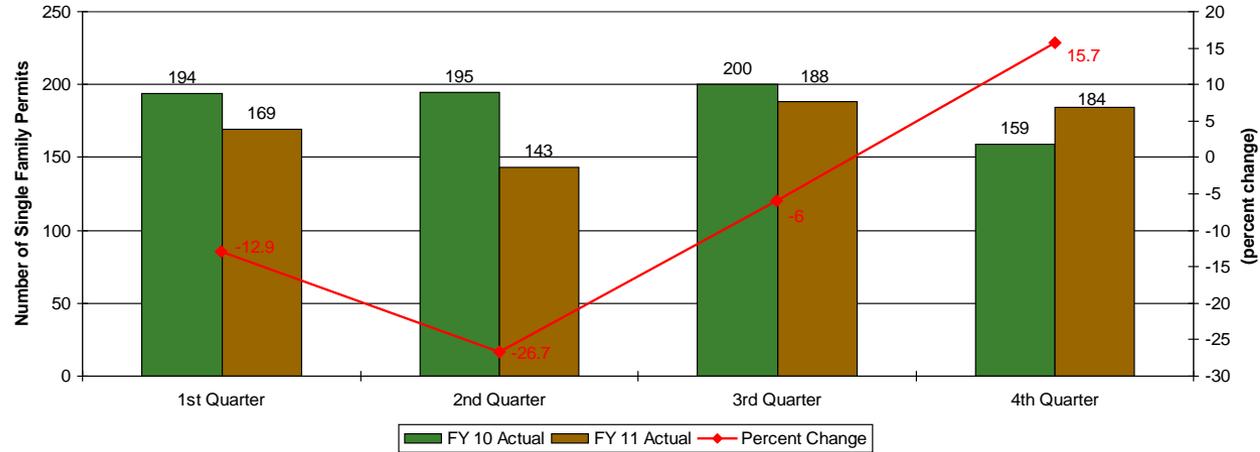
# SALES TAX COMPARISONS

CITY (tax rate)	NET PAYMENT FOR SEPT.	PRIOR YEAR FOR SEPT.	% CHANGE	2011 PAYMENT TO DATE*	2010 PAYMENT TO DATE*	% CHANGE
PEARLAND (1.5)	\$1,832,829	\$1,876,913	-2.34%	\$18,360,740	\$18,123,268	1.31%
PLANO (1.0)	\$5,975,185	\$6,164,279	-3.06%	\$58,783,079	\$54,670,532	7.52%
PASADENA (1.5)	\$2,260,094	\$2,139,292	5.64%	\$22,115,723	\$21,307,700	3.79%
SUGAR LAND (2.0)	\$3,853,061	\$3,437,056	12.10%	\$36,794,088	\$34,734,097	5.93%
ROUND ROCK (2.0)	\$5,221,152	\$5,056,968	3.24%	\$58,153,376	\$57,119,299	1.81%
COLLEGE STATION (1.5)	\$1,780,813	\$1,770,148	0.60%	\$17,448,889	\$16,750,263	4.17%
MCKINNEY (2.0)	\$3,143,117	\$3,116,960	0.83%	\$35,224,491	\$29,706,465	18.57%
FRISCO (2.0)	\$4,370,704	\$3,893,132	12.26%	\$40,783,392	\$37,376,676	9.11%
LEAGUE CITY (1.75)	\$1,211,221	\$1,163,536	4.09%	\$12,066,555	\$11,106,770	8.64%
BAYTOWN (1.25)	\$1,246,237	\$1,073,052	16.13%	\$11,479,997	\$11,019,066	4.18%
THE WOODLANDS (1.0)**	\$3,213,864	\$2,974,730	8.04%	\$31,394,039	\$28,590,658	9.81%

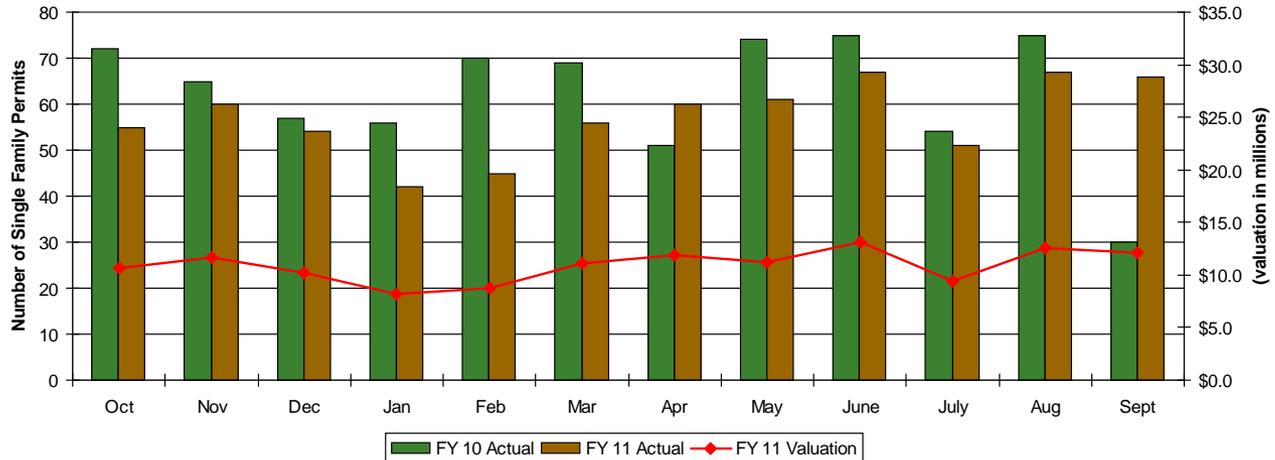
\*Calendar year (Jan. – Dec.)

\*\*The Woodlands is a special purpose district.

# SINGLE FAMILY PERMITS

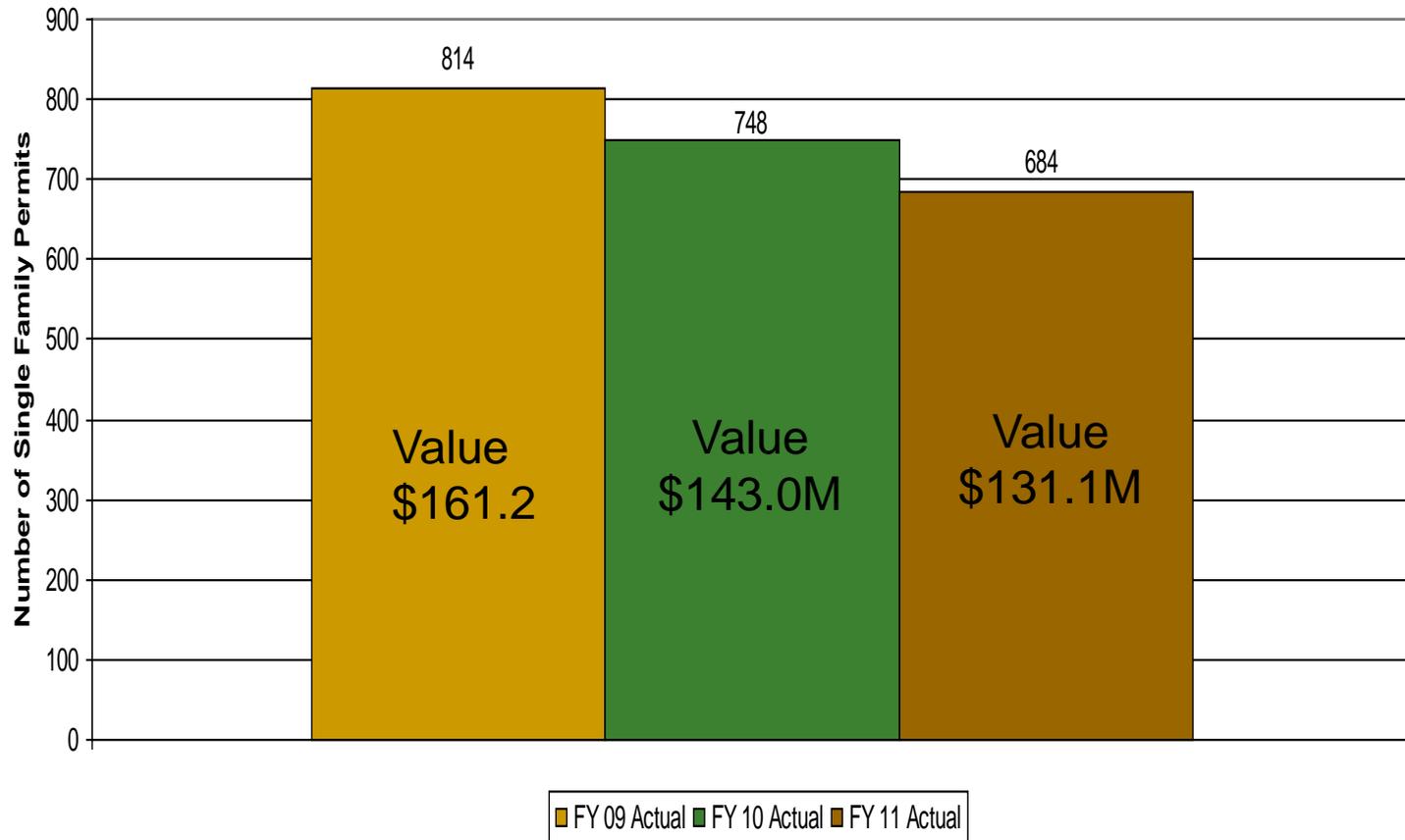


Single Family Permit and Valuation

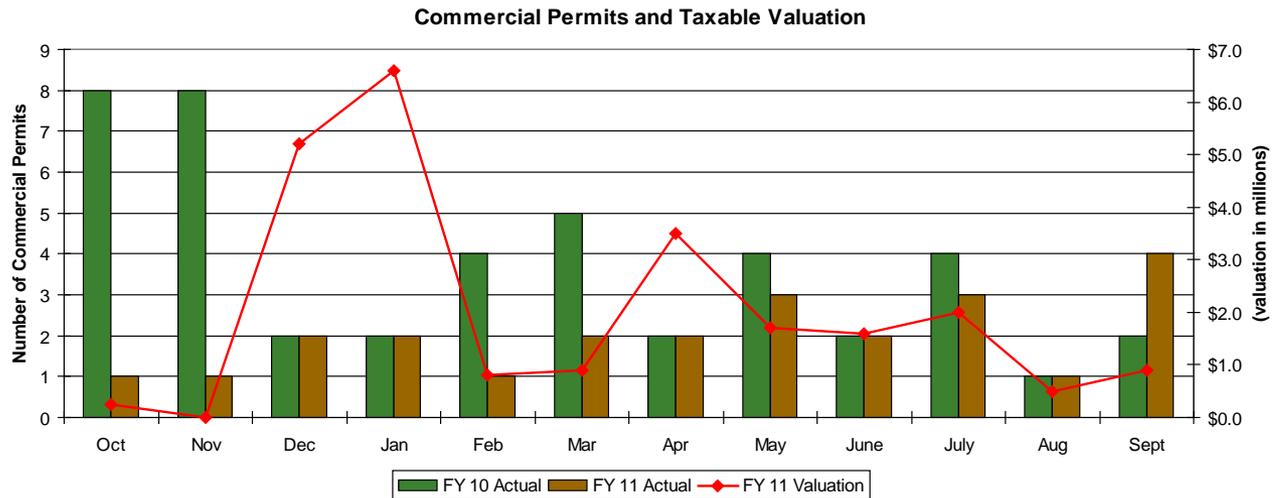
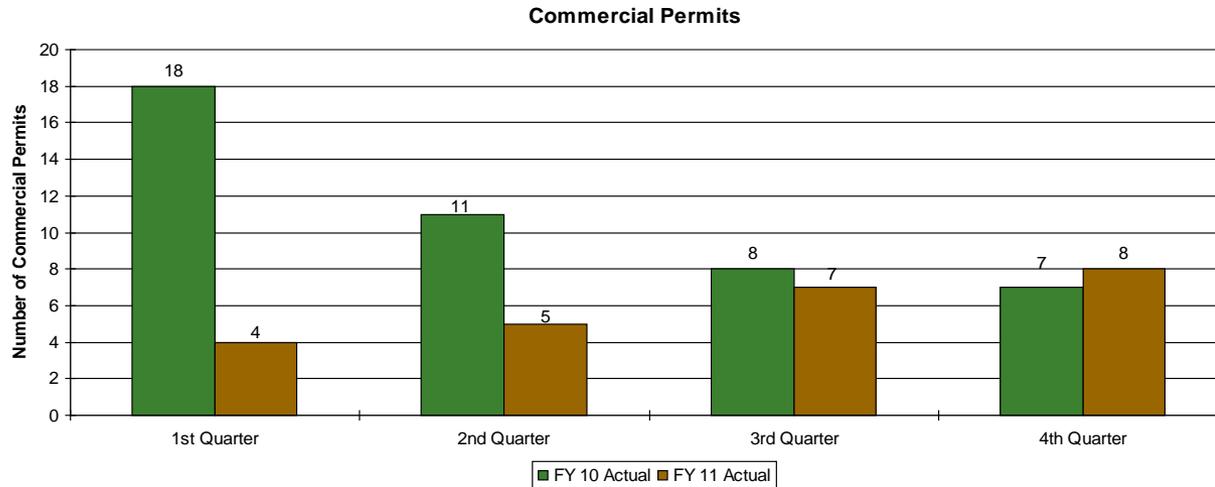


# SINGLE FAMILY PERMITS

Grand Total Comparison thru 4th Quarter



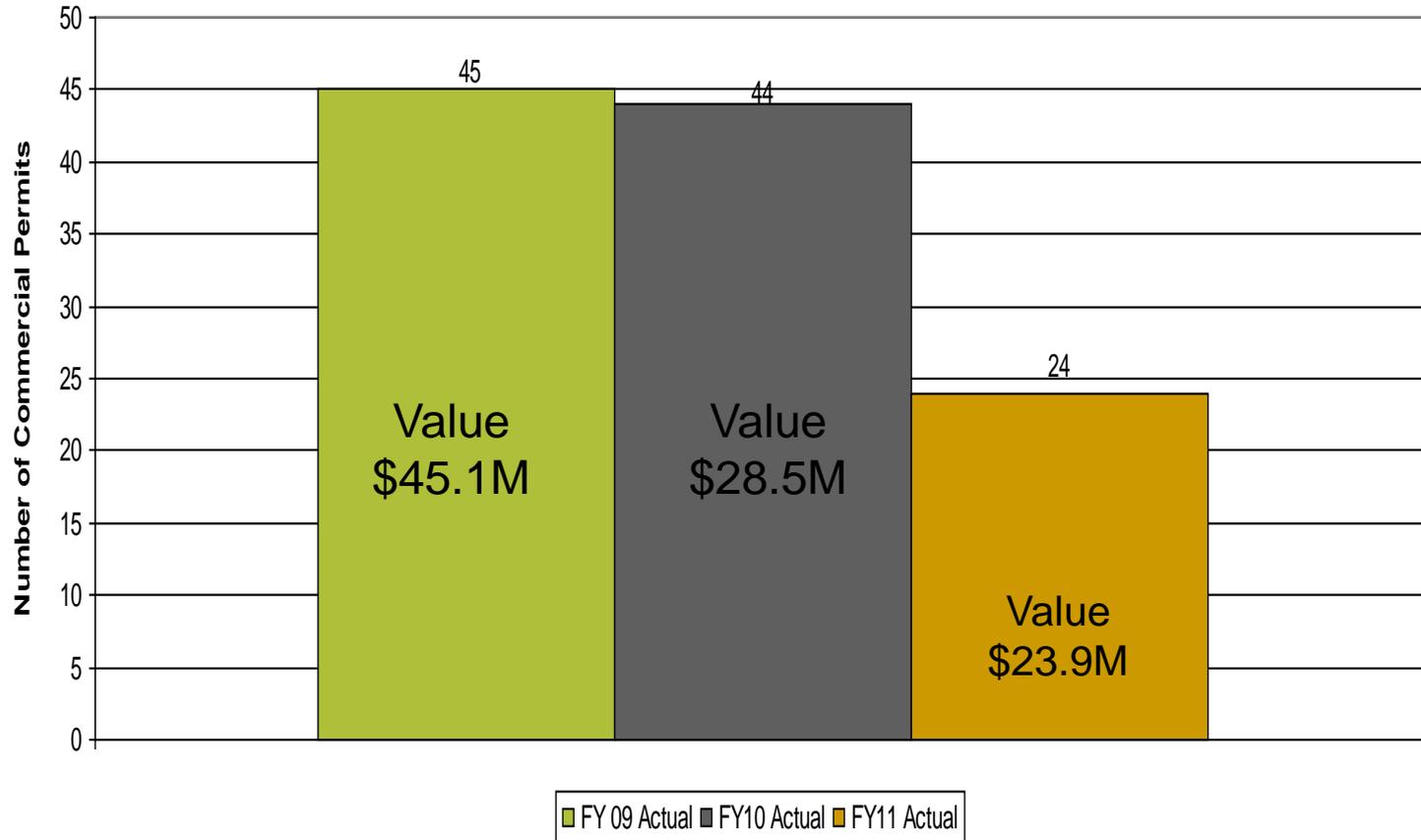
# COMMERCIAL PERMITS



\*Valuation and number exclude exempt properties, multi-family dwellings and apartment garages.

# COMMERCIAL PERMITS

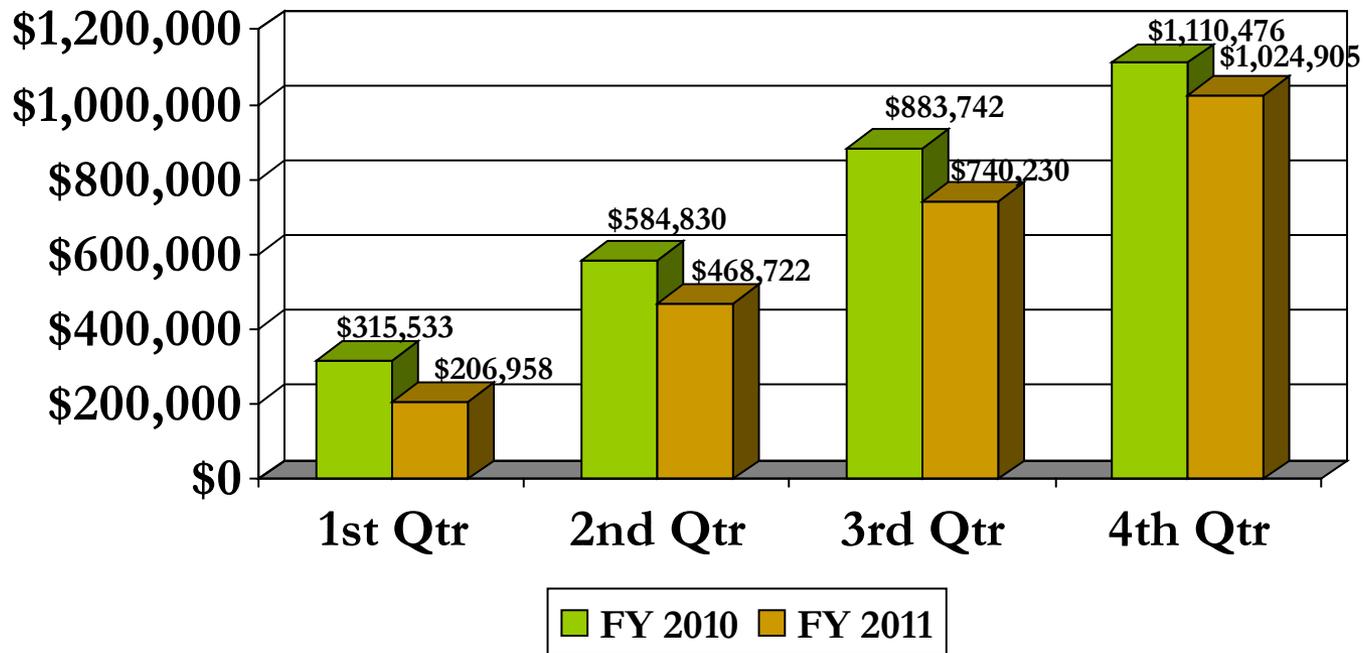
Grand Total Comparison thru 3rd Quarter



\*Valuation and number exclude exempt properties, multi-family dwellings and apartment garages.

# TOTAL BUILDING PERMIT AND BUILDING PLAN FEE REVENUE

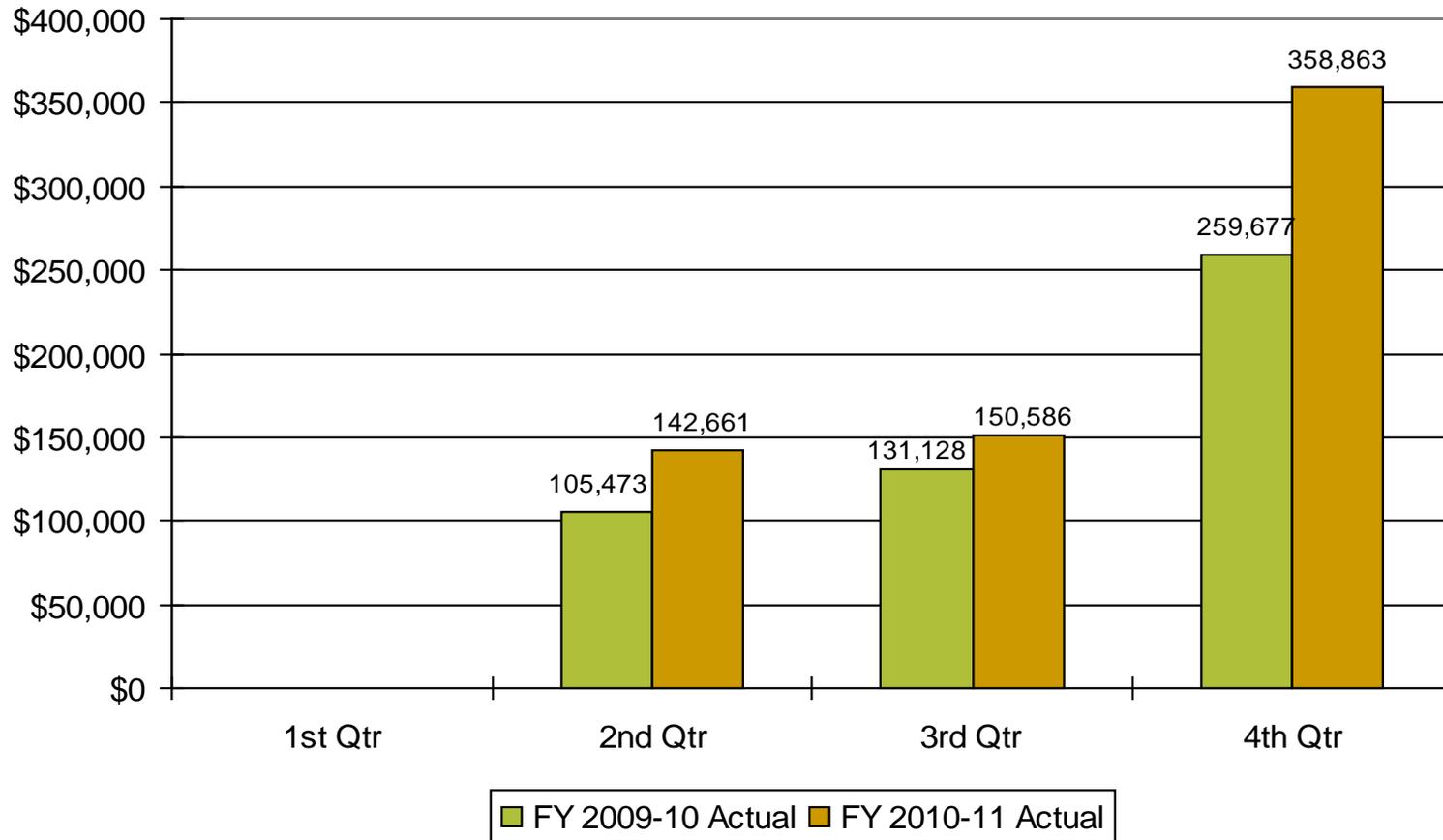
## Year-To-Date Actual



FY 2011 Original budget \$1,303,000  
FY 2011 Revised budget \$1,097,488

# HOT TAXES

## Quarterly Occupancy Tax\*

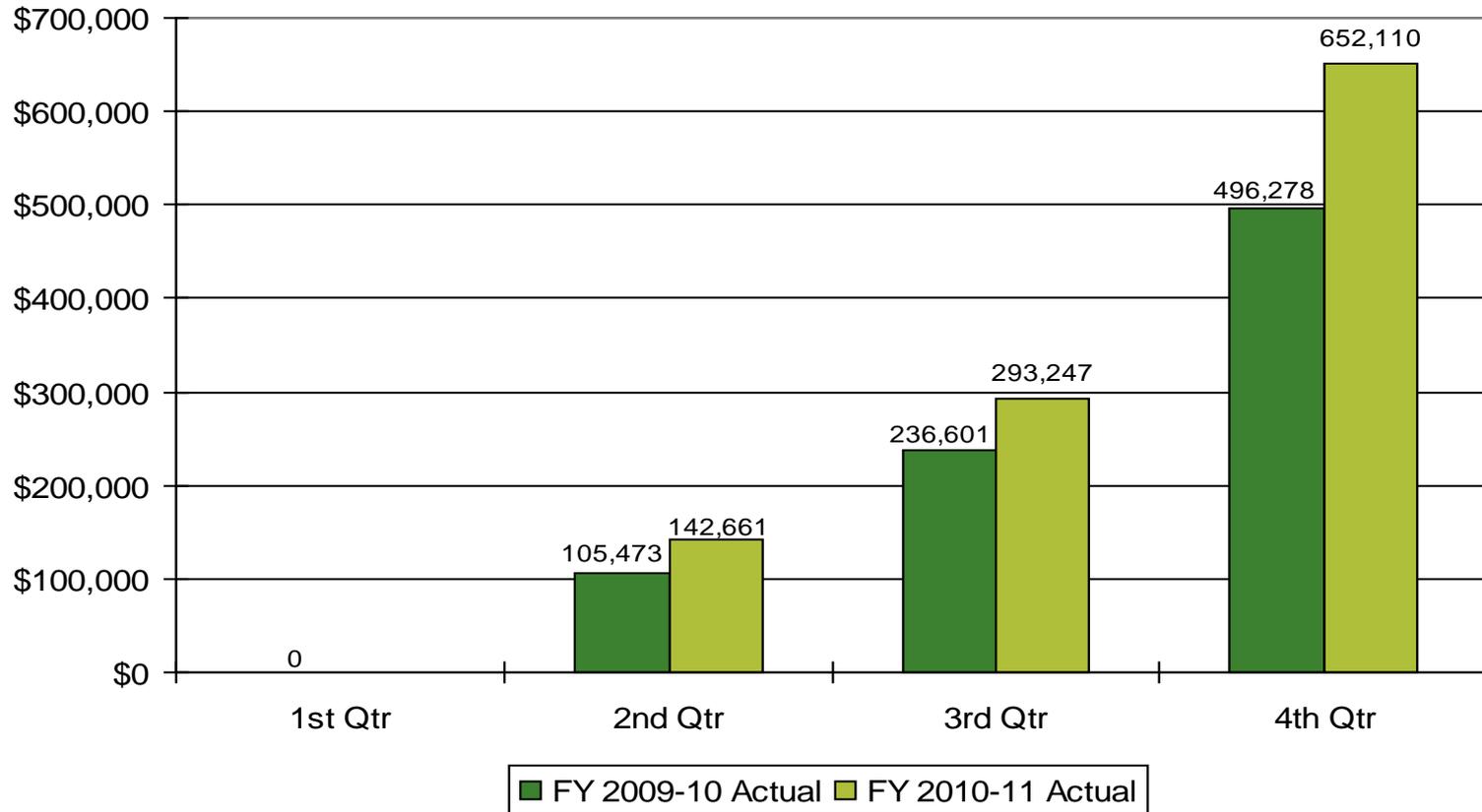


\*Reflects amount received each quarter.

Oct. thru Dec. collections is booked in the 2<sup>nd</sup> quarter. The 4<sup>th</sup> quarter will reflect two months of collections to capture four quarters of collections for the fiscal year.

# HOT TAXES

## Year-to-Date Occupancy Tax\*



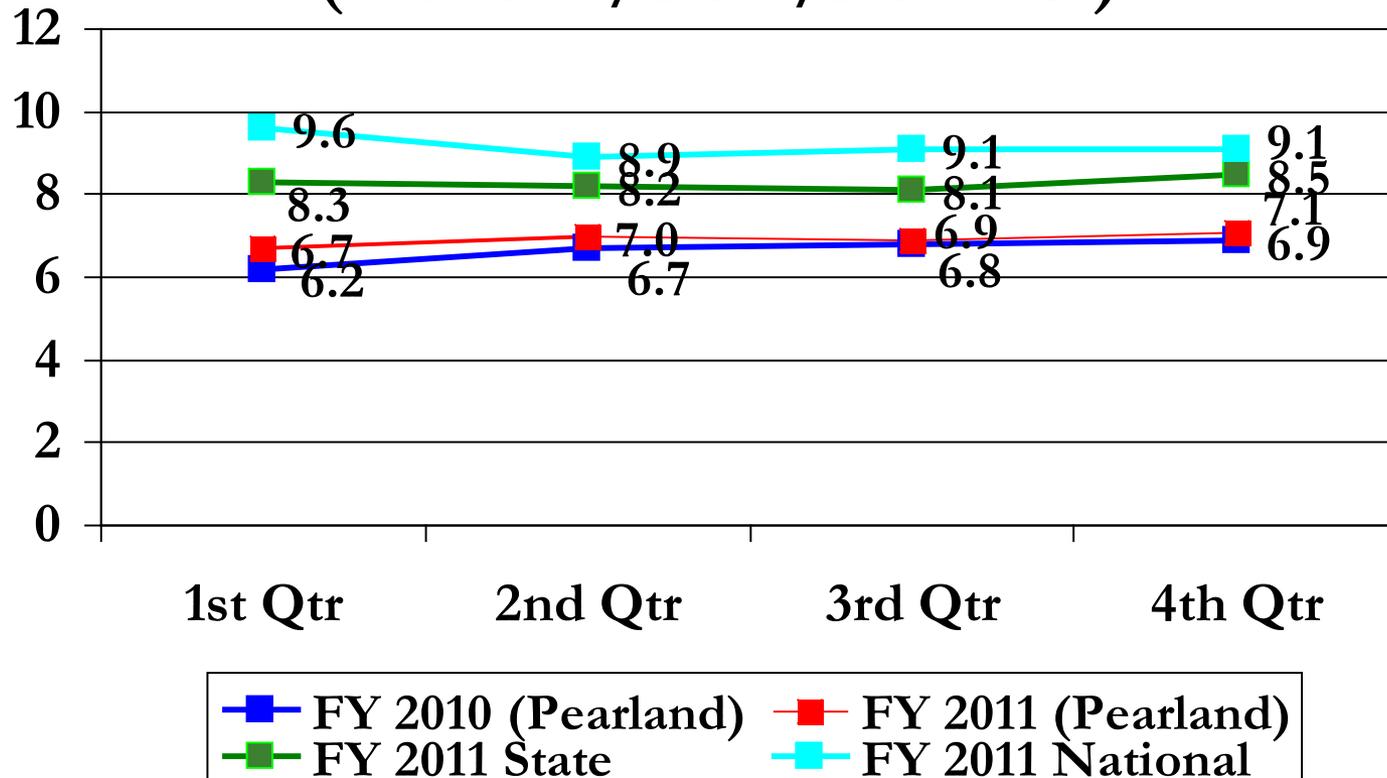
\*Reflects cumulative total thru 4<sup>th</sup> quarter.

Oct. thru Dec. collections is booked in the 2<sup>nd</sup> quarter. The 4<sup>th</sup> quarter will reflect two months of collections to capture four quarters of collections for the fiscal year.

# UNEMPLOYMENT RATE

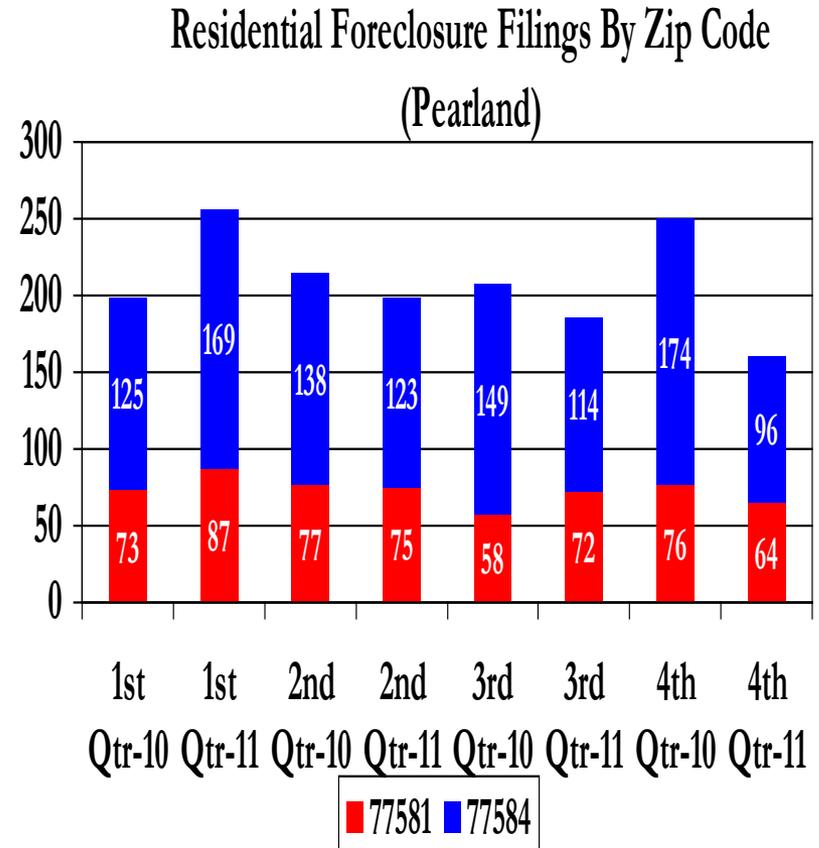
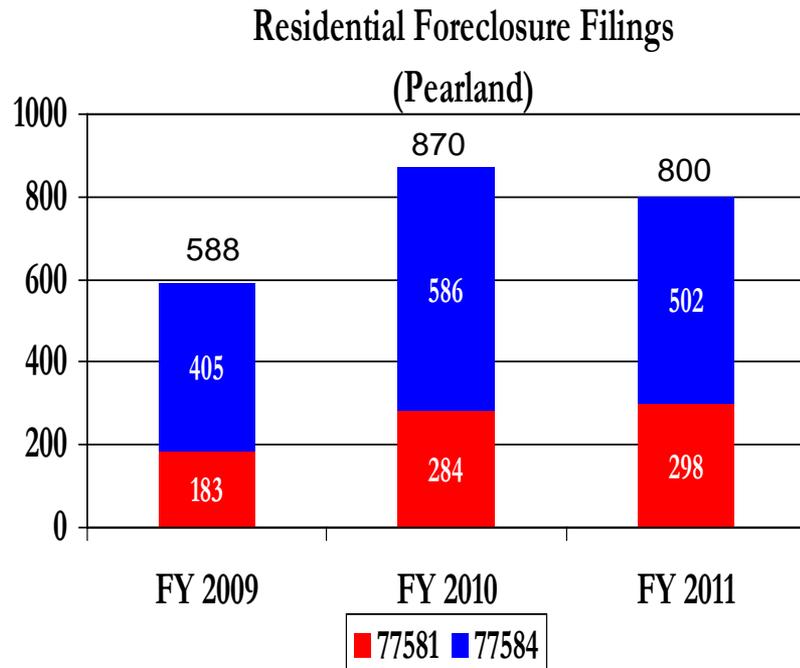
(Fiscal Year 2011)

Average Rate For Quarter  
(Pearland/State/National)



# FORECLOSURE FILINGS

## (Fiscal Year 2011)



Source: RealtyTrac

\*Includes ETJ

Note: Multiple filings can occur on one property within a given timeframe and can include: Default notices, auction notices, notice of trustee sale or bank seizure.

# FORECLOSURE FILINGS COMPARISONS

CITY	JULY FILINGS	AUGUST FILINGS	SEPTEMBER FILINGS	TOTAL FILINGS FOR 4 <sup>TH</sup> QRTR.
PEARLAND	48	54	58	160
MISSOURI CITY	71	88	78	237
PASADENA	39	59	61	159
SUGAR LAND	33	59	134	226
BAYTOWN	40	58	52	150
CONROE	52	63	45	160
ROUND ROCK	84	84	57	225
MCKINNEY	113	68	71	252
FRISCO	93	62	62	217
ALLEN	46	36	35	117
ROWLETT	70	49	54	173

Note: Multiple filings can occur on one property within a given timeframe and can include:  
Default notices, auction notices, notice of trustee sale or bank seizure.  
Based on mailing address/zip codes, not City limits proper.

# SUMMARY/STATUS OF GRANTS

## ■ CDBG/CDBG-R

- Pearland's CDBG Action Plan was accepted by HUD and awarded in October for \$277,102.
- Sidewalk construction by Brooks Concrete for projects on Veterans and Old Townsite streets Jasmine, N. Texas and W. Plum are complete. One-half of Hawk Road has been completed by Brooks Concrete and the remaining portion will be installed following completion of engineering plans.

## ■ Texas Department of Rural Affairs (formerly ORCA) CDBG Funds – Lift Stations \$348,000

- Funds unreleased to-date. Request for additional Round 1 funds has been submitted for \$200,000 for generator switches at 10 additional Lift Stations.
- The legislature has made an official change to the administering agency and the General Land Office will officiate these federal grant funds on behalf of the State.

## ■ Byrne Justice Assistance Grant

- \$11,189 application submitted on July 21<sup>st</sup>, 2011 was approved by Dept. of Justice for Police requests for funding of 4 Dell laptop computers for Field Training Officers and 40 digital cameras for capturing evidence in police investigations.

## ■ Victim Assistance Grants

- Continuation funding proposal of \$54,000 was approved in August by Criminal Justice Division and Year Two of this program began on September 1<sup>st</sup>.
- Request for \$41,999 in grant funds from Office of Attorney General for a 2<sup>nd</sup> Victim's Assistant staff person was also approved for one year and began September 1<sup>st</sup>.

## ■ EECBG – Energy Grant

- Contract for Adaptive Traffic Synchronization project awarded to Siemens. Installation of detection cameras and related traffic cabinet hardware at 13 intersections on FM518 from Kirby to 1128 is underway and was completed in November.

# SUMMARY/STATUS OF GRANTS,

con't

## ■ Assistance to Firefighters/SAFER Grants

- The request for \$151,888 in recruitment and retention funding for volunteer firefighters has been favorably reviewed and awarded for \$146,802 of that original requested amount. **Fire Department request to FEMA for \$703,089 in SAFER funds for hiring new firefighters has been awarded to the City.**

## ■ Bureau of Justice Assistance – Bullet Proof Vests

- Grant funds were awarded in October for replacement of 27 bulletproof vests for Police (21) and Fire Marshal's Officers (6) totaling \$16,054.
- 50% reimbursement will result in \$8,027 in costs covered by the grant.

## ■ Department of Justice – COPS Hiring Recovery Program

- Formula grant request for 5 sworn officer positions at a total of \$973,250 over three years with no match required was submitted in July. **Although no award notice has been received, Justice Department has not rejected our application and indicates federal FY'12 appropriation will determine if an award can be issued to the City.**

## ■ Emergency Management Performance Grant (EMPG)

- FY2011 grant funding application was submitted with an increased request for \$106,335.50 compared to \$42,243 received for FY2010. **Grant funds were awarded in September in the amount of \$43,434 for FY2011.**

## ■ Grants Summary

- FY11 Grants Applied For
- Grants Awarded
- Active Grants

Number

12

9

20

Amount

\$1,862,282

\$1,287,291

\$2,413,641

\*Items in red are new since last quarter.

# INVESTMENTS – 4<sup>th</sup> QTR.

## ■ BOOK VALUE

- ❑ At June 30<sup>th</sup>, 2011 - \$95,406,393
- ❑ At Sept. 30<sup>th</sup>, 2011 - \$85,731,136
- ❑ PORTFOLIO
- ❑ \$55,480,039 or 64% in Cash
- ❑ \$2,000,000 or 2% in CD's
- ❑ \$477,165 or 1% in Money Market
- ❑ \$27,773,932 or 33% in FHLB/FHLMC/FNMA

## ■ WEIGHTED AVERAGE MATURITY

- ❑ 120 Days
- ❑ Longest Maturity – 633 days

## ■ YIELD TO MATURITY AT COST (avg. for quarter)

- ❑ 0.24%
- ❑ 0.15% (T-Bill benchmark)
- ❑ 0.08% (Agency note benchmark)

# SUMMARY OF MAJOR CAPITAL PROJECTS

## ■ Through 9/30/11

PROJECT	FUNDED BUDGET	ACTUAL-TO-DATE	ENCUMB-RANCE	REMAINING	ANTICIPATED SAVINGS
U of H - Pearland Campus <sup>1</sup>	\$12,055,361	\$12,055,215	\$0	\$146	\$146
City of Houston Connection <sup>2</sup>	\$20,095,519	\$18,456,628	\$1,355,055	\$283,836	\$200,000
Public Safety Building <sup>3</sup>	\$22,180,511	\$22,151,811	\$14,138	\$14,562	\$7,953
Fire Station #5 <sup>4</sup>	\$2,310,264	\$2,228,792	\$10,953	\$70,519	\$0
Recreation <sup>5</sup> Center/Natatorium	\$20,621,674	\$20,542,959	\$62,041	\$16,674	\$10,000
Magnolia	\$38,892,530	\$38,475,051	\$235,970	\$181,509	\$150,000

# SUMMARY OF MAJOR CAPITAL PROJECTS

■ Through 9/30/11

PROJECT	FUNDED BUDGET	ACTUAL-TO-DATE	ENCUMBRANCE	REMAINING	ANTICIPATED SAVINGS
Cullen	\$12,586,233	\$12,443,536	\$25,805	\$116,892	\$100,000
Cowart Creek	\$12,626,450	\$9,644,571	\$958,204	\$2,023,675	\$0
E. Mary's Creek <sup>6</sup>	\$3,968,200	\$3,444,713	\$10,000	\$513,487	\$485,000
Longwood LS	\$4,333,105	\$269,184	\$234,429	\$3,829,492	\$0
Town Ditch <sup>7</sup> Phase III	\$5,059,697	\$4,806,422	\$160,280	\$92,995	\$50,000

<sup>1</sup>Reimbursement to participants \$321,862

<sup>2</sup>Project was bid on June 17, 2010. Savings of \$6.0 million already taken.

<sup>3</sup>Any savings on PSB will be transferred to renovation of old PD building.

<sup>4</sup>Original project budget \$2.8 million. Savings used toward fire truck.

<sup>5</sup>Original budget \$21.6 million

<sup>6</sup>Original budget \$6.7 million.

<sup>7</sup>Original budget \$8.3 million, total anticipated savings \$3.4 million.

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# Warrant Update

## Summary 4<sup>th</sup> quarter FY11

- Jail Credit 661 cases - \$231,393 value
- Warrant Officer 75 cases - \$4,756 collected
- Newspaper 56 cases - \$18,471 collected
- ALPR 91 cases - \$15,028 collected
- GIS mapping 25 cases - \$3,418 collected
- Total number of warrants cleared 1,882
- Value of all warrants cleared by all means  
\$700,949 (Not necessarily value of cash received)

# Warrant Update

## Comparison 4<sup>th</sup> Qtr FY10 to FY11

	FY 10	FY 11
Warrants Issued	2,985	2,242
% of FTA	50%	66%
Warrants Cleared	2,146	1,882
Jail Credit	621/\$166,495	661/\$231,393
Warrant Officer	163	75
ALPR	111	91
Newspaper	25	56
Outstanding	14,179/\$4,231,852	15,314/\$4,927,821

# Warrant Update

## Warrant Activity by Month

	Oct-June FYTD 2011	July	August	September	Fiscal YTD
Beginning Bal #	14,179	14,737	14,923	15,528	
\$	4,231,852	4,710,599	4,772,603	4,884,077	
Issued	6,534	751	822	669	8,776
Cleared— (all means)	7,242	636	597	649	9,124
Outstanding					
#	14,737	14,923	15,528	15,314	15,314
\$	4,710,599	4,772,603	4,884,077	4,927,821	4,927,821
% Inc/Dec	11.3	1.3%	2.3%	.9%	16.4%

# OTHER NOTEWORTHY HIGHLIGHTS – 4<sup>th</sup> Qtr.

- ❑ Received GFOA Certificate of Excellence in Financial Reporting for Fiscal Year 2010
- ❑ Budget, Five-Year CIP and Tax Rate adopted
- ❑ Wrote and adopted Fund Balance Designation Policy
- ❑ Completed 770 meters in meter replacement program
- ❑ Redesigned water bills for easier interpretation; implemented E-checks online
- ❑ Installed fiber cable to Hillhouse and Natatorium
- ❑ Court Administrator served on statewide committee to work on guidelines for juvenile case managers
- ❑ Communications campaign regarding “At Your Door HHW” and Commercial Recycling finalized and distributed
- ❑ PISD Inter-local for School Resource Officers (SRO’s) reviewed, revised and approved by Council
- ❑ Issued General Obligation and Certificate of Obligation Series 2011, paying off CBL pursuant to agreement
- ❑ Workshop on Commercial and Hotel Water/Sewer rates
- ❑ Workshopped various Destination Marketing structures

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QUESTIONS?

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# Workshop Item No. 2

2. **COUNCIL INPUT AND DISCUSSION:** REGARDING DESTINATION MARKETING ORGANIZATION AND FUNDING STRUCTURE.

*Mr. Bill Eisen, City Manager.*



**MEMORANDUM**

**TO:** Mayor and Council  
**FROM:** Bill Eisen, City Manager  
**DATE:** December 8, 2011  
**SUBJECT:** December 12 Agenda

A handwritten signature in black ink, appearing to be 'BE', is written over the 'FROM' line of the memorandum.

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Last Monday night the City Council requested additional information from the Chamber of Commerce regarding cities with combined Destination Marketing and Chamber of Commerce functions. Attached is information provided by the Chamber in response to that request.

On Thursday, Bonita met with the committee of employees that is reviewing some of the current policies. I would like to do some follow-up to some of the discussion of this group regarding the wellness program. I expect to bring this issue back to you in early January.



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<b>San Angelo</b>	<b>Pages 42-49</b>
<b>Operational Policy of Pottawattamie County Growth Alliance</b>	<b>Pages 50-60</b>

**Monday, December 12, 2011**

**PEARLAND CHAMBER OF COMMERCE  
PROPOSES  
RENEWAL OF DESTINATION MARKETING CONTRACT**

**BASED ON RESULTS OF:**

- **H.O.T. Workshop Team Meetings**
- **December 5<sup>th</sup> Council Workshop**

**WITH THE FOLLOWING PRIORITIES:**

- **Hire a designated Vice President of Tourism in the first quarter of 2012**
  - **Final approval by the 15 Member H.O.T. Workshop Team**
- **Establish a 2012-2015 Strategic Plan of Tourism**
- **Develop a shared services agreement between the City of Pearland and the Pearland Chamber of Commerce**
- **Offer services to assist with the coordination of a hotel occupancy tax board**

## DESTINATION MARKETING AGREEMENT

This agreement is made by and between the City of Pearland, Texas, municipal corporation of Brazoria County, Texas (hereinafter "City") and the Pearland Chamber of Commerce, (hereinafter "Chamber").

### I.

The City by authority of powers granted to it under state statutes and its home rule charter, has previously enacted a hotel occupancy tax on occupants of hotels within the City of Pearland, Texas.

### II.

As part of its obligation and discretionary powers under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the city hereby agrees to employ the Chamber to advertise and promote tourism, and the convention and hotel industry of the City under the terms and conditions set forth herein.

The Chamber agrees that any occupancy tax funds paid to it by the City shall be used only in the following specific areas:

- 1) The furnishing of facilities, personnel, exhibits and materials for the purpose of attracting visitors, meetings, groups and other events;
- 2) Development of marketing, advertising, solicitation and promotional programs to attract meetings, groups, conventions and visitors to the municipality;
- 3) Coordination of marketing, advertising, solicitation and promotional programs with appropriate City departments, hotels/motels, restaurants, entertainment

facilities and other business to ensure a productive and pleasant experience for visitors to the City; and

### III.

The Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourist, and conventions to the city by publishing and distributing brochures and community information packets, by advertising in various tourist publications and general media publications which are appropriate, by participating with state and regional agencies in tourist development programs of benefit to the City, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the City.

The Chamber further agrees that it will seek to achieve the purposes of the statute for the City through all of the above activities, that it will distribute visitor literature to Texas Travel Information Centers, Intercontinental and Hobby Airports and other locations. The Chamber shall advertise the City in various tourist publications and other general publication, and participate with state and regional agencies such as the Texas Department of Commerce, Texas Association of Convention and Visitor's Bureaus, Texas Travel Industry Association, Greater Houston Partnership, the Economic Development Alliance of Brazoria County, The Alliance Port Houston Region, Brazoria County Council of Chambers to ensure continued and expanded favorable publicity about the City.

### IV.

It is expressly understood and agreed by and between the parties that the Chamber is hired and engaged as an independent contractor and is not an officer, agent, or

employee of the City. The Chamber shall have exclusive control of its operations hereunder, and the persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, the doctrine of respondent superior shall not apply as between City and Chamber, its officers, agents, employees, contractors and subcontractors and nothing herein shall be constructed as creating a joint enterprise between City and Chamber.

V.

The Chamber shall secure sufficient numbers of employees to accomplish this Agreement. The Chamber shall further provide such office space, equipment, supplies and other material necessary to accomplish the purposes of the Agreement.

VI.

The Chamber shall carry out the responsibilities required by this agreement in accordance with the budget attached to this agreement as Exhibit "A". It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in the Chamber with respect to the expenditure of revenue provided.

Thereafter, the Chamber shall provide the City Council periodic reports on a quarterly basis, on the activities that are conducted to benefit the City as well as an annual financial statement listing the expenditures made from revenue from the occupancy tax. It is further agreed by the Chamber that it shall maintain said revenue in a separate account established for that purpose, and that it shall not commingle that revenue with any other money or maintain it in any other account.

The Chamber shall maintain complete and accurate financial records of each expenditure of occupancy tax revenue and, upon request of the City Council, City Manager or his authorized representative, shall make the records available for inspection and review.

VII.

The Agreement shall be effective the 1st day of October, 2010, and shall continue in force for a period of one year or unless either the City or Chamber terminate the agreement by providing the other party 90 days prior written notice in the manner provided herein. Upon termination of this contract for any reason, the Chamber shall deliver to the City all funds remaining on hand, if any, after payment of all obligations incurred prior to notice of termination of this Agreement.

VIII.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, certified mail, postage prepaid and addressed to the City Manager, City of Pearland, City Hall, 3519 Liberty Dr., Pearland, Texas, 77581, or to the Pearland Chamber of Commerce, 6117 Broadway, Pearland, Texas, 77581, or such other address as either party may designate in writing to the other party.

IX.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligation shall be a breach of this Agreement. However,

nothing in this Agreement shall prohibit the Chamber from participating with local, regional, or state tourism or to contract for joint promotion with other agencies.

X.

The Chamber agrees to indemnify, save harmless and defend the City from any and all claims, causes of action and damages of every kind arising from the operations of the Pearland Chamber of Commerce, its officers, agents and employees carried out in furtherance of this agreement. The Chamber owns no automobiles, and any use of an automobile in the operation embraced by this Agreement shall be by the Chamber as an independent contractor, and not as an agent or employee of the City.

XI.

This Agreement shall be subject to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers on this \_\_\_\_ day of \_\_\_\_\_.

CITY OF PEARLAND, TEXAS

BY: \_\_\_\_\_  
Bill Eisen, City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

PEARLAND CHAMBER OF COMMERCE

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Carol Artz-Bucek  
President/CEO

# "EXHIBIT A"

## Destination Marketing Budget

	2011
<b>Administration</b>	134,700
<b>Destination Marketing</b>	
<b>DM-Advertising</b>	
<b>Brochures</b>	
Brochures	20,000
Brochures Development	2,000
Magazine/Newspaper	15,000
Community Festival	5,000
Public Relations	4,000
<b>DM-Convention Sales &amp; Service</b>	
Sales Calls/Visits/Bids	7,000
Display	500
Signs/Banners/Copies	500
Convention/Event Servicing	4,000
Sports Marketing/Bid Fees	10,000
Promotional Supplies	5,000
Trade & Travel Shows	5,000
<b>DM-Dues, Fees &amp; Subscriptions</b>	
TX Hotel & Motel Assoc	8,000
TX Assoc DM	700
TX Travel Industry Assoc	400
<b>DM-Visitor Services</b>	
Brochure Rack Maintenance	1,500
Volunteer Appreciation	500
Website Development	5,000
<b>Operations</b>	32,300
<b>Professional Developmnet</b>	<u>7,000</u>
<b>TOTAL BUDGET</b>	<b>\$ 268,100</b>

# AMARILLO CHAMBER OF COMMERCE

**AGREEMENT BETWEEN THE CITY OF AMARILLO  
AND THE AMARILLO CHAMBER OF COMMERCE  
FOR CONVENTION AND VISITORS ACTIVITIES**

This Agreement is made between the "City of Amarillo", a municipal corporation located in Potter and Randall Counties, Texas, hereinafter called "CITY" whose address is P.O. Box 1971, Amarillo, Texas, 79105-1971 and "Amarillo Chamber of Commerce," hereinafter referred to as "CHAMBER" whose address is 1000 South Polk Street, Amarillo, Texas, 79101, make and enter into the following agreement and contract.

WHEREAS, The CITY collects hotel-motel room occupancy taxes for the purposes provided in Chapter 351, Texas Tax Code; and

WHEREAS, the CITY has contracted with the CHAMBER by Agreement dated October 4, 1990, for promotion of convention and visitors activities by expenditure of a portion of the room occupancy taxes collected by the CITY; and

WHEREAS, the scope of the contract has evolved and changed since its inception; and

WHEREAS, the agreement needs to be changed to reflect the number of members of the Executive Committee of the Chamber at ten and to change the terms of members of the Convention and Visitors Council to staggered three year terms; now, therefore,

**I.**

The CITY hereby designates and authorizes the CHAMBER, and the CHAMBER accepts and agrees, to act as administrator of a convention and visitors activities and tourism promotional program to be developed and carried out by the CHAMBER and funded to the extent and in amounts to be determined by the CITY each year before October 1.

**II.**

The CHAMBER shall use such funds as might be appropriated and authorized from the Municipal Hotel Occupancy Taxes for advertising and conducting solicitations and promotional programs to attract tourists and convention participants to Amarillo.

**III.**

The CHAMBER will implement and use the following operating procedures for its functions required by this contract.

A. BUDGET. The CHAMBER shall submit to the CITY in July of each year a budget for the next fiscal year delineating the proposed expenditure by program and corresponding cost of room occupancy tax funds. After review of the proposed budget, the CITY will conduct a public hearing prior to its approval of a budget for the CHAMBER. If any portion of the funds received from the CITY is budgeted to pay a portion of the administrative costs of the CHAMBER shall be described in detail in the proposed budget. Any expenditure of funds in a manner other than as approved in the annual budget shall require an amendment to the budget to be submitted to and approved by the CITY prior to the expenditure.

B. FUNDS. The CITY will disburse funds to the CHAMBER on a monthly basis in relatively equal portions of the amount approved by the CITY in the annual budget. The CHAMBER will maintain funds received from the CITY in a separate bank account and may not commingle such funds with other funds of the CHAMBER. Any amounts in such account in excess of the amount guaranteed by the FDIC shall be collateralized by the bank in which such account is maintained. Disbursement of funds by the CITY shall create a fiduciary duty in the CHAMBER with respect to maintenance, expenditure and reporting of such funds.

C. REPORTS. A progress report of activities and financial operations will be made to the CITY at the end of each month of the contract year, or at such other times as the CITY may request. Each report will include allocations and disbursements made in each program. The CHAMBER will use an encumbrance accounting system that will clearly indicate when funds have been obligated for expenditure. The CHAMBER shall submit an annual activities report at least one (1) week prior to the public hearing on its proposed budget which shall include information necessary to allow evaluation of the effectiveness of each program.

D. COMPETITIVE BIDS. Purchase of supplies, equipment and services, including professional services shall be made in accordance with all applicable provisions of Chapter 252, V.T.C.A., Local Government Code, specifically, including but not limited to, Section 252.021, V.T.C.A., Local Government Code. Contracts shall not be awarded piecemeal to avoid the restriction of said Section 252.021.

E. UNEXPENDED FUNDS. Any unexpended fund remaining in any account at the end of the budget year shall be transferred to an interest-bearing account designated for

F. **AUDIT.** The CHAMBER shall furnish the CITY an independent audit of its programs' financial records by an independent Certified Public Accountant, which shall be submitted to the CITY following the close of each contract year.

G. **RECORDS RETENTION.** All original books of entry as well as canceled checks and other financial records will be maintained by budgetary account by month and year for a period of five (5) years after the close of a contract year.

**IV.**

The activities of the CHAMBER with respect to this contract will be governed by an Executive Committee consisting of ten (10) members of the CHAMBER Board of Directors and two (2) members of the Amarillo City Commission (or their designees).

**V.**

The functions of the CHAMBER with respect to this contract will be carried out by the Convention and Visitors Council which shall consist of seventeen (17) members consisting of six (6) members appointed by the City Commission for staggered three-year terms designated by the City Commission, and one (1) member of the City Commission for a term designated at the time of appointment, and ten (10) members appointed by the CHAMBER, all of which seventeen (17) members shall have voting rights on the said council's decision. In addition, there may be such number of *ex officio* (non-voting) members as the parties may find helpful to the Council's work.

**VI.**

Nothing in this agreement shall constitute a dedication of funds by the CITY to the activities contemplated in this contract, nor shall this contract preclude either the City or the CHAMBER from taking any actions or making expenditures of its own funds for the promotion of tourism and visitors activities.

**VII.**

The contract may be canceled at any time after notice by either of the parties.

**VIII.**

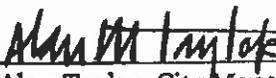
This contract shall become and be effective on and after its adoption and execution. It cancels and supersedes the prior agreement of the parties referenced above, and it authorizes the continued convention and tourism activities of the CHAMBER under its previously approved budget to the end of the budget year except as might be hereafter amended by direction of the CITY.

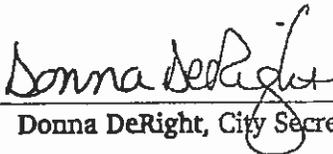
previously approved budget to the end of the budget year, except as might be hereafter amended by direction of the CITY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

CITY OF AMARILLO, TEXAS

ATTEST:

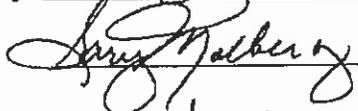
By:   
Alan Taylor, City Manager

By:   
Donna DeRight, City Secretary

Date: 1/29/09

AMARILLO CHAMBER OF COMMERCE

ATTEST:

By: GARY MOLBERO  
, President

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

Date: 1/30/09

# LONGVIEW CHAMBER OF COMMERCE & CVB

**From:** Kelly Hall [mailto:president@longviewtx.com]  
**To:** Carol Artz-Bucek  
**Subject:** RE: Pearland Chamber

Hi,

Attached is our consulting services agreement with the City. No, we do NOT have a separate or board or by-laws. Nor do I think you should. This is a contract for services, you are not setting up a separate organization. I evaluate my staff all the same; it is based on completion of their portion of the strategic plan and the attached form.

**Kelly R Hall, CCE**  
**President/CEO**  
**The Longview Chamber of Commerce & CVB**  
**903.237.4004**  
**[www.longviewchamber.com](http://www.longviewchamber.com)**



## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement is executed by and between the City of Longview Texas, a municipal corporation (hereinafter the "City") and the Longview Partnership, a private, Texas nonprofit corporation organized for the purpose of promoting the convention and visitor activity in the Longview area (hereinafter the "Contractor").

WHEREAS, the City desires to attract more visitors and conventioners to Longview, and the City benefits both indirectly through more economic activity and directly by increased sales tax and hotel and motel occupancy tax income developed by such visitors and conventioners; and

WHEREAS, Contractor has professional personnel who are trained and experienced in the field of visitor and convention promotion and the City desires to continue such professional promotion and advertising service through a contractual agreement with Contractor;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### Convention and Visitor Services

**1. Description of Services.** All of the services provided by the Contractor pursuant to this Agreement shall be in conformity with the purposes for which the Hotel Occupancy Tax (HOT) revenues may be expended as provided for in the hotel occupancy tax laws as provided in the laws of the State of Texas. Contractor agrees to provide professional services to the City through advertising and promotion of visitor and convention traffic to the Longview area, and to assist in creating conditions designed to encourage them to return on other visits and for meetings. As part of such effort, Contractor shall design and implement an advertising campaign and marketing plan with regional, state, and national coverage to feature the Longview area as an attractive region in which to vacation or have conventions or group meetings. Specific Contractor services may include, but not be limited to:

- a. Development and distribution of literature, maps, folders and other advertising and promotion material to solicit visitors and conventioners, and to better inform visitors and conventioners of local attractions when they arrive;
- b. Creation and distribution of movies, film clips, photographs, color separations and transparencies to be used for publicity;
- c. Solicitation of publishers, film and television producers, editors, writers, media personalities, travel agents, tour producers, executives of associations and other convention and group meeting prospects for the purpose of inducting them to advertise, publicize and encourage group movements to Longview, and providing transportation for such people familiarization trips so they may analyze the City's visitor and convention assets;
- d. Direct, telephone and mail contacts with employees or officers of groups which may desire to bring a convention/meeting to Longview;

- e. Development and distribution of convention bid folders;
- f. Provision of support services to conventions/meetings in Longview;
- g. Development and distribution of promotion advertising in convention trade publications;
- h. Direct contacts at conventions elsewhere in the United States to attract conventions/meetings to Longview;
- i. Provision for the payment of expenses for major conventions, such as shuttle bus service and gifts/souvenirs;
- j. Operation of a visitor information center, including at least one satellite location, which shall make referral to City attractions, and shall endeavor to provide facilities through which reservations can be expedited at hotels and other facilities;
- k. Development of ways to measure the percentage and number of people who visit attractions after stopping at visitor information centers;
- l. Compiling and analyzing data information on tourism and convention business in Longview and comparable information on other locales;
- m. Aggressively include in the fulfillment of foregoing obligations, promotion and marketing of City-owned and sponsored facilities including, but not limited, to the East Texas Regional Airport, Maude Cobb Convention Activity Center, Gregg County Museum and the Longview Museum of Fine Arts through such methods as including materials promoting such attractions in mail outs and other efforts to assure that visitors to the Longview area receive information about such attractions.
- n. Continue to strongly and actively staff and support renewed sports tourism initiative to promote Longview as a sports tourism destination.

**2. Budget, Financial Reporting, Accounting, Audit.** The City Council shall approve in advance the annual budget of Contractor. The approval by the City Council of the annual budget of Contractor creates a fiduciary duty in Contractor with respect to the revenue provided under this Agreement. Contractor shall submit financial reports to the City Council upon request.

Contractor must maintain revenue provided under this Agreement in a separate account established for that purpose and may not commingle that revenue with any other money. Expenditures must be recorded on a monthly basis in a separate fund account, according to the budget approved by the City. Accounting records must conform to the accounting standards as promulgated by the American Institute of Certified Public Accountants and to the requirements of applicable state law so as to include a statement of support revenues and expenses, and balance sheets for all funds. Interest earned on payments made by the City must clearly identified, credited, and reflected on the books as resulting from such investment of such funds and the same shall be available for Contractor use within the separate fund account.

Contractor also shall provide an independent audit for such expenditures for each year.

**3. Performance Reporting.** In addition to financial reports, Contractor shall also furnish to the City a performance report of its convention and visitor services activities under this Agreement which shall reflect overall activity, meetings, conventions and conferences conducted and attended, identify and amounts of advertising contracts placed, number of personnel employed and their general duties and copies of literature produced as well as a description of direct mailings, and similar information.

**4. Bond/Insurance Policy.** The officers and employees of Contractor designated to withdraw funds from the Convention and Visitor fund shall be covered by a blanket fidelity bond or employee dishonesty insurance policy in a penal sum of \$100,000.

**5. Compensation.** The City agrees that for the convention and visitor services performed by Contractor the City shall pay annually to Contractor 31% (the base amount) of total HOT monies collected.

**6. Payment Installments.** During the term of this Agreement, the City shall pay to Contractor a sum equal to one-fourth of the total annual amount payable to Contractor for the convention and visitor services herein engaged on or about the first of each quarter.

#### **General Provisions**

**7. Contracts.** The City and Contractor agree that in no event shall the City be liable for any contracts made by Contractor with any person, firm corporation, association or governmental body.

**8. Non-liability.** The City and Contractor agree that in no event shall the City be liable for any damages, injuries, or losses charged to or adjudged against Contractor arising from its operations, or the use or maintenance of its facilities.

**9. Annual Appropriations.** The parties mutually agree and understand that funding under this Agreement is subject to annual appropriations by the City Council and each fiscal year's funding must be included in the budget for year and is not effective until so approved by the City Council.

**10. Term.** The term of this Agreement shall commence as of October 1, 2010 and it shall continue until September 30, 2015, subject to earlier termination as provided herein.

**11. Termination.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least one hundred and eighty (180) days before the effective date of such termination. In such event, all finished or unfinished documents prepared by the Contractor under this agreement shall, at the option of the City, become their property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Either party may terminate this Agreement at any time for any reason by giving one year's prior written notice to the other party. In the event this Agreement is cancelled upon one year's notice, the City shall

assume any obligations of the convention and visitor fund with a term of less than one year and any other obligation approved in advance by the City Manager.

**12. Notices.** All notices, requests or other communications related to this Agreement shall be made in writing and may be given by: (a) depositing same in the United States Mail, postage prepaid, certified, return receipt requested, address as set forth in this paragraph; or (b) delivering the same to the party to be notified. Notice given in accordance with (a) hereof shall be effective upon deposit in the United States mail. The notice address of the parties shall, until changed as provided herein, be as follows:

City: City of Longview, Texas  
P O Box 1952  
Longview, Texas 75606-1952  
Attn: City Manager

Contractor: Longview Partnership  
410 N Center St.  
Longview, TX 75601  
Attn: President/CEO

**13. Severability.** If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Agreement shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of the Agreement, for it is the definite intent of the parties that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect its purpose.

CITY OF LONGVIEW

LONGVIEW PARTNERSHIP

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President/CEO

APPROVED:

\_\_\_\_\_  
City Attorney

# NEW BRAUNFELS CHAMBER OF COMMERCE

**From:** Mike Meek [mailto:meeke@nbcham.org]  
**Sent:** Tuesday, September 06, 2011 9:39 AM  
**To:** Carol Artz-Bucek  
**Subject:** RE: Pearland Chamber

The CVB in New Braunfels is a division of our Chamber. No separate board, but they have a Strategy and Steering Committee. Very large and diverse. Includes the Mayor and a council member. No by-laws.

Our CVB Director works for me as do all Chamber employees.

We give them quarterly detailed financials and reports. They approve our annual CVB budget and a multi-year contract.

Mike

# ODESSA CHAMBER OF COMMERCE

**From:** Mike George [mailto:MikeG@OdessaChamber.com]  
**Sent:** Wednesday, December 07, 2011 11:57 AM  
**To:** Artz, Carol (carol.artz@pearlandtexaschamber.us)  
**Subject:** CVB Contract

Carol,

The Odessa Chamber of Commerce contracts with The City of Odessa to do tourism and visitor activities funded by the hotel/motel tax.

The CVB department employees 6 people including a Director. One-third of the Chamber CEO's salary and one-third of the CEO's Administrative Assistant's wages are included in the budget under the line item Salaries & Wages, as these are administrative costs.

The line item "Chamber of Commerce" in the budget, reimburses the chamber for the shared 1/3 costs of the Receptionist and the Controller.

The Odessa Chamber has three departments: EDD, CVB and Chamber Operations. All three departments are funded separately, and funds are not co-mingled. That is the reason for the one third split.

Please let me know if I can answer any questions.

Mike



CITY OF ODESSA

COPY

CITY ATTORNEY'S OFFICE

October 19, 2011

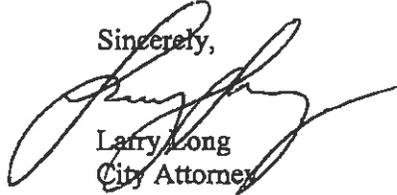
Linda Sweatt  
Director  
Convention & Visitors Bureau  
700 N. Grant, Suite 200  
Odessa, TX 79761

Re: Outside Agency Contract for Fiscal Year 2011-2012 -

Dear Ms. Sweatt:

Enclosed is a fully executed copy of the above-referenced contract for your files.

Sincerely,



Larry Long  
City Attorney

LL/lh

enclosure

cc: Bobbi House (letter only)

RECEIVED

OCT 24 2011

STATE OF TEXAS §  
COUNTY OF ECTOR §

KNOW ALL MEN BY THESE PRESENTS

**ODESSA CONVENTION AND VISITORS  
PROMOTION AGREEMENT**

WHEREAS, Tax Code Section 351.101(a)(4), Vernon's Texas Codes Annotated, authorizes any city which levies and collects a hotel occupancy tax to expend the revenues from such tax through contracts with persons or organizations for advertising and conducting solicitation and promotional programs to attract tourists and convention delegates or registrants to Odessa;

NOW, THEREFORE, the CITY OF ODESSA, hereinafter referred to as "CITY", and the ODESSA CHAMBER OF COMMERCE, a non-profit corporation, hereinafter referred to as "CHAMBER", do hereby contract and agree as follows:

**I.  
Convention and Visitors Program**

The CHAMBER shall develop a plan, administer and conduct a program of advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to Odessa, Texas. The Convention and Visitors programs shall be hereinafter referred to as "PROGRAM".

**II.  
Funding**

CITY shall pay to CHAMBER from revenues collected from city hotel/motel occupancy tax a sum equal to the budget hereinafter referred to in the total sum of \$905,153. CITY shall dispense funds to the CHAMBER by paying one-quarter of the total on or before October 1, 2011, January 1, 2012, April 1, 2012, and July 1, 2012. Such funds to be paid by CITY shall be used by Chamber solely for the purposes described in Section 1 above. The CITY may suspend any further payments for violation of the provisions of this Contract.

Funds may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing expenditures authorized in Section I of this Contract. In addition, the portion of the total administrative costs of CHAMBER for which hotel occupancy tax revenue may

be used may not exceed the portion of those administrative costs actually incurred in conducting the activities for which the hotel occupancy tax revenue may be used. If any amount of the reimbursement is used for travel of CHAMBER employees, such funds shall not be spent for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

### **III. In-Kind Services**

The CHAMBER shall contribute certain in kind services to the operation and maintenance of the PROGRAM described as "Chamber of Commerce" on the budget attached as an Exhibit. For the purposes of this Contract, "in-kind services" shall include the services or use of CHAMBER officers, employees, buildings, equipment or other facilities which are not acquired, designated and used exclusively in connection with this PROGRAM. It is agreed by the parties hereto that the CITY will only reimburse CHAMBER in the amount shown on the attached exhibit. Such reimbursement to be paid solely from the funds mentioned heretofore, and no other charges for in-kind services shall be made against the account or funds mentioned in this Contract. Reimbursement for such in kind services may be spent only as provided in Section Nos. I and II.

### **IV. Budget and Financial Reporting**

The CHAMBER shall comply with the budget showing the revenues and expenses, a copy of which is attached as an Exhibit, to be received and incurred during the term of this Contract. The hereinafter required financial reports shall in each case show the relationship of actual expenses to the authorized expenses shown in said budget.

On or before the 25th day of each month during the time of the contract, the CHAMBER shall make and send to the Finance Director, a report showing an accounting of all funds received and expended under this Contract during the preceding month. Said report shall also indicate cumulative expenses and revenues for the preceding month together with all prior months covered.

CHAMBER shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by it. The general method of financial record keeping and

Page 2  


reporting proposed by the CHAMBER to be used in complying with the requirements of this Contract shall be submitted to and approved by CITY's Finance Director. The sufficiency of detail of any activity or financial report required by this Contract shall be determined by the City Council of CITY. All of the CHAMBER's records pertaining to and related with the activities and funds under the PROGRAM shall be available for inspection by the City Council, and the City's Finance Director, CITY designated auditor and City Manager of CITY at any time during CHAMBER's normal office hours. The revenue provided by CITY under this Contract must be maintained by CHAMBER in a separate account established for that purpose and may not be co-mingled with any other money or maintained in any other account.

**V.**  
**Meeting and Activity Reporting Requirements**

The parties agree to the following provisions to establish necessary meeting and activity reporting requirements:

1. On a quarterly basis, at a city council meeting, Chamber officials shall present to the City Council a report on the status and direction for visitor and convention programs for the City of Odessa. In the event of unforeseen circumstances the parties can mutually agree on a different time, place or location.
2. The Chamber shall report on activities conducted under the Program including but not limited to conventions and groups to whom bids have been extended, location and extent of convention solicitation activities, statistics regarding visitor information and projections of community effect of successful convention activities.

**VI.**  
**Audit**

An audit of the funds and activities under this Contract may be made annually. The cost and manner of making the audit, if prepared, shall be determined by mutual agreement of the parties prior to the commencement of the audit. The auditors performing the above described audit shall have access to and the right to examine all records and accounts directly relating to this Contract and such other CHAMBER records and accounts as may be reasonably necessary to conduct and complete the audit. CHAMBER shall maintain complete and accurate financial records of each expenditure of

*WJB*

CITY funds made by CHAMBER.

**VII.**  
**Independent Contractor**

It is expressly understood and agreed that as to the services rendered by the CHAMBER in conducting the PROGRAM under this Contract, the CHAMBER shall be considered an independent contractor insofar as its relationship to the CITY. Accordingly, the officers, employees and property of the CHAMBER used or involved in the program under this Contract shall not be considered, for any purpose, to be the officers, employees or property of the CITY. CHAMBER and CITY shall not be engaged in a joint enterprise.

**VIII.**  
**Contract Period**

This Contract shall become effective on October 1, 2011, and shall terminate on September 30, 2012.

**IX.**  
**Civil Rights**

CHAMBER agrees that as to all of its programs and activities, it will fully comply with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or disability.

**X.**  
**Indemnity**

*CHAMBER agrees to and shall indemnify and hold harmless the City of Odessa, its officials, officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, or for damage to any property arising out of or in connection with CHAMBER's operation or the expenditure of funds authorized by this Contract, or any services provided by CHAMBER funded or partially funded by this Contract. Such indemnification shall apply whether the claims, losses, damages, causes of action, suits or liability arise from the concurring, but not the sole, negligence of the City of Odessa, its officials, officers, agents or employees.*

**XI.**  
**Drug Free Workplace**

CHAMBER shall comply with the Drug Free Workplace Act of 1988 including any amendments and administrative regulations, if required by federal law. If not required, CITY strongly recommends compliance with such law on a voluntary basis by CHAMBER approving a ban on the use and possession of illegal drugs and alcohol in the workplace of the CHAMBER. Such policy should also include some mechanism for enforcement of the prohibition. In future contracts, CITY may require the adoption of a drug free workplace policy, which includes drug testing, as a condition for the payment by the CITY of public funds.

**XII.**  
**Diversity**

The CITY strongly encourages the voluntary implementation of a Diversity Program whose goal it is to breakdown all barriers between people. Such a program should be designed to empower CHAMBER's employees and organizational members to create an environment which utilizes the full potential of the Citizens of our Community. The CITY may request to review the program and/or practices to determine whether they are consistent with the CITY's objectives. Future funding may be conditional upon such a program.

**XIII.**  
**Excess CITY Funds**

Any funds that are paid by the CITY to CHAMBER pursuant to this Contract, and that are not expended by the end of the term of this Contract, shall be refunded to CITY within 30 days after the end of the term of this Contract, unless CHAMBER can provide the CITY with written notice of funds that have not been expended but have been committed, and such commitment is supported by contracts or other written documentation.

**XIV.**  
**H.B. 1022**

CHAMBER agrees to comply with H. B. 1022, adopted in the 77<sup>th</sup> Legislative Session, amending Section 351.107, Tax Code. Prior to payment by the CITY and before making an expenditure using hotel tax money, CHAMBER agrees to specify in a list each scheduled activity, program or event for which hotel tax money is to be expended and deliver such list to the Director of

Page 24

Finance. Any administrative cost funded in whole or in part by hotel tax money must arise out of, and be prorated and allocated to, the scheduled activities, programs or events. All activities, programs or events using hotel tax money must directly enhance and promote tourism and the convention and hotel industry. In order to show compliance with this last requirement, CHAMBER agrees to provide to the Director of Finance, prior to payment by the CITY and prior to making an expenditure of hotel tax money, a marketing plan which describes how CHAMBER will solicit or advertise to attract visitors from outside the city to come to Odessa for the listed activities, programs or events. The City Secretary has delegated authority for receiving and maintaining the required information to the Director of Finance.

If an entity does not have any events or programs that it is anticipated will attract tourists and hotel guests, it is not eligible for hotel tax funds. If only a portion of an entity's programs fit this criterion, then only a portion of that entity's total costs should be covered by the hotel tax funds. If an entity submits a total list of its events or programs, and only some of the events are those where attendance by tourists and hotel guests is anticipated, then only those events should be circled and hotel-motel tax funds will be allocated to those events and programs only.

Any administrative agency that distributes funds to others must adopt these requirements for its participating agencies as well, and not distribute hotel tax funds until the participating entity submits the required written documentation.

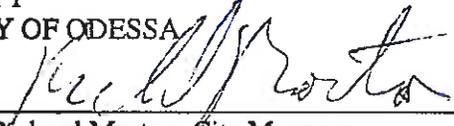
This section shall supercede and control over any other sections in this Contract that are in conflict.

#### **XV. Termination**

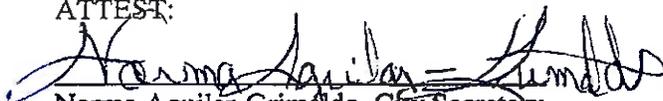
Either party may terminate the contract with thirty (30) days prior written notice.

EXECUTED this the 17<sup>th</sup> day of October, A.D., 2011

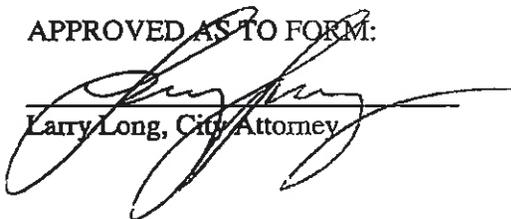
"CITY"  
CITY OF ODESSA

By:   
Richard Morton, City Manager

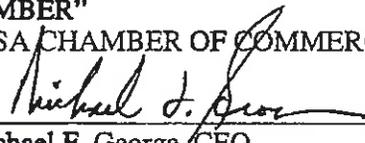
ATTEST:

  
Norma Aguilar-Grimaldo, City Secretary

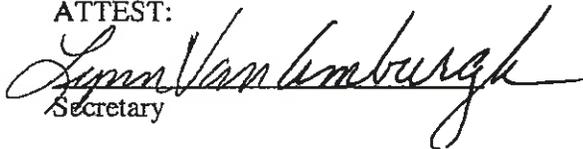
APPROVED AS TO FORM:

  
Larry Long, City Attorney

"CHAMBER"  
ODESSA CHAMBER OF COMMERCE

By:   
Michael F. George, CEO

ATTEST:

  
Secretary

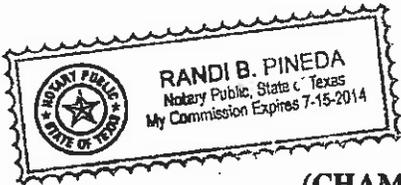
(CITY OF ODESSA)

STATE OF TEXAS §

COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this day personally appeared **Richard Morton**, City Manager of the City of Odessa, Texas, a municipal corporation of Ector County, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said City of Odessa, a municipal corporation, and that he executed the same as the act of said City of Odessa for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 17<sup>th</sup> day of October, A.D., 2011.



Randi B. Pineda  
Notary Public in and for the State of Texas

(CHAMBER OF COMMERCE)

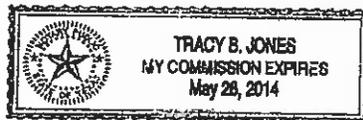
STATE OF TEXAS §

COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this day personally appeared **Michael F. George**, CEO Chamber of Commerce, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity stated, as the act of the said Chamber of Commerce, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 16<sup>th</sup> day of September, A.D., 2011.

Tracy B. Jones  
Notary Public in and for the State of Texas



2011- 2012 Budget					
Odessa Convention & Visitors Bureau					
Approved 7-26-2011					
		10-2011 Budget	2011-2012 Request	Inc(Dec) From 09-10 Budget	Percent Inc(Dec)
<b>INCOME:</b>					
<b>REVENUES -</b>					
3000	Prior Year Inc/Exp				
3010	Allocated Funds-City	865,232.00	905,153.00	39,921.00	5%
3030	West Texas Relays	22,000.00	22,000.00	0.00	0.00
3035	High School Playoffs	25,000.00	27,000.00	2,000.00	0.08
3040	Student Athlete Award	0.00	0.00	0.00	0.00
3050	Interest Income	120.00	120.00	0.00	0.00
3060	Other Income/Sales	120.00	120.00	0.00	0.00
<b>Total REVENUE</b>		<b>912,472.00</b>	<b>954,393.00</b>	<b>41,921.00</b>	<b>0.05</b>
<b>Total Income</b>		<b>912,472.00</b>	<b>954,393.00</b>	<b>41,921.00</b>	<b>0.05</b>
<b>EXPENSES:</b>					
<b>OPERATING &amp; CONV -</b>					
4000	Salaries & Wages	341,325.00	343,974.09	2,649.09	0.8%
4020	Payroll Taxes	28,195.34	28,925.05	729.71	0.03
4040	O & D Insurance	840.00	882.00	42.00	0.05
4045	Liability Insurance	1,797.00	1,886.85	89.85	0.05
4050	Employee Insurance	52,107.84	54,585.36	2,477.52	0.05
4060	Employee Retirement	18,206.25	18,338.69	132.44	0.01
4070	Auto Lease	12,240.00	12,240.00	0.00	0.00
4080	Auto Insurance	3,480.00	3,084.84	(395.16)	(0.11)
4090	Auto Expense	6,000.00	6,000.00	0.00	0.00
5000	Chamber of Commerce	28,644.00	38,644.00	10,000.00	0.35
5010	Office Rent	22,701.00	22,701.00	0.00	0.00
5020	Dues & Subscriptions	10,698.00	10,698.00	0.00	0.00
5030	Professional Development	18,104.54	18,104.54	0.00	0.00
5050	Equipment Lease	12,240.00	12,240.00	0.00	0.00
5052	Equipment Purchase	2,000.00	2,000.00	0.00	0.00
5055	Equipment Maintenance	4,008.00	4,008.00	0.00	0.00
5060	Office Expense	7,900.00	7,900.00	0.00	0.00
5065	Publication/Printing	6,000.00	6,800.00	800.00	0.10
5070	Postage Expense	12,350.00	12,350.00	0.00	0.00
5080	Telephone Expense	9,600.00	12,000.00	2,400.00	0.25
5085	Legal & Accounting	2,100.00	3,000.00	900.00	0.43
5090	Public Relation/Promotion	5,416.00	5,416.00	0.00	0.00
5100	Bid Transportation	6,100.00	6,100.00	0.00	0.00
5105	Bid Hotel Hospitality	8,700.00	8,700.00	0.00	0.00
5110	Bid Presentation	8,750.00	8,750.00	0.00	0.00
5115	Bid-Packet	1,900.00	1,900.00	0.00	0.00
5120	PROS	2,100.00	2,800.00	700.00	0.33
5135	Conv -Transportation	4,950.00	4,950.00	0.00	0.00
5140	Conv - Hospitality	3,607.23	5,560.00	1,952.77	0.54
5145	Conv - Promo Supplies	22,100.00	22,100.00	0.00	0.00
5150	Conv Postage	2,500.00	3,050.00	550.00	0.22
5155	Conv -Printing	13,600.00	4,350.00	(9,250.00)	(0.68)
5160	Conv-Copies	750.00	400.00	(350.00)	(0.47)
5165	Conv -Coffee Breaks	13,250.00	18,540.00	5,290.00	0.40
5170	Advert Brochures	14,383.00	20,919.89	6,536.89	0.46
5175	Advert Other	78,000.00	78,000.00	0.00	0.00
5176	Image Enhancement	21,453.80	33,633.27	12,179.47	0.57
5180	Targeted Marketing	28,815.00	36,781.42	7,966.42	0.27
5190	Trade Shows	6,485.00	6,485.00	0.00	0.00
Workers Comp - Not included 2012		1,800.00			
<b>Total OPERATING &amp; CONV</b>		<b>846,277.00</b>	<b>889,808.00</b>	<b>43,531.00</b>	<b>0.05</b>
<b>SPECIAL EVENTS -</b>					
5301	Black and Gold Tennis Tour.	600.00	0.00	(600.00)	(1.00)
5310	West Texas Relays	23,000.00	22,000.00	(1,000.00)	(0.04)
5330	High School Playoffs	27,000.00	27,000.00	0.00	0.00
5335	Student Athlete Award	0.00	0.00	0.00	0.00
5370	Sports Committee	2,300.00	1,640.00	(660.00)	(0.29)
5375	Sports Bid/Services	12,875.00	13,525.00	650.00	0.07
<b>Total SPECIAL EVENTS -</b>		<b>65,575.00</b>	<b>64,165.00</b>	<b>(1,410.00)</b>	<b>(0.02)</b>

2011- 2012 Budget					
Odessa Convention & Visitors Bureau					
Approved 7-26-2011					
		10-2011 Budget	2011-2012 Request	Inc(Dec) From 08-10 Budget	Percent Inc(Dec)
MISCELLANEOUS					
5500	Depreciation Expense - OE	820.00	820.00	0.00	0.00
Total MISCELLANEOUS -		620.00	620.00	0.00	0.00
Total Expenses:		912,472.00	954,383.00	41,921.00	0.00
Net	Income/(Loss)	0.00	0.00	0.00	0.00
Capital Equipment Purchases					
		0.00	0.00	0.00	0.00

# ROCKPORT FULTON CHAMBER OF COMMERCE

**From:** Diane Probst [mailto:president@1rockport.org]  
**To:** 'Carol Artz-Bucek'  
**Subject:** RE: Pearland Chamber

The contract is with the Rockport Fulton Chamber of Commerce. We do not have a different board of directors? We do not have By-laws for the CVB portion. We have policies and procedures. See attached. We have a Tourism Development Council. It is an 18-member Council that is representative of the community and the governmental entities.

The CVB staff is titled "Director of Tourism & Events". A portion of my job is to perform the Marketing Plan. The Director acts as my assistant for that area of the Chamber. The CVB staff goes through our normal performance evaluations like all of our other positions at the Chamber.

We report quarterly to City Council with an expense sheet that is categorized in terms of GAAP accounting. We spend the money down to the penny each quarter and report where we spent it. We have not yet formed a CVB.

Diane Probst, IOM, CCE  
President/CEO  
404 Broadway  
Phone 361.729.6445|Fax 361.729.7681  
[president@1rockport.org](mailto:president@1rockport.org)  
[www.rockport-fulton.org](http://www.rockport-fulton.org)

Our mission is to work in partnership with businesses, individuals and governmental entities to promote commerce and tourism while maintaining and enhancing the environment.



Follow us on:



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**POLICIES AND PROCEDURES OF THE  
ROCKPORT-FULTON AREA CHAMBER OF  
COMMERCE  
TOURISM DEVELOPMENT COUNCIL**

**POLICIES AND PROCEDURES OF THE  
ROCKPORT-FULTON AREA CHAMBER OF COMMERCE.  
TOURISM DEVELOPMENT COUNCIL**

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**POLICIES AND PROCEDURES OF THE  
ROCKPORT-FULTON AREA CHAMBER OF COMMERCE  
TOURISM DEVELOPMENT COUNCIL**

**ARTICLE I  
NAME**

The name of this Council shall be the Tourism Development Council (hereinafter referred to as the Council), which is governed by the Rockport-Fulton Area Chamber of Commerce (hereinafter referred to as the Chamber).

**ARTICLE II  
MISSION STATEMENT**

The Council is an arm of the Chamber. It is an 18 member council that meets every other month unless otherwise deemed necessary by the Council. The Council governs the expenditures of the portion of the local Hotel Occupancy Tax (hereinafter referred to as HOT funds) provided to the Council by contractual relationships between the Chamber and Aransas County, the City of Rockport and the Town of Fulton. These expenditures will provide a coordinated, professional advertising and promotional program to make Aransas County and the Rockport-Fulton area a travel destination.

**ARTICLE III  
POLICIES**

Section 1. The Council shall be nonsectarian, nonpartisan and nonprofit.

Section 2. The Council shall observe all local, state and federal laws and contracts which apply to the expenditures of HOT funds.

Section 3. The Council's expenditures and decisions must be ratified by the Board of Directors of the Chamber. The Council shall at all times be governed by the Chamber's Bylaws.

Section 4. The Council's funds shall be spent to attract overnight visitors to the Rockport-Fulton area. Funds may not be spent if the expenditures do not directly relate to the promotion of area tourism as defined in the State of Texas Tax Code.

Section 5. Subcommittees may be appointed by the Chairperson for special functions of the Council.

Section 6. Any strategic or substantial changes in any action approved by the Council shall require a vote of the entire Council unless events preclude a meeting of a quorum of the Council. Every attempt shall be made to have a meeting of a quorum of the Council; however, if conditions prevent this meeting from occurring decisions may be made by the Chairperson, the Vice Chairperson and the CEO of the Chamber by meeting or electronically communicating. The entire Council will be advised of any decisions that are made in this manner as soon as possible after any decisions are made.

Section 7. The Council's year shall coincide with the Chamber's year.

Section 8. Council meetings shall be open to the public.

## ARTICLE IV

### MEMBERSHIP

Section 1. Membership shall be limited to individuals who are members in good standing of the Chamber.

Section 2. Potential members of the Council must submit an application to the Council. Applications for Council membership shall be made available through and submitted to the Chamber office. A review committee consisting of the Chairman, the Vice-chairman and 2 other council members shall make recommendation to the Chairman at the upcoming meeting. The review committee will submit the names of their nominations and open for discussion list of additional applications. Applications will be provided to the Council and the selection of members shall be made by a majority vote of the Council members present at the Council meeting prior to the expiration of the annual term.

The membership of the Council shall consist of 13 community members drawn from the Chamber membership. These 13 members will be representative of the following segments of the community:

- Accommodations
- Arts
- Attractions
- Birding/Eco-tourism
- Financial/Insurance/Legal
- Real Estate Services
- Recreational Vehicle Parks
- Restaurants
- Retail sales
- Service/Civic Organizations
- Sports/Fishing

It is not required that all of these segments be represented on the Council. Other segments may be added by a vote of the Council without a modification to these Policies and Procedures.

No more than three members shall represent one segment.

Additional members of the Council will be the Chair and Chair-elect of the Chamber and government liaisons representing Aransas County, the City of Rockport and the Town of Fulton. The CEO of the Chamber will be a non-voting member of the Council.

Section 3. Membership terms of community members shall be for 3 years and limited to two consecutive terms. Expiration of terms shall alternate, so that no more than seven members' terms shall expire in any given year. Terms will coincide with the Chamber's year.

Section 4. The Council will elect a Chair and Vice Chair by a majority vote of members present at the first meeting of the Council's year. The Chair and Vice Chair shall come from the 13 community members of the council. Terms of the Chair and Vice Chair shall be for one year and coincide with the membership term year. A community member may serve an additional year beyond the two consecutive terms if that member is elected to Chair the Council.

Section 5. Any vacancies that occur during a term will be filled by appointment of the Chair and approval by a majority of the Council members present at the meeting the member is appointed. Members appointed in this manner will serve out the term of the member they are replacing.

## **ARTICLE V QUORUM AND VOTING**

Section 1. Fifty-one percent (51%) of the membership shall constitute a quorum.

Section 2. All members shall have one vote. Proxies shall not be allowed. The Chair shall only vote to break a tie.

## **ARTICLE VI BUDGET**

Section 1. Each year the budget will be compiled by a subcommittee appointed by the Chair and approved by the Council. The budget must be submitted to the Council and approved by 31 May of each year. The budget year shall coincide with the funding entities' fiscal year.

Section 2. Prior to the preparation of the budget the Council will prepare a Marketing Plan for the upcoming year. The Budget subcommittee will use this Marketing plan as a guideline in preparing the budget.

**ARTICLE VII  
CONTINGENCY FUND**

Section 1. The Council may maintain a Contingency Fund to be used in the event of a catastrophic event that adversely affects the level of tourism to the area such as, but not limited to, a hurricane.

Section 2. The amount to be held in this Contingency Fund shall be set during the annual budget process.

Section 3. The use of these funds will be determined using the process described in Article III, Section 6 of these Policies and Procedures.

**ARTICLE VIII  
PARLIAMENTARY AUTHORITY**

The rules of parliamentary practice comprised in the current edition of Robert's Rules of Order Newly Revised, shall govern all proceedings of the Council, subject to such special rules as adopted in these Policies and Procedures.

**ARTICLE IX  
AMENDMENTS**

These Policies and Procedures may be amended or revised by a two-thirds vote of the Council. All proposed amendments shall be submitted in writing to the Chairperson and the CEO of the Chamber. Any proposed amendments shall be sent to each member of the Council 15 days prior to the meeting that the amendments will be voted on.

**ARTICLE X  
DISSOLUTION**

In the event of dissolution of the Council, all funds remaining after payments of all expenses incurred shall be returned to the government entities that provided the funds to the Chamber.

\*\*\*\*\*

## **REVISION HISTORY**

June 20, 2000 updated - Tourism Development Council

July 18, 2000 updated - Rockport-Fulton Area Chamber of Commerce Board of  
Directors

October 16, 2000 updated - Tourism Development Council

October 17, 2000 updated - Rockport-Fulton Area Chamber of Commerce Board of  
Directors

April, 2007 updated – Tourism Development Council

Rockport-Fulton Area Chamber of Commerce, Inc.  
Hotel Tax Account  
October 1, 2010 through  
September 30, 2011

Expenses	Rockport Budget	October- December 10	January- March 11	April-June 11	July- September 11	Total	% of Total Budget
Accounting Fees	1,000.00	2,100.00	-	-	-	2,100.00	210.00%
Administrative services reimbursement	54,000.00	13,386.00	13,386.00	13,386.00	-	40,158.00	74.37%
Advertising and promotion	220,000.00	84,785.96	59,078.42	55,481.52	-	199,345.90	90.61%
Conference Fees	1,200.00	100.00	-	-	-	100.00	8.33%
Contract Services	1,000.00	1,000.00	-	-	-	1,000.00	100.00%
Dues and Subscriptions	1,300.00	-	200.00	303.00	-	503.00	38.69%
Event funding assistance	3,000.00	-	-	1,430.48	-	1,430.48	47.68%
Food, beverages and meals	1,500.00	252.56	55.67	100.46	-	408.69	27.25%
Maintenance and repairs	200.00	-	-	262.00	-	262.00	131.00%
Mileage and travel	2,000.00	302.67	601.07	-	-	903.74	45.19%
Postage and freight	2,000.00	393.68	322.88	838.08	-	1,554.62	77.73%
Printing and publication	8,800.00	713.95	60.00	2,773.00	-	3,546.95	52.16%
Prizes, gifts and awards	500.00	-	179.70	-	-	179.70	35.94%
Rentals and fees	500.00	-	75.00	-	-	75.00	15.00%
Supplies	500.00	25.43	123.46	179.70	-	328.59	65.72%
Telephone	4,000.00	722.51	638.46	289.60	-	1,650.57	41.26%
Web site maintenance	500.00	-	265.00	-	-	265.00	53.00%
<b>Total Expenses</b>	<b>300,000.00</b>	<b>103,782.76</b>	<b>74,985.66</b>	<b>75,043.82</b>	<b>-</b>	<b>253,812.24</b>	<b>84.60%</b>

June 20, 2011

Irma Parker  
City Secretary  
City of Rockport  
622 E. Market  
Rockport, TX 78382

Dear Irma,

Enclosed is the report for expenditures of the Hotel Occupancy Tax funds for the First Quarter of the calendar year (Third Quarter of the Fiscal Year – April through June 2011).

Expenses, for the Rockport Hotel Tax Account, totaled \$75,043.82 for the quarter. We did have a Visitor Center maintenance item that ran \$62.00 more than what was budgeted.

Please advise if you have any questions or would like further details.

Thank you for your assistance.

Sincerely,

Diane Probst  
President/CEO

# SAN ANGELO CHAMBER OF COMMERCE

**From:** Phil Neighbors [<mailto:Phil@sanangelo.org>]  
**Sent:** Tuesday, September 06, 2011 12:56 PM  
**To:** Carol Artz-Bucek  
**Subject:** RE: Pearland Chamber

**Phil Neighbors, CCE**  
**President**  
**San Angelo Chamber of Commerce**  
**418 W. Avenue B**  
**San Angelo, TX 76903**  
**(325) 655-4136 Ext 222; (325) 656-5530 - cell**  
[phil@sanangelo.org](mailto:phil@sanangelo.org)

Hi Carol,

Our contract with the City is revised or renewed annually. That contract, and a few things mentioned in our procedures handbook, governs our relationship with the CVB rather than a separate set of bylaws for CVB. The CVB Board is advisory to the Chamber Board, so any major recommendations or new spending issues come to the Chamber Board for approval. That said, the CVB Board hears reports from staff on a monthly basis and keeps in closer contact with CVB activities, including advertising, sales and promotion activities, operation of the Visitor Center, etc. The CVB staff report to the VP of the CVB, and all are Chamber employees who ultimately report to the Chamber President.

The CVB VP (Director) is evaluated annually by the President. The evaluation includes annual goals, benchmarks, and typical employee performance criteria. This is similar to the evaluations of the other two department heads (Economic Development and Chamber Services) and serves as a fair evaluation of the CVB Director in years when tourism is down (last year) or up (this year).

The Chamber does quarterly reports to City Council, given either by CVB staff, volunteer leadership or the Chamber President. Reporting includes a written report showing occupancy, ADR and RevPAR by month compared with same month previous year and benchmarking ourselves with similar cities. It also includes business booked that the CVB worked, new or revised publications, Visitor Center stats, and other indicators.

**CONVENTION AND VISITORS BUREAU CONTRACT**

STATE OF TEXAS

§  
§  
§

COUNTY OF TOM GREEN

This Contract between the City of San Angelo, Texas, a home rule municipal corporation ("City") acting herein by and through its duly authorized Mayor, and the San Angelo Chamber of Commerce, Inc. a non-profit corporation ("Chamber") acting herein by and through its duly authorized President, is effective as of October 1, 2008.

City owns a coliseum, auditorium, and convention center that are used to promote tourism, conventions, and cultural events for the citizens of San Angelo.

Chamber is an organization that, among other things, promotes such activities referred to above.

The City of San Angelo levies a tax upon hotel and motel occupancy within the City as authorized by law for the promotion, solicitation, encouragement, and development of tourism and conventions for City.

The parties believe that the Chamber should supervise those programs which promote tourism and the convention industry and which are funded by said hotel and motel occupancy tax by operating a Convention and Visitors Bureau ("Bureau").

NOW, THEREFORE, in consideration of the premises and covenants herein contained, City and Chamber agree as follows:

1. **Formation.** City does hereby engage and hire Chamber to manage and operate a Bureau and to render the services herein contained, and Chamber does hereby agree to accept such hiring and engagement and to discharge such duties in accordance with the terms and conditions herein set forth.

2. **Independent Contractor.** In performing its duties and responsibilities hereunder, the parties acknowledge and agree that Chamber is and shall be an independent contractor and not an officer, agent, or employee of the City. This Contract is not intended to create a joint enterprise. There is no direct pecuniary purpose or profit motive, but rather the purpose of this Contract is to further the public good. Additionally, the Chamber has the sole right to continue and manage its operations.

3. **Operation.** The Bureau shall encourage, promote, and solicit tourism and conventions for the City of San Angelo.

4. **San Angelo Convention and Visitors Board.** To assist in encouraging, promoting, and soliciting tourism and conventions for City, Chamber shall appoint annually a San Angelo Convention & Visitors Board whose members and composition shall be determined by the Chamber. The Board shall perform, among others, the following functions:

- 4.1. Encourage and promote the development of tourism and conventions in the City of San Angelo.
- 4.2. Recommend to Chamber projects and programs to promote, encourage and solicit tourism and conventions for the City of San Angelo.

4.3. **Advise and assist Chamber in the preparation of the annual budget of the Bureau.**

5. **Budget.** Chamber shall submit to the City Manager an annual operating budget for the Bureau for the next city fiscal year based upon the estimated revenue to be paid to Chamber by City out of the hotel and motel occupancy tax as set out hereafter. Said budget shall reflect the proposed expenditures based upon estimated revenue, to be made by the Bureau during said fiscal year and the purposes for which said expenditures are to be made. Expenditures shall be made only in accordance with the approved City Council budget. Budgets shall be prepared by Chamber, approved by the Bureau Board, and submitted to the City Manager for submission to the City Council.

6. **Revenue.** City agrees to give Chamber money from the hotel and motel occupancy tax for operation of the Bureau to manage or supervise programs and activities funded in accordance with the terms of the ordinance establishing said tax, dated September 27, 1983, and any amendments thereto. Payments to Chamber shall be made monthly as said tax is received by City.

7. **Use of Funds.** It is expressly understood and agreed by City and Chamber that all funds received from the hotel and motel occupancy tax that are paid to Chamber shall be used solely for the purposes of encouraging, promoting, and soliciting conventions and tourism for the City of San Angelo. An amount equal to at least the amount of revenue received by City from the tax at a rate of 1% of the cost of a room must be used for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to City and its vicinity. The hotel and motel occupancy tax revenue may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if said administrative costs are incurred directly in the promotion of conventions and tourism for City. However, hotel and motel occupancy tax revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention industry.

8. **Financial Records.** Chamber shall maintain complete and accurate financial records of each expenditure of the hotel occupancy tax revenue made by Chamber and shall make periodic reports to the City Council, on a minimum quarterly basis, listing all expenditures made. All hotel and motel tax revenue shall be kept in a separate account and shall not be commingled with any other money. The City Council may, upon reasonable notice, audit all books and records of Chamber and Bureau. All expenditures shall be made in accordance with the annual budget adopted by the City Council and any amendments thereto. Additionally, Chamber shall comply with V.T.C.A., Tax Code, Section 351.108 as applicable.

9. **Group Insurance Program Participation.** Employees of the Bureau may participate in City group health, dental, and life insurance programs at the premium costs in effect for City employees, so long as such participation is legally permissible.

10. **Reporting.** Chamber shall report quarterly to the City Council on the Bureau's progress and plans regarding advertising, promotions, travel shows, and the general progress of the Bureau in promoting tourism, conventions, and cultural events for the City of San Angelo.

11. **Term.** This Contract shall be for a two (2) year term, beginning from its effective date October 1, 2008, and ending September 30, 2010, unless sooner terminated.

12. Termination. It is understood and agreed that either party may terminate this Contract by giving the other party notice in writing of said termination 30 days prior to termination. No funds will be advanced to Chamber after notice of termination is given.

13. Unspent Funds Returned. Upon termination of this Contract, Chamber shall deliver to City all funds derived from the hotel and motel occupancy tax that it may have and all removable personal property that may have been purchased with funds derived from said tax.

14. Assignment. This Contract is not subject to assignment without prior written consent of the other party. Additionally, no subgrants shall be allowed without prior written consent of City.

15. Hold Harmless. Each party agrees to indemnify, save harmless, and defend the other from any and all claims, causes of action, and damages of every kind arising from the operations of the other, its officers, agents, and employees, carried out in furtherance of this Contract.

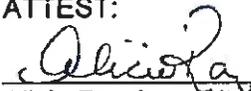
EXECUTED in duplicate originals this 16<sup>th</sup> day of February, 2010.

CITY OF SAN ANGELO

By:

  
Harold Dominguez, City Manager

ATTEST:

  
Alicia Ramirez, City Clerk

SAN ANGELO CHAMBER OF COMMERCE,  
INC.

By:

  
Phil Neighbors, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

## Convention & Visitors Bureau



CVB staff will continue to participate in sporting shows to promote San Angelo in 2011. Pictured is Jenni Hutcherson, CVB Sales & Servicing Director, at the 2010 TEAMS convention.

- Accelerate group business marketing to attract meetings, conventions, and sporting events. Work closely with the City to avoid duplication in marketing and advertising endeavors
  - Continue participation in select sporting shows as permitted, including TEAMS. Promote the 5th annual Showdown in San Angelo drag boat races which will again be televised in 2011
  - Implement efforts to increase visitor attendance at our highest profile events including Rodeo, Art for All the Senses, Celebration of Champions, Drag Boat Races, Roping Fiesta, Christmas at Old Fort Concho, and Concho Christmas
  - Market ASU to assist in student recruitment efforts and in raising the overall recognition of ASU and San Angelo among prospective students and faculty. Expand Lubbock ties for possible meeting opportunities
  - Work with both Goodfellow and ASU to increase San Angelo's global visibility, capitalizing on our increased international visitation
  - Continue the positive momentum created by the award-winning marketing campaign with an aggressive media placement schedule
  - Develop a new 3-minute video for marketing San Angelo and to be used on the CVB website
  - Develop a new sports video targeting specific sports markets in collaboration with the City of San Angelo Sports Department
  - Accelerate the dissemination of press releases and investigate special press opportunities outside of San Angelo in our major markets
  - Continue our increased focus on female travelers and sports groups
  - Survey meeting planners after their San Angelo events and send a "thank you" gift in appreciation
  - Enhance "hospitality/welcome" gestures for groups coming to San Angelo such as welcome banners, welcome posters, and marquee welcomes
- ### Visitor Center Operations
- Expand our Tourist VIP Tracking program to better evaluate where our visitors and groups are coming from and the return on investment for our advertising. Continue surveying Visitor Center tourists and compile reports every six months
  - Monitor operations closely and continue to analyze the costs and effectiveness of the operation
  - Train and monitor the volunteer corps, operations, recruitment and scheduling to ensure first-class visitor service
  - Further develop our retail component at the San Angelo Visitor Center selling unique San Angelo items for additional marketing income
- ### Marketing and Advertising
- Develop a new sporting event venue guide with assistance from the city sports department and incorporate this information into our website
  - Hire a professional photographer to take virtual photography for our new website
  - Work with the City of San Angelo, Downtown San Angelo, ASU and wayfinding consultant recommendations and move forward to implement and fund our five year signage plan
  - Research historic monthly performance and trends to develop hotel occupancy goals and performance on an annual basis
  - Research additional sources that could provide marketing dollars such as sponsorships and co-op opportunities with Texas Forts Trail and West Texas Marketing Group
  - Recognize community industries and groups that annually bring their meetings to San Angelo
  - Work closely with newly formed West Texas Marketing group to launch a new website and develop additional itinerary samples. Meet with the Governor's office of tourism to discuss how they might be able to help us in our marketing efforts
- ### Sports Task Force
- Maintain and further develop the "Sports Central" website
  - Find additional bid possibilities such as the National Wakeboarding Tournament, Little League Tournaments, LULAC Tournaments and Football playoff games to bring additional sporting events to San Angelo
  - Continue the support of the half-cent sales tax to improve and develop sports facilities, and work with the committee to develop a new sports video
  - Further develop the Hunting Forum and the Hunters Guide on our website. Investigate additional hunting industry events that we may be able to host
  - Continue hunting shows and utilize the hunting forum as manpower to work the shows. Evaluate other hunting co-op opportunities with other cities such as Brady, Eden and Brownwood
  - Promote and create an awareness of the Texas State Bank Sports Complex on Rio Concho Drive.

CONVENTION & VISITORS BUREAU  
 INCOME, EXPENSE AND PROFIT/LOSS STATEMENT  
 FOR THE ONE MONTH AND THE TEN MONTHS ENDING OCTOBER 31, 2011

	MONTH TO DATE	YEAR TO DATE
<b>INCOME:</b>		
HOTEL/MOTEL TAX RECEIPTS	\$ 69,557.51	\$ 638,645.06
INTEREST INCOME	38.08	313.96
VISITORS CENTER SALES	<u>656.00</u>	<u>6,382.58</u>
<b>TOTAL INCOME</b>	<b>70,251.57</b>	<b>645,341.60</b>
 <b>OPERATING EXPENSES:</b>		
SALARIES & BENEFITS	21,749.10	204,517.36
OVERHEAD	3,353.52	54,655.38
ADMIN EXPENSE	3,086.80	31,822.67
AUDIT	<u>0.00</u>	<u>2,600.00</u>
<b>TOTAL EXPENSES</b>	<b>28,189.42</b>	<b>293,395.41</b>
 <b>MARKETING EXPENSES:</b>		
MARKETING EXPENSES	<u>25,281.22</u>	<u>233,794.70</u>
<b>TOTAL PROGRAM EXPENSES</b>	<b>25,281.22</b>	<b>233,794.70</b>
 <b>TOTAL EXPENSES</b>	 <b>53,470.64</b>	 <b>527,190.11</b>
 <b>OPERATING INCOME(LOSS)</b>	 <b>16,780.93</b>	 <b>118,151.49</b>
 <b>DESIGNATED FUND EXPENSES</b>		
Sports Fund Expense	<u>5,500.00</u>	<u>20,000.00</u>
<b>TOTAL DESIGNATED FUND EXPENSES</b>	<b>5,500.00</b>	<b>20,000.00</b>
 <b>DESIGNATED FUNDS INCOME</b>		
Sports Fund Donations	<u>0.00</u>	<u>0.00</u>
Wayfinding Donations	<u>0.00</u>	<u>0.00</u>
 <b>(12) NET PROFIT/(LOSS)</b>	 <b>\$ 11,280.93</b>	 <b>\$ 98,151.49</b>

**Convention & Visitors Bureau  
OPERATING INCOME STATEMENT  
FOR THE ONE MONTH AND THE TEN MONTHS ENDING OCTOBER 31, 2011**

	MONTH ACTUAL October	YEAR TO DATE 2011	YEAR TO DATE 2010	ANNUAL BUDGET 2011	YEAR TO DATE PERCENT 2011
<b>INCOME:</b>					
(13) Hotel/Motel Tax Receipts	\$ 69,557.51	\$ 638,645.06	\$ 550,855.85	\$ 700,000.00	91.24
Interest Income	38.06	313.98	720.55	3,000.00	10.47
Visitors Center Sales	<u>656.00</u>	<u>6,382.58</u>	<u>7,637.75</u>	<u>10,000.00</u>	<u>63.83</u>
<b>Total Income</b>	<u>70,251.57</u>	<u>645,341.60</u>	<u>559,213.95</u>	<u>713,000.00</u>	<u>90.51</u>
<b>OPERATING EXPENSES:</b>					
Extra Help/Part-time	1,229.10	9,074.92	13,029.36	16,000.00	56.72
Administrative Wages	16,636.05	154,188.20	150,716.38	184,000.00	83.80
Social Security	1,004.07	9,924.00	9,774.94	11,500.00	88.30
Bookkeeping & Administration Fee	1,416.66	14,166.60	14,166.60	17,000.00	83.34
Medicare	234.83	2,320.80	2,285.03	2,780.00	83.52
Retirement Plan	384.05	8,353.29	7,680.11	7,000.00	90.77
Unemployment Comp	49.29	514.42	684.76	300.00	172.05
Group Insurance	2,211.71	22,141.63	17,942.50	26,330.00	84.10
Audit	0.00	2,600.00	2,520.00	2,600.00	100.04
Ren/Storage Bldg	80.00	800.00	800.00	960.00	83.42
Facility Agreement	0.00	2,250.00	2,500.00	3,000.00	75.03
Cornerstone Expense	250.00	400.00	828.18	150.00	268.46
Equipment Expense	693.11	9,951.25	12,561.82	18,000.00	55.29
General Insurance	5.20	3,820.80	3,719.56	5,000.00	72.43
Utilities	831.06	10,709.87	8,815.79	14,000.00	76.51
Postage	0.00	1,769.83	1,732.66	2,600.00	68.10
Security	0.00	1,429.66	1,169.73	2,000.00	71.52
Telephone	575.70	7,673.42	6,705.55	8,500.00	90.29
Computers/Database Support	0.00	1,752.17	4,538.77	5,000.00	35.05
Office Supplies	100.45	4,685.62	3,808.75	6,500.00	72.10
Christmas Lights Expense	0.00	0.00	0.00	1,750.00	0.00
Automobile Allowance	1,116.41	14,089.62	11,579.73	15,000.00	93.94
Maintenance	818.00	9,812.66	9,641.37	11,800.00	82.87
Miscellaneous Office Support	538.65	1,635.27	1,819.34	2,000.00	81.80
Volunteer Program	15.08	1,731.18	1,558.90	2,000.00	88.80
<b>Total Operating Expenses</b>	<u>28,189.42</u>	<u>293,395.41</u>	<u>290,979.81</u>	<u>365,570.00</u>	<u>80.26</u>
<b>MARKETING/ADVERTISING:</b>					
(14) Professional Dues	3,735.00	5,320.00	2,555.00	8,000.00	88.88
Professional Training/Conferences	0.00	5,340.85	3,683.78	4,500.00	118.71
Subscriptions	60.50	3,534.80	3,173.60	5,000.00	70.71
Postage/Marketing	150.26	1,597.44	5,190.40	5,000.00	31.96
(15) Advertising/Publicity	10,832.50	126,388.12	64,890.48	138,866.00	91.02
Public Relations	26.34	4,782.17	2,275.77	5,000.00	95.68
Telephone (800 Number)	28.36	300.07	254.66	400.00	75.21
Visitor Event Incentive	98.00	2,598.00	266.50	50,000.00	5.20
Convention Servicing Supplies	(522.00)	12,031.19	13,561.75	25,000.00	48.13
Visitor Center Merchandise	723.75	4,123.21	2,371.09	6,000.00	68.73
CVB Website	0.00	360.00	315.00	5,000.00	7.20
Promotional Items	0.00	7,988.57	8,929.84	11,000.00	72.45
Printing/Brochure Development	0.00	6,187.50	4,164.39	13,000.00	47.80
(16) Visitors & Travel Marketing	2,021.00	9,485.88	13,055.73	13,000.00	72.97
(17) Convention & Travel Trade	4,656.43	34,016.46	19,974.70	48,000.00	70.87

**Convention & Visitors Bureau  
OPERATING INCOME STATEMENT  
FOR THE ONE MONTH AND THE TEN MONTHS ENDING OCTOBER 31, 2011**

	MONTH ACTUAL October	YEAR TO DATE 2011	YEAR TO DATE 2010	ANNUAL BUDGET 2011	YEAR TO DATE PERCENT 2011
Trade Shows	<u>3,371.08</u>	<u>9,760.44</u>	<u>7,134.70</u>	<u>13,000.00</u>	<u>75.09</u>
Total Marketing/Advertising	<u>25,281.22</u>	<u>233,794.70</u>	<u>151,797.37</u>	<u>348,786.00</u>	<u>67.04</u>
<b>TOTAL EXPENSES</b>	<u>53,470.64</u>	<u>527,190.11</u>	<u>442,777.18</u>	<u>714,336.00</u>	
<b>OPERATING BUDGET INC/LOSS</b>	16,780.93	118,151.49	116,436.77	(1,336.00)	
<b>DESIGNATED FUNDS INCOME</b>					
Sports Fund Donations	0.00	0.00	1,325.00		
Wayfinding Donations	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		
<b>TOTAL DESIGNATED FUND INCOME</b>	0.00	0.00	1,325.00		
<b>DESIGNATED FUNDS EXPENSE</b>					
(18) Sports Fund Expense	5,500.00	20,000.00	7,850.30		
Wayfinding Signage Expense	0.00	0.00	8,400.00		
CVB Bid Incentive Expenses	0.00	0.00	0.00		
Transfer to Sports Fund	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		
<b>TOTAL DESIGNATED FUND EXPENSE</b>	5,500.00	20,000.00	16,250.30		
<b>SURPLUS (DEFICIT)</b>	<u>11,280.93</u>	<u>98,151.49</u>	<u>101,511.47</u>		

# POTTAWATTAMIE COUNTY GROWTH ALLIANCE

**OPERATIONAL POLICY OF THE  
POTTAWATTAMIE COUNTY GROWTH ALLIANCE**

**ARTICLE I.**

**GENERAL**

**Section 1. NAME**

The name of this division shall be the Pottawattamie County Growth Alliance ("Alliance") and it shall operate as a division of the Council Bluffs Area Chamber of Commerce ("Chamber").

**Section 2. OBJECTS AND PURPOSES**

The Alliance is organized to achieve the objectives of:

- 1.) Promoting business and community growth and development
- 2.) Promoting economic programs designed to strengthen and expand the income potential of all business with within the trade area
- 3.) Promoting programs of a civic and cultural nature which are designed to increase the functional and aesthetic values of the community
- 4.) Discovering, researching and correcting abuses which prevent promotion of business expansion and community growth
- 5.) Expanding the tax base of the area, and
- 6.) Creating and retaining quality jobs for area citizens.

**Section 3. LIMITATION OF METHODS**

The Alliance shall observe all local, state, and federal laws, which apply to a non-profit organization as defined in Section 501 ( C ) (6) of the Internal Revenue Code.

**ARTICLE II.**

**MEETINGS**

**Section 1. ANNUAL MEETING**

The annual meeting of the Alliance Board shall be held during September of each year. The time and place shall be fixed by the alliance and notice thereof mailed to each Board member at least

ten (10) days before said meeting. At each annual meeting the election of officers and directors shall take place, the annual budget shall be approved and such other business shall be transacted as may be properly presented to such meeting.

**Section 2. MONTHLY MEETINGS**

Alliance Board meeting shall normally be conducted once each month unless otherwise determined by the Chairman.

**Section 3. ADDITIONAL MEETINGS**

General meetings of the Alliance Board may be called by the Chairman at any time. Notice of special meetings shall be mailed to each Board member at least five (5) days prior to such meetings.

**Section 4. QUORUMS**

At any duly called meeting of the Alliance Board, a majority of the Board members shall constitute a quorum of the Board for the transaction of business.

**Section 5. VOTING**

Each Alliance Board member shall be entitled to cast one vote. The act of the majority of the Board members present at a meeting at which a quorum is present shall be the act of the Board, except to the extent otherwise provided herein.

**Section 6. INFORMAL ACTION**

Any action which may be taken at a meeting of the members of the Alliance Board or of a committee of the Board member, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Board members or all of the Board members of the committee, as the case may be. The consents need not be signed on the same document.

**Section 7. ORIENTATION**

Orientation of the activities and the purpose of the Alliance shall be conducted for all Board members and interested parties on a periodic basis.

## ARTICLE III

### ALLIANCE BOARD

#### Section 1. COMPOSITION OF BOARD

The Alliance Board shall be composed of thirteen (13) members and three (3) ex-officio members. All regular Board members shall have voting rights during their term of office. The Board shall be composed of the following Members:

1. One member who shall be the then current Chairman of the Council Bluffs Area chamber of commerce, who shall serve a one-year term;
2. One member who shall be a current active member of the Board of Directors of the Council Bluffs Area Chamber of Commerce (other than the Chairman), who shall serve a two-year term;
3. One member who shall be the then current mayor of the City of Council Bluffs, Iowa, and who shall continue to serve on the Board for so long as he or she is Mayor;
4. One member who shall be a current active member of the Council Bluffs, Iowa, City Council who shall serve a two-year term;
5. One member who shall be current active member of the Board of directors of the Pottawattamie county Development Corporation who shall serve a term of two years;
6. One member who shall be a current active member of the Board of Directors of the council bluffs Industrial Foundation, who shall serve a term of two years;
7. One member who shall be a current active administrator of Iowa Western community College who shall serve a two year term;

8. One member who shall be a current active member of the Pottawattamie County Board of Supervisors who shall serve a two-year term.
  
9. Four at-large members who shall be elected by the Alliance Board and who shall each serve for a term of three years;
  
10. One member who shall be a current active member of the Board of Directors of the River Bend Marketing Corporation;
  
11. The Director of Community Development of the city of Council Bluffs, Iowa, the Vice-President for Economic Development of the chamber and the President of the Chamber shall each serve as ex-officio, non-voting members.

The initial member of the alliance Board shall be as follows:

1. Gary Hurley-Chairman, Chamber Board
2. Jim Hughes-Member, Chamber Board
3. Tom Hanafan-mayor
4. Scott Belt-Councilman, Council Bluffs City Council
5. Cliff Kathol-Member, PCDC Board
6. Ron Tekippe - Member, Council Bluffs industrial Foundation Board
7. Stan Grote- Supervisor, Pottawattamie County
8. Tom Whitson-Member, River Bend Marketing Corporation Board
9. Mick Evanson- At-large
10. Dave Holcomb-At-large
11. Doug Okuniewicz-At-large
12. Matt Walsh-At-large
13. Dan Kinney-Administrator, Iowa Western Community College

## Section 2. GENERAL POWERS

The governance and policy-making responsibilities of the alliance shall be vested in the Alliance Board, which shall direct its affairs. The Alliance Board shall determine the general policies of the organization and approve the program and projects, outline the

function of the Alliance, approve finances and budge, and approve the establishment of all committees. The Alliance Board shall be responsible for securing the finances necessary for the operation of the Alliance and the Alliance Board dare subject to review and approval of the council Bluffs Area chamber of commerce Board of directors ("Chamber Board') as the Chamber Board may determine from time to time. The Chamber of Board shall have the right to over ride the decisions of the alliance Board if deemed by the chamber Board to be detrimental to the overall goals and objectives of the chamber.

**Section 3. SELECTION AND ELECTION OF OFFICERS**

At the annual meeting, the Alliance Board shall elect a Chair, Chair Elect, and Treasurer for the Alliance who will serve for the next succeeding fiscal year commencing October 1. Those publicly elected officials serving on the Alliance Board may not serve as Chairman of the Alliance Board or as officers of the Alliance.

**Section 4. SEATING OF NEW DIRECTORS**

All newly elected members shall be seated at the regular October meeting and shall be participating member thereafter. Retiring members shall continue to serve until their successors are seated.

**Section 5. VACANCIES**

A member of the Alliance Board who shall be absent from three (3) consecutive regular meetings of the Alliance Board shall be considered delinquent and may be removed from the Board by the Chairman. Continued membership on the alliance Board will be subject to Chairman's approval. A member of the Alliance Board who shall no longer serve in the position for which is required to hold his/her Board seat (i.e., a City council Member who no longer serves on the City Council) shall be removed from the Board and the vacancy filled for his/her remaining term. Any vacancies occurring in the Board shall be filled for the balance of the remaining term by the affirmative vote of the majority of the remaining directors, though less than a quorum.

**Section 6. MANAGEMENT**

The Chamber shall provide staffing and day-to-day management for the Alliance and shall fix salary and other considerations of employment. All employees shall be employees the Chamber whose salaries, benefits, and all other remuneration shall be funded

with designated alliance funds. The number of employees working in support of Alliance projects will depend on the funding available for the positions as determined by the Alliance. The Alliance officers will share in the evaluation of Alliance staff performance.

## ARTICLE IV

### OFFICERS

#### Section 1. DUTIES OF OFFICERS

- A. CHAIRMAN. The Chairman of the Board shall serve as the head of the Alliance Board and shall preside at all Alliance Board meetings.
- B. CHAIRMAN-ELECT. The Chairman-elect shall exercise the power and authority and perform the duties of the Chairman in the absence or disability of the Chairman. The Chairman-elect will be responsible for determining that the program activities of the Alliance are of such duration as is required, at all times being alert to assure that the activities of the Alliance are directed toward achieving the business and community goals and objectives of the Alliance.
- C. TREASURER. The Treasurer shall be responsible for the safeguarding of all funds received by the Alliance and for their proper disbursement. Such funds shall be kept on deposit in separate segregated accounts in financial institutions approved by and in the name of the Chamber d/b/a the Alliance, and shall be subject to being drawn on by checks signed by the Treasurer and the Chairman, or, in the absence of either or both, by any two (2) officers of the Alliance. The Treasurer shall cause a monthly financial report to be made to the Alliance Board and to the Chamber Board. The treasurer shall also confer on a quarterly basis with the treasurer of the Chamber and the Chamber President.
- D. SECRETARY/VICE PRESIDENT OF ECONOMIC DEVELOPMENT. The Vice-President of Economic Development for the Chamber shall be the primary staff person conducting the day-to-day affairs of and overseeing the activities of the Alliance. He/She shall serve as secretary of the

Alliance Board, and cause to be prepared notices and minutes of meetings of the Alliance Board.

The Vice President of Economic Development shall serve as advisor to the Chairman and Alliance Board on program planning, budgeting, and day-to-day project implementation. He/She shall assemble information and cause to be prepared special reports as directed by the Alliance Board. He/She shall be responsible for administration of the program of work in accordance with the operational standards, policies and regulations of the Alliance.

The Vice President of Economic Development, the Director of Community Development of the City of Council Bluffs, Iowa and the President of the Chamber shall be ex-officio, non-voting members of the Alliance and all committees.

The Vice President for Economic Development shall be responsible for the preparation of an operating budget covering all activities of the Alliance, subject to approval of the Alliance Board. He/She shall be responsible for all expenditures with approved budget allocation.

## ARTICLE V

### COMMITTEES AND DIVISIONS

#### Section 1. COMMITTEES

The Chairman, by and with the approval of the Board, shall appoint all committees and committee chairmen. He may appoint such task forces and their chairmen, as he deems necessary to carry out the program of the Alliance. Committee appointments shall be at the will and pleasure of the Chairman and in no event shall exceed the term of the appointing Chairman.

It shall be the function of the various committees and task forces to make investigations, conduct studies and hearings, make recommendations to the Alliance and to carry on such activities as may be delegated to them by the Alliance Board.

#### Section 2. No action by any member, committee, or officer of the Alliance shall be binding upon, or constitute an expression

of, the policy of the Chamber unless it shall have been approved or ratified by the Chamber Board.

Committees and task forces shall be discharged by the Chairman when their work has been completed and their reports accepted, or when, in the opinion of the Alliance Board, it is deemed wise to discontinue the Committee or task force.

## ARTICLE VI

### FINANCES

#### Section 1. FUNDS

All funds received by the Chamber for the operation of the Alliance shall be accounted for separately from the Chamber's general fund. Funds of the Alliance unused from the current year's Alliance budget will be placed in a reserve account for the Alliance and shall be budgeted for use by the Alliance the next fiscal year.

#### Section 2. DISPURSEMENTS

Upon approval of the budget, the Vice President of Economic Development is authorized to make disbursements on accounts and expenses provided for in the budget without additional approval of the Alliance Board.

#### Section 3. FISCAL YEAR

The fiscal year of the Alliance shall close on September 30.

#### Section 4. BUDGET

The Vice President for Economic Development shall develop a budget of estimated income and expenses for each fiscal year and shall submit it to the Alliance Board and the Chamber Board for approval. Funding sources shall be secured and the budget presented for approval by the Alliance Board and the Chamber Board between July and September annually.

#### Section 5. AUDIT

The accounts of the Alliance shall be audited annually at the close of the business on September 30, by certified public



This Operational Policy may be amended or modified by the affirmative vote of a majority of the Alliance Board, but such amendments and/or modifications shall not become effective until approved by the Chamber Board.

ADOPTED BY RESOLUTION OF THE POTTAWATTAMIE COUNTY GROWTH ALLIANCE BOARD.

This \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999.

Attest: \_\_\_\_\_  
SECRETARY

# Workshop Item No. 3

3. **COUNCIL INPUT AND DISCUSSION:** REGARDING REPORT ON ALL CURRENT PROJECTS. *Mr. Trent Epperson, Project Director.*

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b> December 12, 2011	<b>ITEM NO.:</b> Workshop No. 3
<b>DATE SUBMITTED:</b> December 2, 2011	<b>DEPARTMENT OF ORIGIN:</b> Projects
<b>PREPARED BY:</b> Trent Epperson	<b>PRESENTOR:</b> Trent Epperson
<b>REVIEWED BY:</b> Mike Hodge	<b>REVIEW DATE:</b> December 2, 2011
<b>SUBJECT:</b> Monthly Project Update	
<b>EXHIBITS:</b> A – Monthly Reports 12.2011	
<b>EXPENDITURE REQUIRED:</b> \$NA <b>AMOUNT AVAILABLE:</b> \$NA <b>ACCOUNT NO.:</b> NA	<b>AMOUNT BUDGETED:</b> \$NA <b>PROJECT NO.:</b> NA
<b>ADDITIONAL APPROPRIATION REQUIRED:</b> <b>ACCOUNT NO.:</b> <b>PROJECT NO.:</b>	
<b>To be completed by Department:</b> <input type="checkbox"/> Finance <input type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution	

**EXECUTIVE SUMMARY**

Council will be updated regarding the status of all current projects, including water, drainage, wastewater and thoroughfare.

**RECOMMENDED ACTION**

Conduct the workshop.



# Monthly Projects Update

November 30, 2011

**Magnolia Road Expansion (& Water)  
Dixie Farm Road Widening  
East Mary's Creek Regional Detention Pond  
Recreation Center & Natatorium  
Hickory Slough Detention at Max Rd &  
Max Rd Sports Complex, Phase 1  
Far Northwest Wastewater Plant Improvements  
Hatfield Basin Trunk Sewer  
BellaVita Waterline Interconnect  
Dolores Fenwick Nature Center, Phase 2**

**Prepared by:  
Andrea Brinkley**

**For Distribution to City Council**

## **Magnolia Road Expansion and Water**

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### Progress this period:

Segment 3: (Construction Phase 1) Magnolia Rd. from Harkey Rd. to Veterans Dr.

Design Engineer: Othon Consulting Engineers

Contractor: WW Webber LLC

CM: PBS&J

Billed to Date: \$9,021,575.64

% Billed: 100%

Contract Days Used: 443 (90 rain days)

% of Contract Days: 89%

- Accepted into maintenance

Traffic Signal Installation at Southfork and CR90 and CR 94

Design Engineer: TEDSI Infrastructure Group

Contractor: Florida Traffic Control Devices

CM: Staff

- Accepted into maintenance.

Segment 3: (Construction Phase 1) Landscaping for Magnolia Rd. from Harkey Rd. to Veterans Dr.

Landscape Architect: Knudson

Contractor: Westco Irrigation

CM: Staff

Billed to Date: \$ 275,248.27

% Billed: 96%

Contract Days Used: 92 (2 rain days)

% of Contract Days: 100%

- Continued monitoring and payments for 2<sup>nd</sup> year of tree-only maintenance.

Segments 1 & 2: (Construction Phase 2) Magnolia Rd. from Veterans Dr. to SH 35 and John Lizer Rd. from SH 35 to Pearland Parkway

Segment 1: Kirst Kosmoski Inc.

Segment 2: Bridgefarmer & Associates

Contractor: Texas Sterling Construction

CM: Jacobs Carter Burgess

Billed to Date: \$11,995,397.08

% Billed: 95.34%

Contract Days Used: 575 (65 rain days)

% of Contract Days: 97.0%

- **Requested completion of warranty repairs on pavement markings.**

Segments 4 & 5: (Construction Phase 3) Magnolia Rd. from Morgan Rd. to Harkey Rd. and CR-89/Cullen Parkway from Southfork to Northfork

Design Engineers: Seg. 4 Cobb Fendley & Associates; Seg. 5 Klotz Associates

Magnolia Rd Bridge over Mary's Creek: Bridgefarmer & Associates

Contractor: Cross Roads Industries

CM: ESPA Corp

Billed to Date: \$9,748,318.33

% Billed: 98.6%

Contract Days Used: 507 (114 rain days)

% of Contract Days: 100%

- Contractor reported completion of punchlist items.
- Reviewed approach bridge slabs with engineers .

Magnolia Rd. Speed Zone Study:

Design Engineer: TEDSI Infrastructure Group

- Completed Speed Zone study report
- Coordinated with Engineering to prepare for Council workshop.

## Magnolia Road Expansion and Water (continued)

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### Planned activities for the period ending December 31, 2011:

Segment 3: (Construction Phase 1) Magnolia Rd from Harkey Rd. to Veterans Dr.

- Accepted into maintenance.

Segment 3: (Construction Phase 1) Landscaping for Magnolia Rd. from Harkey Rd. to Veterans Dr.

- Continue monitoring and payments for tree maintenance.

Segments 1 & 2: (Construction Phase 2) Magnolia Rd. from Veterans Dr. to Pearland Parkway

- Complete pavement marking repairs, close out documents, and make final payment.

Segments 4 & 5: (Construction Phase 3) Magnolia Rd from Morgan Rd. to Harkey Rd., and CR-89 from Southfork to Northfork.

- Resolve bridge approach slab issue.
- **Re-inspect final punch list items and issue Final Completion certificate.**
- Continue maintenance payments for median maintenance.

### Project Schedule:

- Construction Phase 1 (Magnolia Rd.: Harkey Rd. to Veterans Dr.)
  - Substantial completion August 27, 2008.
- Landscaping Ph 1 – Council Award on December 14, 2009.
  - Substantial completion April 13, 2010.
  - 2<sup>nd</sup> Yr Tree Maintenance completes April 2012.
- Construction Phase 2 (Segments 1 & 2: Veterans Dr. to Pearland Parkway)
  - Substantial completion: Revised: July 13, 2010
  - 2nd Yr Tree Maintenance completes August 2012.
- Construction Phase 3 (Segments 4 & 5: Magnolia Rd from Morgan Rd. to Harkey Rd., and CR-89 from Southfork to Northfork.)
  - Substantial completion: Revised to May 13, 2011; 114 rain days
  - 1<sup>st</sup> Yr landscape and irrigation maintenance completes May 2012.
- Traffic Signal Installation at Southfork and CR90 and CR 94:
  - Substantial Completion August 26, 2009.
- Speed Zone Study – All Phases
  - Draft Report: Late September 2011
  - Final Report: Mid October 2011
  - Council Approval – Scheduled for November 2011.

## **Dixie Farm Road Widening - Phase I**

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Design Engineer: Freese Nichols Inc.

Contractor: W.W. Webber LLC

Billed to Date: \$21,117,175.62

Contract Days Used: 529

CM: TxDOT

% Billed: 99%

% of Contract: 95%

### Progress this Period:

- Engineer preparing preliminary lay out for street lighting north of McDonald

### Planned activities for the period ending December 31, 2011:

- Meet and Coordinate with Center Point street lighting staff for power design and layout.
- Obtain approval from Center Point.
- Create plan set and bid out small contract.

### Project Schedule:

- Complete streetlight installation by 4<sup>th</sup> quarter of 2011.

## **Dixie Farm Road Widening - Phase II**

---

Design Engineer: Freese Nichols Inc.

Contractor: Hassell Construction

Billed to Date: \$10,267,268.39

Contract Days Used: 445

CM: TxDOT

% Billed: 80.61%

% of Contract: 90%

### Progress this Period:

- **Some work on punchlist work by contractor.**
- **Met with CPE regarding high cost for streetlight installation. CPE sent new cost.**
- **Plan for signal pre-emption work north of FM 518 at 2 intersections.**

### Planned activities for the period ending December 31, 2011:

- **Finalize agreement with CPE for streetlights and begin installation.**
- Complete signal pre-emption in Phase 1 segment.

### Project Schedule:

- Notice to Proceed April 9, 2009
- Substantial Completion: April 6, 2011.

## **Dixie Farm Road Detention Mitigation**

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Phase 1: Cowart's Creek and Clear Creek Detention

Design Engineer: Freese Nichols Inc.

Contractor: Lecon Inc.

CM: Staff

Billed to Date: \$1,347,670.00  
Contract Days Used: 180

Billed: 99%  
% of Contract: 94.2%

Progress this period:

- Accepted into maintenance.

Project schedule:

- Substantial completion: January 12, 2009.

Phase 2: East Mary's Creek Detention (Regional)

Design Engineer: Freese Nichols Inc.

Contractor: Triple B Services.

CM: Staff

Billed to Date: \$2,852,715.26

Billed: 90.00%

Contract Days Used: 269 (81 rain days)

% of Contract: 82.8%

Progress this period:

- No action.
- Drought conditions continue to affect the grass germination.

Planned activities for the period ending December 31, 2011:

- Monitor extended warranty until grass germinates and growth issue is resolved.

Project schedule:

- Substantial completion: Revised to August 26 due to rain days

**Recreation Center & Natatorium**

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Architect: PBK Architects

Contractor: EMJ Corporation

CM: PBK Architects

Billed to Date: \$17,642,981.58

% Billed: 100%

Contract Days Used: 429 days (41 rain days)

% of Contract Time: 98.62%

Progress this period:

- Contractor still working to complete repairs.
- **Bonding Agent continues to monitor progress.**

Planned activities for the period ending December 31, 2011:

- Complete repairs noted as warranty and 11th month inspection corrections.
- Process final payment to architect pending completion of project close out.
- Public Works to decommission old PISD lift station.

Project schedule:

- Substantial completion: July 29, 2010 (adjusted per contract)

## Hickory Slough Detention at Max Rd & Max Rd Sports Complex, Phase 1

Engineer: Jacobs Engineers, Inc.

### Progress this period:

- **Council approved Interlocal agreement & MOU with BDD#4.**
- **Met with developer and MUD engineer/developer regarding improvements and draft agreement.**
- Engineer working on 90% Pond, CR 403 PS&E package.
- USACE responded requesting more information and clarification on PCN for outfalls and weir to USACE for review.
- Addendum letter to be issued to clarify geotechnical report.
- **Reviewed potential for solar lighting in parking lot.**
- Property acquisition ongoing.

### Planned activities for the period ending December 31, 2011:

- **Complete developer agreement, submit for Council consideration.**
- **Obtain BDD#4 approval of Interlocal and MOU.**
- Engineer to submit 90% PS&E package and H&H report for staff review.
- Coordinate with CenterPoint Energy regarding power for pump station/site.
- Coordinate with BDD#4 on 90% plans and H & H report.
- Submit easement abandonment to GCWA
- Continue property acquisition.

### Project schedule:

- Design: Detention: Nov. 2010 to Dec. 2011; Sports Complex: Mar. 2012
- Construction: Council approved construction budget for FY 2012.

## Far Northwest Wastewater Treatment Plant Improvements

### Progress this period:

- Staff reviewed final report.
- Met with Engineer to revise scope, Engineer submitted revised proposal.
- Reviewing proposal.

### Planned activities for the period ending December 31, 2011:

- Coordinate with Public Works wastewater staff.
- Accept and schedule manufacturer offer to repair decanter components on one of the four decanters.
- **Prepare revised Design proposal for Council approval in January.**

### Project schedule:

- Scope of issues: February 2011 – September 2011.
- Construction: pending Council approval of construction budget.

## **Hatfield Basin Trunk Sewer**

---

Engineer: Freese & Nichols, Inc.

### Progress this period:

- **Fite Rd alternate route approved.**
- Reviewed minor contract amendment to scope for alternate route.
- Survey work finalized at Centennial Park.
- Phase 1 ESA report submitted for review.
- Geotechnical report submitted for review.
- **Determined that no PCN from USACE is needed based on environmental investigation and the fill of the waters of the U.S. being less than 0.1 acre.**
- **Engineer completing preparing to submit PER.**

### Planned activities for the period ending December 31, 2011:

- **Complete environmental site work and submit draft report.**
- **Complete geotechnical site work and submit draft report.**
- **Address implications of Mary's Creek crossing.**
- Prepare and submit PER for staff review.

### Project schedule:

- Design: February 2011 to December 2011.
- PER: October 2011 (Delayed to November due to Fite alternate route)
- Construction: pending Council approval of construction budget.

## **BellaVita Waterline Interconnect**

---

Engineer: Freese & Nichols, Inc.

### Progress this period:

- Survey work ongoing
- Environmental field work completed.
- Coordinated with Harris Co. Pct. 1
- **Requesting USACE to review wetland findings and environmental reports for Dixie Farm Rd Park property.**
- **Coordinated with Bella Vita HOA for right of entry.**

### Planned activities for the period ending December 31, 2011:

- **Public Works to begin at Bella Vita in early December.**
- Prepare preliminary plans for project.
- Complete survey work.
- Continue property acquisition/easements.
- Review draft environmental report and information with USACE.

### Project schedule:

- Design: September 2011 – December 2011.
- Construction with Public Works crews: December 2011
- Construction of contracted segments: January 2011

## **Dolores Fenwick Nature Center, Phase 2**

---

Architect: Randall-Porterfield Architects, Inc.

### **Progress this period:**

- **Reviewed layout and design components with staff.**
- Some elements to be reviewed prior to inclusion in the project.
- **Attended pre-development meeting.**
- Obtained completed survey information.

### **Planned activities for the period ending December 31, 2011:**

- Coordinate with Public Works and Engineering staff.
- Coordinate with KPB.
- Confirm design elements
- Architect to submit schematic plans for staff review.

### **Project schedule:**

- Design: September 2011 – March 2012.



# Monthly Projects Update

November 3, 2011

**Animal Control Shelter Renovations  
Bailey Rd (Veterans to FM1128)  
Business Center Drive  
Cowart Creek Diversion Project  
McHard Rd – Sound Wall  
Old Alvin Road Water Line  
SH35 South Water line  
Trail Connectivity Phase I  
Twin Creek Regional Lift Station**

***Prepared by:*  
Cara Davis**

**For Distribution to City Council**

## **Animal Control Shelter Renovations**

---

Architect: Jackson & Ryan Architects

Contractor: JC Stonewall Constructors, LP

CM: N/A

Billed to Date: \$510,496.16

% Billed: 100%

Contract Days Used: (130) 197

% of Contract Days: 151.5%

### Progress last period:

- Discussed epoxy floor issues with contractor

### Planned activities for the period ending December 31, 2011:

- Resolve warranty items with epoxy floor.
- Close out project.

### Project schedule:

- Consultant Selection – July 2007.
- Design – 4<sup>th</sup> Quarter 2007 thru 3<sup>rd</sup> Quarter 2009.
- Bid & Start Construction – 4<sup>th</sup> Quarter 2009.
- Project completion - end of 4<sup>th</sup> Quarter 2010.

## **Bailey Road (Veterans to FM 1128)**

---

Design Engineer: Wilbur Smith Associates (WSA)

### Progress last period:

- Design team met to review the details of the changes required by TxDOT at the FM 1128 intersection.

### Planned activities for the period ending December 31, 2011:

- Receive updated status report from design team regarding FM 1128 intersection changes due to TxDOT requirements.
- Continue acquisition process.
- **Continue utility relocations – CenterPoint Completed**

### Project schedule:

- Consultant Selection – 2<sup>nd</sup> thru 3<sup>rd</sup> Quarter 2008.
- Design – 3<sup>rd</sup> Quarter 2008 thru 2<sup>nd</sup> Quarter 2010

## **Business Center Drive**

---

Design Engineer: Freese & Nichols

### Progress last period:

- **City staff reviewed 90% plans.** Continued Coordination with developer, County staff, TEI and Klotz.
- Held monthly update with Freese & Nichols. Held coordination meeting with County and developer to discuss environmental requirements assessed by TxDOT.

### Planned activities for the period ending December 31, 2011:

- Return comments on 90% plans to the engineer

### Project schedule:

- Consultant Selection – 2<sup>nd</sup> thru 3<sup>rd</sup> Quarter 2008.
- PER – 3<sup>rd</sup> Quarter 2008 thru 2<sup>nd</sup> Quarter 2010
- Design – 2<sup>nd</sup> Quarter 2011 thru 4<sup>th</sup> Quarter 2011

## **Cowart Creek Diversion Project**

---

Design Engineer: JKC & Associates, Inc.

### Progress last period:

- Ditch Diversion:
  - DD4 continued excavation of diversion ditch west of CR 143.
- Re-grading of Roadside Ditches:
  - Met with the County to discuss final proposed drainage areas for the regrade project. The City will submit to the County for some exceptions to the standard design criteria since this is a maintenance project rather than new construction.
- Pump Station:
  - **Successfully negotiated a proposal with the design engineer for final design and construction phase services. Will be presented to Council in December.**

## Cowart Creek Diversion Project (continued....)

---

### Planned activities for the period ending December 31, 2011:

- Diversion Ditch
  - DD4 to continue excavation of diversion channel
- Re-grading of Roadside Ditches:
  - Submit a letter to the County requesting an exception to some of the standard drainage criteria due to the nature of the project. Release ESPA to complete design.
- Pump Station:
  - Release engineer to begin final design on Pump station.

### Project Schedule:

- Detention Site:
  - Bid: (BDD4) 3<sup>rd</sup> Quarter 2009.
  - Construction: 4<sup>th</sup> Quarter 2009 – 3<sup>rd</sup> Quarter 2011
- Diversion Ditch: Construction: 3<sup>rd</sup> Quarter 2011
- Re-grade Roadside Ditches: Bid, award and begin construction – dependent upon progress of diversion ditch.

## McHard Road Sound Wall

---

Design Engineer: HDR|Claunch & Miller

Contractor: John Reed & Company, Inc.

Billed to Date: \$ 870,187.06

Contract Days Used: 130

CM: Freese & Nichols

% Billed: 100%

% of Contract Days: 100%

### Progress last period:

- **Final deductive change order issued, -\$64,054.94. Final close out in progress.**

### Planned activities for the period ending December 31, 2011

- Close out contract.

### Project schedule:

- Consultant Selection – 1<sup>st</sup> Quarter 2010.
- Design – 1<sup>st</sup> Quarter 2010 thru 3<sup>rd</sup> Quarter 2010
- Construction – 4<sup>th</sup> Quarter 2010 thru 3<sup>rd</sup> Quarter 2011

## **Old Alvin Road Water Line**

---

Design Engineer: Charles D. Gooden Consulting Engineers, Inc.

### Progress this period:

- **PER currently in review process with City staff.**

### Planned activities for the period ending December 31, 2011:

- Return comments on the PER to the engineer.

### Project Schedule:

- Consultant Selection – 4th Quarter 2010.
- Design/Acquisition – 1<sup>st</sup> Quarter 2011 thru 4<sup>th</sup> Quarter 2011

## **SH 35 South Water Line**

---

Design Engineer: HR Green, Inc.

### Progress this period:

- **Survey completed. Engineer has prepared a preliminary design that will be presented at the next progress meeting.**

### Planned activities for the period ending December 31, 2011:

- Submit draft Preliminary Engineering Letter Report (PELR)

### Project Schedule:

- Consultant Selection – 4th Quarter 2010.
- Design/Acquisition – 4<sup>th</sup> Quarter 2011 thru 2<sup>nd</sup> Quarter 2012

## **Trail Connectivity Ph 1**

---

Design Engineer: Clark Condon

Contractor: Millis Development & Construction, Inc.      CM: Pearland Projects

Billed to Date: \$37,370.00

% Billed: 6.45

Contract Days Used: 49

% of Contract Days: 27.2

### Progress this period:

- **All drainage installed. Trail sections along McLean complete with the exception of blockouts for informational inserts and node areas. Trail areas around Park and along McLean to Magnolia are cut and ready for forms.**
- Site furnishings ordered through BuyBoard have an estimated ship date during the week of December 12<sup>th</sup>.

### Planned activities for the period ending December 31, 2011:

- Complete all concrete trail sections with the exception of informational blockouts.
- Await arrival of site furnishings, shade structures and signage.

### Project Schedule:

- Consultant Selection – 4th Quarter 2007.
- Design/Acquisition – 1<sup>st</sup> Quarter 2008 thru 4<sup>th</sup> Quarter 2010.
- Bid and Award – 3<sup>rd</sup> Quarter 2011
- Construction – 3<sup>rd</sup> Quarter 2011 – 1<sup>st</sup> Quarter 2012

## **Twin Creek Regional Lift Station**

---

Design Engineer: Pate Engineers, Inc.

### Progress this period:

- Engineer continued design phase services. 60% plans in review with City staff

### Planned activities for the period ending December 31, 2011:

- Return comments to the engineer.

### Project Schedule:

- Consultant Selection – 4th Quarter 2010.
- PER – 1<sup>st</sup> Quarter 2011 thru 3<sup>rd</sup> Quarter 2011.
- Design – 3<sup>rd</sup> Quarter 2011 thru 1<sup>st</sup> Quarter 2012.



City of Pearland

Projects Department

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# Monthly Projects Update

Nov. 28, 2011

**Cullen Parkway Improvement  
Public Safety Building  
Hillhouse Satellite Public Works Facility  
Longwood Wastewater Plant  
Barry Rose Wastewater Plant  
Adaptive Traffic Signal Improvements  
Project Stars: Pearland Gateway  
Highway 35 Reconstruction**

**Prepared by:  
Skipper Jones**

**For Distribution to City Council**

## Cullen Parkway Improvement (Beltway 8 to FM 518)

---

Engineer: Design Engineers: Bury + Partners

Contractor: Hassell Construction

CM: TxDOT

Elapsed time: **695** Days

### Progress this period:

- Electrical (signals) acceptance is the only outstanding item remaining on TxDOT's list for acceptance.
  - A Signal Change Order has been executed to affect the changes to the plans per TxDOT's determination, work should begin nearly immediately to move several Pedestrian signals at the Freedom intersection and add an ADA detectable warning at a new curb ramp at the Hawk intersection.
- **Phase II work has begun with a Right of Way preparation work.**
  - This includes clearing of fences and other obstructions within the right of way
  - **Construction work will begin with implementation of Traffic Control north and south of the Beltway**
    - Phase I Traffic Control will begin with southbound lanes being reduced to a single lane south of the intersection so that paving can be installed in the center of the existing roadway south of the feeder roads.
    - Phase II Traffic Control will shift current southbound lanes to the east. Northbound traffic will be moved on to temporary pavement placed east of existing lanes. This configuration will remain until the new southbound lanes are constructed.

### Planned Activities for period ending Dec. 30, 2011:

- Walk Phase I final signal configuration with TxDOT **PENDING TxDOT schedule**
- Begin attending Phase II progress meetings once these have been scheduled

### Project Schedule

- Schematic plan and PER- April 2007. Completed in May.
    - Design Phase started in March 2008.
    - Complete Design November 2008
  - Approval for letting in February 2009.
  - Detention Pond started April 6, 2009
    - Pond completed and accepted Nov. 2009
  - Street Preconstruction Conference April 9, 2009.
    - Official Start Date was May 5,2009
    - Construction Contract Time, 459 working days
      - Original completion date was Aug. 7 2009
-

## **Public Safety Building**

---

Design Engineer: JE Dunn/ Wilson Estes Police Architects  
Design Builder: JE Dunn CM: In House  
Billed to Date: \$ **19,934,641** % Billed: **100.27**  
Contract Days Used: **786** to substantial completion % of Contract Days: **100**

### Progress this period:

- Reviews of the USGBC Website indicate that the project qualifications are still in review. All prerequisite criteria is in place and fees paid
  - Still waiting for LEED application and project status, USGB Status still indicates project is under review

### Planned Activities for period ending Dec. 30, 2011:

- Monitor LEED website for completion of the project review

### Project Schedule

- Held design kick-off meeting April 2008.
- Break ground Nov.2008.
- Building construction began December 2008.
- Final Acceptance was issued July 8, 2011
  - JE Dunn remains engaged in the completion of the LEED certification process

## **Hillhouse Satellite Public Works Facility**

Design Engineer: Huitt-Zollars.  
Contractor: R. Hassell Construction, Inc. CM: In-House  
Billed to Date: \$ **1,875,941** % Billed: **90**  
Contract Days Used: **305** % of Contract Days: **102**

### Progress this period:

- **Punch list items are now down to 4 outstanding items**
- Equipment and systems training is underway HVAC & Building Automation Rescheduled for Dec, Generator on Nov. 23 Lighting was done in Oct.
- Fire suppression system installed above stove
- Contractor working on O & M Manual submittal
- As Built drawings are being submitted to Engineer next week
- LEED Documentation is being collected for submittal to Engineer and should be complete by early December
- Fuel island equipment installation was completed Oct. 14 and Fuel delivery was made Nov. 1 for final testing and connection to the Orange Street facility.
- **Outstanding item is Fuel Island, a anti-siphon valve failed and must be replaced before the system can be put into operation**
- Parts on order and will be installed upon arrival

- Siemens' installed their Adaptive Signal equipment Oct. 10, TOC in operation

Planned Activities for period ending Dec.. 30, 2011:

- Complete outstanding work/ punch list items
- Perform final walk-through for final acceptance
- Receive and Review Close Out documentation

Project Schedule

- Design notice to proceed Feb. 10, 2010
  - Actual start Feb. 24
- Complete Schematic Designs March 26, 2010
- Complete Design Development May 25, 2010
- Complete Construction Documents August 21, 2010
  - Late due to City delay of final review
- Bid Date for Project, October 28, 2010, 4 days late
  - Contract Awarded Nov. 22, 2010
  - Construction NTP issued for December 13, 2010
  - Scheduled completion Sept 9, 2011,
    - Extended deadline to Sept 26.

**Longwood Wastewater Treatment Plant**

Design Engineer: Malcolm Perni / ARCADIS

Contractor:

Billed to Date: **\$ 158,892**

Contract Days Used: **204**

CM:

% Billed:**60**

% of Contract Days: **56**

Progress this period:

- **Submitted 60% plans and Specs October 24<sup>th</sup>**
- Plan Review completed by Staff and returned comments
- **Held filter pricing meeting with Nova Filters**
  - This discussion continues with new information for consideration

Planned Activities for period ending Dec. 30, 2011:

- Hold progress meeting #7
- Continue design effort
- Continue discussion on filter pricing and purchasing methodology

Project Schedule

- NTP issued May 2, 2011
  - Design kick-off meeting May 2
- 30% Design submittal for review late July, on schedule

- 60% Design submittal late October
- 90% Design submittal early Feb. 2012
- Bid March 2012

### **Barry Rose Wastewater Treatment Plant**

Design Engineer: Binkley & Barfield, Inc.

Contractor:

Billed to Date: **\$157,017**

Contract Days Used: **266**

CM:

% Billed: **78**

% of Contract Days: **73**

#### Progress this period:

- Completed the 90% plan review and returned final comments
  - Those comments were integrated into the draft 100% plans \
  - A Technical Review meeting was held Nov. 16 and mylar cover sheet prepared for signature
- Staff are reviewing filter purchasing strategies with this project too

#### Planned Activities for period ending Dec. 30, 2011:

- **Perform final review of bid proposal and prepare electronic bid documents**
- Schedule advertisements around the Christmas holidays
- Complete pricing discussions with Filter manufacture

#### Project Schedule

- Award Design Contract Feb. 14, 2011
  - NTP issued for March 1, 2011
- Design of improvements complete November, 2011
- Bid Phase January, 2012

### **Adaptive Traffic Signal Improvements**

Design Engineer: Siemens Industries, Traffic Signal Division

Contractor: Siemens

Billed to Date: \$ **214160**

Contract Days Used: **113**

CM:

% Billed: **52**

% of Contract Days: **111**

#### Progress this period:

- Equipment installation began early in September
  - The 288 intersection was completely re-programmed and tested. When the system is running without power interruption test drivers have reported that the intersection performs well.
  - The basic software system, Tactics, was installed in early November

- This system required some de-bugging and went through several weeks of modifications and adjustment along with equipment replacements and adjustments
  - Tactics began a test period during the week of Nov 7<sup>th</sup> and ran for a full week trouble free, with only minor upsets caused by outside influences, such as power loss at the repeaters or at individual signals causing loss of communications
  - “ACS Lite”, the adaptive software was switched on the week of Nov. 14
    - This performed well for the first few days but began to experience some small problems with communications loss between the central computers and the outlying intersections
    - Much of the communications issues result from line power fluctuations induced by power failures or shutdowns
- **On Nov. 22, Centerpoint replaced a faulty transformer and installed covers over live connections that had been shorted out by birds. UPS’s were also installed on the base repeaters at the water towers at Kirby and Cullen**
  - Siemens has also corrected several small programming issues that cropped up over the last two weeks
- Over the holiday weekend the system experienced a failure at the 288 intersection, this was due to the loss of line power at this location.
  - The system is up and running at this time for another test period
  - A meeting is scheduled for Wed, Nov 30 to review that performance and determine whether the system is performing according to the criteria.

Planned Activities for period ending Dec. 30, 2011:

- Complete testing period or, if necessary, extend that performance testing period prior to acceptance testing
- Perform system training for City Staff once system is fully running on computer control and all accessories are working

Project Schedule

- Contract Award April 25, 2011
- NTP issued for August 1
- Scheduled for substantial completion Oct. 7, 2011
  - This completion date will be delayed slightly by completion of the building

**Project Stars: Pearland Gateway**

Design Engineer: Knudson Architects,  
 Contractor: Architrave Construction  
 Billed to Date: \$ 0  
 Contract Days Used: 0

CM: In-House  
 % Billed: **Awarding Nov. 14**  
 % of Contract Days:

Progress this period:

- Contract documents executed week of Nov. 21
- **Held preconstruction meeting Nov. 29 and issuing a NTP for that date.**

Planned Activities for period ending Dec. 30, 2011:

- Initiate construction

Project Schedule

- Completion of Plans and specifications by end of June
- Completion of bidding documents by end of July
- Advertise in Sept. and Bid in Oct.
- Award Construction Contract Nov. 14
- Possible Start Date Dec.1
- Construction Time is 120 days to Substantial completion

**Highway 35 Reconstruction**

Design Engineer: S&B Engineers & TxDOT,

Contractor: **Triple B Construction**

Billed to Date: \$

Contract Days Used:

CM: **TxDOT**

% Billed:

% of Contract Days:

Progress this period:

- Contractor installing low profile concrete barriers along center of project from Beltway 8 to FM 518 in preparation for traffic switch of southbound traffic to new lanes on west side
- **Traffic Change over to new lanes is scheduled for November 30**
  - **Several public information announcements have been made in preparation of this event.**
  - **This change will implement the beginnings of the center raised median substantially reducing accessibility along the entire route**
- Concrete pavement on southbound lanes is complete
- Driveways along west side of project are complete as well as sidewalks and much of the fine grade work
- **The interim “temporary” traffic signal at Walnut including the Railroad preemption for the Walnut crossing were energized Nov. 17 These two items were required by the Railroad to open Walnut and will remain in operation until the permanent**
- Contractor has completed pavement at south end of roadway just north of the FM518 intersection
  - **TxDOT has completed the environmental investigation at the intersection with 518**
  - All parties are waiting on the test results which will determine what, if anything needs to be done to remediate concerns in this area.
  - TCEQ is involved and working with TxDOT to determine what will happen.

- In the interim, the Traffic Control Plan was revised by TxDOT to accommodate the delays at the intersection and allow the contractor to continue work in other areas;

#### Planned Activities for period ending Nov. 30, 2011:

- Previously agreed schedules between TxDOT and the Contractor have fallen behind schedule
  - Project is still behind schedule with no plan for correction at this time
  - The work to reconstruct the Broadway/ Main Street intersection will be delayed by the environmental investigation and what ever mitigation may be required

#### Project Schedule Look Ahead

- Completion of the lane change over will allow the contractor to move into the median area of the project. This work is projected to require 6 to 8 months before being ready to begin the final phases of traffic control
- Work on Highway 35/ Broadway intersection will begin once the decisions are made on what is to be done at the intersection.
  - The replacement of the intersection may be delayed until after December and the holidays
    - **This work will require three consecutive weekends during which major detours of traffic through the intersection will be required.** Detours will be installed on Friday evenings and each Monday morning the intersection will be returned to the current lane configuration
  - Work on Center portion of SH35 will begin to limit access to the opposite side of the roadway to the final median configuration.



# Monthly Projects Update

December 1, 2011

**Walnut/Veterans Reconstruction and Drainage Improvements**  
**Fire Station #5-Kirby Drive**  
**Fire Station #6-Lakes of Savannah**  
**Orange Street Improvements**  
**Town Ditch Phase III**  
**McHard Road 16" Water Line and roadway PER**

*Prepared by:*  
**Jennifer Lee**

**For Distribution to City Council**

## Walnut/Veterans Reconstruction & Drainage Improvements

---

Design Engineer: LJA Engineering

Contractor: Calco Contracting

Contract Amount: **\$2,858,859.50**

Change Orders to Date: **\$49,975.55**

Adjusted Contract Total: **\$2,908,835.05**

Billed to Date: \$ **2,510,459.01**

Contract Duration: **264**

Contract Days Used: **252**

Additional Rain Days: **4**

CM: Costello Engineering

% of Increase: **1.75**

% Billed: **81.0**

% of Contract Days: **97.0**

### Progress this period:

- Attended progress meeting.
- Decorative street lights have been installed, however, the spacing appears to be off. Communicating with Centerpoint to determine the reason for the reduced spacing between the light posts.
- AT&T still has a pedestal that is in conflict with the new roadway alignment east of SH 35.
- **The intersection of SH 35 and Walnut has opened with the existing signalization. The outside lanes have been barreled off until the permanent TxDOT signal can be installed. This installation is expected by late March or early April.**
- All of the base bid work is complete. **The landscaping work should be complete by December 9, 2011.**

### Planned activities for the period ending December 31, 2011:

- Substantial Walk-thru and preparation of punch list scheduled for December 7, 2011.
- Continue coordination between BNSF, TxDOT, Centerpoint, and AT&T to resolve remaining utility conflicts.

### Project Schedule and Significant Milestones:

- Project will not be closed out until the new Traffic Signal has been installed because of the block outs for the poles. The plan is to reduce the retainage to cover the cost of completing the work when the new signal is installed and the existing signal poles removed.

## Fire Station #5-Kirby Drive

---

Design Architect: HBL Architects

Contractor: Crain Group

Contract Amount: **\$1,805,000.00**

Change Orders to Date: **\$16,405.89**

Adjusted Contract Total: **\$1,830,136.54**

Billed to Date: \$ **1,830,136.54**

Contract Duration: **206 Days**

Contract Days Used: **252**

Additional Rain Days: **46**

CM: N/A

% of Increase: **< 1**

% Billed: **100**

% of Contract Days: **100**

## **Fire Station #5-Kirby Drive (cont.)**

---

### Progress this period:

- Continued working through warranty items.
- Continued monitoring the humidity with the Aeon unit installer, contractor, staff, Architect and the MEP in an effort to resolve the continuing humidity issues.
- The humidity issues have diminished in the last few weeks in part because the relative humidity is on the decline.

### Planned activities for the period ending December 31, 2011:

- Continue working on the warranty list.

### Project Schedule:

- Project is complete.

## **Fire Station #6-Lakes of Savannah**

---

Architect: Joiner Partnership, Inc.

Contractor: Frost Construction Company, Inc.

CM: N/A

Contract Amount: **N/A**

Change Orders to Date: **N/A**

Adjusted Contract Total: **N/A**

% of Increase: **0**

Billed to Date: \$ **0**

% Billed: **N/A**

Contract Duration: **N/A**

Contract Days Used: **0**

% of Contract Days: **N/A**

Additional Rain Days: **0**

### Progress this period:

- Attended progress meeting.
- Contractor has closed in the building, including the overhead doors to the apparatus bay. If necessary, the facility can house a fire engine while the remaining work is completed.
- Paint in the apparatus bay is 100% complete.
- Sheetrock is about 80% complete.
- Insulation is approximately 80% complete.
- County Road 58 expansion project is continuing.

### Planned activities for the period ending December 31, 2011:

- Attend monthly progress meeting
- Continue coordination with architect, developer and contractor to select materials, and equipment for the facility.
- Continue to monitor construction and compliance to city specifications and inspections.

## Fire Station #6-Lakes of Savannah (cont.)

---

### Project Schedule:

- **The project completion date is December 7, 2011.**

## Orange Street Improvements

---

Design Engineer: GC Engineering

Contractor: Texas Sterling Construction Co.

CM: HDR/ Claunch & Miller

Contract Amount: **\$4,515,742.00**

Change Orders to Date: **\$29,305.000**

Adjusted Contract Total: **\$4,545,047.00**

% of Increase: **0.6**

Billed to Date: **\$ 2,612,637.16**

% Billed: **58**

Contract Duration: **417 Days**

Contract Days Used: **318**

% of Contract Days: **76**

Contract Days Extension: 37

Additional Rain Days:

### Progress this period:

- Attended bi-weekly progress/update meeting.
- **Traffic signal at Mykawa installation is complete. The signal is expected to be operational by December 6, 2011**
- Phonoscope is still in conflict at the BNSF railroad tracks.
- Texas Sterling has moved forward with compressing the phasing of the work in an effort to get back on schedule.
- Texas Sterling will add additional signs to the traffic control plan as a result of combining the work phases.
- The swale ditch on the north side of the road is being dug. There is a conflict with a fence at one of the properties.
- It has been decided to continue the eastbound traffic flow between Hatfield and Woody instead of switching to westbound traffic because of TxDOT's road closure on Hatfield and their traffic switch on SH 35.

### Planned activities for the period ending December 31, 2011:

- Continue to monitor the sidewalks on the north side of Orange between San Antonio and Mykawa to see if they return to the planned elevation.
- Continue to monitor the combined phase work to mitigate any impact it has on residents and businesses.

### Project Schedule:

- Construction to begin in January 2011.
- Project completion 1<sup>st</sup> quarter 2012.

## Town Ditch Phase III

---

Design Engineer: Jacobs Engineering Group, Inc.

Contractor: Crossroads Industries, Inc.

CM: HDR/ Claunch & Miller

Contract Amount: **\$3,082,902.00**

Change Orders to Date: **\$0**  
Adjusted Contract Total: **\$3,082,902.00**  
Billed to Date: **\$ 2,789,149.40**  
Contract Duration: **180 Days**  
Contract Days Used: **258**  
Additional Rain Days: **77**

% of Increase: **0**  
% Billed: **90.47**  
  
% of Contract Days: **140**

Progress this period:

- The as-built drawings have been reviewed. There are several omissions that need to be corrected before close-out procedures begin.
- **The contractor has request release of retainage, staff and contractor has agreed to hold a percentage of the retainage until vegetative growth starts.**

Planned activities for the period ending December 31, 2011:

- **Partial release of retainage**
- Continue project close out procedures

Project Schedule:

- The project is essentially complete with the exception of vegetation growth.

**McHard Road 16" Water Line and Roadway PER**

---

Progress this period:

- Met with the staff to reevaluate the project scope.

Planned activities for the period ending December 31, 2011:

- Receive and review the design proposal

Project Schedule:

- **Submit design contract for Council approval in January**



City of Pearland

Projects Department

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# Monthly Projects Update

**November 30, 2011**

**SH 35 Mitigation  
City of Houston Connection  
TxDOT FM2234 Improvements**

**Prepared by:  
Teresa Battenfield, P.E.  
Cuong Le**

**For Distribution to City Council**

## Projects in Design:

### SH 35 Mitigation (F50991)

---

Design Engineer: S & B Engineers, Inc. (S&B)

Progress through November 2011:

- **Project has been advertised for bid**
- **Pre-bid held at 2:00 pm on November 29, 2011**

Planned Activities for period ending December 2011

- **Bids are due on December 8, 2011**

## Projects in Construction:

### City of Houston Connection (W42051) Alice Street Water Plant

---

Design Engineer: Camp Dresser & McKee, Inc.

Contractor: Industrial Tx Corp

CM: LJA Engineering

Original Contract Amount: \$6,846,000.00

Revised Contract Amount: \$7,499,493.34

Billed to Date: \$7,298,536.48 (thru 8/25/2011)

Percent Billed: 97.3%

Original Contract Time: 360 days

Revised Contract Time: 429 days

Contract Days Used: 515 (thru 11/25/2011)

Percent Contract Used: 120.0%

NTP: June 28, 2010

Progress for period ending November 2011:

- Industrial TX worked on some cleanup and pipe labeling items and drained the GST in preparation for the plant startup.
- Preliminary startup procedures were outlined with all parties involved.

Planned progress for period ending December 2011:

- Industrial TX and their sub-contractors will schedule the plant start up once water is available from the City of Houston. It is anticipated that water will be available from the City of Houston in mid December 2011.
- **Once water becomes available from the City of Houston Industrial TX with assistance from the City of Pearland will start the new plant facilities, complete the remaining test requirements on the equipment and prepare for a final inspection. Water is anticipated to be available from the City of Houston and the 30-inch City of Houston water line connection disinfected and ready to provide water to the water plant site mid to late December 2011.**

## City of Houston Connection (W42051) 30" Water Line

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Design Engineer: Camp Dresser & McKee, Inc.

Contractor: Huff & Mitchell, Inc.

CM: LJA Engineering

Original Contract Amount: \$4,176,880.00

Revised Contract Amount: \$4,071,426.20

Billed to Date: \$3,611,692.55 (thru 7/25/2011)

Percent Billed: 88.7%

Total Contract Time: 270 days

Revised Contract Time: 312 days

Contract Days Used: 459 (thru 11/25/2011)

Percent Contract Used: 147.1%

NTP: August 23, 2010

### Progress for period ending November 2011:

- No activity during the month of November. HMI waiting on water to become available from the City of Houston to complete the project.

### Planned progress for period ending December 2011:

- **HMI will begin flushing & disinfecting the 30" water line system once water becomes available from the City of Houston at the meter station site. Water is anticipated to be available from the City of Houston mid December 2011.**
- HMI will complete the installation of the Air Release Valves once the flushing and disinfection is complete and prepare for a final inspection.

## TxDOT FM2234 Improvements

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Design Engineer: CLR, Inc.

Contractor: JD Abrams

CM: TxDOT

Contract Amount: **\$12,675,636.89**

Contract Duration: **372 working days (18 months)**

Completion Schedule: **January 2012**

### Progress for period ending November 2011:

- All concrete paving including driveways and intersections completed.
- Sod on south side of project started.
- Placed riprap at certain areas of ditches.

### Planned progress for period ending December 2011:

- Complete placing concrete in all medians.
- **Complete traffic signals.**
- **Fully open south side of 2234 (Eastbound).**