

City of Houston, Texas, Ordinance No.

96-50

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, HOUSTON, TEXAS, RELATING TO THE OPERATION OF CONVENTION AND ENTERTAINMENT FACILITIES; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; CONTAINING A SAVINGS CLAUSE; CONTAINING A REPEALER; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

* * * * *

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

Section 1. That the title of Chapter 12 of the Code of Ordinances, Houston, Texas, is changed from "Civic Center" to "Convention and Entertainment Facilities."

Section 2. That the Code of Ordinances, Houston, Texas, is amended by replacing the term "civic center" with the term "convention and entertainment facilities" wherever the term appears in the Code of Ordinances, Houston, Texas.

Section 3. That Articles I and II of Chapter 12 of the Code of Ordinances, Houston, Texas, are hereby amended to read as follows:

"ARTICLE I. IN GENERAL

Sec. 12-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means a person who applies to the department for occupancy of a facility.

Approved applicant means an applicant whose application for use of a facility has been considered and approved by the director, but who is not yet an occupant as herein defined.

Class I event means an event, other than a seated meal or a convention, trade show or corporate meeting, sponsored by any group other than a nonprofit organization.

Class II event means an event, other than a seated meal or a convention, trade show or corporate meeting, sponsored solely by a nonprofit organization.

Class III event means a seated meal, other than a seated meal that is conducted as part of a convention, trade show or corporate meeting.

Convention, trade show or corporate meeting means a gathering that is conducted at the George R. Brown Convention Center of the members of an organization or the practitioners of a specific trade or the employees of a specific corporation:

- (1) That is generally held at sites located in the United States or other countries on a regularly scheduled basis; and
- (2) Whose site is generally selected by competitive bid; and
- (3) Whose patrons will, based upon the director's projection, occupy 400 or more traceable sleeping rooms for two or more nights in any one or more buildings located within the corporate limits of the city where the public may obtain sleeping accommodations for a consideration in excess of \$2 per day. The term "building" includes hotels, motels, tourist homes, tourist houses, tourist courts, lodging houses, inns, rooming houses, or other buildings where rooms are furnished for consideration, but excludes hospitals, sanitariums and nursing homes.

Department means the convention and entertainment facilities department.

Director means the director of the department, or any person designated by the director to perform any of the director's functions.

Event means any type of function or activity for which a facility may be occupied.

Facility means the Jesse H. Jones Hall for the Performing Arts, the Music Hall, the Gus S. Wortham Theater Center, or the George R. Brown Convention Center, or any part or parts thereof.

Firearm means any device designed, made, or adapted to expel a projectile through a barrel or cylinder by using the energy generated by an explosion or burning substance or pressurized air or gas or any device readily convertible to that use.

Gun show means any event at which firearms are displayed and are available for purchase by members of the public. The term does not include an 'outdoor trade show,' as defined below.

Holiday means any day designated by city council as a holiday to be observed by the general closure of city offices.

Nonprofit organization means an entity organized for religious or not-for-profit purposes that holds a determination letter from the Internal Revenue Service that it is exempt from taxes under section 501(a) of the Internal Revenue Code of 1986, as amended, by virtue of section 501(c)(3); a church or a convention or association of churches within the meaning of section 170(b)(1)(A)(ii) of the Internal Revenue Code of 1986 as amended; or an entity listed in Internal Revenue Service Publication No. 72, *Cumulative List of Organizations Described in Section 170(c) of the Internal Revenue Code of 1986, as Amended*. The term also includes the State of Texas and the United States of America and their agencies and political subdivisions.

Occupant means an approved applicant who has entered into an occupancy agreement and has submitted any required deposit(s) or paid the rental fee provided that the term shall not include any person whose occupancy agreement has been terminated or cancelled.

Occupancy means that the occupant, his agent, employee, contractor, subcontractor, or any patron of the occupant's event, is physically present within the facility.

Outdoor trade show means a convention, trade show or corporate meeting, as defined herein, that consists of a national or state association convention primarily involving the display of products by business entities engaged in the shooting, hunting or outdoor sports industries, that is open to industry representatives and the media, and that is not open to the general public; provided that no firearms or ammunition shall be made available for retail purchase and that any firearms that may be made available for retail purchase and any firearms or ammunition that may be displayed shall have been deactivated and rendered incapable of being fired.

Parking facility means the Theater District Garage (formerly known as the Tranquility Parking Garage and the Civic Center Garage), any of the George R. Brown Convention Center surface lots operated by the department, the Coliseum Annex Garage when used for event parking, or the Margaret Westerman City Hall Annex Parking Garage when operated by the department for event parking.

Properties means the facilities and the parking facilities.

Rental fee means the total of all charges prescribed in this chapter for the use or occupancy of a facility.

Run of events means two or more consecutive events sponsored or promoted by the same person, occurring in the same facility, and consisting of the same subject matter, for which patrons must purchase separate tickets.

Season of events means a series of events during any period of at least nine consecutive calendar months for which multiple tickets are sold at one price for the series, entitling the purchaser thereof to admission to at least four events in the series; provided that the season of events is advertised as a season of events, and

all events in a season of events or substantially all of such events are scheduled to occur in the same facility.

Student event means an event other than a seated meal or a convention, trade show or corporate meeting held on a regularly scheduled school day between the hours of 8:00 A.M. and 12:00 noon, or between the hours of 9:00 A.M. and 1:00 P.M., or between the hours of 10:00 A.M. and 2:00 P.M., at which at least 90 percent of the patrons are enrolled in elementary, junior high, or senior high schools.

Sec. 12-2. Department created.

There is hereby created the convention and entertainment facilities department of the city.

Sec. 12-3. Director.

The office of director of the convention and entertainment facilities department is hereby created. The director shall be head of the department and shall be appointed by the mayor and confirmed by the city council.

Sec. 12-4. Former name; references.

To the extent that this Code or any other ordinance or any motion, resolution, contract or other document devolves duties upon the former civic center department or upon the employees or director thereof, then such references shall be construed to mean the convention and entertainment facilities department and the employees and director thereof.

Sec. 12-5. Duties of the director.

The director shall perform all duties and responsibilities as are required of him by law and such other functions, duties and powers as may be assigned to him by the mayor. Without limiting the foregoing duties, functions, powers and responsibilities, the director shall:

- (1) Be executive head of the department and have control, supervision and authority over all officers and employees therein in the performance of the duties of the department.
- (2) Direct, control and manage the properties, including the grounds surrounding them, and any other premises placed under his control by the mayor, and direct the improvement and maintenance thereof.
- (3) Promulgate and enforce or cause to be enforced administrative rules and regulations governing the use, control and operation of the properties and any other premises placed under his control, including, without limitation, rules regarding the acceptance, review and approval of applications for occupancy, and the rental and use of the properties. The rules and regulations shall not be inconsistent with applicable state, federal or local laws, rules and regulations. A copy of the rules and regulations shall be maintained for public inspection in the offices of the director and the city secretary.
- (4) Accept, review and approve applications for use of the properties, including the grounds surrounding them.
- (5) Rent the facilities utilizing occupancy agreements.

Sec. 12-6. Hearing.

Any interested person who is aggrieved by a decision made under this chapter regarding the rental or use of the facilities or the parking facilities by the director may request a hearing by filing in writing a request for the hearing in the office of the director within ten days of the person's receipt of notice of the decision upon which the hearing is requested. The hearing shall be conducted informally by an impartial hearing officer under rules promulgated by the director. In addition to the appellant, any other person who has a direct interest in the matter shall be notified and, upon request, shall also be allowed to participate as a party to the proceeding. The director shall cause the hearing to be conducted and a written decision to be rendered within 20 days from the date of receipt of the request, unless an extension of time is granted

by the hearing officer for cause. The decision of the hearing officer shall be final.

Sec. 12-7. Compliance with law required.

(a) All occupants and other users of any of the properties, and their officers, agents and employees, shall comply with the applicable provisions of this Code, the Building Code, the Fire Code, state and federal law and the rules and regulations promulgated by the director.

(b) The director, all other employees of the department and members of the City of Houston Police Department are hereby individually and severally authorized and directed for and on behalf of the city to notify any person who fails or refuses to comply with any applicable provision of law or of departmental rules and regulations to depart from any city property or building under the control of the department. Any such person who upon such notice fails to depart from any such property or building shall be subject to prosecution under section 30.05 of the Texas Penal Code for criminal trespass in addition to prosecution for any other crime that he may have committed thereupon.

Secs. 12-8--12-20. Reserved.

ARTICLE II. RENTAL OF FACILITIES

DIVISION 1. IN GENERAL

Sec. 12-21. Occupancy agreement.

The director, for the mayor and on behalf of the city, may execute written occupancy agreements upon standard forms, including such terms, conditions and stipulations as the city attorney may approve.

Sec. 12-22. General admission seating prohibited.

General admission seating or festival seating is not permitted except upon express written permission of the director and shall be authorized only if the director determines that use of general admission

will not result in a significant chance of injury to persons or damage to property. Except where permission for general admission seating or festival seating has been granted, the occupant shall issue a fixed number of tickets, each specifying the location of the attendee's seat by the seat number, the row in which the attendee's seat is located, and the section in which the row is located, which may not exceed the maximum seating capacity of the facility. The director may request that any occupant provide a certified ticket manifest to demonstrate compliance with this section.

Sec. 12-23. City owned/sponsored events.

The director may provide by rule for the use of the properties for city sponsored not-for-profit events, events hosted by the department, events hosted by other city departments and other events of similar character that are determined by the director or the city council to merit an occupancy on terms other than are as generally provided in this chapter. Any such use shall be consistent with applicable laws and any covenants governing the city's use of the facility. Unless otherwise provided by the director, such uses shall be secondary to conventional uses by occupancy agreement and shall be subject to cancellation by the director if the director determines the cancellation to be in the best interest of the city. In establishing fees for such uses, the director shall seek to recover the rental rate for such occupancy or the city's operating costs for the occupancy, whichever is less. However, the director may sponsor an event at no charge, if, in his reasoned judgment, the event will generate direct or indirect business for the department and the department is clearly identified as a sponsor for the event.

Sec. 12-24. Use of facilities for gun shows.

(a) Each approved applicant for the use of a facility to conduct a gun show shall be required to execute a special form of occupancy agreement that incorporates the requirements generally applicable to the rental of facilities and the additional requirements established in this section. The agreement shall include:

- (1) A covenant to provide a specified minimum number of off-duty city police officers who shall be compensated solely

at the occupant's expense and shall provide security for the gun show; the number shall be approved by the director and shall at least be based upon the number of expected exhibitors, the expected number of patrons and the size of the area to be leased;

- (2) A covenant in a form approved by the city attorney under which the occupant and his insurers covenant and agree to indemnify the city and its employees, officers, and legal representatives from liability and defense costs for damages, injuries, claims and fines and will require all exhibitors who are granted permission by the occupant to use space in the gun show to execute an indemnity agreement as approved by the city attorney;
- (3) A covenant that all persons who attend the gun show will be required to sign a form approved by the city attorney setting forth a declaration of weapons in their possession, if any, and expressing their understanding of their responsibilities relating to possession, use and access to any firearms and ammunition at the gun show;
- (4) A covenant to comply with and enforce the public gun show regulations of the city, which shall include, without limitation, a requirement that no firearm may be brought into any exhibit area of any facility without first being inspected by a city police officer employed pursuant to item (1), above, who shall verify that each firing pin has been removed from the firearm, or alternatively, the city police officer may install a trigger lock upon the firearm if it is of such a design that the firing pin(s) may not be removed by any procedure that will not cause permanent damage to the firearm, provided that the city police officer shall retain the key to the lock and the lock shall not be removed from the firearm until the firearm is checked out of the exhibit area; and
- (5) A covenant to provide, at occupant's sole cost, a specified minimum amount of liability and contractual insurance coverage, as determined by the director.

(b) It shall be unlawful for any person to discharge a firearm within any facility during a gun show. It is a defense to prosecution under this section that the actor is a peace officer and the action taken was justified under chapter 9 of the Texas Penal Code. Violation of this subsection is punishable by a fine of exactly \$500. To the extent that any conduct in violation of this section also constitutes a violation of state law, then the actor shall be punished as provided by the applicable state law.

(c) Following notice and an opportunity for a hearing, the director may cancel the right of any person to rent or use a facility for a gun show, including the termination of any pending occupancy agreements, upon finding that the person has failed in any material respect to abide by the terms of this section or has failed to cause the terms of this section to be strictly enforced upon exhibitors or patrons of any gun show conducted by the person in a facility or that there has been one or more material violations of any rule or regulation adopted by the director.

Secs. 12-25--12-30. Reserved.

DIVISION 2. RENTAL PROVISIONS

Sec. 12-31. Application.

(a) Any person who desires to occupy or have occupancy of any of the facilities shall make application to the director in any form deemed acceptable by the director, which shall require the provision of any information reasonably required by the director to make any determination necessary under this chapter or the rules and regulations promulgated hereunder. Without limitation, the director may require the submission of a non-refundable application processing fee, which shall not be applied toward any rental fees, to defray any costs of processing the application.

(b) The director shall review and approve an application unless:

- (1) The application is incomplete or any statement or information included therein is found to be materially false or intentionally misleading;

- (2) The applicant is in default of an occupancy agreement;
- (3) The facility requested is unavailable upon the date or dates requested;
- (4) Based upon the risk index as computed in section 12-33, the applicant is not entitled to occupy the facility requested;
- (5) Based upon the schedule set forth in section 12-32, the application was not timely submitted; or
- (6) The applicant has for any other reason failed to demonstrate compliance with the terms of this chapter and applicable rules and regulations.

(c) In accordance with the director's rules and regulations, one application may be made for a season of events or a run of events, and applications may be made for alternate dates for the same event.

(d) If the application is approved, the director shall notify the approved applicant and advise the approved applicant of the requirements for entering into an occupancy agreement and becoming an occupant.

(e) If the application is denied, the director shall so notify the applicant in writing of the reasons therefor. If the director determines that the reasons for the denial are curable, he shall allow the applicant to amend and resubmit the application, without payment of an additional application fee.

Sec. 12-32. Advance booking periods.

(a) An application for an event of any type at the George R. Brown Convention Center may be submitted no sooner than the time prescribed in the applicable rules of the director.

(b) For facilities other than the George R. Brown Convention Center:

- (1) An application for a season of events, for a run of events in a season of events or for a run of events that is not part of a season of events may be submitted no sooner than the time prescribed in the applicable rules of the director.
- (2) An application for any other event may be submitted no more than 450 days before the proposed date of the event.

Sec. 12-33. Risk index; damage deposit.

(a) Based upon information provided in the application, information obtained from operators of other facilities, information obtained from other sources that are believed to be credible, and information contained in records of the department, the director shall use the following formula and table to determine the facilities the applicant is eligible to occupy:

$$\text{Risk Index} = 5A + 3B$$

Risk Index	Facilities the Applicant May Occupy
8--15	The Jesse H. Jones Hall for the Performing Arts, the Music Hall, the Gus S. Wortham Theater Center, the George R. Brown Convention Center
16--24	The Music Hall

If the risk index is from 25 to 40, the director shall refuse permission to the applicant to occupy any facility, if, in the judgment of the director, there is a substantial probability of significant damage to the facility or harm to the health, safety or welfare of the public.

In the above formula:

- (1) A represents the risk of damage to a facility occasioned by acts of the applicant, his agents, employees, contractors, subcontractors, and patrons at the event. The director shall assign a numerical rating from 1 to 5 to the risk of damage. A rating of 1 represents the lowest risk of damage to the facility. In making the determination as to

the numerical rating that the event should receive, the director shall consider:

- a. Damage to the facilities or injury to persons that has resulted from the same event or similar events in the past at the facilities.
- b. Damage to the facilities or injury to persons that has resulted from the same event or similar events in the past at other facilities in the United States.
- c. Damage to the facilities or injury to persons that resulted from other events sponsored or promoted by the applicant in the past at the facilities.
- d. Damage to the facilities or injury to persons that has resulted from other events sponsored or promoted by applicant in the past at other facilities in the United States.
- e. The probability that patrons at the event will engage in any of the following activities in the facilities:
 1. Spitting, except in the restrooms.
 2. Fighting.
 3. Smoking in areas other than those designated as areas where smoking is permitted.
 4. Drinking in areas other than those designated as areas where drinking is permitted.
 5. Eating in areas other than those designated as areas where eating is permitted.
 6. Possessing weapons or controlled substances on their persons.
 7. Standing on seats.
 8. Defacing the facilities.
 9. Rushing the stage.

(2) *B* represents the applicant's compliance history. The director shall assign a numerical rating from 1 to 5 to the applicant's history of compliance with the ordinances,

rules, regulations and policies governing the facilities, particularly those ordinances, rules, regulations and policies that relate to the health and safety of the public or to the condition of the facilities. A rating of 1 represents consistent compliance with such ordinances, rules, regulations and policies. An applicant who has never occupied one or more of the facilities shall be given an initial rating of 3.

(b) Based upon information provided in the application, information obtained from operators of other facilities, information obtained from other sources that are believed to be credible, and information contained in records of the department, the director shall use the following formula to determine the deposit indicator to be used to determine the damage deposit that shall be required to be furnished by the applicant:

$$\text{Deposit Indicator} = \text{Risk Index} + 5C + 3D + 3E$$

In the above formula:

- (1) The risk index is the same as is calculated in subsection (a).
- (2) C represents the applicant's history of meeting his financial obligations with the department. The director shall rate such history on a scale from 1 to 5. A rating of 1 represents the lowest risk of failure in meeting such financial obligations. In making a determination as to the rating of the applicant's history of meeting his financial obligations with the department, the director shall examine the records of the department for the three years prior to the date of the application. The director, in the course of such an examination, shall consider:
 - a. Whether the applicant has met his financial obligations to the city with regard to rental fees; and

- b. Whether the applicant has met his financial obligations to the city with regard to any other charges that the city has assessed.

Applicants who have never occupied any facility shall be given an initial rating of 3.

- (3) *D* represents the applicant's credit rating. The director shall rate the applicant's credit rating on a scale of 1 to 5. A rating of 1 represents the best credit rating. In making a determination as to the rating that the applicant's credit rating should receive, the director shall consider:

- a. Reports from the owners of other facilities that the applicant has occupied.
- b. A report from at least one of the banks in which the applicant maintains a checking and/or savings account.

- (4) *E* represents the probability of incurring additional charges in the form of charges for additional time, charges for the use of equipment of any type, or charges for use of additional square footage.

(c) The deposit indicator shall be applied to the following table to compute the amount of the damage deposit.

Deposit Indicator	Amount of Deposit
18--26	\$1,000.00
27--40	\$2,000.00
41--60	\$4,000.00
61--70	\$6,000.00
71--80	\$10,000.00

Sec. 12-34. Priority of events; challenge.

(a) Applications shall be processed on a first-come-first-served basis. An amended application shall be treated as a new application for purposes of determining priority, if the amendment causes a change of any date or time of occupancy of a facility.

(b) Where an applicant submits an application that is subject to approval in all respects but for the fact that there is already an approved applicant for use of any requested facility at the same time, then the first approved applicant's requested rental shall be challenged as follows:

- (1) The director shall cancel the first approved applicant's requested rental, if the director determines that the second applicant's proposed use will result in at least as much revenue to the department and will result in greater economic benefit to the community, provided that the second applicant, within ten days of notice from the director, proceeds to take the steps necessary to become an occupant for the purposes proposed in his application.
- (2) If the director determines that the economic circumstances specified in item (1) do not exist, then the director shall notify the first approved applicant that his right of occupancy has been challenged and that he must take the steps necessary to become an occupant for the purposes proposed in his application. Challenges shall be conducted in accordance with rules promulgated for that purpose by the director.

Sec. 12-35. Transition to occupant status.

In order to become an occupant, an approved applicant must post any required damage deposit, provide proof of insurance in the amount required under regulations established by the director and pay or make a deposit toward the rental fee in accordance with the rules promulgated by the director; then the approved applicant and the department shall execute an occupancy agreement.

Sec. 12-36. Cancellation by director.

(a) The director may cancel an approved application in accordance with rules promulgated for that purpose in the event that the approved applicant fails to timely take any action that is necessary to become an occupant. In lieu of cancellation, the director may apply other remedies that are consistent with the terms of the director's rules and the occupancy agreement.

(b) The director shall cancel any occupancy agreement if the event being promoted or sponsored by the occupant has been declared obscene within the community of Houston, Texas, by a court of competent jurisdiction. The director may cancel an occupancy agreement or order an event closed if injury or damage to the facilities or the occupants or patrons thereof is imminent.

(c) The director may cancel an event or order an occupant to close if the occupant does not use and occupy a facility or any specific portion thereof for the purpose described in the applicable occupancy agreement.

(d) The director may cancel an occupancy agreement upon any failure of the occupant to observe any of the terms of the occupancy agreement or upon failure of the occupant to make payment(s) of his rental fee in a timely manner.

(e) Where additional information about an occupant comes to the attention of the director, the director may reassess the occupant's risk index and damage deposit determinations under section 12-33 of this Code. Based upon the reassessment and consistent with section 12-33, the director may cancel the occupancy agreement or require that the deposit amount be adjusted.

Sec. 12-37. Cancellation by occupant--refund.

(a) An occupant may cancel his occupancy agreement by delivering to the director written notification of the cancellation, which shall be effective upon the date the director receives the written notification.

(b) The provisions of this subsection are applicable to a cancelling occupant other than one who has obtained his occupancy agreement by virtue of the provisions of subsection (b) of section 12-34 of this Code. The cancelling occupant shall be entitled to a refund of the rental fee for each definite date that the director resells. If the director is unable to resell a definite date previously held by a cancelling occupant, the cancelling occupant shall owe the city the amount of liquidated damages provided for in the cancelling occupant's occupancy agreement.

(c) A cancelling occupant who has obtained his occupancy agreement by virtue of the provisions of subsection (b) of section 12-34 of this Code shall not be entitled to a refund.

Sec. 12-38. Cancellation by occupant--change of date.

(a) A cancelling occupant who has obtained his occupancy agreement by virtue of the provisions of subsection (b) of section 12-34 of this Code shall not be entitled to the amendment or reformation of the occupancy agreement to provide for use or occupancy at a different time.

(b) This subsection applies to cancelling occupants other than those who are subject to subsection (a), above. The director shall promulgate rules under which occupancy agreements may be amended or reformed to provide for use or occupancy at different times. For purposes of priority, a request to amend or reform shall have the same status as an original application for occupancy under section 12-34 of this Code.

Sec. 12-39. Refund for unused space or time.

No refund will be made to an occupant if the occupant does not use all of the space or time contracted for pursuant to the occupancy agreement or for the purpose described in the occupancy agreement.

Sec. 12-40. Director's reservations for the George R. Brown Convention Center.

For conventions, trade shows, and corporate meetings, the director may place a temporary reservation on the George R. Brown

Convention Center for a date or dates certain requested by a potential occupant to accommodate the potential occupant's planning and scheduling of the event. The director shall not extend such a temporary reservation unless he has substantial reason to believe that the potential occupant has serious intentions to utilize the facility and will be able to qualify to obtain an occupancy agreement. During the period of a temporary reservation, the potential occupant shall have the same rights and privileges and shall be treated in all respects as an approved applicant. The director need not receive an application from the potential occupant in order to grant a temporary reservation. The potential occupant's right of occupancy may be challenged in the same manner as provided in section 12-34(b) of this Code.

Secs. 12-41--12-45. Reserved.

DIVISION 3. RENTAL RATES FOR FACILITIES

Sec. 12-46. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Additional time means the period of time during which an occupant occupies a facility in excess of the hours specified in his occupancy agreement.

Day, with respect to occupancy of the George R. Brown Convention Center, means the period of time from 6:00 A.M. to 5:59 A.M. and, with respect to all other facilities, means the period of time from 8:00 A.M. to 2:00 A.M.

Event period means:

- (1) Any period of six consecutive hours between the hours of 6:00 A.M. and 4:00 P.M.;
- (2) Any period of eight consecutive hours between the hours of 8:00 A.M. and 8:00 P.M.; or

- (3) The period of ten consecutive hours between the hours of 4 P.M. and 2 A.M.

Exhibit space charge means the total exhibit space rate of \$0.65 to \$1.25 per net square foot multiplied by the total exhibit space in square feet, with net square footage to be computed as provided by regulation of the director.

Function space means the Meeting Rooms, the Ballroom or the General Assembly Hall in the George R. Brown Convention Center, or any portion or combination thereof.

Gross ticket sales means that total dollar amount received from all tickets sold for all of an occupant's events, excluding any and all applicable taxes.

Hour means a period of time greater than 30 minutes and less than 61 minutes.

Non-event day means a day on which the event for which the facility is occupied is not being conducted but during which the occupant requires access to the facility in order to set up or break down for the event or perform other incidental activities.

Non-event period means the period of time from 8:00 A.M. to 2:00 A.M. or the period of time from 12:00 midnight to 8:00 A.M.

Rental charge means the total rate per day or per session multiplied by the number of days or sessions the facility is occupied, as determined by the applicable rent table.

Session means the period of time from 6:00 A.M. to 5:00 P.M. or the period of time from 5:00 P.M. to midnight or any portion thereof as may be described in an individual occupancy agreement.

Sec. 12-47. Ticket surcharge.

- (a) In addition to the rental fees specified in this division for occupancy of the George R. Brown Convention Center, there is imposed

a surcharge that shall be payable in the following amounts for each event to which an admission fee of \$5 or more per ticket is imposed:

- \$1 Upon each admission ticket sold at a face value of \$10 or more.
- \$.50 Upon each admission ticket sold at a face value of at least \$5 but less than \$10.

The term 'ticket' shall be deemed to include any other form of entry control utilized to impose a fee of any sort for admission to an event. The surcharge shall be imposed in accordance with rules adopted by the director. In addition to any other deposits, the director may require a deposit for the anticipated surcharge and may require the occupant to use serially numbered tickets to ensure an accurate accounting of the surcharge. The financial officers of the city shall be given access to box office records, ticket receipts and all other documents reasonably required to verify the occupant's accounting of the surcharge. The proceeds of the ticket surcharge for the George R. Brown Convention Center shall be deposited in the department's operating fund and shall be utilized for any lawful purpose relating to maintenance, operation or improvement of the George R. Brown Convention Center as directed by the city council.

(b) Similar surcharges may be imposed for occupancy of the Jesse H. Jones Hall for the Performing Arts, the Music Hall and the Gus S. Wortham Theater Center in accordance with contractual provisions established between the city and resident companies using those facilities, provided that if the director is unable to reach agreement with any one or more of the resident companies about imposition of a surcharge by July 1, 1996, then the director shall implement the surcharge unilaterally, in accordance with rules that the director may prescribe for any facility for which no agreement has been reached. Proceeds shall be retained and utilized for backstage operation and maintenance, theatrical equipment and depreciable capital improvements of the respective facilities in accordance with the contract with the resident company, if a contract exists.

Sec. 12-48. Negotiation of rates.

Whenever in this division rates are made negotiable, a single figure stated shall be the maximum rate, and the director may set or agree to a lower rate, taking into account the following factors, provided that if the figures stated indicate a range of rates, the director shall not accept less than the minimum stated figure.

- (1) Level and degree of competition with other comparable facilities;
- (2) Anticipated tax revenues to the city;
- (3) Anticipated concession (food and beverage, utility services, audio-visual, exhibitor cleaning and other) fees and other incidental revenues to the department; and
- (4) Economic benefit to the community.

Sec. 12-49. Rates for other areas.

All other areas of the properties not assigned a rental charge by ordinance may be rented at rates negotiated by the director if he concludes that such occupancy will not interfere with other scheduled events and will not interfere with the maintenance of such areas.

Sec. 12-50. Occupancy of the Jesse H. Jones Hall for the Performing Arts.

Rental charges for occupancy of the Jesse H. Jones Hall for the Performing Arts shall be as follows:

RENTAL TABLE 12-50 FOR THE JESSE H. JONES HALL FOR THE PERFORMING ARTS		
<i>Category</i>	<i>Class I</i>	<i>Class II</i>
Per day for one presentation, performance or occurrence of one event	10% of gross ticket sales, subject to minimum of \$3700 and maximum of \$5000	\$2300
Per event period for one presentation, performance or occurrence of one event	10% of gross ticket sales, subject to minimum of \$2700 and maximum of \$5000	\$1700
Per student event	\$1100	\$750
Per non-event period	\$1500	\$1100
Additional events in same time period	N/A	N/A
Additional time, per hour	\$325	\$325
Holiday premium	1 ½ times regular rate	1 ½ times regular rate

Sec. 12-51. Occupancy of the Music Hall.

Rental charges for occupancy of the Music Hall shall be as follows:

RENTAL TABLE 12-51 FOR THE MUSIC HALL		
<i>Category</i>	<i>Class I</i>	<i>Class II</i>
Per day for one presentation, performance or occurrence of an event	10% of gross ticket sales, subject to minimum of \$3000 and maximum of \$3700	\$1950
Per event period for one presentation, performance or occurrence of an event	10% of gross ticket sales, subject to minimum of \$2000 and maximum of \$3700	\$1500
Per student event	\$800	\$600
Per non-event period	\$1500	\$800
Additional events in same time period	N/A	N/A
Additional time, per hour	\$325	\$325
Holiday premium	1 ½ times regular rate	1 ½ times regular rate

Sec. 12-52. Occupancy of the Gus S. Wortham Theater Center.

(a) *Alice and George Brown Theater*

Rental charges for occupancy of the Alice and George Brown Theater shall be as follows:

RENTAL TABLE 12-52(a) FOR THE ALICE AND GEORGE BROWN THEATER		
<i>Category</i>	<i>Class I</i>	<i>Class II</i>
Per day for one presentation, performance or occurrence of an event	10% of gross ticket sales, subject to minimum of \$3700 and maximum of \$5000	\$2300
Per event period for one presentation, performance or occurrence of an event	10% of gross ticket sales, subject to minimum of \$2700 and maximum of \$5000	\$1700
Per student event	\$1100	\$750
Per non-event period	\$1800	\$1100
Additional events in same time period	N/A	N/A
Additional time, per hour	\$325	\$325
Holiday premium	1 ½ times regular rate	1 ½ times regular rate

(b) *Lillie and Roy Cullen Theater*

Rental charges for occupancy of the Lillie and Roy Cullen Theater shall be as follows:

RENTAL TABLE 12-52(b) FOR THE LILLIE AND ROY CULLEN THEATER		
<i>Category</i>	<i>Class I</i>	<i>Class II</i>
Per day for one presentation, performance or occurrence of an event	\$1800	\$1500
Per event period for one presentation, performance or occurrence of an event	\$1600	\$1200
Per student event	\$700	\$700
Per non-event period	\$1000	\$1000
Additional events in same time period	½ regular rate	½ regular rate
Additional time, per hour	\$325	\$325
Holiday premium	1 ½ times regular rate	1 ½ times regular rate

Sec. 12-53. Occupancy of the George R. Brown Convention Center.

(a) ***Convention, trade show or corporate meeting.*** For a convention, trade show or corporate meeting, charges are as follows:

(1) ***Rental charges.*** Rental charges shall be the greater of:

- a. Total rental charge, determined as set forth in Rent Table 12-53(a); or
- b. Total exhibit space charge (based on a 25,000 net square feet minimum), if applicable.

RENT TABLE 12-53(a) FOR CONVENTIONS, TRADE SHOWS CORPORATE MEETINGS		
<i>Space</i>	<i>Rate Per Session</i>	<i>Rate Per Day</i>
Any one Exhibit Hall	N/A	*\$1,600
Any two Exhibit Halls	N/A	\$3,000
Any three Exhibit Halls	N/A	\$4,000
All four Exhibit Halls	N/A	\$5,000
Any one Ballroom Section	\$1,000	\$1,200
Any two Ballroom Sections	\$1,200	\$1,500
All three Ballroom Sections	\$1,500	\$2,000
Any one General Assembly Hall Section	\$1,000	\$1,200
Any two General Assembly Hall Sections	\$1,200	\$1,500
All three General Assembly Hall Sections	\$1,500	\$2,000
Meeting Room 303A, 303B or 311A	\$140	\$200
Any other Meeting Room Sections	\$90	\$120
Any combination of Meeting Rooms	\$5,000	\$5,000

* For Exhibit Hall D, there shall be a minimum fee of \$500, if telescopic seating is to be deployed.

- (2) *Some rates negotiable.* Rates for function space are negotiable.

- (3) ***Additional charges.*** The occupant shall be allowed 1½ complimentary non-event days per event day up to a maximum of 5 complimentary non-event days; additional days shall be charged at the maximum rate per day.
- (b) ***Class I event.*** For a Class I event, charges are as follows:
 - (1) ***Rental charges.*** Rental charges shall be the greater of:
 - a. Total rental charge, determined as set forth in Rent Table 12-53(b);
 - b. Total exhibit space charge, if applicable; or
 - c. Ten percent of gross ticket sales.

RENTAL TABLE 12-53(b) FOR CLASS I EVENTS		
<i>Space</i>	<i>Rate Per Session</i>	<i>Rate Per Day</i>
Any one Exhibit Hall	N/A	*\$5,000
Any two Exhibit Halls	N/A	\$10,000
Any three Exhibit Halls	N/A	\$15,000
All four Exhibit Halls	N/A	\$17,000
Any one Ballroom Section	\$1,500	\$2,000
Any two Ballroom Sections	\$2,000	\$2,500
All three Ballroom Sections	\$2,500	\$3,000
Any one General Assembly Hall Section	\$1,500	\$2,000
Any two General Assembly Hall Sections	\$2,000	\$2,500
All three General Assembly Hall Sections	\$2,500	\$3,000
Meeting Room 303A, 303B or 311A	\$220	\$300
Any other Meeting Room Sections	\$140	\$200
Any combination of Meeting Rooms	\$500 - \$5,000	\$500 - \$5,000

* For Exhibit Hall D, there shall be a minimum fee of \$500, if telescopic seating is to be deployed.

- (2) *Some rates negotiable.* If an occupant is renting one or more Exhibit Halls, the rental rates for function space shall be negotiable.
- (3) *Additional charges.*

- a. An occupant who is renting an Exhibit Hall and has exhibits shall be allowed one complimentary non-event day per event day, up to a maximum of five complimentary non-event days. Additional days shall be charged at one-half the maximum rate per day.
 - b. An occupant who is renting an Exhibit Hall without exhibits shall be charged for non-event days at one-half the maximum rate per day.
 - c. An occupant who is not renting an Exhibit Hall shall be charged for non-event days at one-half the rate per session or one-half the maximum rate per day, as applicable.
- (c) ***Class II event.*** For a Class II event, charges are as follows:
- (1) ***Rental charges.*** Rental charges shall be the greater of:
 - a. Total rental charge, determined as set forth in Rent Table 12-53(c); or
 - b. Ten percent of gross ticket sales.

RENTAL TABLE 12-53(c) FOR CLASS II EVENTS		
<i>Space</i>	<i>Rate Per Session</i>	<i>Rate Per Day</i>
Any one Exhibit Hall	N/A	*\$3,500
Any two Exhibit Halls	N/A	\$7,000
Any three Exhibit Halls	N/A	\$10,500
All four Exhibit Halls	N/A	\$14,000
Any one Ballroom Section	\$1,500	\$2,000
Any two Ballroom Sections	\$2,000	\$2,500
All three Ballroom Sections	\$2,500	\$3,000
Any one General Assembly Hall Section	\$1,500	\$2,000
Any two General Assembly Hall Sections	\$2,000	\$2,500
All three General Assembly Hall Sections	\$2,500	\$3,000
Meeting Room 303A, 303B or 311A	\$220	\$300
Any other Meeting Room Sections	\$140	\$200
Any combination of Meeting Rooms	\$500 - \$5,000	\$500 - \$5,000

* For Exhibit Hall D, there shall be a minimum fee of \$500, if telescopic seating is to be deployed.

- (2) *Some rates negotiable.* If an occupant is renting one or more Exhibit Halls, the rental rates for function space shall be negotiable.

- (3) ***Additional charges.*** An occupant shall be charged for non-event days at one-half the rate per session or one-half the maximum rate per day, as applicable
- (d) ***Class III event.*** For a Class III event, charges are as follows:
 - (1) ***Rental charges.*** Rental charges are set forth in Rental Table 12-53(d).

RENTAL TABLE 12-53(d) FOR CLASS III EVENTS		
<i>Space</i>	<i>Rate Per Session</i>	<i>Rate Per Day</i>
Any one Exhibit Hall	N/A	\$1,500
Any two Exhibit Halls	N/A	\$2,500
Any three Exhibit Halls	N/A	\$5,000
All four Exhibit Halls	N/A	\$7,500
Any one Ballroom Section	\$250	\$500
Any two Ballroom Sections	\$500	\$600
All three Ballroom Sections	\$600	\$750
Any one General Assembly Hall Section	N/A	N/A
Any two General Assembly Hall Sections	N/A	N/A
All three General Assembly Hall Sections	N/A	N/A
Meeting Room 303A, 303B or 311A	\$75	\$150
Any other Meeting Room Sections	\$50	\$100
Any combination of Meeting Rooms	\$200 - \$2,500	\$200 - \$2,500

- (2) *Additional charges.* Occupants shall be charged for non-event days at one-half the rate per session or one-half the maximum rate per day.

Sec. 12-54. Additional time.

Under no circumstances will an occupant be allowed to occupy a facility in excess of the hours specified in the occupancy agreement, unless the director consents to such occupancy and the occupant pays the prescribed charge for the additional time.

Secs. 12-55--12-60. Reserved.

DIVISION 4. PARKING RATES FOR PARKING FACILITIES

Sec. 12-61. Parking in the parking facilities.

Rates for use of the parking facilities shall be as provided in this division.

Sec. 12-62. Contract parking.

(a) Rates for contract parking in all parking facilities other than the Coliseum Annex Garage and the George R. Brown surface lots operated by the department shall be as follows:

- (1) Department employees regularly working the daytime shift (normally 8:00 A.M. to 5:00 P.M.) and other city employees regularly working a daytime shift (normally 8:00 A.M. to 5:00 P.M.) who are assigned to park in the Margaret Westerman City Hall Annex Parking Garage: \$16.17, plus any applicable sales tax, per month.
- (2) City employees working evening, nighttime or rotating shifts: \$9.24, plus any applicable sales tax, per month.
- (3) Non-city employees who are regularly assigned by their employers to work in any of the facilities or non-city employees who are regularly assigned by their employers to work in the City Hall or the Margaret Westerman City Hall Annex and to park in the Margaret Westerman City Hall Annex Parking Garage: \$44.34, plus any applicable sales tax, per month.

- (4) All other persons: A rate to be established by the director between a minimum of \$69.28 and a maximum of \$83.15, plus any applicable sales tax, per month.

(b) Rates for contract parking in the Coliseum Annex Garage shall be as follows:

- (1) City employees regularly working a daytime shift (normally 8:00 A.M. to 5:00 P.M.): \$13.86, plus any applicable sales tax, per month.
- (2) City employees working evening, nighttime or rotating shifts: \$9.24, plus any applicable sales tax, per month.

Sec. 12-63. Noncontract parking.

Rates for noncontract parking shall be as follows:

- (1) For the Theater District Garage:
 - a. At any time Monday through Friday, from 6:00 A.M. to 6:00 P.M., users shall be charged a rate to be established by the director between a minimum of \$1.39, plus any applicable sales tax, for each hour or fraction thereof, not to exceed \$5.54, plus any applicable sale tax, per day, and a maximum of \$1.85, plus any applicable sales tax, for each hour or fraction thereof, not to exceed \$7.39, plus any applicable sales tax, per day. An exception with the director's written approval is to allow an 'Early Bird Special,' wherein vehicles entering the parking facilities on a workday prior to a time specified by the director shall be charged a maximum rate of \$4.61, plus any applicable sales tax, per day. In addition to the foregoing hourly rates and the early bird rate, the director is authorized to establish special flat rates for parking in connection with events held during the foregoing hours and adjusted hours, if necessary. In determining whether to offer the special daytime event rate, the director shall take

into consideration the event start time and the expected vehicle volume.

- b. At any time Monday through Friday, from 6:00 P.M. to 6:00 A.M. and all day on Saturdays and Sundays, users shall be charged \$2.77, plus applicable sales tax, per day, per vehicle.
- (2) For the various George R. Brown Convention Center surface lots operated by the department, users shall be charged \$2.77, plus any applicable sales tax, per twenty-four-hour period, or any portion thereof, per vehicle. The director is authorized to set aside a number of parking spaces for use of the event operator's vehicles; the privilege of such use is to be included without additional charge in the occupancy agreement for occupancy of the George R. Brown Convention Center. Notwithstanding the foregoing rates, there shall be no charge to department employees assigned by the director to park in these lots.
 - (3) For the Margaret Westerman City Hall Annex Parking Garage and the Coliseum Annex Garage when operated by the department for event parking, users shall be charged \$2.77, plus applicable sales tax, per day, per vehicle.
 - (4) For purposes of the foregoing rates, a holiday that falls on a weekday shall be treated the same as a Saturday or Sunday.
 - (5) The rates provided in this section do not include in-and-out privileges and the fee will be imposed for each time the vehicle is parked in, at or upon the facility.
 - (6) The director is authorized to establish rules related to parking within the facilities as he may deem necessary.

Sec. 12-64. Rate adjustments by director.

Wherever in sections 12-62 and 12-63 of this Code the director is authorized to adjust rates within a range or offer special rates, the

director shall seek to establish the rates in consideration of market conditions and with a view to maximizing the city's total recovery of revenue from the parking facilities. Without limitation, the director may offer incentives to encourage contract parking based on volume or new accounts.

Secs. 12-65--12-80. Reserved."

Section 4. That Section 2-1001 of the Code of Ordinances, Houston, Texas, is hereby amended by adding a new item 12, which reads as follows:

"(12) Occupancy agreements entered into pursuant to section 12-21 of this Code. Mayor, City Controller A and B"

Section 5. That the former provisions of Chapter 12 of the Code of Ordinances, Houston, Texas, shall continue to apply to occupancy agreements for use of Convention and Entertainment Facilities Department properties that are executed before the effective date of this Ordinance, and the former provisions of Chapter 12 of the Code of Ordinances, Houston, Texas, are saved from repeal for the limited purpose of their continued application to those occupancy agreements.

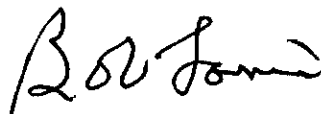
Section 6. That Item (4) of Subsection (b) of Section 2-281 of the Code of Ordinances, Houston, Texas, is hereby repealed.

Section 7. If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or their application to other persons or sets of

circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 8. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect at 12:01 a.m. on the thirtieth day next following the date of its passage and approval by the Mayor, provided that Section 12-47 of the Code of Ordinances, Houston, Texas, as adopted in Section 3 of this Ordinance shall become effective on July 1, 1996.

PASSED AND APPROVED this 17th day of January 1996.



Mayor of the City of Houston

Prepared by Legal Dept. Paul B. [Signature]

PRB:asw 12/06/95

Senior Counsel

Requested by Gerard J. Tollett, Director, Civic Center Department

L.D. File No. 25-94030-01

AYE	NO	
✓		MAYOR LANIER
••••	••••	COUNCIL MEMBERS
✓		HUEY
✓		YARBROUGH
✓		WONG
ABSENT		BONEY
✓		TODD
/		DRISCOLL
/		KELLEY
/		FRAGA
/		CASTILLO
/		SAENZ
/		ROACH
/		SANCHEZ
✓		PEAVY
/		ROBINSON
CAPTION	ADOPTED	

JAN 17 1995

39/R

SUBJECT:

Amendment to the Code of Ordinances
Relating to the Operation of Convention
and Entertainment Facilities

Category #

Page 1 of 1

Agenda Item #

24

FROM (Department or other point of origin):

Civic Center Department

Origination Date

12/5/95

Agenda Date

DIRECTOR'S SIGNATURE:

Council District affected:

All

For additional information contact:
Phone:

Gerard J. Tollett
853-8029

Date and identification of prior authorizing
Council action:

6-2-93; Ord. No. 93-569

RECOMMENDATION: (Summary)

Approve Amendment to the Code of Ordinances relating to the operation of
convention and entertainment facilities.

**Amount and
Source of Funding:**

N/A

-50

SPECIFIC EXPLANATION:

This amendment to the Code of Ordinances, Houston, Texas, is primarily a streamlined and reorganized version of Chapter 12, the governing ordinance of the Civic Center Department.

The amendment totally reorganizes the Chapter but with only a few major substantive changes. Among the substantive changes is a name change from the "Civic Center Department" to the "Convention and Entertainment Facilities Department." In the course of constant contact with the public, it has become evident that "Civic Center" is not representative of the charge of the department. We would propose the name "Convention and Entertainment Facilities" to heighten the public's awareness of the function of the department. This change is in step with similar changes done in other cities, such as Kansas City, for the same reason.

Additionally, this amendment allows for a ticket surcharge, initially only at the Convention Center. The proposed surcharge will be \$1.00 for all tickets sold for \$10.00 or more and \$.50 for tickets between \$5.00 and \$9.99. There will be no surcharge for tickets less than \$5.00. These funds are planned to be used for equipment and facility maintenance.

The amendment also provides for a similar surcharge in our theaters and the concept has the support of the primary tenants in our facilities including the Houston Grand Opera, Houston Ballet, Houston Symphony, Society for the Performing Arts, and Theatre Under the Stars. Attached are copies of letters of support from each of these organizations. The Code

REQUIRED AUTHORIZATION

F&A Budget:

Chief Administrative Officer:

Richard R. [Signature]

1/8/95

Other Authorization:

Date 12/5/95	Subject: Amendment to the Code of Ordinances Relating to the Operation of Convention and Entertainment Facilities	Originator's Initials	Page 2 of 2
------------------------	--	----------------------------------	------------------------------------

amendment contemplates a contract between the City and each of these organizations which would govern the collection and expenditure of such funds for theatrical equipment, backstage maintenance and operation, and depreciable capital improvements. Those contracts will, of course, be submitted to City Council for review and approval. If an agreement cannot be reached with the primary tenants of a particular facility, the Code revision allows the Director to institute the surcharge for that facility for the purposes noted herein.

The amendment also includes some adjustment to the rental rates for the Convention Center. There is no proposed change to the methods for determining rates as previously approved by Council but merely a broadening of the ranges available. Competition for conventions is steep and these ranges will ensure that we remain flexible enough to be competitive in the industry while maximizing the revenue stream available for use in maintaining this facility.

The Civic Center Department requests the approval of this amendment to the Chapter 12 of the Code of Ordinances.