

**HUMBLE CITY COUNCIL  
MEETING PACKET  
JUNE 13, 2013**

HUMBLE CITY COUNCIL

AGENDA

JUNE 13, 2013 - 6:30 P.M.

1. INVOCATION/PLEDGE OF ALLEGIANCE
2. MINUTES - MAY 20, 2013 AND MAY 23, 2013
3. FINANCIAL STATEMENT
4. CURRENT INVOICES
5. ELECTION OF MAYOR PRO TEMPORE
6. PROPOSAL FROM VERNON MASONRY, INC. FOR INSTALLATION OF DECORATIVE STONE IN WINDOWS ON NORTH SIDE OF CHARLES BENDER HIGH SCHOOL
7. APPOINTMENT OF SCOTT BRADY AS ARCHITECT FROM BENDER HIGH SCHOOL RENOVATIONS
8. EXECUTIVE SESSION IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION §551.071 CONSULTATION WITH ATTORNEY - AMENDED AND RESTATED UTILITY AGREEMENT, UTILITY DEVELOPMENT AGREEMENT, AND DEVELOPMENT AGREEMENT BETWEEN INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT AND THE CITY OF HUMBLE, TEXAS
9. APPROVAL OF THE AMENDED AND RESTATED UTILITY AGREEMENT BY AND BETWEEN INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT AND THE CITY OF HUMBLE, TEXAS
10. APPROVAL OF THE UTILITY DEVELOPMENT AGREEMENT BY AND BETWEEN THE INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT AND THE CITY OF HUMBLE, TEXAS
11. APPROVAL OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT AND THE CITY OF HUMBLE, TEXAS
12. MONTHLY DEPARTMENT REPORTS
13. CORRESPONDENCE: TML LEGISLATIVE UPDATE
14. ADJOURNMENT

**COUNCIL MEETING**

**06-13-2013**

**AGENDA ITEM #2**

**MINUTES**

**MEETING 5-20-2013 & 5-23-2013**

**HUMBLE CITY COUNCIL**

**MINUTES**

**SPECIAL MEETING**

**MAY 20, 2013 - 9:00 A.M.**

**HELD AT CITY HALL, 114 WEST HIGGINS, HUMBLE, TEXAS**

**MEMBERS PRESENT:**

Mayor Donnie McMannes, Presiding  
Mayor Pro Tempore Merle Aaron  
Councilmember Ray Calfee  
Councilmember Allan Steagall  
City Manager Darrell Boeske  
City Secretary Sue Daniel

**EMPLOYEES PRESENT:**

Chief Gary Warman  
Finance Director Dixie Kellum  
Civic Center Director Sergio Corrales  
Assistant Chief Mike Legoudes  
Assistant Finance Director Aimee Phillips  
Kathy Davidson, PD  
Teresa Ower, Risk Manager

**VISITORS:**

Georgia McMannes  
Cassie Staggs  
Howard Mittag  
Bruce Davidson  
Fran Morris

Mayor Donnie McMannes called the special meeting of the Humble City Council to order at 9:00 a.m. with all members present except Councilmembers Allen Lee and Andy Curry.

**1. INVOCATION/PLEDGE OF ALLEGIANCE**

Councilmember Merle Aaron gave the invocation and led the Pledge of Allegiance.

**2. CANVASS OF ELECTION RESULTS CITY OF HUMBLE GENERAL ELECTION HELD MAY 11, 2013 - MS. CASSIE STAGGS, ELECTION JUDGE**

Election Judge Cassie Staggs appeared before the mayor and councilmembers to give the canvass of election results for the City of Humble General Election held May 11, 2013. Ms. Staggs stated that the election results in the canvass are the numbers after the election recount.

She read the election results:

BALLOTS CAST:	EV	ED	TOTAL
	386	181	570

POSITION	EV	ED	TOTAL
----------	----	----	-------

MAYOR:

C. L. "BILL" CONNER	178	79	257
D. G. "DONNIE" McMANNES	206	101	307

COUNCILMEMBER PLACE NO. 1:

CHARLES "ANDY" CURRY	300	145	445
----------------------	-----	-----	-----

COUNCILMEMBER PLACE NO. 2:

RAY CALFEE	306	147	453
------------	-----	-----	-----

Councilmember Allan Steagall moved to approve item # 2.

Ayes: Aaron, Lee, McMannes, Steagall

Nays: None

Motion Carried.

**3. ORDINANCE NO. 13-718 CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MAY 11, 2013 FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) COUNCILMEMBERS FOR THE CITY OF HUMBLE, TEXAS**

Ordinance No. 13-718 was presented to the mayor and councilmembers for approval.

**ORDINANCE NO. 13-718**

**AN ORDINANCE CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MAY 11, 2013 FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) COUNCILMEMBERS FOR THE CITY OF HUMBLE, TEXAS**

WHEREAS, a general election was held in the City of Humble, Texas on May 11, 2013 for the purpose of electing a Mayor and two (2) Councilmembers; and

WHEREAS, said election was duly and legally held in conformity with the election laws of the State of Texas and the results of said election have been verified and returned by the proper judges and clerks; and

WHEREAS, it appears that a total of 570 votes were cast in such election; now, therefore,

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

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

Section 2. The official canvass of the returns of the general election held on May 11, 2013 reflects that the following named persons received the number of votes set opposite their names in the respective positions to be filled:

Mayor

<u>Candidate</u>	<u>Votes Received</u>
C. L. "Bill" Conner	257
D. G. "Donnie" McMannes	307

Councilmember, Place No. 1

<u>Candidate</u>	<u>Votes Received</u>
Charles "Andy" Curry	445

Councilmember, Place No. 2

<u>Candidate</u>	<u>Votes Received</u>
Ray Calfee	453

Section 3. In accordance with the official canvass of the returns of the general election held on May 11, 2013 the following persons were duly elected to the respective positions shown:

Mayor	D. G. "Donnie" McMannes
Councilmember, Place No. 1	Charles "Andy" Curry
Councilmember, Place No. 2	Ray Calfee

Councilmember Aaron moved to approve Ordinance # 13-718.

Ayes: Aaron, Calfee, McMannes, Steagall

Nays: None

Motion Carried.

**4. OATH OF OFFICE TO NEWLY ELECTED MAYOR, COUNCILMEMBER PLACE NO. 1 AND COUNCILMEMBER PLACE NO. 2**

Mayor McMannes and Councilmember Place No. 2 Ray Calfee were given the Oath of Office by City Secretary Sue Daniel.

**5. ADJOURNMENT**

There being no further business to transpire, Mayor McMannes moved the meeting be

adjourned. Meeting Adjourned. 9:06 a.m.

---

D. G. McMannes  
Mayor

ATTEST:

---

Sue Daniel  
City Secretary

**HUMBLE CITY COUNCIL**

**MINUTES**

**REGULAR MEETING**

**MAY 23, 2013 - 6:30 P.M.**

**HELD AT CITY HALL, 114 WEST HIGGINS, HUMBLE, TEXAS**

**MEMBERS PRESENT:**

Mayor Donnie McMannes, Presiding  
Councilmember Ray Calfee  
Councilmember Allen Lee  
Councilmember Allan Steagall  
City Manager Darrell Boeske  
City Secretary Sue Daniel

**EMPLOYEES PRESENT:**

Finance Director Dixie Kellum  
Director of Public Works Barry Brock  
Chief Gary Outlaw  
Captain Jay Wrobliske  
Assistant Finance Director Aimee Phillips  
Lieutenant Delbert Dawes  
Carole Chambers, Fire Marshal Dept.

**VISITORS PRESENT:**

John Rudloff  
Jimmy Frye  
Arliss Bentley  
Jennifer Summer  
Fran Morris

Mayor Donnie McMannes called the regular meeting of the Humble City Council to order at 6:30 p.m. with all members present except Councilmembers Merle Aaron and Andy Curry.

**1. INVOCATION/PLEDGE OF ALLEGIANCE**

Mayor McMannes gave the invocation and Councilmember Allen Lee led the Pledge of Allegiance.

**2. MINUTES - APRIL 11, 2013 AND APRIL 25, 2013**

Minutes of the council meeting of April 11 and April, 25, 2013 were presented to the mayor and councilmembers for approval. Councilmember Lee moved to approve the minutes of April 11, 2013 and April 25, 2013 as printed and circulated.

Ayes: Calfee, Lee, McMannes, Steagall

Nays: None

Motion Carried.

**3. FINANCIAL STATEMENT**

The financial statement for April was presented to the mayor and councilmembers for approval. Councilmember Lee moved to approve the financial statement as printed.

Ayes: Calfee, Lee, McMannes, Steagall  
Nays: None  
Motion Carried.

**4. CURRENT INVOICES**

Invoices were presented to the mayor and councilmembers for approval of payment.

<u>Accounts Payable:</u>	
General Fund	\$ 302,090.74
W/S Operating Fund	21,922.19
Special Revenue Fund	3,158.15
Red Light Camera Fund	1,575.00
C. O., Series 2005A	<u>421,855.24</u>
Total	\$ 750,601.32

Councilmember Lee moved to pay the invoices.

Ayes: Calfee, Lee, McMannes, Steagall  
Nays: None  
Motion Carried.

**5. PUBLIC HEARING: CONSIDERING THE RENEWAL OF THE CITY OF HUMBLE CURFEW FOR PERSONS UNDER THE AGE OF 17**

The public hearing was called to order and City Manager Boeske read a letter from the Crime Victim Liaison for the Humble Police Department, Chris Green.

"Dear Mayor McMannes and Council Members,

This letter is to address the public hearing for the renewal of the *City of Humbles' Curfew for Persons Under the Age of 17* to be held, Thursday, May 23, 2013. I have several comments I would like to make about this renewal.

As the Crime Victim Liaison for the City of Humble Police Department and as a Juvenile Program Coordinator for the City of Humble Municipal Court, I believe it is important to keep this curfew in place. Although there is an ordinance in place for this, tickets for curfew violations are still being written; meaning violations are still occurring. Keeping the curfew ordinance in effect may help curtail the number of juvenile arrests made for this and other crimes such as criminal mischief, theft and other violations. Continuing the curfew may also help reduce truancy. Additionally, with a curfew in place, there is a possibility that it could deter non-delinquent juveniles from becoming crime victims. This ordinance gives the police department a legal tool to help keep juveniles off the streets during those hours deemed not appropriate for them to be on the streets of this city.

Please consider this request to renew the *City of Humble' Curfew for Persons Under the Age of 17*. Thank you for your consideration.”

City Manager Boeske then asked if anyone had any comments or questions. Arliss Bentley asked why the juvenile curfew ordinance doesn't pertain to teens who are 18. Mayor McMannes replied that at 18 they are no longer a juvenile. There were no more questions or comments and the public hearing was closed.

6. **ORDINANCE 13-719 READOPTING CITY OF HUMBLE ORDINANCE 10-686 WHICH ESTABLISHED A CURFEW FOR PERSONS UNDER THE AGE OF 17 YEARS, BETWEEN 11:00 P.M. ON SUNDAY, MONDAY, TUESDAY, WEDNESDAY, OR THURSDAY AND 6:00 A.M. ON THE FOLLOWING DAY, BETWEEN THE HOURS OF 12:01 A.M. AND 6:00 A.M. ON ANY SATURDAY OR SUNDAY, AND BETWEEN THE HOURS OF 9:00 A.M. AND 2:30 P.M. FOR SCHOOL-AGED CHILDREN ON SCHOOL DAYS; PROVIDING IT UNLAWFUL FOR ANY PERSON SUBJECT TO A CURFEW HEREUNDER TO REMAIN IN ANY PUBLIC PLACE OR ON THE PREMISES OF ANY ESTABLISHMENT WITHIN THE CITY DURING CURFEW HOURS; PROVIDING IT UNLAWFUL FOR ANY PARENT OR GUARDIAN OF A PERSON SUBJECT TO A CURFEW HEREUNDER TO KNOWINGLY PERMIT, OR BY INSUFFICIENT CONTROL, ALLOW SUCH PERSON TO REMAIN IN ANY PUBLIC PLACE OR ON THE PREMISES OF ANY ESTABLISHMENT WITHIN THE CITY DURING CURFEW HOURS; PROVIDING IT UNLAWFUL FOR ANY PERSON OWNING, OPERATING, OR IN THE EMPLOYMENT OF ANY ESTABLISHMENT IN THE CITY TO KNOWINGLY ALLOW A PERSON SUBJECT TO A CURFEW HEREUNDER TO REMAIN ON THE PREMISES OF SUCH ESTABLISHMENT DURING CURFEW HOURS; PROVIDING DEFENSES TO PROSECUTION FOR VIOLATIONS HEREUNDER; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$ 500.00 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING CERTAIN FINDINGS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith AND PROVIDING FOR SEVERABILITY. IT IS THE INTENTION OF THE CITY COUNCIL AND IT IS HEREBY ORDAINED THAT THE PROVISIONS OF THIS ORDINANCE SHALL BECOME AND BE MADE PART OF THE CODE OF ORDINANCES, CITY OF HUMBLE, TEXAS AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION**

City Manager Boeske presented Ordinance No. 13-719 presented to the mayor and councilmembers and asked for approval.

ORDINANCE NO. 13-719

AN ORDINANCE OF THE CITY OF HUMBLE, TEXAS READOPTING CITY OF HUMBLE ORDINANCE 10-686 WHICH ESTABLISHED A CURFEW FOR PERSONS UNDER THE AGE OF 17 YEARS, BETWEEN 11:00 P.M. ON SUNDAY, MONDAY, TUESDAY, WEDNESDAY, OR THURSDAY AND 6:00 A.M. ON THE FOLLOWING DAY, BETWEEN THE HOURS OF 12:01 A.M. AND 6:00 A.M. ON ANY SATURDAY OR SUNDAY, AND BETWEEN THE HOURS OF 9:00 A.M. AND 2:30 P.M. FOR SCHOOL-AGED CHILDREN ON SCHOOL DAYS; PROVIDING IT UNLAWFUL FOR ANY PERSON SUBJECT TO A CURFEW HEREUNDER TO REMAIN IN ANY PUBLIC PLACE OR ON THE PREMISES OF ANY ESTABLISHMENT WITHIN THE

CITY DURING CURFEW HOURS; PROVIDING IT UNLAWFUL FOR ANY PARENT OR GUARDIAN OF A PERSON SUBJECT TO A CURFEW HEREUNDER TO KNOWINGLY PERMIT, OR BY INSUFFICIENT CONTROL, ALLOW SUCH PERSON TO REMAIN IN ANY PUBLIC PLACE OR ON THE PREMISES OF ANY ESTABLISHMENT WITHIN THE CITY DURING CURFEW HOURS; PROVIDING IT UNLAWFUL FOR ANY PERSON OWNING, OPERATING, OR IN THE EMPLOYMENT OF ANY ESTABLISHMENT IN THE CITY TO KNOWINGLY ALLOW A PERSON SUBJECT TO A CURFEW HEREUNDER TO REMAIN ON THE PREMISES OF SUCH ESTABLISHMENT DURING CURFEW HOURS; PROVIDING DEFENSES TO PROSECUTION FOR VIOLATIONS HEREUNDER; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$ 500.00 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING CERTAIN FINDINGS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith AND PROVIDING FOR SEVERABILITY. IT IS THE INTENTION OF THE CITY COUNCIL AND IT IS HEREBY ORDAINED THAT THE PROVISIONS OF THIS ORDINANCE SHALL BECOME AND BE MADE PART OF THE CODE OF ORDINANCES, CITY OF HUMBLE, TEXAS AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION

Councilmember Allen Steagall moved to approve Ordinance No. 13-719.

Ayes: Calfee, Lee, McMannes, Steagall  
Nays: None  
Motion Carried.

**7. AUTHORIZATION TO HIRE 2 NEW POLICE OFFICERS FOR EXPANDED HOLDING FACILITY**

City Manager Boeske asked the mayor and councilmember for approval to hire two new police officers to work in the expanded holding facility. Councilmember Lee moved to approve item # 7.

Ayes: Calfee, Lee, McMannes, Steagall  
Nays: None  
Motion Carried.

**8. APPROVAL OF TAXI CAB PERMIT - BRIAN ORTIZ**

City Manager Boeske presented an application for a Taxi Cab Permit to the mayor and councilmembers and asked for approval. Mayor McMannes moved to approve item # 8.

Ayes: Calfee, Lee, McMannes, Steagall  
Nays: None  
Motion Carried.

**9. REQUEST FOR ALLIANT TO FORMULATE AN RFP FOR THE CITY'S PROPERTY AND CASUALTY INSURANCE COVERAGE AT A COST OF \$ 25,000.00**

City Manager Boeske informed the mayor and councilmembers that the City cannot have an insurance broker and so he would request to hire Alliant to formulate an RFP for the City's

property and casualty insurance coverage at a cost of \$ 25,000.00. Councilmember Steagall moved to approve item # 9.

Ayes: Calfee, Lee, McMannes, Steagall  
Nays: None  
Motion Carried.

**10. ENGINEER AGREEMENT WITH ARKK ENGINEERS FOR FIRST STREET UTILITY EXTENSION PROJECT**

City Manager Boeske asked the mayor and councilmember to approve an engineering agreement with ARKK Engineers for the First Street Utility Extension Project. The engineering cost of the project is: Design Phase Services \$ 50,500.00 and the Construction Phase Services being \$ 8,500.00 with the total authorization amount is not-to-exceed \$59,000.00. Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 2.99 and direct cost plus 10%. Mileage will be charged at \$0.55 per mile. The agreement further states that no additional services will be performed or invoiced without prior authorization from the City of Humble. Councilmember Steagall moved to approve item #10.

Ayes: Calfee, Lee, McMannes, Steagall  
Nays: None  
Motion Carried.

**11. MONTHLY DEPARTMENT REPORTS**

Mayor McMannes stated the monthly department reports were for information only.

**12. CORRESPONDENCE: TML LEGISLATIVE UPDATE**

Mayor McMannes stated the correspondence was for information only.

**13. ADJOURNMENT**

There being no further business to transpire, Mayor McMannes moved the meeting be adjourned. Meeting Adjourned. 6:37 p.m.

---

D. G. McMannes  
Mayor

ATTEST:

---

Sue Daniel  
City Secretary

**COUNCIL MEETING**

**06-13-2013**

**AGENDA ITEM #3**

**FINANCIAL STATEMENT**

**City of Humble**

**Balance on Deposit, All Funds  
For the Month of May 2013**

**General Fund:**

Cash	\$ 2,915,702.51
Certificate of Deposit	6,084,851.80
Treasury Bills and Other Investments	10,785,406.47
Total	<u>19,785,960.78</u>

**Water & Sewer Operating Fund:**

Cash	3,886,305.15
Certificate of Deposit	2,212,399.84
Treasury Bills and Other Investments	697,489.10
Total	<u>6,796,194.09</u>

**Sewer Plant Construction Fund:**

Cash	477,584.69
Treasury Bills and Other Investments	-
Total	<u>477,584.69</u>

**Certificates of Obligation, Series 2005 A Construction:**

Cash	296,384.58
Treasury Bills and Other Investments	-
Total	<u>296,384.58</u>

**Certificates of Obligation, Series 2005 B Construction:**

Cash	6,178.33
Treasury Bills and Other Investments	-
Total	<u>6,178.33</u>

**Total All Funds:**

Cash	7,582,155.26
Certificate of Deposit	8,297,251.64
Treasury Bills and Other Investments	11,482,895.57
Total	<u><u>\$ 27,362,302.47</u></u>

**COUNCIL MEETING**

**06-13-2013**

**AGENDA ITEM #4**

**CURRENT INVOICES**

**ACCOUNTS PAYABLE CHECKS**

Date	General Fund	Water & Sewer Operating Fund	Special Revenue	Red Light Camera	Beautification	2005 A Const	TOTAL
5/16/2013	222,667.61	136,340.69	15,371.11	65,938.88	300.00	\$ 92,811.27	\$ 533,429.56
5/30/2013	\$ 267,633.72	\$ 351,244.66	4,837.23	10,080.35		56,903.96	\$ 690,699.92
							-

**APRIL PURCHASE CARDS**

\$ 67,643.77	\$ 17,164.87	\$ 992.45	\$ 2,576.14	\$ 52.66	\$820.00	\$ 89,249.89
--------------	--------------	-----------	-------------	----------	----------	--------------

to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
		Cash Account: 01-1070-00-00			
96916	05/16/13	A-LINE AUTO PARTS #25	2,499.77	0	Regular
96917	05/16/13	ADRIAN SAUCEDA	100.00	0	Regular
96918	05/16/13	AFFILIATED COMPUTER SERVICES	2,600.00	0	Regular
96919	05/16/13	AFLAC	2,075.98	0	Regular
96920	05/16/13	ALEJANDRO I GONZALEZ	15.00	0	Regular
96921	05/16/13	ALEXANDER MAXWELL PEREZ	400.00	0	Regular
96922	05/16/13	ALLIANT INSURANCE SERVICES INC	21,250.00	0	Regular
96923	05/16/13	ALLIED WASTE SERVICES #852	7,310.25	0	Regular
96924	05/16/13	ALWAYS IN SEASON INC	204.59	0	Regular
96925	05/16/13	AMERI-CLEAN	3,350.00	0	Regular
96926	05/16/13	AMERICAN TIRE DISTRIBUTORS	1,122.70	0	Regular
96927	05/16/13	AMERICAN TRAFFIC SOLUTIONS INC	57,778.80	0	Regular
96928	05/16/13	ANDRE MAURICE BRAMWELL	40.00	0	Regular
96929	05/16/13	ANNA MARTINEZ	250.00	0	Regular
96930	05/16/13	ANTONIA TORRES	100.00	0	Regular
96931	05/16/13	APPLIED CONCEPTS, INC.	2,733.33	0	Regular
96932	05/16/13	AQUAVULT, LTD	2,437.00	0	Regular
96933	05/16/13	ARKK ENGINEERS	94,911.27	0	Regular
96934	05/16/13	AT&T	12.00	0	Regular
96935	05/16/13	AUTO ZONE	107.45	0	Regular
96936	05/16/13	B DEPENDABLE PLUMBING INC	835.00	0	Regular
96937	05/16/13	BEST PUBLICATIONS LLP	254.15	0	Regular
96938	05/16/13	BIO LANDSCAPE & MAINTENANCE	8,032.75	0	Regular
96939	05/16/13	BNI	250.00	0	Regular
96940	05/16/13	BOEKER'S HUMBLE ICE	150.00	0	Regular
96941	05/16/13	BONINDER JOSAN	24.23	0	Regular
96942	05/16/13	BRUMFIELD SANITATION SERVICES	590.00	0	Regular
96943	05/16/13	CARRILLO'S LANDSCAPE	2,150.00	0	Regular
96944	05/16/13	CCA TX	250.00	0	Regular
96945	05/16/13	CELESTINE ETUMNU	250.00	0	Regular
96946	05/16/13	CENTERPOINT ENERGY	2,899.40	0	Regular
96947	05/16/13	CHARISSA PRICE	50.00	0	Regular
96948	05/16/13	CHLORINATOR MAINTENANCE CONST	375.00	0	Regular
96949	05/16/13	CHUBB	222.25	V	Regular
96950	05/16/13	CITY OF HOUSTON	43,246.57	0	Regular
96951	05/16/13	CLAUDIA NINO	40.00	0	Regular
96952	05/16/13	COLONIAL LIFE & ACCIDENT	1,384.89	0	Regular
96953	05/16/13	COMCAST BUSINESS SERVICES	1,733.05	0	Regular
96954	05/16/13	CONROE WELDING SUPPLY	187.42	0	Regular
96955	05/16/13	CONSOLIDATED TRAFFIC CONTROLS	345.00	0	Regular
96956	05/16/13	COPECO INC dba SEAMLESS SOLUTI	90.34	0	Regular
96957	05/16/13	COX CPA SERVICES INC	100.00	0	Regular
96958	05/16/13	CRAIG MILLER	10.00	0	Regular
96959	05/16/13	CSG SYSTEMS INC	2,458.05	0	Regular
96960	05/16/13	DAROLYN BUTLER	200.00	0	Regular
96961	05/16/13	DATEL TOOL COMPANY	250.00	0	Regular

to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
96962	05/16/13	DESIREE GAUTIER	53.28	0	Regular
96963	05/16/13	DEX ONE	44.50	0	Regular
96964	05/16/13	DIGITAL ABILITY TECH	250.00	0	Regular
96965	05/16/13	DOMINGA TORRES	300.00	0	Regular
96966	05/16/13	DOMINIC JOSEPH BLASI	230.00	0	Regular
96967	05/16/13	ELECTION SYSTEMS & SOFTWARE	140.08	0	Regular
96968	05/16/13	ELECTRICAL FIELD SERVICES	1,340.00	0	Regular
96969	05/16/13	ELECTRO-MECHANICAL DEVICES	450.00	0	Regular
96970	05/16/13	ELEGANT BEGINNINGS	48.00	V	Regular
96971	05/16/13	EMPIRE, INC.	16,146.99	0	Regular
96972	05/16/13	ENVIRONMENTAL IMPROVEMENTS INC	11,694.16	0	Regular
96973	05/16/13	FERNANDO MARTINEZ	40.00	0	Regular
96974	05/16/13	FIRESTONE	149.99	0	Regular
96975	05/16/13	FORAY TECHNOLOGIES	50,176.97	0	Regular
96976	05/16/13	GOLDEN EAGLE A/C & HEAT	790.00	0	Regular
96977	05/16/13	GRACE PELLETIER	5.00	0	Regular
96978	05/16/13	GREAT SOUTHERN STABILIZED	183.26	0	Regular
96979	05/16/13	GREG THOMPSON	100.00	0	Regular
96980	05/16/13	HARRIS COUNTY TREASURER	4,411.55	0	Regular
96981	05/16/13	HARRY ZAMORR	530.00	0	Regular
96982	05/16/13	HCTRA - VIOLATIONS	38.25	0	Regular
96983	05/16/13	HENDRICKS POLYGRAPH INC	315.00	0	Regular
96984	05/16/13	HENRY BALMORE SOSA-ROMERO	50.00	0	Regular
96985	05/16/13	HORACIO LOPEZ	70.00	0	Regular
96986	05/16/13	HOUSTON CHRONICLE	50.00	0	Regular
96987	05/16/13	HOUSTON CHRONICLE	337.99	0	Regular
96988	05/16/13	HOUSTON COMMUNITY NEWSPAPERS	2,752.80	0	Regular
96989	05/16/13	HUMBLE ELEVATOR SERVICE INC	1,199.00	0	Regular
96990	05/16/13	HUMBLE FIRE FIGHTER DUES	315.00	0	Regular
96991	05/16/13	HUMBLE POLICE ASSOCIATION	232.50	0	Regular
96992	05/16/13	I C JANITORIAL SUPPLY	671.23	0	Regular
96993	05/16/13	IMMIXTECHNOLOGY INC	200.80	0	Regular
96994	05/16/13	INTERNATIONAL TRUCKS OF HOU	134.69	0	Regular
96995	05/16/13	JACKSON-DAWSON	250.00	0	Regular
96996	05/16/13	JAMES HAMMOCK	203.40	0	Regular
96997	05/16/13	JANETT PATINO	40.00	0	Regular
96998	05/16/13	JAY STORR PHOTOGRAPHY FILM & V	275.00	0	Regular
96999	05/16/13	JENNIFER BASS	100.00	0	Regular
97000	05/16/13	JENNIFER COLEMAN	960.50	0	Regular
97001	05/16/13	JENNIFER LARISSA MEJIA-GIBBONS	40.00	0	Regular
97002	05/16/13	JOE-ANTHONY RIOS	20.00	0	Regular
97003	05/16/13	JORGE PEREZ	50.00	0	Regular
97004	05/16/13	JOSE AGUILAZ	500.00	0	Regular
97005	05/16/13	JOSE RAMOS	40.00	0	Regular
97006	05/16/13	JUSTIN GARRETT HENRY	25.00	0	Regular
97007	05/16/13	KEIVONNA DOVER	37.00	0	Regular
97008	05/16/13	KELEMAN CONSULTING	450.00	0	Regular

to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
97009	05/16/13	KINLOCH EQUIPMENT & SUPPLY INC	250.00	0	Regular
97010	05/16/13	L DENLEY KARATE	250.00	0	Regular
97011	05/16/13	LA TOIYA NASHAI BALL CARR	40.00	0	Regular
97012	05/16/13	LAKESIDE PLUMBING CO.	297.50	0	Regular
97013	05/16/13	LANGUAGE LINE SOLUTIONS	18.75	0	Regular
97014	05/16/13	LIDIA MARIA COLUNGA-FLORES	55.00	0	Regular
97015	05/16/13	LOPEZ CHILE, ARNULFO	55.00	0	Regular
97016	05/16/13	LUIS MEDINA	75.00	0	Regular
97017	05/16/13	M & S ELECTRIC	3,275.00	0	Regular
97018	05/16/13	MAILFINANCE	248.86	0	Regular
97019	05/16/13	MAINTENANCE OF HOUSTON, INC.	1,268.00	0	Regular
97020	05/16/13	MARILYN KOEHLER	150.00	0	Regular
97021	05/16/13	MELIZA ZAMORA	150.00	0	Regular
97022	05/16/13	MICHAEL HARRIS	1,450.00	0	Regular
97023	05/16/13	MIGUEL ENRIQUE HERNANDEZ	50.00	0	Regular
97024	05/16/13	MINUTE MAN PRESS OF HUMBLE	46.00	0	Regular
97025	05/16/13	MLN FIRE PROTECTION CO	1,300.00	0	Regular
97026	05/16/13	MONITRONICS	234.30	0	Regular
97027	05/16/13	NESTOR ADRIAN PEREZ-AJUCUM	40.00	0	Regular
97028	05/16/13	NET SALES DIRECT	358.80	0	Regular
97029	05/16/13	NOVITAS SOLUTIONS INC	470.77	0	Regular
97030	05/16/13	OFELIA SANTAMARIA DE YANEZ	40.00	0	Regular
97031	05/16/13	OFFICE DEPOT	159.99	0	Regular
97032	05/16/13	OFFICE SYSTEMS OF TEXAS	416.00	0	Regular
97033	05/16/13	OLSON & OLSON	4,641.58	0	Regular
97034	05/16/13	ONLINE PAYMENT SERVICES LLC	2,547.28	0	Regular
97035	05/16/13	PBTF	250.00	0	Regular
97036	05/16/13	PEDRO OXLAJ	20.00	0	Regular
97037	05/16/13	PETTY CASH	173.99	0	Regular
97038	05/16/13	PHYSIO-CONTROL, INC	984.78	0	Regular
97039	05/16/13	PLATINUM COFFEE SERVICE INC	1,607.20	0	Regular
97040	05/16/13	PLATINUM COPIER SOLUTIONS	381.64	0	Regular
97041	05/16/13	POOLSURE/MID-CO	191.05	0	Regular
97042	05/16/13	PRESSLER INC	250.00	0	Regular
97043	05/16/13	RAINBOW PEST CONTROL	262.00	0	Regular
97044	05/16/13	RAUL REYNA	1,200.00	0	Regular
97045	05/16/13	ROBERTA ANN GARCIA	450.00	0	Regular
97046	05/16/13	RON WARD	230.00	0	Regular
97047	05/16/13	RONAL EQUIPMENT	500.00	0	Regular
97048	05/16/13	ROSE CURRY	250.00	0	Regular
97049	05/16/13	ROSHARON LOPEZ	350.00	0	Regular
97050	05/16/13	ROSSONIAN CLEANERS	1,568.00	0	Regular
97051	05/16/13	RUBY ANN RODRIGUEZ	20.00	0	Regular
97052	05/16/13	SANDY CASILLAS	250.00	0	Regular
97053	05/16/13	SEAMLESS SOLUTIONS	239.00	0	Regular
97054	05/16/13	SEAMLESS SOLUTIONS, INC.	430.13	0	Regular
97055	05/16/13	SERGIO CORRALES	700.00	0	Regular

to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
97056	05/16/13	SHEPHERD ISD	250.00	0	Regular
97057	05/16/13	SHINER CLEANING INC	125.00	0	Regular
97058	05/16/13	SHREE RAMKAHIR SAMAJI	2,250.00	0	Regular
97059	05/16/13	SIMPLEXGRINNELL	41.17	0	Regular
97060	05/16/13	SIMPLEXGRINNELL	400.00	0	Regular
97061	05/16/13	SMITH MUNICIPAL SUPPLIES	1,093.77	0	Regular
97062	05/16/13	SPRINGFIELD COLLEGE	250.00	0	Regular
97063	05/16/13	STATE COMPTROLLER	221.51	0	Regular
97064	05/16/13	STW INC	12,250.00	0	Regular
97065	05/16/13	SUN BADGE CO	41.00	0	Regular
97066	05/16/13	SUN COAST RESOURCES INC	19,194.01	0	Regular
97067	05/16/13	T & C CONSTRUCTION, LTD	56,821.80	0	Regular
97068	05/16/13	TECHNIQUE DATA SYSTEMS	460.00	0	Regular
97069	05/16/13	TELEPHONICS UNLIMITED	233.70	0	Regular
97070	05/16/13	TEXAS CHILDREN'S HEALTH PLAN	249.90	0	Regular
97071	05/16/13	TEXAS MUNICIPAL LEAGUE	2,524.48	0	Regular
97072	05/16/13	THE POLICE & SHERIFFS PRESS	44.86	0	Regular
97073	05/16/13	THOMPSON REUTERS - WEST	5,874.00	0	Regular
97074	05/16/13	TOMASINA SAMPA	250.00	0	Regular
97075	05/16/13	TOUSHIE SHARMA GURDAT	21.00	0	Regular
97076	05/16/13	TRICO TOWER SERVICE INC	925.00	0	Regular
97077	05/16/13	TRIPLE D UNIFORM RENTAL	2,390.40	0	Regular
97078	05/16/13	TYCO INTEGRATED SECURITY LLC	2,106.22	0	Regular
97079	05/16/13	US HEALTH WORKS MEDICAL GROUP	325.00	0	Regular
97080	05/16/13	VALARA BENSON	100.00	0	Regular
97081	05/16/13	VERIZON WIRELESS	2,259.33	0	Regular
97082	05/16/13	VIMAL BHAKTA	500.00	0	Regular
97083	05/16/13	VOSS LIGHTING	4,410.28	0	Regular
97084	05/16/13	WAHLBERG-MCCREARY, INC	239.10	0	Regular
97085	05/16/13	WASTE MANAGEMENT	5,359.76	0	Regular
97086	05/16/13	WAUKESHA-PEARCE INDUSTRIES	11,996.57	0	Regular
97087	05/16/13	WILLIAM STEPHENS	20.00	0	Regular
97088	05/16/13	WILLIAM STEPHENS	20.00	0	Regular
97089	05/16/13	WIMBERLY AIR SOLUTIONS	9,327.88	0	Regular
97090	05/16/13	XEROX CORPORATION	220.29	0	Regular
97091	05/16/13	XEROX CORPORATION	82.74	0	Regular
97092	05/16/13	YESSENIA CABALLERO	100.00	0	Regular
97093	05/17/13	AMERICAN MESSAGING	407.24	0	Regular
Check totals:			533,429.56		
ACH totals:					
EFTPS totals:					
Wire transfer totals:					
GRAND TOTALS			533,429.56		

to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
		Cash Account: 01-1070-00-00			
97094	05/30/13	A-LINE AUTO PARTS #25	821.19	0	Regular
97095	05/30/13	ADRIANA BEDOLLA	20.00	0	Regular
97096	05/30/13	AJUCUM GERMAN	20.00	0	Regular
97097	05/30/13	ALABIT HERBERT-ARCOS	40.00	0	Regular
97098	05/30/13	ALLIED WASTE SERVICES #852	1,399.14	0	Regular
97099	05/30/13	AMERICAN EXPRESS	45.00	V	Regular
97100	05/30/13	AMERICAN FIDELITY	896.00	0	Regular
97101	05/30/13	AMERICAN FIDELITY ASSURANCE	95.16	0	Regular
97102	05/30/13	AMI E BAILEY	120.00	0	Regular
97103	05/30/13	APPLIED CONCEPTS, INC.	612.00	0	Regular
97104	05/30/13	AT&T MOBILITY	5,654.59	0	Regular
97105	05/30/13	BATES, PHIL	85.99	0	Regular
97106	05/30/13	BLACKMON, PAUL	50.11	0	Regular
97107	05/30/13	BOEKER'S HUMBLE ICE	210.00	0	Regular
97108	05/30/13	CARDENAS, ROSA	64.18	0	Regular
97109	05/30/13	CARLOS SALAS JR	125.00	0	Regular
97110	05/30/13	CASSIE STAGGS	152.50	0	Regular
97111	05/30/13	CENTURY 21 MELROSE & CO	67.99	0	Regular
97112	05/30/13	CHAMPIONSHIP PRINTING INC	785.67	0	Regular
97113	05/30/13	CHLORINATOR MAINTENANCE CONST	688.20	0	Regular
97114	05/30/13	CHRISTOPHER JACOBE SAUCILLO	40.00	0	Regular
97115	05/30/13	CIGNA HEALTHCARE	214,979.50	0	Regular
97116	05/30/13	CITY OF HUMBLE	50.00	0	Regular
97117	05/30/13	COLLINS, NATALIE	32.09	0	Regular
97118	05/30/13	COMCAST BUSINESS SERVICES	684.67	0	Regular
97119	05/30/13	CONCHA CRECENCIO SILVA	20.00	0	Regular
97120	05/30/13	CONESTOGA-ROVERS & ASSOC, INC	1,367.50	0	Regular
97121	05/30/13	CONROE WELDING SUPPLY	27.44	0	Regular
97122	05/30/13	CYNTHIA YOUNG	250.00	0	Regular
97123	05/30/13	DATA TEK BUSINESS FORMS	49.95	0	Regular
97124	05/30/13	DE LAGE LANDEN	302.70	0	Regular
97125	05/30/13	DEMBY, GERALDINE B	9.98	0	Regular
97126	05/30/13	DETANA, MICHAEL	88.48	0	Regular
97127	05/30/13	DEX ONE	53.00	0	Regular
97128	05/30/13	DRESS, STEPHEN	29.36	0	Regular
97129	05/30/13	DRESS, STEPHEN	67.93	0	Regular
97130	05/30/13	DUNCAN, CALE	37.33	0	Regular
97131	05/30/13	EASTEX ENVIRONMENTAL LAB, INC.	2,005.00	0	Regular
97132	05/30/13	EDISON ACOSTA HERNANDEZ	40.00	0	Regular
97133	05/30/13	ELECTRICAL FIELD SERVICES	3,524.33	0	Regular
97134	05/30/13	EMPIRE, INC.	195.62	0	Regular
97135	05/30/13	EVELYN PEEK	130.00	0	Regular
97136	05/30/13	FEDERICO DOMINGUEZ	15.00	0	Regular
97137	05/30/13	FEDEX	19.71	0	Regular
97138	05/30/13	FENCE OF CHAMPIONS	850.00	0	Regular
97139	05/30/13	FIELD ASSET SERVICES	31.57	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
97140	05/30/13	FIRESTONE	325.64	0	Regular
97141	05/30/13	FLEMING, BILLY L	3.53	0	Regular
97142	05/30/13	FRAZER LTD	154.14	0	Regular
97143	05/30/13	HARRIS COUNTY APPRAISAL DIST	5,151.00	0	Regular
97144	05/30/13	HARRIS-GALVESTON	15,254.00	0	Regular
97145	05/30/13	HCMCA	280.00	0	Regular
97146	05/30/13	HDR INC	57,450.00	0	Regular
97147	05/30/13	HECTOR ESCALANTE	985.00	0	Regular
97148	05/30/13	HIBU INC - WEST	53.50	0	Regular
97149	05/30/13	HUMBLE FIRE FIGHTER DUES	165.50	0	Regular
97150	05/30/13	HUMBLE ISD	583.08	0	Regular
97151	05/30/13	HUMBLE ISD PROM	250.00	0	Regular
97152	05/30/13	IVC DEERBROOK, LLC	49.10	0	Regular
97153	05/30/13	J.A. YOUR CLEANING SERVICE	3,531.64	0	Regular
97154	05/30/13	JEANETTE HAYNES	130.00	0	Regular
97155	05/30/13	JERRILYN CHRISTIAN	1,130.46	0	Regular
97156	05/30/13	JERRY KACHEL BUILDERS, INC	1,381.25	0	Regular
97157	05/30/13	JONATHAN A PEREIRA	400.00	0	Regular
97158	05/30/13	JUAN CARLOS CRISANTO-ARTEGA	20.00	0	Regular
97159	05/30/13	K&S SPORTSWEAR	1,499.08	0	Regular
97160	05/30/13	KARONIKA, MARION	91.47	0	Regular
97161	05/30/13	KATY HORNICK	100.00	0	Regular
97162	05/30/13	KATY LEE BROWN	300.00	0	Regular
97163	05/30/13	KRONBERG'S FLAGS AND FLAGPOLES	664.00	0	Regular
97164	05/30/13	LAKE HOUSTON AREA	300.00	0	Regular
97165	05/30/13	LAKESIDE PLUMBING CO.	425.00	0	Regular
97166	05/30/13	LILLIAN STREET	755.00	0	Regular
97167	05/30/13	M & S ELECTRIC	475.00	0	Regular
97168	05/30/13	MARSHBURN'S FLOORING AMERICA	2,011.35	0	Regular
97169	05/30/13	MARTIN HERNANDEZ-MARTINEZ	230.00	0	Regular
97170	05/30/13	MAY, JONATHAN	51.30	0	Regular
97171	05/30/13	MCDONALD'S	1,451.58	0	Regular
97172	05/30/13	MHHS NORTHEAST HOSPITAL	631.00	0	Regular
97173	05/30/13	MIKE SULLIVAN	367.14	0	Regular
97174	05/30/13	MIREYA CARDENAS	340.00	0	Regular
97175	05/30/13	MK PAINTING, INC	303,030.00	0	Regular
97176	05/30/13	MOHAMMAD JAVED ARSHAD	300.00	0	Regular
97177	05/30/13	MYERS TIRE SUPPLY	879.52	0	Regular
97178	05/30/13	NAPCO CHEMICAL CO INC	973.00	0	Regular
97179	05/30/13	NET SALES DIRECT	6,929.50	0	Regular
97180	05/30/13	OMAR TOVAR	20.00	0	Regular
97181	05/30/13	PEARSON CARPET CARE	142.80	0	Regular
97182	05/30/13	PETTY CASH	115.39	0	Regular
97183	05/30/13	PLANET FORD	163.83	0	Regular
97184	05/30/13	PLANT, KATHERINE	34.70	0	Regular
97185	05/30/13	POLANCO JULIANA ARANDA	40.00	0	Regular
97186	05/30/13	PORTER READY MIX	638.00	0	Regular

to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
97187	05/30/13	PRATHER, AMI	54.91	0	Regular
97188	05/30/13	PREMIER TREE SERVICE	1,000.00	0	Regular
97189	05/30/13	PRUITT, ALBERT	3.17	0	Regular
97190	05/30/13	RASAKI GBADAMOSI	260.00	0	Regular
97191	05/30/13	RAUL REYNA	550.00	0	Regular
97192	05/30/13	RED HAWK	222.25	0	Regular
97193	05/30/13	RICHEY, DAVID	70.49	0	Regular
97194	05/30/13	RJN GROUP	1,800.00	0	Regular
97195	05/30/13	SAM'S CLUB DIRECT	2,532.16	0	Regular
97196	05/30/13	SANDERS MARQUISE ANDERSON	12.00	0	Regular
97197	05/30/13	SERGIO CORRALES	420.00	0	Regular
97198	05/30/13	SHEILA A THORNTON	1,030.82	0	Regular
97199	05/30/13	SHERONDA PLUMBER	100.00	0	Regular
97200	05/30/13	SHINER CLEANING INC	95.00	0	Regular
97201	05/30/13	SMITH, BEVERLY	48.78	0	Regular
97202	05/30/13	SMITH, RODNEY	12.12	0	Regular
97203	05/30/13	STANDARD INSURANCE COMPANY	4,249.82	0	Regular
97204	05/30/13	TAMIKA RILEY	100.00	0	Regular
97205	05/30/13	TEXAS HEATWAVE SOCCER	100.00	0	Regular
97206	05/30/13	TOM ENGLISH	249.80	0	Regular
97207	05/30/13	TOMAS MALDONADO	40.00	0	Regular
97208	05/30/13	TRACY SHIPLEY	137.50	0	Regular
97209	05/30/13	TY-CLEANING SOLUTIONS	1,550.00	0	Regular
97210	05/30/13	TYCO INTEGRATED SECURITY LLC	225.93	0	Regular
97211	05/30/13	US HEALTH WORKS MEDICAL GROUP	315.00	0	Regular
97212	05/30/13	VERIZON WIRELESS	7.80	0	Regular
97213	05/30/13	VESTA HAMMONDS	960.37	0	Regular
97214	05/30/13	VICTORIA SUDDS	100.00	0	Regular
97215	05/30/13	VIPER PRODUCTS & SERVICES LLC	12,210.00	0	Regular
97216	05/30/13	WASEEM UL REHMAN	73.00	0	Regular
97217	05/30/13	WASTE MANAGEMENT	4,215.42	0	Regular
97218	05/30/13	WELLS FARGO FINANCIAL LEASING	315.00	0	Regular
97219	05/30/13	WESTCHESTER CORPORATION	1,000.00	0	Regular
97220	05/30/13	WIMBERLY AIR SOLUTIONS	753.20	0	Regular
97221	05/30/13	YP	110.00	0	Regular
97222	06/05/13	FENCE OF CHAMPIONS	8,710.00	0	Quick Check

Check totals:

690,699.92

ACH totals:

EFTPS totals:

Wire transfer totals:

GRAND TOTALS

690,699.92

Alexander, Joe	4/25/2013	4/26/2013	Hi-Way Equipment 001	Houston, TX	6.2
Alexander, Joe	4/25/2013	4/29/2013	Sign Mart Of Humble	Humble, TX	90
Alexander, Joe	4/15/2013	4/16/2013	Hi-Way Equipment 001	Houston, TX	187.85
Alexander, Joe	4/1/2013	4/2/2013	Oreilly Auto 00004192	Humble, TX	7.06
Alexander, Joe	4/1/2013	4/3/2013	Brookside Equipment Sa	Spring, TX	<u>27.91</u>
					<b>319.02</b>
Allbright, Garrett	4/26/2013	4/29/2013	The Home Depot 576	Humble, TX	<b>19.92</b>
Arnold, Mark	4/22/2013	4/24/2013	Sign Mart Of Humble	Humble, TX	<b>700</b>
Baucom, Billy	4/24/2013	4/26/2013	Teex 979 458 6903	College Stat, TX	-325
Baucom, Billy	4/3/2013	4/5/2013	Teex 979 458 6903	College Stat, TX	<u>325</u>
					<b>0</b>
Boeske, W	4/25/2013	4/29/2013	Saltgrass-Humble	Humble, TX	37.04
Boeske, W	4/19/2013	4/22/2013	Mister Car Wash #9 Qps	Humble, TX	13
Boeske, W	4/9/2013	4/11/2013	Guadalajara Mexican Gr	Houston, TX	<u>52.76</u>
					<b>102.8</b>
Brock, Barry	4/11/2013	4/15/2013	At&T K909 7322	Humble, TX	<b>44.8</b>
Burkeen, Perry	4/20/2013	4/22/2013	Wal-Mart #1837	Humble, TX	<b>52.66</b>
Burt, Jack	3/28/2013	4/1/2013	Astro Lock And Safe	Humble, TX	<b>60</b>
Cantu, Stephen	4/23/2013	4/24/2013	Ferrara Fire Apparatus	Holden, LA	4123.31
Cantu, Stephen	4/23/2013	4/24/2013	Ferrara Fire Apparatus	Holden, LA	<u>1479.76</u>
					<b>5603.07</b>
Caruthers, Dougan	3/28/2013	4/1/2013	Pcc 2179	Corpus Christ, TX	56.42
Caruthers, Dougan	3/28/2013	4/1/2013	Red Lobster Us00001636	Corpus Christ, TX	48.77
Caruthers, Dougan	3/28/2013	4/1/2013	Omni Corpus Christi	Corpus Christ, TX	376.05
Caruthers, Dougan	3/28/2013	4/1/2013	Omni Corpus Christi	Corpus Christ, TX	376.05
Caruthers, Dougan	3/28/2013	4/1/2013	Omni Corpus Christi	Corpus Christ, TX	112.7
Caruthers, Dougan	3/28/2013	4/1/2013	Omni Corpus Christi	Corpus Christ, TX	<u>112.7</u>
					<b>1082.69</b>
Chambers, Vera	4/26/2013	4/29/2013	Amazon Mktplace Pmts	Amzn.Com/Bill, WA	14.98
Chambers, Vera	4/18/2013	4/22/2013	Quill Corporation	08007898965, IL	324.03
Chambers, Vera	4/16/2013	4/17/2013	Kroger #367	Humble, TX	12
Chambers, Vera	4/16/2013	4/17/2013	Kroger #367	Humble, TX	12

Chambers, Vera	4/16/2013	4/17/2013	Kroger #367	Humble, TX	12
Chambers, Vera	4/16/2013	4/17/2013	Dropbox	08884468396, CA	13.98
Chambers, Vera	4/12/2013	4/15/2013	Publicdata.Com	800-839-7245, TX	75
Chambers, Vera	4/10/2013	4/10/2013	Comcast Of Houston	713-341-1000, TX	42.4
Chambers, Vera	4/9/2013	4/10/2013	Kroger #367	Humble, TX	54.9
Chambers, Vera	4/9/2013	4/10/2013	Office Depot #262	Humble, TX	<u>149.99</u>
					<b>711.28</b>
Coats, Carolyn	4/22/2013	4/23/2013	Kroger #388	Houston, TX	59.25
Coats, Carolyn	4/22/2013	4/24/2013	Big Lots Stores - #419	Humble, TX	61.7
Coats, Carolyn	4/18/2013	4/19/2013	Minuteman Press	Humble, TX	441.24
Coats, Carolyn	4/17/2013	4/18/2013	Office Depot #262	Humble, TX	164.21
Coats, Carolyn	4/15/2013	4/17/2013	Big Lots Stores - #419	Humble, TX	15.64
Coats, Carolyn	4/15/2013	4/17/2013	Party City 175	Humble, TX	<u>152.31</u>
					<b>894.35</b>
Coombs, Clint	4/12/2013	4/15/2013	Iws Gas Sply Of Tx Hum	Humble, TX	23.78
Coombs, Clint	4/2/2013	4/4/2013	The Home Depot 576	Humble, TX	12.42
Coombs, Clint	4/2/2013	4/4/2013	The Home Depot 576	Humble, TX	45.19
Coombs, Clint	4/2/2013	4/4/2013	The Home Depot 576	Humble, TX	-22.95
Coombs, Clint	4/1/2013	4/3/2013	The Home Depot 576	Humble, TX	72.22
Coombs, Clint	4/1/2013	4/3/2013	The Home Depot 576	Humble, TX	<u>3.26</u>
					<b>133.92</b>
Cuellar, Angel	4/22/2013	4/24/2013	M D N Enterprises	New Caney, TX	81.63
Cuellar, Angel	4/18/2013	4/22/2013	At&T K909 7322	Humble, TX	<u>24.5</u>
					<b>106.13</b>
Culp, Joseph	4/12/2013	4/15/2013	Astro Lock And Safe	Humble, TX	6
Culp, Joseph	3/30/2013	4/1/2013	Hampton Inn & Suites	Lewisville, TX	174.02
Culp, Joseph	3/29/2013	4/1/2013	Shell Oil 57542203609	Madisonville, TX	12.08
Culp, Joseph	3/29/2013	4/1/2013	Shell Oil 57542203609	Madisonville, TX	38.48
Culp, Joseph	3/29/2013	4/1/2013	Cafe Brazil Carrollton	Carrollton, TX	15.39
Culp, Joseph	3/28/2013	4/1/2013	Red Lobster Us00008821	Lewisville, TX	38.25
Culp, Joseph	3/28/2013	4/1/2013	Chili'S Grill 00000935	Carrollton, TX	<u>12.3</u>
					<b>296.52</b>
Daniel, Stella	4/24/2013	4/26/2013	Ampco Parking 1311 Pre	Houston, TX	8
Daniel, Stella	4/24/2013	4/26/2013	Party City 175	Humble, TX	77.16
Daniel, Stella	4/18/2013	4/19/2013	Ctyclk R Property	713-7556439, TX	90
Daniel, Stella	4/17/2013	4/19/2013	Ampco Parking 1311 Pre	Houston, TX	8
Daniel, Stella	4/4/2013	4/5/2013	Corel	Mountainview, CA	<u>249.99</u>
					<b>433.15</b>

Elliott, Sandra	4/25/2013	4/26/2013	Office Depot #2661	Humble, TX	19.78
Elliott, Sandra	4/24/2013	4/25/2013	Heb #498	Humble, TX	10.97
Elliott, Sandra	4/8/2013	4/10/2013	Lexisnexis Risk Man	08883328244, FL	52.15
Elliott, Sandra	4/2/2013	4/3/2013	Ds Waters Standard Cof	Mableton, GA	<u>64.52</u>
					<b>147.42</b>
Ferguson, Cliffton	4/7/2013	4/9/2013	Fairfield Inns Bryan	Bryan, TX	261.58
Ferguson, Cliffton	4/6/2013	4/8/2013	Chuy'S College Station	College Stati, TX	<u>29.19</u>
					<b>290.77</b>
Fillmore, Steve	4/25/2013	4/26/2013	Besco Electric Supply	Houston, TX	21.42
Fillmore, Steve	4/25/2013	4/26/2013	Besco Electric Supply	Houston, TX	390.39
Fillmore, Steve	4/11/2013	4/12/2013	Best Buy 00002550	Humble, TX	137.94
Fillmore, Steve	4/5/2013	4/8/2013	The Home Depot 576	Humble, TX	<u>189.93</u>
					<b>739.68</b>
Fleming, William	4/8/2013	4/9/2013	Oreilly Auto 00004192	Humble, TX	<b>14.38</b>
Flores, Teodulo	4/23/2013	4/25/2013	The Home Depot 576	Humble, TX	57.43
Flores, Teodulo	4/9/2013	4/11/2013	Ajs Small Engine Repai	Humble, TX	49.76
Flores, Teodulo	4/3/2013	4/5/2013	M D N Enterprises	New Caney, TX	<u>332</u>
					<b>439.19</b>
Flynt, Michael	4/15/2013	4/16/2013	Radioshack 00182758	Humble, TX	<b>29.98</b>
Folsom, Cindy	4/29/2013	4/30/2013	Elegant Beginnings, In	Humble, TX	<b>470</b>
Franks, Joe	4/28/2013	4/30/2013	The Home Depot 576	Humble, TX	3.97
Franks, Joe	4/22/2013	4/24/2013	Northern Tool Equip Tx	Houston, TX	79.99
Franks, Joe	4/22/2013	4/22/2013	Ww Grainger	877-2022594, PA	76.98
Franks, Joe	4/22/2013	4/24/2013	The Home Depot 576	Humble, TX	59.44
Franks, Joe	4/4/2013	4/5/2013	Office Depot #262	Humble, TX	<u>5.99</u>
					<b>226.37</b>
Ganyo, Mark	4/24/2013	4/26/2013	Bound Tree Medical Llc	Tel6147605227, OH	24.8
Ganyo, Mark	4/24/2013	4/26/2013	Bound Tree Medical Llc	Tel6147605227, OH	34.8
Ganyo, Mark	4/23/2013	4/25/2013	Bound Tree Medical Llc	Tel6147605227, OH	13.09
Ganyo, Mark	4/23/2013	4/25/2013	Bound Tree Medical Llc	Tel6147605227, OH	312.78
Ganyo, Mark	4/23/2013	4/25/2013	Bound Tree Medical Llc	Tel6147605227, OH	631.12
Ganyo, Mark	4/23/2013	4/25/2013	Bound Tree Medical Llc	Tel6147605227, OH	1194.43
Ganyo, Mark	4/17/2013	4/19/2013	Bound Tree Medical Llc	Tel6147605227, OH	231.96
Ganyo, Mark	4/15/2013	4/17/2013	Bound Tree Medical Llc	Tel6147605227, OH	1520.55
Ganyo, Mark	4/5/2013	4/8/2013	Bound Tree Medical Llc	Tel6147605227, OH	<u>1670.16</u>

5633.69

Gill, Patricia	4/26/2013	4/29/2013	Great Southwest Paper	713-2235050, TX	866.25
Gill, Patricia	4/18/2013	4/22/2013	Great Southwest Paper	713-2235050, TX	940.62
Gill, Patricia	4/9/2013	4/11/2013	Great Southwest Paper	713-2235050, TX	<u>1038.85</u>

**2845.72**

Gonzalez, Victor	3/28/2013	4/1/2013	Red Lobster Us00001636	Corpus Christ, TX	50.32
Gonzalez, Victor	3/28/2013	4/1/2013	Omni Corpus Christi	Corpus Christ, TX	376.05
Gonzalez, Victor	3/28/2013	4/1/2013	Omni Corpus Christi	Corpus Christ, TX	<u>112.7</u>

**539.07**

Green, Christine	4/16/2013	4/17/2013	Lennys Sub Shop 281	Humble, TX	179.85
Green, Christine	4/13/2013	4/15/2013	Kroger #318	Humble, TX	30
Green, Christine	4/5/2013	4/8/2013	Target 00023895	Atascocita, TX	<u>6.38</u>

**216.23**

Gunn, Kevin	4/24/2013	4/29/2013	M D N Enterprises	New Caney, TX	492.64
Gunn, Kevin	4/8/2013	4/10/2013	lws Gas Sply Of Tx Hum	Humble, TX	18
Gunn, Kevin	4/8/2013	4/10/2013	M D N Enterprises	New Caney, TX	110
Gunn, Kevin	4/2/2013	4/4/2013	Direct Grass Services	Humble, TX	<u>111.78</u>

**732.42**

Hogan, Betty	4/2/2013	4/3/2013	Italianos Restaurant	Humble, TX	300
Hogan, Betty	3/30/2013	4/1/2013	Tin Roof Bbq	Atascocita, TX	<u>2290</u>

**2590**

Hosler, Thomas	4/24/2013	4/25/2013	Oreilly Auto 00004192	Humble, TX	353.26
Hosler, Thomas	4/24/2013	4/25/2013	Ww Grainger	877-2022594, PA	22.88
Hosler, Thomas	4/18/2013	4/19/2013	Labs Industrial Hos	Houston, TX	562.06
Hosler, Thomas	4/17/2013	4/19/2013	Dirt Cheap Mulch Compa	Humble, TX	100
Hosler, Thomas	4/17/2013	4/19/2013	Alco Trailers Etc Inc	Humble, TX	119.08
Hosler, Thomas	4/17/2013	4/19/2013	Alco Trailers Etc Inc	Humble, TX	-9.08
Hosler, Thomas	4/16/2013	4/18/2013	Dirt Cheap Mulch Compa	Humble, TX	423.29
Hosler, Thomas	4/15/2013	4/16/2013	Oreilly Auto 00004192	Humble, TX	120.99
Hosler, Thomas	4/11/2013	4/15/2013	American Patriot Indus	Cypress, TX	461.72
Hosler, Thomas	4/5/2013	4/8/2013	The Home Depot 576	Humble, TX	107.01
Hosler, Thomas	3/28/2013	4/2/2013	Romayer Grocery	Cleveland, TX	<u>714.6</u>

**2975.81**

Johnson, Clinton	4/27/2013	4/29/2013	Donut Junction	Humble, TX	13.95
Johnson, Clinton	4/25/2013	4/26/2013	Oreilly Auto 00004192	Humble, TX	16.97
Johnson, Clinton	4/25/2013	4/29/2013	The Home Depot 576	Humble, TX	<u>97.34</u>

**128.26**

Kellar, Chancey	4/22/2013	4/23/2013	Glidden Professional #	Humble, TX	47.98
Kellar, Chancey	4/10/2013	4/11/2013	Small Engine Supply	Humble, TX	<u>74.97</u>
					<b>122.95</b>
Killion, Ryan	4/25/2013	4/26/2013	Wal-Mart #1837	Humble, TX	32.26
Killion, Ryan	4/25/2013	4/29/2013	Aztec Rental Center	Houston, TX	449.1
Killion, Ryan	4/23/2013	4/25/2013	Brookside Equipment Sa	Spring, TX	42.33
Killion, Ryan	4/22/2013	4/24/2013	Jenkins Hydraulic Inc	281-932-2842, TX	787.06
Killion, Ryan	4/22/2013	4/24/2013	Brookside Equipment Sa	Spring, TX	490.68
Killion, Ryan	4/15/2013	4/17/2013	Allied Power Mart Inc.	Splendora, TX	-146.99
Killion, Ryan	4/2/2013	4/4/2013	Allied Power Mart Inc.	Splendora, TX	<u>146.99</u>
					<b>1801.43</b>
Krause, Josh	4/16/2013	4/18/2013	Casa Del Pueblo Meat M	281-5482181, TX	45.5
Krause, Josh	4/16/2013	4/17/2013	Wal-Mart #1837	Humble, TX	<b>26.28</b>
Lee, Daniel	4/26/2013	4/29/2013	Cg Police Supply	Houston, TX	<b>146</b>
Legoudes, Melissa	4/18/2013	4/19/2013	Blinds Galore Com	858-6430050, CA	75.99
Legoudes, Melissa	4/17/2013	4/18/2013	Office Depot #262	Humble, TX	37.95
Legoudes, Melissa	4/17/2013	4/18/2013	Tlf Flowers By Lois	Houston, TX	68
Legoudes, Melissa	4/17/2013	4/19/2013	Nat Assn Town Watch	Wynnewood, PA	2437.75
Legoudes, Melissa	4/16/2013	4/16/2013	Broadview Security	800-445-0872, TX	84.93
Legoudes, Melissa	4/15/2013	4/16/2013	Ds Waters Standard Cof	Mableton, GA	33.09
Legoudes, Melissa	4/15/2013	4/16/2013	Ds Waters Standard Cof	Mableton, GA	42.1
Legoudes, Melissa	4/12/2013	4/15/2013	Target 00014571	Humble, TX	10
Legoudes, Melissa	4/3/2013	4/5/2013	Iacp	800-843-4227, VA	120
Legoudes, Melissa	4/2/2013	4/4/2013	Lexisnexis Risk Mgt	08883328244, FL	109.6
Legoudes, Melissa	3/30/2013	4/1/2013	Office Depot #345	Houston, TX	31.98
Legoudes, Melissa	3/28/2013	4/4/2013	Bob Barker Company Inc	800-2358586, NC	<u>94.06</u>
					<b>3145.45</b>
Legoudes, Michael	4/25/2013	4/29/2013	Robbins Chevrolet	Humble, TX	67.11
Legoudes, Michael	4/23/2013	4/24/2013	Texas Travel Plaza 1	Humble, TX	10
Legoudes, Michael	4/17/2013	4/18/2013	Office Depot #262	Humble, TX	27.57
Legoudes, Michael	4/16/2013	4/17/2013	Lone Star Uniforms	Houston, TX	155.97
Legoudes, Michael	4/3/2013	4/5/2013	Lind Electronics	Minneapolis, MN	<u>69.8</u>
					<b>330.45</b>
Lemoine, Larry	4/11/2013	4/15/2013	The Home Depot 576	Humble, TX	<b>34.91</b>

Love, Kenneth	4/10/2013	4/11/2013	ShIPLEY Donuts Qps	Humble, TX	<b>12.98</b>
Martin, Ernest	4/26/2013	4/29/2013	Lone Star Uniforms	Houston, TX	264.75
Martin, Ernest	4/26/2013	4/29/2013	Lone Star Uniforms	Houston, TX	448.5
Martin, Ernest	4/26/2013	4/29/2013	Mcc Elite Auto Paintin	Humble, TX	2102.43
Martin, Ernest	4/25/2013	4/26/2013	Lone Star Uniforms	Houston, TX	34.75
Martin, Ernest	4/23/2013	4/24/2013	Mcc Elite Auto Paintin	Humble, TX	955.24
Martin, Ernest	4/22/2013	4/23/2013	Lone Star Uniforms	Houston, TX	730.95
Martin, Ernest	4/22/2013	4/23/2013	Lone Star Uniforms	Houston, TX	166.75
Martin, Ernest	4/22/2013	4/23/2013	Lone Star Uniforms	Houston, TX	20
Martin, Ernest	4/18/2013	4/22/2013	Central Police Supply	Houston, TX	18.95
Martin, Ernest	4/15/2013	4/16/2013	Mcc Elite Auto Paintin	Humble, TX	444.43
Martin, Ernest	4/11/2013	4/12/2013	Lone Star Uniforms	Houston, TX	209.85
Martin, Ernest	4/8/2013	4/9/2013	Lone Star Uniforms	Houston, TX	59.95
Martin, Ernest	4/8/2013	4/9/2013	Lone Star Uniforms	Houston, TX	317.7
Martin, Ernest	4/8/2013	4/9/2013	Lone Star Uniforms	Houston, TX	31.95
Martin, Ernest	4/8/2013	4/9/2013	Lone Star Uniforms	Houston, TX	59.95
Martin, Ernest	4/8/2013	4/9/2013	Mcc Elite Auto Paintin	Humble, TX	640
Martin, Ernest	4/4/2013	4/5/2013	Wal-Mart #1837	Humble, TX	38.05
Martin, Ernest	4/4/2013	4/8/2013	Fleet Safety Equipment	Memphis, TN	129
Martin, Ernest	4/3/2013	4/4/2013	Lone Star Uniforms	Houston, TX	31.95
Martin, Ernest	4/1/2013	4/2/2013	Mcc Elite Auto Paintin	Humble, TX	415.5
Martin, Ernest	3/28/2013	4/1/2013	Young S One Stop	Humble, TX	<u>225</u>
					<b>7345.65</b>
Martin, Mark	4/23/2013	4/25/2013	Sign Mart Of Humble	Humble, TX	1193.45
Martin, Mark	4/23/2013	4/25/2013	Sign Mart Of Humble	Humble, TX	90
Martin, Mark	4/12/2013	4/15/2013	Mirror Gallery	Houston, TX	1123.85
Martin, Mark	4/10/2013	4/11/2013	Aaa Awning Co Inc	Houston, TX	825
Martin, Mark	4/10/2013	4/12/2013	Observint Technologies	800-3359777, TX	261.93
Martin, Mark	4/9/2013	4/11/2013	Astro Lock And Safe	Humble, TX	<u>39.95</u>
					<b>3534.18</b>
Martinez, Fidel	4/23/2013	4/24/2013	Wal-Mart #1837	Humble, TX	<b>42.79</b>
May, Brian	4/26/2013	4/29/2013	Jason'S Deli # 045 Q64	Humble, TX	96.08
May, Brian	4/25/2013	4/29/2013	Cvspharmacy #6761 Q03	Humble, TX	9.49
May, Brian	4/25/2013	4/29/2013	The Home Depot 576	Humble, TX	<u>120.47</u>
					<b>226.04</b>
Mccaa, George	4/25/2013	4/29/2013	The Home Depot 576	Humble, TX	31.97
Mccaa, George	4/24/2013	4/26/2013	The Home Depot 576	Humble, TX	48.68
Mccaa, George	4/24/2013	4/26/2013	The Home Depot 576	Humble, TX	95.91
Mccaa, George	4/23/2013	4/24/2013	Elliott Electric Suppl	Nacogdoches, TX	41.5

Mccaa, George	4/23/2013	4/25/2013	The Home Depot 576	Humble, TX	12.19
Mccaa, George	4/19/2013	4/22/2013	The Home Depot 576	Humble, TX	63.98
Mccaa, George	4/18/2013	4/22/2013	The Home Depot 576	Humble, TX	55.9
Mccaa, George	4/18/2013	4/22/2013	The Home Depot 576	Humble, TX	29.98
Mccaa, George	4/12/2013	4/15/2013	Rugby lpd #39	Houston, TX	188
Mccaa, George	4/11/2013	4/15/2013	The Home Depot 576	Humble, TX	28.35
Mccaa, George	4/11/2013	4/15/2013	The Home Depot 576	Humble, TX	45.97
Mccaa, George	4/10/2013	4/12/2013	The Home Depot 576	Humble, TX	97.84
Mccaa, George	4/9/2013	4/10/2013	Elliott Electric Suppl	Nacogdoches, TX	87
Mccaa, George	4/9/2013	4/11/2013	The Home Depot 576	Humble, TX	27.45
Mccaa, George	4/8/2013	4/10/2013	The Home Depot 576	Humble, TX	16.53
Mccaa, George	4/5/2013	4/8/2013	The Home Depot 576	Humble, TX	75.91
Mccaa, George	4/5/2013	4/8/2013	The Home Depot 576	Humble, TX	17.82
Mccaa, George	4/5/2013	4/8/2013	The Home Depot 576	Humble, TX	49.21
Mccaa, George	4/4/2013	4/8/2013	The Home Depot 576	Humble, TX	49.92
Mccaa, George	4/3/2013	4/5/2013	The Home Depot 576	Humble, TX	26.37
Mccaa, George	4/2/2013	4/4/2013	The Home Depot 576	Humble, TX	42.26
Mccaa, George	4/1/2013	4/3/2013	The Home Depot 576	Humble, TX	<u>42.13</u>

**1174.87**

Meadows, Gordon	4/18/2013	4/19/2013	Academy Sports #21	Humble, TX	194.98
Meadows, Gordon	4/17/2013	4/18/2013	Moore Supply Company	Humble, TX	56.54
Meadows, Gordon	4/16/2013	4/17/2013	Office Depot #262	Humble, TX	8.99
Meadows, Gordon	4/15/2013	4/16/2013	Hd Supply Waterworks 1	Houston, TX	289.3
Meadows, Gordon	4/15/2013	4/16/2013	Hd Supply Waterworks 1	Houston, TX	306.2
Meadows, Gordon	4/15/2013	4/17/2013	Quality Hydrant Compan	Vidor, TX	121
Meadows, Gordon	4/10/2013	4/12/2013	M D N Enterprises	New Caney, TX	551.95
Meadows, Gordon	4/4/2013	4/8/2013	M D N Enterprises	New Caney, TX	1196.9
Meadows, Gordon	4/3/2013	4/5/2013	M D N Enterprises	New Caney, TX	<u>19.5</u>

**2745.36**

Michaud, Paula	4/26/2013	4/29/2013	003 Centurylink My Acc	877-290-5458, LA	3854.78
Michaud, Paula	4/26/2013	4/29/2013	003 Centurylink My Acc	877-290-5458, LA	114.44
Michaud, Paula	4/25/2013	4/26/2013	003 Centurylink My Acc	877-290-5458, LA	1252.86
Michaud, Paula	4/23/2013	4/24/2013	004 Centurylink lvr	877-290-5458, LA	937.7
Michaud, Paula	4/16/2013	4/17/2013	003 Centurylink My Acc	877-290-5458, LA	407.51
Michaud, Paula	4/16/2013	4/17/2013	003 Centurylink My Acc	877-290-5458, LA	128.78
Michaud, Paula	4/9/2013	4/10/2013	004 Centurylink lvr	877-290-5458, LA	2
Michaud, Paula	4/8/2013	4/9/2013	003 Centurylink My Acc	877-290-5458, LA	124.09
Michaud, Paula	4/8/2013	4/9/2013	003 Centurylink My Acc	877-290-5458, LA	433.3
Michaud, Paula	4/8/2013	4/9/2013	003 Centurylink My Acc	877-290-5458, LA	6.05
Michaud, Paula	4/8/2013	4/10/2013	004 Centurylink lvr	877-290-5458, LA	1406.99
Michaud, Paula	4/3/2013	4/4/2013	004 Centurylink lvr	877-290-5458, LA	186.43
Michaud, Paula	4/2/2013	4/3/2013	003 Centurylink My Acc	877-290-5458, LA	<u>118.63</u>

8973.56

Mittag, Jeremy	4/26/2013	4/29/2013	The Home Depot 576	Humble, TX	49.94
Mittag, Jeremy	4/24/2013	4/26/2013	The Home Depot 576	Humble, TX	18.72
Mittag, Jeremy	4/18/2013	4/19/2013	Oreilly Auto 00004192	Humble, TX	3.99
Mittag, Jeremy	4/18/2013	4/19/2013	Office Depot #262	Humble, TX	10.49
Mittag, Jeremy	4/17/2013	4/19/2013	The Home Depot 576	Humble, TX	12.81
Mittag, Jeremy	4/15/2013	4/17/2013	The Home Depot 576	Humble, TX	18.88
Mittag, Jeremy	4/12/2013	4/15/2013	The Home Depot 576	Humble, TX	109.73
Mittag, Jeremy	4/12/2013	4/15/2013	The Home Depot 576	Humble, TX	187.13
Mittag, Jeremy	4/12/2013	4/15/2013	The Home Depot 576	Humble, TX	-79.62
Mittag, Jeremy	4/11/2013	4/15/2013	The Home Depot 576	Humble, TX	68.73
Mittag, Jeremy	4/9/2013	4/11/2013	The Home Depot 576	Humble, TX	109.85
Mittag, Jeremy	4/8/2013	4/10/2013	The Home Depot 576	Humble, TX	14.97
Mittag, Jeremy	4/5/2013	4/8/2013	The Home Depot 576	Humble, TX	251.27
Mittag, Jeremy	4/4/2013	4/5/2013	Office Depot #262	Humble, TX	53.98
Mittag, Jeremy	4/4/2013	4/8/2013	The Home Depot 576	Humble, TX	6.94
Mittag, Jeremy	4/3/2013	4/5/2013	The Home Depot 576	Humble, TX	184.17
Mittag, Jeremy	4/2/2013	4/4/2013	The Home Depot 576	Humble, TX	112.97
Mittag, Jeremy	4/2/2013	4/4/2013	The Home Depot 576	Humble, TX	19.97
Mittag, Jeremy	4/2/2013	4/4/2013	The Home Depot 576	Humble, TX	23.47
Mittag, Jeremy	4/1/2013	4/3/2013	The Home Depot 576	Humble, TX	44.41
Mittag, Jeremy	4/1/2013	4/3/2013	The Home Depot 576	Humble, TX	<u>12.24</u>

**1235.04**

Moreno, Edis	4/4/2013	4/5/2013	Wal-Mart #1837	Humble, TX	37.02
Moreno, Edis	3/28/2013	4/1/2013	The Home Depot 576	Humble, TX	<u>37.02</u>

**74.04**

Neeley, William	4/24/2013	4/25/2013	Clicks Tire Service In	281-3545269, TX	70
Neeley, William	4/22/2013	4/24/2013	Ram Products Ltd	Grand Prairie, TX	45.93
Neeley, William	4/17/2013	4/19/2013	Ram Products Ltd	Grand Prairie, TX	270.6
Neeley, William	4/11/2013	4/12/2013	Batteries Plus #42	Conroe, TX	84.75
Neeley, William	4/10/2013	4/12/2013	Humble Towing Suc	Humble, TX	120.5
Neeley, William	4/10/2013	4/12/2013	Astro Lock And Safe	Humble, TX	-94.84
Neeley, William	4/10/2013	4/12/2013	Ram Products Ltd	Grand Prairie, TX	272.06
Neeley, William	4/3/2013	4/5/2013	Astro Lock And Safe	Humble, TX	102.84
Neeley, William	4/3/2013	4/4/2013	Small Engine Supply	Humble, TX	4.27
Neeley, William	4/2/2013	4/4/2013	Beasley Tire Service-K	Kingwood, TX	<u>70</u>

**946.11**

Niemeyer, Eugene	4/22/2013	4/23/2013	Mes Municipal Emerg	2033044112, CT	84.79
Niemeyer, Eugene	4/11/2013	4/12/2013	Office Depot #262	Humble, TX	141.95
Niemeyer, Eugene	4/11/2013	4/12/2013	Small Engine Supply	Humble, TX	169.99

Niemeyer, Eugene	3/29/2013	4/1/2013	A 1 Supply Co	910-3233871, NC	<u>652</u>
					<b>1048.73</b>
Nykaza, James	4/10/2013	4/12/2013	Autozone #1472	Humble, TX	<b>69.98</b>
Ortiz, Raul	4/19/2013	4/22/2013	Astro Lock And Safe	Humble, TX	35
Ortiz, Raul	4/8/2013	4/10/2013	Star Cleaners	Humble, TX	<u>194.61</u>
					<b>229.61</b>
Outlaw, Gary	4/17/2013	4/18/2013	Minuteman Press	Humble, TX	259.74
Outlaw, Gary	4/9/2013	4/10/2013	Fire Protection Pub	Stillwater, OK	<u>1401.79</u>
					<b>1661.53</b>
Outlaw, Martha	4/25/2013	4/26/2013	Eb Administrators Inf	8003508850, CA	85
Outlaw, Martha	4/25/2013	4/26/2013	Eb Basic Designated I	8003508850, CA	<u>170</u>
					<b>255</b>
Ower, Teresa	4/26/2013	4/29/2013	Amsterdam Prnt & Litho	800-842-6006, NY	<b>72.15</b>
Pearson, Ray	4/24/2013	4/26/2013	Saltgrass-Humble	Humble, TX	<b>91.61</b>
Pederson, Devin	4/7/2013	4/9/2013	Bjs Restaurants 513	College Stati, TX	30.68
Pederson, Devin	4/5/2013	4/8/2013	Chicken Oil Co.	Bryan, TX	<u>21.59</u>
					<b>52.27</b>
Peters, Richard	4/29/2013	4/30/2013	ShIPLEY Donuts Q48	Kingwood, TX	12.98
Peters, Richard	4/27/2013	4/29/2013	Office Depot #262	Humble, TX	157.97
Peters, Richard	4/26/2013	4/29/2013	Office Depot #262	Humble, TX	15.99
Peters, Richard	4/16/2013	4/17/2013	ShIPLEY Donuts Qps	Humble, TX	12.98
Peters, Richard	4/8/2013	4/10/2013	Sportsmans Outlet	Humble, TX	630
Peters, Richard	4/8/2013	4/10/2013	The Home Depot 576	Humble, TX	<u>6.47</u>
					<b>836.39</b>
Phillips, Aimee	4/25/2013	4/29/2013	Adobe Systems, Inc.	800-833-6687, WA	215.42
Phillips, Aimee	4/19/2013	4/22/2013	Office Max	Humble, TX	59.99
Phillips, Aimee	4/18/2013	4/19/2013	Radioshack 00182220	Houston, TX	43.99
Phillips, Aimee	4/18/2013	4/19/2013	Office Max	Houston, TX	149.98
Phillips, Aimee	4/12/2013	4/15/2013	Clkbank Com_2bgkfh7e	800-390-6035, ID	<u>14.95</u>
					<b>484.33</b>
Poindexter, Gary	4/16/2013	4/18/2013	The Home Depot 576	Humble, TX	<b>39.94</b>
Price, Charissa	4/29/2013	4/30/2013	Tx Apco/Tx Nena Joint	08178201180, TX	220
Price, Charissa	4/26/2013	4/29/2013	Headset Experts	713-7801157, TX	<u>446.95</u>

					<b>666.95</b>
Rhodes, Victoria	4/23/2013	4/24/2013	Office Depot #1127	800-463-3768, TX	52.73
Rhodes, Victoria	4/12/2013	4/15/2013	Office Depot #1127	800-463-3768, TX	68.69
Rhodes, Victoria	4/9/2013	4/10/2013	Office Depot #1127	800-463-3768, TX	98.98
Rhodes, Victoria	4/4/2013	4/8/2013	Petroleum Solutions In	Mcallen, TX	<u>231.75</u>
					<b>452.15</b>
Richard, Dale	4/25/2013	4/26/2013	Hd Supply Waterworks 1	Houston, TX	1171.93
Richard, Dale	4/24/2013	4/25/2013	Chemical Universeinc.	North Kansas, MO	218.27
Richard, Dale	4/23/2013	4/23/2013	Nsc Northern Safety Co	800-631-1246, NY	29.2
Richard, Dale	4/23/2013	4/23/2013	Nsc Northern Safety Co	800-631-1246, NY	359.32
Richard, Dale	4/17/2013	4/18/2013	Oreilly Auto 00004192	Humble, TX	70.14
Richard, Dale	4/16/2013	4/18/2013	Hach Company	Loveland, CO	313.58
Richard, Dale	4/9/2013	4/11/2013	The Home Depot 576	Humble, TX	32.97
Richard, Dale	4/8/2013	4/9/2013	Hydraflo Inc	4098383624, TX	<u>202</u>
					<b>2397.41</b>
Rodriguez, Jose	4/19/2013	4/22/2013	Shell Oil 57543432801	Humble, TX	15.35
Rodriguez, Jose	4/15/2013	4/17/2013	Shell Oil 57543432801	Humble, TX	30.63
Rodriguez, Jose	3/28/2013	4/1/2013	Shell Oil 57543432801	Humble, TX	<u>28</u>
					<b>73.98</b>
Scott, Randy	4/15/2013	4/17/2013	Vitalpet 1	Humble, TX	30
Scott, Randy	4/10/2013	4/12/2013	Vitalpet 1	Humble, TX	15
Scott, Randy	4/8/2013	4/9/2013	Petco 479 63504799	Humble, TX	12.98
Scott, Randy	4/5/2013	4/9/2013	Vitalpet 1	Humble, TX	<u>30</u>
					<b>87.98</b>
Simon, Melissa	3/30/2013	4/1/2013	Hampton Inn & Suites	Lewisville, TX	174.02
Simon, Melissa	3/29/2013	4/1/2013	Cafe Brazil Carrollton	Carrollton, TX	20.06
Simon, Melissa	3/28/2013	4/1/2013	Chili'S Grill 00000935	Carrollton, TX	<u>14.14</u>
					<b>208.22</b>
Staggs, Clint	4/29/2013	4/30/2013	Fort Bend Services In	Stafford, TX	1478
Staggs, Clint	4/19/2013	4/22/2013	Fort Bend Services In	Stafford, TX	1478
Staggs, Clint	4/17/2013	4/19/2013	The Home Depot 576	Humble, TX	119.62
Staggs, Clint	4/10/2013	4/12/2013	The Home Depot 576	Humble, TX	-24.97
Staggs, Clint	4/10/2013	4/12/2013	The Home Depot 576	Humble, TX	57.71
Staggs, Clint	4/10/2013	4/12/2013	The Home Depot 576	Humble, TX	35.88
Staggs, Clint	4/3/2013	4/4/2013	Office Max	Humble, TX	279.96
Staggs, Clint	4/2/2013	4/4/2013	The Home Depot 576	Humble, TX	<u>1.57</u>
					<b>3425.77</b>

Stephens, Philisa	4/29/2013	4/29/2013	Cdw Government	800-750-4239, IL	152.57
Stephens, Philisa	4/25/2013	4/25/2013	Cdw Government	800-750-4239, IL	1412.22
Stephens, Philisa	4/24/2013	4/24/2013	Dmi Dell K-12/Govt	800-981-3355, TX	2321.85
Stephens, Philisa	4/24/2013	4/24/2013	Dmi Dell K-12/Govt	800-981-3355, TX	309.58
Stephens, Philisa	4/18/2013	4/18/2013	Cdw Government	800-750-4239, IL	363.8
Stephens, Philisa	4/16/2013	4/16/2013	Cdw Government	800-750-4239, IL	152.57
Stephens, Philisa	4/8/2013	4/8/2013	Dmi Dell Corp Bus	800-695-8133, TX	857.17
Stephens, Philisa	4/5/2013	4/8/2013	Tustin Security	Rancho Cucamo, CA	22.49
Stephens, Philisa	4/3/2013	4/3/2013	Dmi Dell K-12/Govt	800-981-3355, TX	1084.25
Stephens, Philisa	4/3/2013	4/3/2013	Dmi Dell K-12/Govt	800-981-3355, TX	1693.34
Stephens, Philisa	4/2/2013	4/2/2013	Cdw Government	800-750-4239, IL	161.22
Stephens, Philisa	4/1/2013	4/2/2013	Markertek Video Supply	Saugerties, NY	<u>115.4</u>
					<b>8646.46</b>

Sutton, Tyson	4/12/2013	4/15/2013	Berry Creek Food Sto	Georgetown, TX	45.52
Sutton, Tyson	4/11/2013	4/12/2013	Exxonmobil 46947255	Manor, TX	47.16
Sutton, Tyson	4/10/2013	4/12/2013	Chick-Fil-A #01719	Georgetown, TX	10.11
Sutton, Tyson	4/10/2013	4/12/2013	Shell Oil 57544688906	Georgetown, TX	50
Sutton, Tyson	4/10/2013	4/15/2013	Bbs Home Cooking Resta	Georgetown, TX	11.69
Sutton, Tyson	4/9/2013	4/11/2013	Berry Creek Food Sto	Georgetown, TX	40.99
Sutton, Tyson	4/9/2013	4/11/2013	Chevron 0206821 Q61	Georgetown, TX	7.57
Sutton, Tyson	4/9/2013	4/10/2013	Manor Cafe 290	Manor, TX	19.3
Sutton, Tyson	4/8/2013	4/10/2013	Berry Creek Food Sto	Georgetown, TX	42.09
Sutton, Tyson	4/8/2013	4/10/2013	Texaco 0305058	Austin, TX	50.18
Sutton, Tyson	4/8/2013	4/9/2013	Donns Barbecue	Austin, TX	11.01
Sutton, Tyson	4/7/2013	4/9/2013	Shell Oil 57544688906	Georgetown, TX	42.63
Sutton, Tyson	3/29/2013	4/1/2013	Petco 463 63504633	The Woodlands, TX	<u>63.98</u>
					<b>442.23</b>

Taska, Allison	3/29/2013	4/1/2013	Houston Chronicle Circ	07133627171, TX	<b>299.01</b>
Terry, Jack	4/2/2013	4/4/2013	The Home Depot 576	Humble, TX	<b>96.7</b>
Tullos, Bradley	4/2/2013	4/4/2013	Vitalpet 1	Humble, TX	<b>15</b>
Vera, Donnelly	3/30/2013	4/1/2013	Kroger #388	Houston, TX	10.94
Vera, Donnelly	3/30/2013	4/1/2013	Shiplely Donuts Qps	Porter, TX	28.73
Vera, Donnelly	3/28/2013	4/1/2013	Saltgrass-Humble	Humble, TX	100
Vera, Donnelly	3/28/2013	4/1/2013	The Home Depot 576	Humble, TX	<u>50</u>
					<b>189.67</b>

Villa, Joel	4/22/2013	4/23/2013	Oreilly Auto 00004192	Humble, TX	23.16
Villa, Joel	4/22/2013	4/23/2013	Sherwin Williams #7319	Humble, TX	679.8
Villa, Joel	4/22/2013	4/23/2013	Sherwin Williams #7319	Humble, TX	509.85

Villa, Joel	4/22/2013	4/24/2013	The Home Depot 576	Humble, TX	11.86
Villa, Joel	4/16/2013	4/17/2013	Oreilly Auto 00004192	Humble, TX	23.16
Villa, Joel	4/16/2013	4/17/2013	Sherwin Williams #7319	Humble, TX	802.2
Villa, Joel	4/12/2013	4/15/2013	Glidden Professional #	Humble, TX	60.67
Villa, Joel	4/9/2013	4/10/2013	Glidden Professional #	Humble, TX	16.26
Villa, Joel	4/9/2013	4/10/2013	Sherwin Williams #7319	Humble, TX	1074.05
Villa, Joel	4/9/2013	4/10/2013	Small Engine Supply	Humble, TX	49.98
Villa, Joel	4/5/2013	4/8/2013	Wal-Mart #1837	Humble, TX	<u>96.78</u>
					<b>3347.77</b>
Wagers, Timothy	4/2/2013	4/3/2013	Oreilly Auto 00004192	Humble, TX	<b>8.98</b>
Waldroup, Cynthia	4/23/2013	4/24/2013	Office Depot #1127	800-463-3768, TX	32.87
Waldroup, Cynthia	4/19/2013	4/22/2013	Office Depot #1127	800-463-3768, TX	198.45
Waldroup, Cynthia	4/19/2013	4/22/2013	Office Depot #1079	800-463-3768, TX	10.5
Waldroup, Cynthia	4/19/2013	4/22/2013	Office Depot #1090	800-463-3768, MA	<u>36.44</u>
					<b>278.26</b>
Walker, Brandy	4/26/2013	4/29/2013	Office Depot #262	Humble, TX	115.03
Walker, Brandy	4/11/2013	4/12/2013	Ds Waters Standard Cof	Mableton, GA	<u>15.69</u>
					<b>130.72</b>
Warman, Gary	4/24/2013	4/26/2013	Saltgrass-Humble	Humble, TX	<b>169.49</b>
Williams, Stacy	4/23/2013	4/24/2013	Gulf Packaging	281-8526700, TX	<b>621.6</b>
Wisembaker, Jeffrey	4/2/2013	4/4/2013	The Home Depot 576	Humble, TX	79
Wisembaker, Jeffrey	4/1/2013	4/3/2013	The Home Depot 576	Humble, TX	26.45
Wisembaker, Jeffrey	4/1/2013	4/3/2013	The Home Depot 6523	Porter, TX	<u>61.06</u>
					<b>166.51</b>
Wrobliske, Edward	4/29/2013	4/30/2013	Salsbury Industries	323-846-6700, CA	1050.19
Wrobliske, Edward	4/15/2013	4/16/2013	Best Buy 00002550	Humble, TX	849.96
Wrobliske, Edward	4/10/2013	4/12/2013	The Home Depot 576	Humble, TX	110.85
Wrobliske, Edward	3/28/2013	4/1/2013	Valero 128	Driscoll, TX	82
Wrobliske, Edward	3/28/2013	4/1/2013	Lndy'S-Crps Christi	Corpus Christ, TX	<u>47.6</u>
					<b>2,140.60</b>

**COUNCIL MEETING**

**06-13-2013**

**AGENDA ITEM #6**

**PROPOSAL FROM VERNON MASONRY,  
INC. FOR INSTALLATION OF DECORATIVE  
STONE IN WINDOWS ON NORTH SIDE OF  
CHARLES BENDER HIGH SCHOOL**

**Vernon Masonry, Inc.****P. O. Box 878****Humble, Texas 77347****Ph 281-441-1934 Fx 281-441-2044****BID PROPOSAL**

To: **City Of Humble**  
**114 West Higgins**  
**Humble, Texas**  
**Ph 281-446-3061**

Attn.: **Mark Martin**  
**mmartin@cityofhumble.net**

Re: **Charles Bender High School**  
**Humble, Texas**

We are submitting the following proposal for the above referenced project. We propose to furnish all required labor, materials, tools, equipment, supervision, insurance and applicable taxes for a complete installation of the following sections of work:

<b>Description of Work:</b>	<b>Bid Amount</b>
Remove existing temporary window enclosures.	<b>\$38,300</b>
Clean and paint exposed portion of existing steel lintels with rustoleum primer.	
Fill in existing window openings at North Elevation of building with new masonry work.	
Provide plaster finish on inside face of CMU +/- 3/8" thick.	
Provide dampproofing and flashing at new masonry work.	
Provide caulking at exterior face of jambs and heads of new masonry work.	
Mockup panel of proposed construction if required.	
Mortar and caulking colors as approved by owner.	

<b>Notes:</b>	Approximate Duration	15	Working Days (Mon. thru Fri.)
	Price Guarantee	30	Calendar Days

We specifically include the following qualifications to this proposal:

- \* Power supply lines must be insulated or shut down if required for safety during construction.
- \* Lead time for materials is 6 to 8 weeks.
- \* Use of water and power at existing building.
- \* Use of parking area directly to the East of work area for staging.

We specifically exclude the following items of work from this proposal:

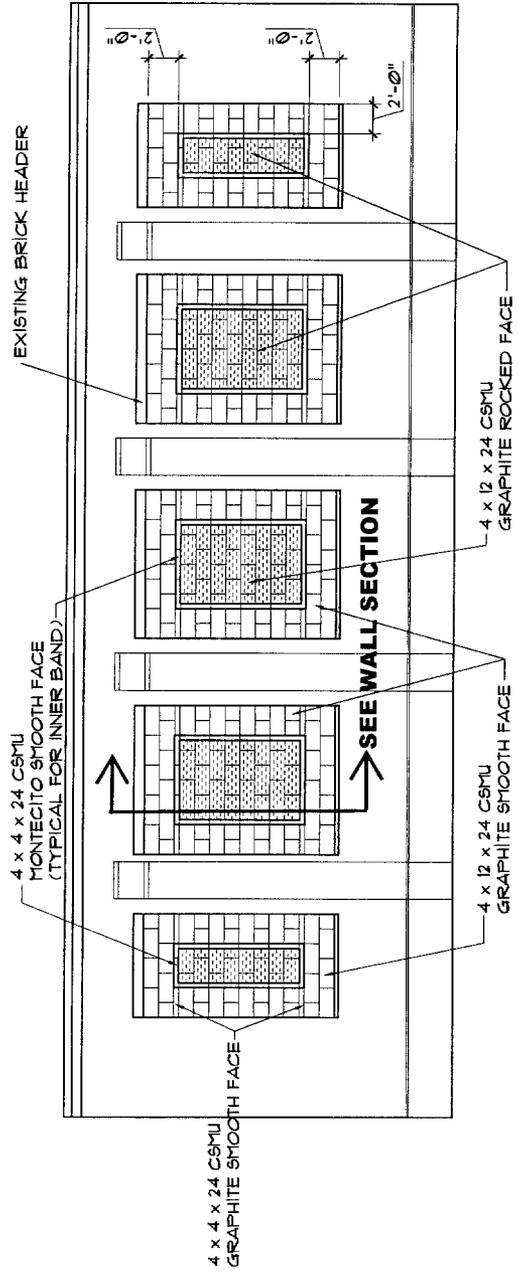
- \* sales tax
- \* building permits or fees
- \* mechanical, electrical, plumbing or landscape work
- \* asbestos removal or abatement

This proposal is based on the following documents:

- \* See attached drawing and wall section.

Vernon Masonry, Inc. reserves the right to negotiate contract terms and conditions.

Ron Oller

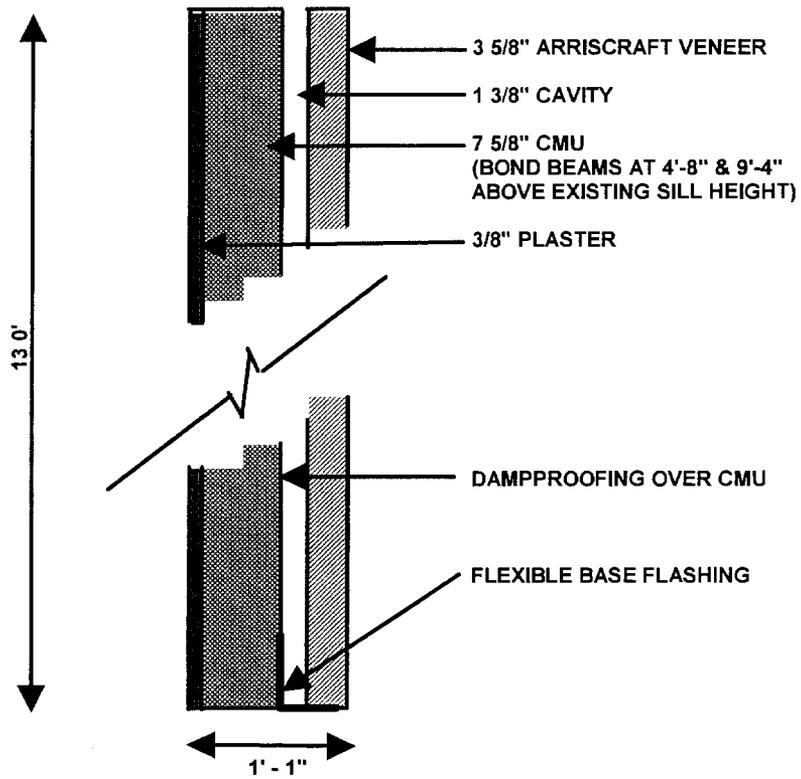


**BENDER HIGH SCHOOL - NORTH WALL ELEVATION**

# Vernon Masonry, Inc.

Project: BENDER HIGH SCHOOL

## WALL SECTION





## Proposal

DATE: 5/28/2013 Attention: Estimating  
Project: Bender HS Windows Infill Phone: \_\_\_\_\_  
Architect: Joiner Fax: \_\_\_\_\_

General Contractor: \_\_\_\_\_

SCOPE OF WORK: Armscraft, CMU, Cast Stone Sill, Damproofing, Scaffolding, Veneer Ties, Trash Haul Off, Mock Up Panel, Paint Lintels, Remove Current Wood Infill, Caulk at Masonry.

### EXCLUSIONS:

UL Certification (Stamp)	Top Out Angles/Bracing	Frame Protection
Patching of any kind	Special Shaped brick	Protection of windows
Furnishing Rebar/ Dovetail Slots	Sealants	Dowels into concrete
Setting door Frames	Batt/Rigid Insulation	Multiple Mobilizations
Pavers of any kind	Brick or Stone Sealers	Acoustical sealants
Plaster	Miscellaneous steel / Loose lintels	Use of Winco scaffolding by others
Flashing of any kind	Layout control lines / Elevations	Bond (can be provided @ additional cost)
Overtime Premium (40 hr week)	Composite cleanup crew	Engineering
Shop drawings (except for cast stone)	Demolition of any kind	

### Qualify:

1. Price based on the sketches by Joiner architects.
2. Professional Engineering, calculations, supplemental drawings and design/engineering of cast stone support is not included.
3. Furnishing and/or installing of miscellaneous steel (angles, tubesteel, bracing etc.) required for cast stone whether shown on drawings or added at anytime to supplement support of stone is not included.
4. Adequate, unobstructed access to work area and on-sight staging area to be provided by G.C
5. The structural integrity and adequacy of the substrate is the responsibility of others.
6. All utilities, including water and electrical power (220 volts, 60 amps) within 200ft of installation area.
7. Winco's pricing will remain in affect for (30) days from this date, after which time this proposal will be subject to review.
8. Unless stated otherwise on our proposal, our scope is limited to work shown on architectural and applicable structural drawings.
9. All regular CMU shall be lightweight or medium weight units meeting ASTM c90 requirments, decorative units will be normal weight.
10. Proposal is contingent on our right to review, modify, and/or negotiate the subcontract agreement.
11. Pricing is for 5 windows at north elevation only.
12. Pricing is based on providing a new window sill, we can not gurantee a good match due to the building's age.
13. Mock up panel to be no greater than 4'x4' and is limited to only 1.
14. Removing or replacing ANY brick in excluded.

### Sales tax are NOT included

ADDENDA: NA acknowledged

Base Bid **\$67,000.00**

Joe Guzman  
Winco Masonry, L.P.



28 May 2013

## Proposal

Project: Bender High School Repairs  
Bid Item: Masonry  
Base Bid: \$45,000.00

### Inclusions:

1. Removal of existing plywood enclosures at 4 existing windows.
2. Clean and paint existing steel lintel.
3. Provide caulking at exterior face of jambs and heads of new masonry work.
4. Provide caulking at interior masonry work where new plaster meets existing plaster and brick.
5. Provide mock-up panel.
6. We also include mortar, grout, cmu, Arriscraft, cast stone, scaffolding, plaster, damp proofing, flashing, rebar in cmu and trash removal.

### We **exclude** the following:

- Rebar
- Miscellaneous steel
- Sealants
- MEP
- Asbestos Removal or abatement
- Templates
- Compressible Filler
- Templates
- Insulation
- Embeds
- Engineering and Materials Testing
- Demo (other than outlined above)
- Fire Safing
- Premium Time
- Permits
- Tax on Materials

Submitted By: Ryan Knight

**COUNCIL MEETING**

**06-13-2013**

**AGENDA ITEM #7**

**APPOINTMENT OF SCOTT BRADY AS  
ARCHITECT FOR BENDER HIGH SCHOOL  
RENOVATIONS**

---

# JOINER

## PARTNERSHIP

ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
700 Rockmead, Suite 265 | Kingwood, TX 77339 | 281.359.6401

## Transmittal Letter

**Project:** City of Humble – Bender High School Renovations  
**Joiner Project No.:** 0000

**Date:** May 22, 2013

**To:** City of Humble  
114 W Higgins  
Humble, TX 77338

**Attention:** Darrell Boeske

### We Transmit:

- Herewith  
 In Accordance with Your Request:  
 Under Separate Cover Via:

### For Your:

- Approval  
 Review & Comment  
 See Below
- Record  
 Use
- Distribution to Parties  
 Information

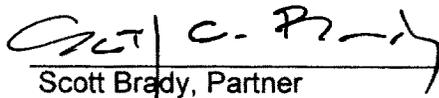
### The Following:

- Drawings  
 Samples
- Specifications  
 Change Order
- Submittals  
 See Below

### Description:

Date	Copies	Item
5/22/13	2	Owner/Architect Agreement

**Sent By:**

  
Scott Brady, Partner

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the Twenty-Second day of May in the year Two Thousand Thirteen

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:

*(Name, legal status, address and other information)*

City of Humble  
114 W Higgins  
Humble, Texas 77338

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:

*(Name, legal status, address and other information)*

Joiner Partnership, Inc.  
700 Rockmead Drive, Suite 265  
Kingwood, Texas 77339

for the following Project:

*(Name, location and detailed description)*

City of Humble Bender High School Renovations

The Owner and Architect agree as follows.

Init

AIA Document B101<sup>™</sup> – 2007 (formerly B151<sup>™</sup> – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:38:14 on 05/22/2013 under Order No.6174777810\_1 which expires on 10/11/2013, and is not for resale.

User Notes:

(927738689)

**TABLE OF ARTICLES**

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

**EXHIBIT A INITIAL INFORMATION**

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

| TBD

- .2 Substantial Completion date:

| TBD

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability
- .2 Automobile Liability
- .3 Workers' Compensation
- .4 Professional Liability

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

Init.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

Init

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:38:14 on 05/22/2013 under Order No.6174777810\_1 which expires on 10/11/2013, and is not for resale.

User Notes:

(927738689)

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

Init.

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	
§ 4.1.2 Multiple preliminary designs	N/A	
§ 4.1.3 Measured drawings	N/A	
§ 4.1.4 Existing facilities surveys	N/A	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	N/A	
§ 4.1.6 Building information modeling	N/A	
§ 4.1.7 Civil engineering	Architect –	

Init.

	Additional Services	
§ 4.1.8	Landscape design	N/A
§ 4.1.9	Architectural Interior Design (B252™-2007)	N/A
§ 4.1.10	Value Analysis (B204™-2007)	N/A
§ 4.1.11	Detailed cost estimating	N/A
§ 4.1.12	On-site project representation	N/A
§ 4.1.13	Conformed construction documents	N/A
§ 4.1.14	As-Designed Record drawings	N/A
§ 4.1.15	As-Constructed Record drawings	Contractor
§ 4.1.16	Post occupancy evaluation	N/A
§ 4.1.17	Facility Support Services (B210™-2007)	N/A
§ 4.1.18	Tenant-related services	N/A
§ 4.1.19	Coordination of Owner's consultants	N/A
§ 4.1.20	Telecommunications/data design	N/A
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	N/A
§ 4.1.22	Commissioning (B211™-2007)	N/A
§ 4.1.23	Extensive environmentally responsible design	N/A
§ 4.1.24	LEED® Certification (B214™-2007)	N/A
§ 4.1.25	Fast-track design services	N/A
§ 4.1.26	Historic Preservation (B205™-2007)	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	N/A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Programming only. Architect to coordinate Civil Engineering needed as an Additional Service

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;

Init.

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ( ) visits to the site by the Architect over the duration of the Project during construction
- .3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ( ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

Init

contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work

Init

to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

Init

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

Init

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:38:14 on 05/22/2013 under Order No.6174777810\_1 which expires on 10/11/2013, and is not for resale.

User Notes:

(927738689)

**§ 8.3 ARBITRATION**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 CONSOLIDATION OR JOINDER**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Init.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to

Init.

perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

7% of construction cost

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Civil Engineering costs. Programming – no charge.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

For Hourly Compensation for Basic Services, compensation shall be as follows:

Principals	\$250.00/hr.
Management	\$200.00/hr.
Project Architects/Designers	\$175.00/hr.
Technical Personnel	\$150.00/hr.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and four hundredths percent (1.04 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

For Hourly Compensation for Basic Services, compensation shall be as follows:

Principals	\$250.00/hr.
Management	\$200.00/hr.
Project Architects/Designers	\$175.00/hr.
Technical Personnel	\$150.00/hr.

**Employee or Category** **Rate**

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one point ten percent ( 1.10 %) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of Zero Dollars (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Init

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

OWNER – City of Humble

ARCHITECT- Joiner Partnership, Inc.

OWNER

ARCHITECT

\_\_\_\_\_  
*(Signature)*

  
\_\_\_\_\_  
*(Signature)*

Darrell Boeske, City Manager

Scott C. Brady, Partner

*(Printed name and title)*

*(Printed name and title)*

Init

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Carl A. Joiner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 10:38:14 on 05/22/2013 under Order No. 6174777810\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the Twenty-Second day of May in the year Two Thousand Thirteen

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

City of Humble  
114 W Higgins  
Humble, Texas 77338

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
*(Name, legal status, address and other information)*

Joiner Partnership, Inc.  
700 Rockmead Drive, Suite 265  
Kingwood, Texas 77339

for the following Project:  
*(Name, location and detailed description)*

City of Humble Bender High School Renovations

The Owner and Architect agree as follows.

Init.

AIA Document B101<sup>™</sup> – 2007 (formerly B151<sup>™</sup> – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:38:14 on 05/22/2013 under Order No.617477810\_1 which expires on 10/11/2013, and is not for resale.

User Notes:

(927738689)

**TABLE OF ARTICLES**

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

**EXHIBIT A INITIAL INFORMATION**

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

| TBD

- .2 Substantial Completion date:

| TBD

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability
- .2 Automobile Liability
- .3 Workers' Compensation
- .4 Professional Liability

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

Init.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

Init

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

Init.

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

Init.

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	
§ 4.1.2 Multiple preliminary designs	N/A	
§ 4.1.3 Measured drawings	N/A	
§ 4.1.4 Existing facilities surveys	N/A	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	N/A	
§ 4.1.6 Building information modeling	N/A	
§ 4.1.7 Civil engineering	Architect –	

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:38:14 on 05/22/2013 under Order No.6174777810\_1 which expires on 10/11/2013, and is not for resale.

	Additional Services	
§ 4.1.8	Landscape design	N/A
§ 4.1.9	Architectural Interior Design (B252™–2007)	N/A
§ 4.1.10	Value Analysis (B204™–2007)	N/A
§ 4.1.11	Detailed cost estimating	N/A
§ 4.1.12	On-site project representation	N/A
§ 4.1.13	Conformed construction documents	N/A
§ 4.1.14	As-Designed Record drawings	N/A
§ 4.1.15	As-Constructed Record drawings	Contractor
§ 4.1.16	Post occupancy evaluation	N/A
§ 4.1.17	Facility Support Services (B210™–2007)	N/A
§ 4.1.18	Tenant-related services	N/A
§ 4.1.19	Coordination of Owner’s consultants	N/A
§ 4.1.20	Telecommunications/data design	N/A
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	N/A
§ 4.1.22	Commissioning (B211™–2007)	N/A
§ 4.1.23	Extensive environmentally responsible design	N/A
§ 4.1.24	LEED® Certification (B214™–2007)	N/A
§ 4.1.25	Fast-track design services	N/A
§ 4.1.26	Historic Preservation (B205™–2007)	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	N/A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

Programming only. Architect to coordinate Civil Engineering needed as an Additional Service

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;

Init

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ( ) visits to the site by the Architect over the duration of the Project during construction
- .3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ( ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:38:14 on 05/22/2013 under Order No.6174777810\_1 which expires on 10/11/2013, and is not for resale.

User Notes:

(927738689)

contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work

Init

to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

Init

### **§ 8.3 ARBITRATION**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 CONSOLIDATION OR JOINDER**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:38:14 on 05/22/2013 under Order No.6174777810\_1 which expires on 10/11/2013, and is not for resale.

User Notes:

(927738689)

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to

Init

perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

7% of construction cost

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Civil Engineering costs. Programming – no charge.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

For Hourly Compensation for Basic Services, compensation shall be as follows:

<u>Principals</u>	<u>\$250.00/hr.</u>
<u>Management</u>	<u>\$200.00/hr.</u>
<u>Project Architects/Designers</u>	<u>\$175.00/hr.</u>
<u>Technical Personnel</u>	<u>\$150.00/hr.</u>

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and four hundredths percent ( 1.04 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

For Hourly Compensation for Basic Services, compensation shall be as follows:

init

Principals	\$250.00/hr.
Management	\$200.00/hr.
Project Architects/Designers	\$175.00/hr.
Technical Personnel	\$150.00/hr.

**Employee or Category** **Rate**

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one point ten percent ( 1.10 %) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of Zero Dollars (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

init.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

<u>OWNER – City of Humble</u>	<u>ARCHITECT- Joiner Partnership, Inc.</u>
<b>OWNER</b>	<b>ARCHITECT</b>
_____	_____
<i>(Signature)</i>	<i>(Signature)</i>
<u>Darrell Boeske, City Manager</u>	<u>Scott C. Brady, Partner</u>
<i>(Printed name and title)</i>	<i>(Printed name and title)</i>

Init.

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Carl A. Joiner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 10:38:14 on 05/22/2013 under Order No. 6174777810\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

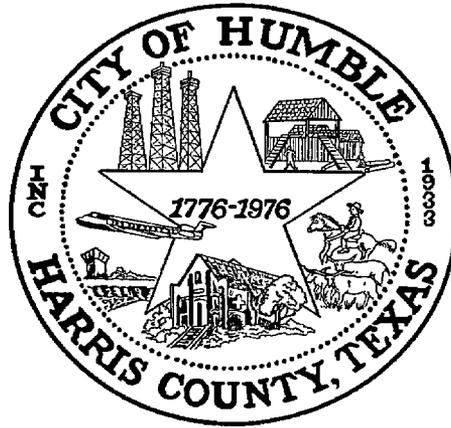
**COUNCIL MEETING**

**06-13-2013**

**AGENDA ITEM #12**

**MONTHLY REPORTS**

# *City of Humble*



## *Building Department*

*Monthly Report*  
*May 2013*



**City of  
Humble**

Building / Inspection Dept.  
114 W. Higgins Humble, Texas 77338  
( 281 ) 446-6228 Fax: ( 281 ) 446-7902

Ray Pearson  
Chief Building Official

**Monthly Building Report  
May, 2013**

**Commercial / Multi-Family Dwelling Remodel  
Misc. / Repair / Alteration / Remodel / New Const. other than Building**

<u>Date</u>	<u>Establishment</u>	<u>Address</u>	<u>Type</u>	<u>Const. Cost</u>
5/2/2013	Lab Corp America	18648 McKay Blvd. #215	Tenant Build-Out	\$155,700.00
5/3/2013	Temple Beth Torah	320 Shallow Dr.	Storage Building Addition	\$36,000.00
5/3/2013	St. Lukes Church	2380 Houston Ave. S.	Parking Lot	\$100,000.00
5/7/2013	Red Wing Shoes	9441 FM 1960 BP #105	Tenant Build-Out	\$16,270.00
5/8/2013	Massage Vital Day Spa	1410 FM 1960 BPE #E	Interior Alteration	\$5,000.00
5/16/2013	City of Humble	110 Main St. W.	Generator Installation	\$11,000.00
5/31/2013	Lakeland Elementary	1500 Montgomery Ln.	Interior Alteration	\$48,750.00
5/31/2013	Jack Fields Elementary	2505 Houston Ave. S.	Interior Alteration	\$47,500.00
5/31/2013	Humble ISD Admin.	20200 Eastway Village Dr.	Interior Alteration	\$375,000.00
5/31/2013	Ross Sterling Middle School	1131 Wilson Rd.	Restroom Remodel	\$680,000.00
5/31/2013	Humble Elementary	20252 Fieldtree Dr.	Interior Alteration	\$47,500.00
<b>Total Permits Issued=</b>	<b>11</b>		<b>Total Amount=</b>	<b>\$1,522,720.00</b>

**Commercial / New Construction  
Building Structure**

<u>Date</u>	<u>Contractor</u>	<u>Address</u>	<u>Type</u>	<u>Const. Cost</u>
5/31/2013	Humble Commerce Center	1902 Humble Place Dr.	New Warehouse	\$400,000.00
5/31/2013	Humble Commerce Center	1891 Treble Dr.	New Warehouse	\$200,000.00
<b>Total Permits Issued=</b>	<b>2</b>		<b>Total Amount=</b>	<b>\$600,000.00</b>

**Residential Dwelling**  
**Misc. / Repair / Alteration / Remodel / New Const. Other than dwelling**

<u>Date</u>	<u>Owner or Contractor</u>	<u>Address</u>	<u>Type</u>	<u>Const. Cost</u>
5/21/2013	Jose Guerra	7619 Pine Hollow Dr.	Patio Addition	\$5,000.00
5/24/2013	Dawson Foundation	605 Sharon Dr.	Foundation Repair	\$14,450.00
5/28/2013	ABC Foundation	716 Fourth St.	Foundation Repair	\$13,500.00
5/28/2013	Jay Wrobliske	413 Atascocita Rd.	Replace Driveway	\$1,500.00
5/29/2013	Robert McAffrey	515 Third St.	New Brick Siding	\$8,000.00
<b>Total Permits Issued=</b>	<b>5</b>			<b>\$42,450.00</b>

---

**Residential Dwelling**  
**New Construction**

<u>Date</u>	<u>Owner or Contractor</u>	<u>Address</u>	<u>Type</u>	<u>Const. Cost</u>
<b>Total Permits Issued=</b>	<b>0</b>		<b>Total Amount=</b>	<b>\$0.00</b>

---

**Single Family Duplex**  
**New Construction**

<u>Date</u>	<u>Owner or Contractor</u>	<u>Address</u>	<u>Type</u>	<u>Const. Cost</u>
<b>Total Permits Issued=</b>	<b>0</b>			<b>\$</b>

---

**Monthly Building Construction Total**

Commercial	Repair	\$1,522,720.00
Commercial	New	\$600,000.00
Residential	Repair	\$42,450.00
Residential	New	\$0.00
Residential Duplex	New	\$0.00
<b>Building Permits Issued =</b>	<b>18</b>	<b>Total Amount=</b>
		<b>\$2,165,170.00</b>

---

**Construction Permits Issued**

<b><u>Permit Type</u></b>	<b><u>Building Type</u></b>	<b><u>Monthly Total</u></b>
Building Permit:	Residential / Commercial	\$2,165,170.00
Demolition Permit:	Commercial	\$0.00
Fire Sprinkler:	Commercial	\$3,000.00
Sign Permit:	Commercial	\$43,836.00
Electrical Permit:	Residential / Commercial	\$359,145.00
Plumbing Permit:	Residential / Commercial	\$1,491,910.00
Irrigation Permit:	Residential / Commercial	\$12,050.00
<u>HVAC Permit:</u>	<u>Residential / Commercial</u>	\$456,750.00
<b>May-13</b>	<b>Total Monthly Report</b>	<b>\$4,531,861.00</b>

**Total Permits Issued:  
 for May 2013:**

<u>Permits Issued</u>	<u>Permit Type</u>
17	Building
2	Building - Homeowner
0	Building Advisory
0	Construction Trailer
15	Electrical
1	Electrical - Homeowner
25	H.V.A.C.
0	H.V.A.C. - Homeowner
20	Plumbing
0	Plumbing - Homeowner
4	Irrigation
0	Irrigation - Homeowner
9	Sign
1	Fire Sprinkler
5	Burglar Alarm
9	Alcohol Beverage
0	Temporary Alcohol Beverage
0	Massage Establishment
1	Coin Machine
9	Pavillion Rental
6	Pavillion Deposit
0	Parade
1	Precious Metals
0	Demolition Permit
0	House Moving
0	Road Closure
5	Solicitors
2	Tent Permit
0	Red Tag Electrical
0	Red Tag HVAC
4	Unlimited Wrecker
3	Wrecker Operator
0	Wrecker Chip Replacement
2	Taxi Cab
1	Taxi Operator
0	<u>Oil &amp; Gas</u>
<b>142</b>	<b>Total</b>



# City of Humble

## Monthly Cash Report

May, 2013

General Fund:	Account:	Description:	Amount:	Total:
<b>Permits &amp; Reinspection Fees:</b>	Building	5200	\$ 1,988.00	
	Reinspection	5200	x \$ 30.00	\$
	<b>Total</b>	5200		\$ 1,988.00
	Electrical	5220	\$ 678.00	
	Reinspection	5220	x \$ 30.00	\$
	<b>Total</b>	5220		\$ 678.00
	Plumbing	5230	\$ 1,822.00	
	Reinspection	5230	x \$ 30.00	\$
	<b>Total</b>	5230		\$ 1,822.00
	Irrigation	5235	\$ 120.00	\$ 120.00
<b>License:</b>	HVAC	5240	\$ 1,145.00	
	Reinspection	5240	x \$ 30.00	\$
	<b>Total</b>	5240		\$ 1,145.00
	Fire Sprinkler	5280	\$ 30.00	\$ 30.00
	Refrigeration	5250	\$ 72.00	\$ 72.00
	Sign	5215	\$ 700.00	\$ 700.00
	License Reg.	5275	\$ 1,200.00	\$ 1,200.00
	Plan Review	5210	\$ 837.00	\$ 837.00
	<b>Beer &amp; Liquor</b>	5260	\$ 1,065.00	\$ 1,065.00
	<b>Misc.:</b>	WU	5270	4 x \$Prorate
CM		5270	x	\$ 210.00
SO		5270	x	\$ 170.00
BA		5270	5 x \$ 25.00	\$ 125.00
TA		5270	1 x \$ 100.00	\$ 100.00
PM		5270	1 x \$ 100.00	\$ 100.00
WO		5270	3 x \$ 25.00	\$ 75.00
TE		5270	2 x \$ 25.00	\$ 50.00
<b>Total</b>		5270	1 x \$ 10.00	\$ 10.00
<b>Total</b>		5270		\$ 1,177.50
<b>Others:</b>	Plat Fee	3800	\$ 475.00	
	<b>Total</b>	3800		\$ 475.00
	False Alarms Fees	5420	\$	\$ -
Cust. Ret. Check	1520	\$	\$ -	
<b>Rentals:</b>	Pavillion	5330	\$ 450.00	\$ 450.00
	Over/Short	5500	\$	\$ -
<b>Total Bank Deposit:</b>	1070		\$ 8,269.50	\$ 8,269.50
<b>Total Credit Card Deposit:</b>	1070		\$ 3,490.00	\$ 3,490.00
<b>Total Deposit:</b>	1070		\$ 11,759.50	\$ 11,759.50
<b>Name:</b>	Brandy Walker		<b>Date:</b>	June 4, 2013

# Humble Fire Department Emergency Medical Services



**MAY, 2013**  
**Monthly Report**

**Mike Legoudes, Asst. Fire Chief/EMS Operations**

# Trip Count by Diagnosis/Call Type

Date IS BETWEEN 05/01/2013 AND 05/31/2013

	ALS	Total
Abdominal Pain General	1	1
<None>	17	17
Abdominal Distention	1	1
Abdominal Injury	1	1
Abdominal Pain General	5	5
Abdominal Pain L Lower	1	1
Abdominal Pain L Upper	1	1
Abdominal Pain R Lower	1	1
Abdominal Pain Unspecifi	2	2
Alcohol Poisoning-Acute	1	1
Altered Awareness, Transi	6	6
Anaphylaxis	1	1
Anxiety Attack	3	3
Assault	2	2
Assault-Rape	1	1
Back Pain-Non Traumatic	5	5
Back Pain Low	1	1
Back Pain Thorax	1	1
Bite Dog	1	1
Breathing Problems-Other	4	4
Burns-Arm 2nd Degree	1	1
Burns-Face/Head 2nd Deg	1	1
Cardiac Tachycardia	1	1
Cerebral Vascular Acciden	1	1
Chest Pain	14	14
Chest-Pressure	1	1
Decubitis Ulcers	1	1
Diabetes IDDM	1	1
Diabetic Uncontrolled	4	4
Diarrhea	2	2
Difficulty Breathing	3	3
Dislocation/Knee	1	1
Dizziness	3	3
Drug Abuse Unspecified	1	1
Ear Ache	1	1
Fainting	1	1
Fall	2	2
Fall from Chair	1	1
Fall same Level	1	1
Fever	1	1
Foot Pain	2	2
FX Ankle	1	1
FX Femur Shaft Closed	1	1
Head Injury w/LOC	2	2

# Trip Count by Diagnosis/Call Type

Date IS BETWEEN 05/01/2013 AND 05/31/2013

	ALS	Total
Head Injury w/o LOC	3	3
Head Injury, Unspecified	2	2
Headache/Migraine	10	10
Hip Pain	2	2
Hypertension Unspecified	2	2
Hyperventilation	2	2
Hypoglycemia	2	2
Intoxication-Admitted	1	1
Laceration - Forehead	3	3
Laceration - Thumb	1	1
Laceration-Forearm (Deep)	2	2
Laceration-Head	1	1
Laceration-Leg	1	1
Laceration-Wrist	1	1
MVA-Car vs Car	6	6
MVA-Car vs Object	1	1
MVA-Car vs Pedestrian	1	1
Nausea	1	1
Nausea w/vomiting	3	3
Neck Pain	4	4
Nosebleed	1	1
Numbness	2	2
Other	12	12
Overdose/RX	1	1
Pain - Flank	3	3
Pain - Generalized	3	3
Pain Extremity(lower)(upper)	1	1
Pain in Limb	2	2
Palpitations	2	2
Pelvic Injury	1	1
Pregnancy	1	1
Psychiatric Disorder	4	4
Respiratory Dist (Acute)	4	4
Schizophrenia	1	1
Seizure Post-Ictal	3	3
Shoulder Pain	3	3
Swelling Upper/Low Extre	1	1
Syncope	4	4
Throat pain	1	1
Tingling Sensation	2	2
Transient Ischemic Attack	1	1
Unconscious	4	4
Unknown Problem	1	1
Unresponsive	1	1
Weakness	6	6

# Trip Count by Diagnosis/Call Type

Date IS BETWEEN 05/01/2013 AND 05/31/2013

---

	ALS	Total
<i>Wrist Pain</i>	1	1
<b>Total</b>	<b>219</b>	<b>219</b>

# Trip Count by Destination Facility

Date IS BETWEEN 05/01/2013 AND 05/31/2013; AND Status IS NOT Canceled Assigned OR Canceled Assigned Confirmed OR Canceled Billed OR Canceled Closed OR Canceled Complete OR Canceled NetTransit New Call OR Canceled NetTransit New Will Call OR C...

	ALS	Total
1 - Ben Taub	5	5
1 - Hermann Hospital	3	3
1 - Houston Northwest Medical Cen	2	2
1 - Kingwood Medical Center	18	18
1 - LBJ Hospital	7	7
1 - Memorial Hermann NE	100	100
1 - ST Luke's Episcopal Hospital	3	3
1 - St. Anthony's	1	1
1 - St. Lukes Woodlands	1	1
1 - VA Hospital	2	2
Herman LIFEFLIGHT	1	1
<b>Total</b>	<b>143</b>	<b>143</b>

# Trip Count by Outcome

Trip Date IS BETWEEN 05/01/2013 AND 05/31/2013

## CITY OF HUMBLE EMS

	ALS	Total
ALS Transport	107	107
ALS Transport - Level 2	2	2
BLS Transport	33	33
Cancelled - By Dispatch	6	6
Life Flight	1	1
No Patients Found	7	7
Refusal - Transport	32	32
Refusal - Treatment & Tra	24	24
Stand By	3	3
Transport by Mutual Aid /	3	3
Treat - No Transport	1	1
<b>Total</b>	<b>219</b>	<b>219</b>

# Trip Count by Vehicle and Call Type

Trip Date IS BETWEEN 05/01/2013 AND 05/31/2013

## CITY OF HUMBLE EMS

	ALS	Total
Fire (1st Response)	1	1
M 1	119	119
M 2	93	93
M 3	6	6
<b>Total</b>	<b>219</b>	<b>219</b>

*CITY OF HUMBLE FIRE DEPARTMENT  
EMERGENCY MEDICAL SERVICES  
OVERTIME FOR THE MONTH OF MAY, 2013*

**OVERTIME FOR PAY PERIOD ENDING: MAY 10, 2013**

4/28/2013	Barker, M	1	Late Call
5/7/2013	Barker, M	9.5	Mayday Training
4/28/2013	Cox, B	1	Late Call
5/7/2013	Cox, B	9.5	Mayday Training
4/26/2013	Ferguson, C	9.5	Mayday Training
4/26/2013	Forbes, S	9.5	Mayday Training
4/27/2013	Ganyo, M	0.5	Late Call
4/25/2013	Hoyt, G	1	Fire Standby
5/4/2013	Hoyt, G	2	Fire Standby
5/7/2013	Hoyt, G	9.5	Mayday Training
4/26/2013	May, B	10	Mayday Training
4/28/2013	McDowell, S	1	Late Call
05/07/13	McDowell, S	9.5	Mayday Training
5/1/2013	Miller, T	4	Cover Shift
5/7/2013	Miller, T	9.5	Mayday Training
4/26/2013	Pedersen, D	9.5	Mayday Training
4/27/2013	Terry, J	24	Cover Shift
4/28/2013	Terry, J	1.5	Late Call
4/26/2013	Tworek, J	9.5	Mayday Training
4/26/2013	Watkins, W	9.5	Mayday Training
5/3/2013	Watkins, W	2	Fire Standby
	<b>Subtotal EMS</b>	<b>143</b>	

**OVERTIME FOR PAY PERIOD ENDING: May 28, 2013**

05/21/13	Allbright, G	8	Mayday Training
05/21/13	Ferguson, C	4.5	DPS Standby
05/21/13	Hottman, A	8	Mayday Training
05/21/13	Ganyo, M	8	Mayday Training
05/21/13	May, B	9	Mayday Training
5/21/2013	Pedersen, D	4.5	DPS Standby
5/21/2013	Terry, J	8	Mayday Training
5/13/2013	Watkins, W	1.5	Telestaff
5/16/2013	Watkins, W	2.25	Telestaff
5/19/2013	Watkins, W	3.5	Tablet & Zoll Computer
5/21/2013	Watkins, W	9	Mayday Training
5/18/2013	Villegas, O	24	Cover Shift
5/21/2013	Villegas, O	8	Mayday Training
	<b>Subtotal EMS</b>	<b>98.25</b>	

**TOTAL EMS OT** 241.25

# **Humble Fire Department**

**Fire Suppression  
Division**



**May, 2013  
Monthly Report**

**Gary Outlaw  
Fire Chief**

**City of Humble Fire Department**

**HFD Monthly Report**

**Alarm Date Between {05/01/2013} And {05/31/2013}**

<b>Inc#</b>	<b>Alm Date</b>	<b>Time</b>	<b>Incident Type</b>	<b>Address</b>	<b>Est Loss</b>
0407-0	05/01/2013	07:18	320 Emergency medical service,	9814 W FM 1960 BYP	
0408-0	05/01/2013	10:14	412 Gas leak (natural gas or	600 CHARLES ST	
0409-0	05/01/2013	12:34	322 Motor vehicle accident with	9510 W FM 1960 BYP	
0410-0	05/01/2013	18:41	320 Emergency medical service,	310 S BENDER AVE	
0411-0	05/01/2013	19:41	160 Special outside fire, Other	20900-BL N US 59 HWY	
<b>Total Incident Count for 05/01/2013</b>			<b>5</b>	<b>Total Est Loss for 05/01/2013</b>	
0413-0	05/03/2013	12:22	740 Unintentional transmission	93 ISAACKS RD	
0414-0	05/03/2013	12:48	111 Building fire	20131 N US 59	\$10,000
0415-0	05/03/2013	13:28	320 Emergency medical service,	8450 WILL CLAYTON PKWY	
0416-0	05/03/2013	13:58	151 Outside rubbish, trash or	7TH ST & CHARLES ST	
0417-0	05/03/2013	15:51	322 Motor vehicle accident with	18000 HWY 59 HWY	
0418-0	05/03/2013	17:13	745 Alarm system activation, no	901 WILSON RD	
0419-0	05/03/2013	22:21	611 Dispatched & cancelled en	9665 W FM 1960 BYP	
<b>Total Incident Count for 05/03/2013</b>			<b>7</b>	<b>Total Est Loss for 05/03/2013</b>	
				<b>\$10,000</b>	
0420-0	05/04/2013	04:12	131 Passenger vehicle fire	18200-BL N US 59 HWY	\$12,500
0421-0	05/04/2013	17:05	322 Motor vehicle accident with	100 E 1st ST	
0422-0	05/04/2013	18:48	321 EMS call, excluding vehicle	20131 N US 59	
<b>Total Incident Count for 05/04/2013</b>			<b>3</b>	<b>Total Est Loss for 05/04/2013</b>	
				<b>\$12,500</b>	
0423-0	05/05/2013	21:55	311 Medical assist, assist EMS	19424 MCKAY DR	
<b>Total Incident Count for 05/05/2013</b>			<b>1</b>	<b>Total Est Loss for 05/05/2013</b>	
0424-0	05/06/2013	08:02	322 Motor vehicle accident with	WILSON RD & WILL CLAYTON	
0425-0	05/06/2013	09:37	611 Dispatched & cancelled en	18951 N MEMORIAL BLVD	
0426-0	05/06/2013	16:34	611 Dispatched & cancelled en	600 CHARLES ST	
<b>Total Incident Count for 05/06/2013</b>			<b>3</b>	<b>Total Est Loss for 05/06/2013</b>	
0427-0	05/07/2013	08:29	322 Motor vehicle accident with	E FM 1960 BYP & E TOWNSEN	
0428-0	05/07/2013	12:28	321 EMS call, excluding vehicle	9817 HUMBLE WESTFIELD RD	
0429-0	05/07/2013	15:32	710 Malicious, mischievous false	600 CHARLES ST	
0430-0	05/07/2013	15:49	321 EMS call, excluding vehicle	1327 BRENDA LN	
0431-0	05/07/2013	16:16	611 Dispatched & cancelled en	10005 W FM 1960 BYP	
<b>Total Incident Count for 05/07/2013</b>			<b>5</b>	<b>Total Est Loss for 05/07/2013</b>	
0432-0	05/08/2013	10:49	735 Alarm system sounded due to	19002 MCKAY DR	
<b>Total Incident Count for 05/08/2013</b>			<b>1</b>	<b>Total Est Loss for 05/08/2013</b>	
0433-0	05/09/2013	12:47	745 Alarm system activation, no	9467 W FM 1960 BYP	
0434-0	05/09/2013	21:18	733 Smoke detector activation	19002 MCKAY DR	
0435-0	05/09/2013	23:46	611 Dispatched & cancelled en	19002 MCKAY DR	
<b>Total Incident Count for 05/09/2013</b>			<b>3</b>	<b>Total Est Loss for 05/09/2013</b>	
0436-0	05/11/2013	10:17	322 Motor vehicle accident with	10011 W FM 1960 BYP	
<b>Total Incident Count for 05/11/2013</b>			<b>1</b>	<b>Total Est Loss for 05/11/2013</b>	
0437-0	05/12/2013	00:56	322 Motor vehicle accident with	MEEK RD & N HOUSTON AVE	
0438-0	05/12/2013	02:34	352 Extrication of victim(s)	18950-BL MCKAY DR	
0439-0	05/12/2013	13:03	322 Motor vehicle accident with	9470 W FM 1960 BYP	
0440-0	05/12/2013	21:49	320 Emergency medical service,	9632 W FM 1960 BYP	
<b>Total Incident Count for 05/12/2013</b>			<b>4</b>	<b>Total Est Loss for 05/12/2013</b>	

# City of Humble Fire Department

## HFD Monthly Report

**Alarm Date Between {05/01/2013} And {05/31/2013}**

Inc# -Exp#	Alm Date	Time	Incident Type	Address	Est Loss
0442-0	05/13/2013	04:34	745 Alarm system activation, no	20380 N US 59	
0443-0	05/13/2013	12:22	600 Good intent call, Other	20131 N US 59	
0444-0	05/13/2013	16:26	413 Oil or other combustibile	20700 N US 59 HWY	
0445-0	05/13/2013	17:25	322 Motor vehicle accident with	9450 W FM 1960 BYP	\$5,000
0446-0	05/13/2013	18:24	740 Unintentional transmission	9450 W FM 1960 BYP	
<b>Total Incident Count for 05/13/2013</b>			<b>5</b>	<b>Total Est Loss for 05/13/2013</b>	
					<b>\$5,000</b>
0447-0	05/14/2013	08:05	744 Detector activation, no fire	1730 HUMBLE PLACE DR	
<b>Total Incident Count for 05/14/2013</b>			<b>1</b>	<b>Total Est Loss for 05/14/2013</b>	
0448-0	05/15/2013	12:39	321 EMS call, excluding vehicle	9810 W FM 1960 BYP	
0450-0	05/15/2013	14:57	350 Extrication, rescue, Other	9838 WINDEMERE CT	
<b>Total Incident Count for 05/15/2013</b>			<b>2</b>	<b>Total Est Loss for 05/15/2013</b>	
0451-0	05/16/2013	04:03	745 Alarm system activation, no	18951 N MEMORIAL BLVD	
<b>Total Incident Count for 05/16/2013</b>			<b>1</b>	<b>Total Est Loss for 05/16/2013</b>	
0452-0	05/18/2013	00:56	311 Medical assist, assist EMS	8455 WILL CLAYTON PKWY	
0453-0	05/18/2013	11:08	322 Motor vehicle accident with	9815 W FM 1960 BYP	
0454-0	05/18/2013	12:27	622 No Incident found on arrival	ATASCOCITA RD & WILSON RD	
0455-0	05/18/2013	16:12	440 Electrical wiring/equipment	20506 N US 59	
0456-0	05/18/2013	16:45	311 Medical assist, assist EMS	19424 MCKAY DR	
<b>Total Incident Count for 05/18/2013</b>			<b>5</b>	<b>Total Est Loss for 05/18/2013</b>	
0457-0	05/19/2013	11:53	141 Forest, woods or wildland	2710 WILSON RD	
0458-0	05/19/2013	22:16	445 Arcing, shorted electrical	93 ISAACKS RD	
<b>Total Incident Count for 05/19/2013</b>			<b>2</b>	<b>Total Est Loss for 05/19/2013</b>	
0459-0	05/20/2013	07:18	321 EMS call, excluding vehicle	10000 W FM 1960 BYP	
0461-0	05/20/2013	17:13	735 Alarm system sounded due to	1131 WILSON RD	
0462-0	05/20/2013	17:17	651 Smoke scare, odor of smoke	424 S BENDER AVE	
0463-0	05/20/2013	19:05	700 False alarm or false call,	8450 WILL CLAYTON PKWY	
<b>Total Incident Count for 05/20/2013</b>			<b>4</b>	<b>Total Est Loss for 05/20/2013</b>	
0464-0	05/22/2013	12:39	111 Building fire	20515 N US 59	\$3,000
0465-0	05/22/2013	14:30	511 Lock-out	20131 N US 59	
<b>Total Incident Count for 05/22/2013</b>			<b>2</b>	<b>Total Est Loss for 05/22/2013</b>	
					<b>\$3,000</b>
0466-0	05/23/2013	07:44	322 Motor vehicle accident with	WILL CLAYTON PKWY & N US 59	
0468-0	05/23/2013	18:01	600 Good intent call, Other	310 S BENDER AVE	
0469-0	05/23/2013	22:09	322 Motor vehicle accident with	9510 W FM 1960 BYP	
<b>Total Incident Count for 05/23/2013</b>			<b>3</b>	<b>Total Est Loss for 05/23/2013</b>	
0470-0	05/24/2013	11:20	611 Dispatched & cancelled en	1006 CAROLYN CT	
<b>Total Incident Count for 05/24/2013</b>			<b>1</b>	<b>Total Est Loss for 05/24/2013</b>	
0472-0	05/25/2013	02:31	322 Motor vehicle accident with	19500-BL HWY 59 HWY	
0473-0	05/25/2013	12:19	322 Motor vehicle accident with	TOWNSEN BLVD & N HOUSTON	
0474-0	05/25/2013	14:11	700 False alarm or false call,	2200 S HOUSTON AVE	
<b>Total Incident Count for 05/25/2013</b>			<b>3</b>	<b>Total Est Loss for 05/25/2013</b>	
0475-0	05/26/2013	00:28	311 Medical assist, assist EMS	20131 N US 59	
0476-0	05/26/2013	17:45	322 Motor vehicle accident with	18040 N US 59	
0477-0	05/26/2013	20:22	311 Medical assist, assist EMS	19424 MCKAY DR	

City of Humble Fire Department

HFD Monthly Report

Alarm Date Between {05/01/2013} And {05/31/2013}

Inc# -Exp#	Alm Date	Time	Incident Type	Address	Est Loss
<b>Total Incident Count for 05/26/2013</b>			<b>3</b>	<b>Total Est Loss for 05/26/2013</b>	
0478-0	05/27/2013	21:14	154 Dumpster or other outside	510 S BENDER AVE	
<b>Total Incident Count for 05/27/2013</b>			<b>1</b>	<b>Total Est Loss for 05/27/2013</b>	
0479-0	05/28/2013	13:20	611 Dispatched & cancelled en	9930 W FM 1960 BYP	
0480-0	05/28/2013	14:16	311 Medical assist, assist EMS	19424 MCKAY DR	
0481-0	05/28/2013	16:34	444 Power line down	704 MAIN ST	
<b>Total Incident Count for 05/28/2013</b>			<b>3</b>	<b>Total Est Loss for 05/28/2013</b>	
0482-0	05/29/2013	14:19	413 Oil or other combustibile	MCDUGALD RD & WILSON RD	
0483-0	05/29/2013	14:30	730 System malfunction, Other	20426 N US 59	
0484-0	05/29/2013	17:08	311 Medical assist, assist EMS	1327 BRENDA LN	
0485-0	05/29/2013	18:26	311 Medical assist, assist EMS	19901 E TOWNSEN BLVD	
<b>Total Incident Count for 05/29/2013</b>			<b>4</b>	<b>Total Est Loss for 05/29/2013</b>	
0486-0	05/30/2013	12:42	322 Motor vehicle accident with	S HOUSTON AVE & ISAACKS RD	
0487-0	05/30/2013	13:13	735 Alarm system sounded due to	1700 WILSON RD	
0488-0	05/30/2013	22:18	131 Passenger vehicle fire	WILSON RD & ATASCOCITA RD	\$10,000
0489-0	05/30/2013	22:24	111 Building fire	210 E FM 1960 BYP	\$5,000
<b>Total Incident Count for 05/30/2013</b>			<b>4</b>	<b>Total Est Loss for 05/30/2013</b>	
0490-0	05/31/2013	09:05	733 Smoke detector activation	800 E MAIN ST	
0491-0	05/31/2013	13:20	730 System malfunction, Other	19657 N US 59	
0492-0	05/31/2013	13:34	740 Unintentional transmission	1219 CARPENTER RD	
0493-0	05/31/2013	19:10	322 Motor vehicle accident with	20900 N US 59 HWY	
0494-0	05/31/2013	19:14	745 Alarm system activation, no	19211 MCKAY DR	
0495-0	05/31/2013	19:46	730 System malfunction, Other	19657 N US 59	
<b>Total Incident Count for 05/31/2013</b>			<b>6</b>	<b>Total Est Loss for 05/31/2013</b>	
<b>Total Incident Count</b>			<b>83</b>	<b>Total Est Loss</b>	
					<b>\$45,500</b>

City of Humble Fire Department

HFD Monthly Report

Alarm Date Between {05/01/2013} And {05/31/2013}

---

Census Tract	Count	Pct of Incidents	Est Losses	Pct of Losses
001 . North of First Street	43	51.80 %	\$35,500	78.02 %
002 . South of First Street	40	48.19 %	\$10,000	21.98 %
<b>Total Incident Count:</b> 83			<b>Total Est Losses:</b> \$45,500	

City of Humble Fire Department

HFD Monthly Report

Alarm Date Between {05/01/2013} And {05/31/2013}

Incident Type	Description	Count	Aid Given	Aid Received
111	Building fire	3	0	1
131	Passenger vehicle fire	2	0	1
141	Forest, woods or wildland fire	1	0	0
151	Outside rubbish, trash or waste fire	1	0	0
154	Dumpster or other outside trash receptacle fire	1	0	0
160	Special outside fire, Other	1	0	0
311	Medical assist, assist EMS crew	8	0	0
320	Emergency medical service, other	4	0	1
321	EMS call, excluding vehicle accident with injury	5	0	0
322	Motor vehicle accident with injuries	17	0	0
350	Extrication, rescue, Other	1	0	0
352	Extrication of victim(s) from vehicle	1	0	0
412	Gas leak (natural gas or LPG)	1	0	0
413	Oil or other combustible liquid spill	2	0	0
440	Electrical wiring/equipment problem, Other	1	0	0
444	Power line down	1	0	0
445	Arcing, shorted electrical equipment	1	0	0
511	Lock-out	1	0	0
600	Good intent call, Other	2	0	0
611	Dispatched & cancelled en route	7	0	0
622	No Incident found on arrival at dispatch address	1	0	0
651	Smoke scare, odor of smoke	1	0	0
700	False alarm or false call, Other	2	0	0
710	Malicious, mischievous false call, Other	1	0	0
730	System malfunction, Other	3	0	0
733	Smoke detector activation due to malfunction	2	0	0
735	Alarm system sounded due to malfunction	3	0	0
740	Unintentional transmission of alarm, Other	3	0	0
744	Detector activation, no fire - unintentional	1	0	0
745	Alarm system activation, no fire - unintentional	5	0	0

City of Humble Fire Department

Unit Response Time Analysis

Alarm Date Between {05/01/2013} And {05/31/2013}

---

Response		Count	Percentage
Hrs	Mins		
	< 01	3	2.1%
	01	14	10.2%
	02	18	13.1%
	03	37	27.0%
	04	26	18.9%
	05	17	12.4%
	06	6	4.3%
	07	3	2.1%
	08	3	2.1%
	09	3	2.1%
	12	1	0.7%
	13	1	0.7%
	16	2	1.4%
	18	1	0.7%
	39	1	0.7%
	46	1	0.7%

Overall Average Response Time: 00:05:02

City of Humble Fire Department

HFD Monthly Report

Date Between {01/01/2013} And {05/31/2013}

Count	Description
3	10 Attic Ladder
1	14 Roof Ladder
3	Aerial ladder
1	Air Bags - High pressure
1	Auto Pulse
4	Axe
3	Backboard
3	Blue Bag
250	Booster Line
2	C-Collar Bag
3	Chain Saw
1	C02 Extinguisher
29	Cones/Flares/Stobes
4	Cribbing
0	Cut off Saw
17	Dispersant
2	Dry Chemical Extinguisher
4	EMS Drugs
904	EMS Gloves
1	Extension Ladder
4	Fire Broom
155	Flash Light
25	Foam
5	Gas Detector
14	Generator
255	Water Extinguisher
7	Haligan Bar
19	Hand Tools
1,092	Handheld 800 Radio
2,304	1.75 inch Hose
2	2.5 inch Hose
75	3 inch Hose
635	4 inch Hose
1,650	Forestry Hose
3	House Box
2	Hydraulic Tools
9	Light Tower
9	Lucas Device
15	Pike Pole
3	PPV Fan
10	Red Bag
44	SCBA
5	Shovel

City of Humble Fire Department

HFD Monthly Report

Date Between {01/01/2013} And {05/31/2013}

---

Count	Description
1	Spreader
1	Suction Unit
12	Thermal Imager
263	Traffic Vest
42,533	Water Used
4	Zoll Monitor



# City of Humble Fire Department

108 W. Main Street • Humble, Texas 77338 • (281) 446-2212 • Fax: (281) 446-3126

Gary W. Outlaw  
Fire Chief  
goutlaw@cityofhumble.net

## City of Humble Fire Department Overtime / May, 2013

### Overtime for Pay Period Ending: May 10, 2013

4/26/13	S. Blake	1 hour
4/26/13	S. Cantu	10 hours
4/26/13	J. Franks	9.5 hours
4/26/13	B. Luscomb	10 hours
4/26/13	M. Mullins	9.5 hours
4/26/13	P. Stanford	8.5 hours
4/27/13	B. Fleming	1.25 hours
5/1/13	S. Cantu	9 hours
5/6/13	B. Fleming	1 hour
5/7/13	S. Blake	9.5 hours
5/7/13	S. Cantu	9.5 hours
5/7/13	D. Johnson	9.5 hours
	<b>Total</b>	<b>88.25 Hours</b>
Part-time	E. Cash	8 hours



# City of Humble Fire Department

108 W. Main Street • Humble, Texas 77338 • (281) 446-2212 • Fax: (281) 446-3126

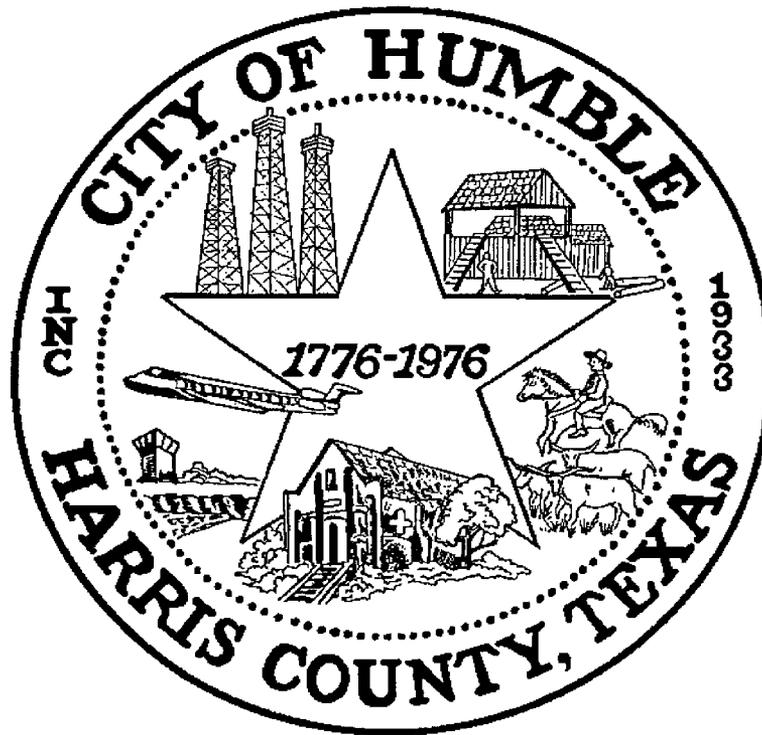
Gary W. Outlaw  
Fire Chief  
goutlaw@cityofhumble.net

## Overtime for Pay Period Ending: May 28, 2013

5/11/13	T. Bailey	9.5 hours
5/13/13	T. Bailey	.75 hours
5/19/13	T. Bailey	1 hour
5/21/13	B. Fleming	8 hours
5/21/13	J. Gosselin	8 hours
5/21/13	B. Luscomb	9 hours
5/21/13	E. Niemeyer	8 hours

**Total** **44.25 Hours**

**CITY OF HUMBLE**  
**PUBLIC WORKS DEPARTMENT**  
**MAY 2013**  
**MONTHLY REPORT**



**BARRY K. BROCK**  
**DIRECTOR OF PUBLIC WORKS**  
June 7, 2013

**PUBLIC WORKS DEPARTMENT**

**MAY 2013**

**MONTHLY PROJECT REPORTS**

# TABLE OF CONTENTS

Project Summary .....page 2

## Street & Drainage Projects

Townsen West Improvements .....page 3  
Willow Street & Jordan's Gully Improvements .....page 4  
2013 Asphalt Pavement Improvements .....page 5  
2013 Concrete Pavement Improvements .....page 6

## Water Projects

Water Plant #6 Elevated and Ground Storage Tanks Rehab .....page 7  
First St. Utility Extension .....page 8

## Wastewater Projects

Sanitary Sewer Rehabilitation - Phase IV .....page 9

## Miscellaneous Projects

Miscellaneous .....page 10

## PROJECT SUMMARY

<i>Project</i>	<i>Engineer</i>	<i>Contractor</i>	<i>Cost</i>	<i>Date Completion</i>
Townsen West Improvements	ARKK Engineers		\$ 1,100,000.00 Est. \$ <u>173,700.00 Eng.</u> \$ 1,273,700.00 Est.Tot.	Advertise – 4/2013 Award – 5/2013
Willow Street & Jordan's Gully Improvements	HDR - Claunch & Miller, Inc		\$ 1,588,100.00 Est. \$ <u>273,035.00 Eng.</u> \$ 1,861,135.00 Est.Tot.	Advertise – 6/2013 Award- 7/2013
2013 Concrete Pavement Improvements	ARKK Engineers		\$ 12,000,000 Est <u>1,347,300 Eng.</u> \$ 13,347,300 Est. Tot.	
2013 Asphalt Pavement Improvements	ARKK Engineers		Included with Concrete Project Cost	
Water Plant #6 Elevated and Ground Storage Tank rehab	ARKK Engineers	MK Painting	\$ 629,000.00 Bid \$ <u>108,500.00 Eng.</u> \$ 737,500.00 Tot.	Awarded – 1/2013 Completed – 11/2013
First St. Utility Extension	ARKK Engineers		\$ 250,000.00 Bid \$ <u>59,000.00 Eng.</u> \$ 309,000.00 Tot.	
Sanitary Sewer Rehabilitation - Phase IV	ARKK Engineers	Lopez Utilities	\$ 831,226.00 Bid \$ <u>137,300.00 Eng.</u> \$ 968,526.00 Tot.	Awarded – 12/2012 Completed – 7/2013

<b>Under Construction</b>	<b>\$1,706,026.00</b>
<b>Under Design</b>	<b>\$16,791,135.00</b>
<b>Total</b>	<b>\$18,497,161.00</b>

# STREET PROJECT

## Townsen West Improvements

### Project Description -

This project will add an additional two lanes to complete the Boulevard section west of Target shopping center to the north-south section of West Townsen Blvd.

### Engineers – ARKK Engineer, L.L.C.

Project Cost -           \$ 1,100,000 Est.  
                                  \$ 173,000 Eng.  
                                  \$ 1,273,700 Est. Tot.

### Status –

We opened bids on May 9, 2013 and are waiting for Engineer's recommendation.

### Townsen East Bound



### Townsen West Bound



## STREET PROJECT

### Willow Street & Jordan's Gully Improvements

#### Project Description -

This project will include the paving, utilities and drainage improvements on Willow Street and the re-grading and improvements to Jordan's Gully from South Houston Avenue eastward for approx. 1,500 feet including the removal of the two existing driveways and replacing one of the existing driveways with larger culverts. Also west of South Houston Avenue for approx. 1,200 feet, the existing enclosed storm sewer will be removed and replaced with a open channel system along with a detention pond.

#### Willow Street



#### Engineers – HDR Engineer, L.L.C.

Project Cost -           \$ 1,588,100 Est.  
                                  \$ 273,035 Eng  
                                  \$ 1,861,135 est. Tot

#### Status –

Council approved the engineering firm of HDR Engineers Inc. for the design of this project at the November 20, 2012 Council Meeting. Engineering has submitted the 90% design phase for review and comments. We should be ready to advertise for bids in June of 2013.

#### Jordan's Gully West



## **STREET PROJECT** **2013 Pavement Improvements**

### **Project Description - Asphalt Pavement**

This Project includes the asphalt pavement improvements to Wilson Rd. from Will Clayton to Atascocita Rd. along with the replacement of the existing water line. This Project also includes asphalt pavement improvements to Railroad Avenue from Higgins to First St., Ave. D south of Staitti St., Ave. H from Main St. to Granberry, Granberry from Ave. H to Houston Ave., Anne Ave., from Windswept to Sharon, JL Ranchland side streets and Grace Lane.

### **Engineers – ARKK Engineer, L.L.C.**

### **Project Cost -**

Included with the Concrete Project

### **Status –**

The Council amended the Engineering design Contract to ARKK Engineers, LLC at the April 11th, 2013 Council meeting. The Engineer has ordered the survey for the Project which should take approximately 30-60 days. Designs will go parallel with the survey.

**STREET PROJECT**  
**2013 Concrete Pavement Improvement**

**Project Description -**

This Project includes the Concrete Pavement Improvements to the area north of First St., bounded by Charles St., 7<sup>th</sup> St., and Houston Avenue, Higgins between Railroad Ave. and Hwy 59, Charles St. from Higgins to First St., South Memorial from Memorial to dead end, Bender and Township, Main St. from Railroad Ave. to Hwy. 59, Davis Street from South Houston to Main Street, Windswept from Montgomery to HCFCD Ditch. This project will also replace the water line at Inter-continental Village and various sidewalks within commercial and school areas.

**Engineers – ARKK Engineer, L.L.C.**

<b><u>Project Cost -</u></b>	\$ 12,000,000 Est
	<u>1,347,300 Eng</u>
	\$ 13.347.300 Est.Tot.

**Status –**

The Council amended the Engineering design Contract to ARKK Engineers, LLC at the April 11th, 2013 Council meeting. The Engineer has ordered the survey for the Project which should take approximately 30-60 days. Designs will go parallel with the survey.

## WATER PROJECTS

### Water Plant #6 Elevated and Ground Storage Tank Rehabilitation

#### Project Description -

This project involves the removal and repainting the exterior coating of the 500,000 gallons elevated storage tank and the 750,000 gallon ground storage tanks located at Water Well Site #6 on Rankin Road.

500,000 Gallons

Engineers – ARKK Engineer, L.L.C.

Project Cost -       \$ 629,000.00 Bid  
                              108,500.00 Eng  
                              \$ 737,500.00 Est. Tot.

#### Status –

The Council awarded the Contract to MK Painting at the January 3, 2013 Council meeting in the amount of \$629,000. The Contractor has completed the inside of the Elevated and Ground storage tanks. He has started on the outside of the ground storage tank. This project has 270 calendar days to be completed.



## WATER PROJECTS

### First Street Utility Extension Project

#### Project Description -

This Project includes the extending the sanitary sewer along First Street from Wilson Road to the newly annexed property on the east City Limits. This project also include the relocation of the existing City of Houston's water meter from its present location and moving it to the newly annexed property on the east City Limits.

#### Engineers – ARKK Engineer, L.L.C.

<u>Project Cost -</u>	\$ 250,000.00 Bid
	\$ <u>59,000.00 Eng.</u>
	\$ 309,000.00 Tot.

#### Status –

The Council awarded the Engineer Contract to ARKK Engineers at the May 23, 2013 Council meeting in the amount of \$59,000.

# WASTEWATER PROJECTS

## Sanitary Sewer Rehabilitation – Phase IV

### Project Description –

This project consists of the replacement and rehabilitation of several deteriorated sanitary sewer lines throughout the City. This Phase is our continuing efforts to meet our Administrative Order from the TCEQ for SSO sanitary sewer overflows. The Council approved the engineering firm of ARKK Engineers for the design of this project at the April 4, 2012 Council Meeting.

### Engineers – ARKK Engineer, L.L.C.

Project Cost -           \$ 831,226.00 BID  
                                  \$ 137,300.00 Eng.  
                                  \$ 968,526.00 Total

**Status** – The Contractor has completed all of the Sewer Rehab and now working on completing manhole rehab. He should be completed in July.

### Burdom



### Willow



## **VEHICLE MAINTENANCE DEPARTMENT**

**Repairs on Vehicles: (182)**

**Scheduled Service: (23)**

**Number of Vehicles Serviced: (106)**

## **WATER & WASTEWATER OPERATION & TREATMENT DEPARTMENT**

### **Miscellaneous Water Operations: (5)**

- ◆ Monthly Maintenance
- ◆ Painted well motor and piping at well #7 & 8
- ◆ Chlorinator Maintenance came out and performed PM's on all chlorinators at well sites
- ◆ Installed new soft start on well motor at well #8
- ◆ Contractor painted ground storage tank at well #6. Started sand blasting Elevated Tower at well #6

### **Miscellaneous Wastewater Operations: (9)**

- ◆ Monthly Maintenance
- ◆ Pulled pump #1 at S. Houston liftstation
- ◆ Cleaned both check valves at S. Houston liftstation
- ◆ Replaced starter on bypass pump at Northshire liftstation
- ◆ Painted valves on head works and painted piping on liftstation at Treatment Plant
- ◆ Pulled pump #2 at S. Houston liftstation and sent to shop for repairs
- ◆ Replaced level transducer at S. Houston liftstation
- ◆ Changed bypass connections from camlock to bower fittings at Humble Place, Wilson Road, J & L Ranchland and Timberwood liftstations
- ◆ Pulled pump #2 at Timberwood liftstation and sent to shop for repairs. Also, cleaned rocks and debris from liftstation

### **Generators: (3)**

- ◆ Monthly Maintenance
- ◆ Fueled up generators at Public Works, City Hall, Firestation #2, Well #8, Well #9 and Well #7
- ◆ W/P came out and changed oil and serviced all generators

### **Confined Space Entries: (0)**

- ◆ No confined entries performed in the month of February

**CITY OF HUMBLE**

**MAY 2013**

**MONTHLY GASOLINE REPORT**

---

**CITY OF HUMBLE**  
**MONTHLY GASOLINE REPORT**  
**May-13**

<b>DEPARTMENT</b>	<b>UNLEADED</b>	<b>DIESEL</b>	<b>TOTAL</b>	<b>UNLEADED</b>	<b>DIESEL</b>
ADMINISTRATION	197.3	0	197.3	2.08%	0.00%
STREET	557.4	404.2	961.6	5.87%	35.47%
FIRE	106.6	206.7	313.3	1.12%	18.14%
EMS	685.2	14.6	699.8	7.21%	1.28%
POLICE	6115	0	6115	64.36%	0.00%
PARK	345.8	71	416.8	3.64%	6.23%
ANIMAL CONTROL	83.1	0	83.1	0.87%	0.00%
INSPECTIONS	281.1	0	281.1	2.96%	0.00%
VEH MAINT	0	0	0	0.00%	0.00%
FIRE MARSHAL	108.8	0	108.8	1.15%	0.00%
BLD MAINT	81.8	0	81.8	0.86%	0.00%
WATER	229.1	268	497.1	2.41%	23.52%
SEWER	294.4	174.9	469.3	3.10%	15.35%
SENIOR ACTIVITY	221.7	0	221.7	2.33%	0.00%
CIVIC CENTER	194.5	0	194.5	2.05%	0.00%
<b>TOTAL</b>	<b>9501.8</b>	<b>1139.4</b>	<b>10641.2</b>	<b>100.00%</b>	<b>100.00%</b>



**Summary - Account**

Report Range: 05/01/2013 to 05/31/2013

**Summary for Account: 1 ADMINISTRATION**

USE COUNT	AVERAGE MPG	PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
10	0.00	UNLEADED	197.30	\$0.00
		TOTAL	197.30	\$0.00

**Summary for Account: 2 STREET DEPARTMENT**

USE COUNT	AVERAGE MPG	PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
51	8.23	DIESEL	404.20	\$0.00
		UNLEADED	557.40	\$0.00
		TOTAL	961.60	\$0.00

**Summary for Account: 3 FIRE DEPT.**

# Summary - Account

Report Range: 05/01/2013 to 05/31/2013

USE COUNT	AVERAGE MPG	PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
21	1.38	DIESEL	206.70	\$0.00
		UNLEADED	106.60	\$0.00
		TOTAL	313.30	\$0.00

Summary for Account: 4 POLICE DEPT.

USE COUNT	AVERAGE MPG	PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
528	12.09	UNLEADED	6,110.90	\$0.00
		TOTAL	6,110.90	\$0.00

Summary for Account:

USE COUNT	AVERAGE MPG	PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
1	0.00	UNLEADED	4.10	\$0.00
		TOTAL	4.10	\$0.00

Summary for Account: 6 PARK DEPT.

# Summary - Account

Report Range: 05/01/2013 to 05/31/2013

---

USE COUNT	AVERAGE MPG	PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
19	2.24	DIESEL	71.00	\$0.00
		UNLEADED	345.80	\$0.00
		TOTAL	416.80	\$0.00

*Summary for Account: 7 ANIMAL CONTROL DEPT.*

USE COUNT	AVERAGE MPG	PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
4	0.00	UNLEADED	83.10	\$0.00
		TOTAL	83.10	\$0.00

*Summary for Account: 9 INSPECTION DEPT.*

USE COUNT	AVERAGE MPG	PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
15	0.00	UNLEADED	281.10	\$0.00
		TOTAL	281.10	\$0.00

*Summary for Account: 12 FIRE MARSHAL*

# Summary - Account

Report Range: 05/01/2013 to 05/31/2013

USE COUNT	AVERAGE MPG	PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
5	30.25	UNLEADED	108.80	\$0.00
		TOTAL	108.80	\$0.00

## Summary for Account: 13 BUILDING MAINTENANCE

USE COUNT	AVERAGE MPG	PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
3	333.30	UNLEADED	81.80	\$0.00
		TOTAL	81.80	\$0.00

## Summary for Account: 15 CIVIC CENTER

USE COUNT	AVERAGE MPG	PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
11	14.92	UNLEADED	194.50	\$0.00
		TOTAL	194.50	\$0.00

## Summary for Account: 20 WATER DEPT.

# Summary - Account

Report Range: 05/01/2013 to 05/31/2013

USE COUNT	AVERAGE MPG	PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
24	41.66	DIESEL	268.00	\$0.00
		UNLEADED	229.10	\$0.00
		TOTAL	497.10	\$0.00

Summary for Account: 30 SEWER DEPT.

USE COUNT	AVERAGE MPG	PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
19	2.76	DIESEL	174.90	\$0.00
		UNLEADED	294.40	\$0.00
		TOTAL	469.30	\$0.00

Summary for Account: 31 EMS

USE COUNT	AVERAGE MPG	PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
57	1.18	DIESEL	14.60	\$0.00
		UNLEADED	685.20	\$0.00
		TOTAL	699.80	\$0.00

Summary for Account: 1502 SENIOR ACTIVITY CENT

# Summary - Account

Report Range: 05/01/2013 to 05/31/2013

USE COUNT	AVERAGE MPG	PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
15	0.00	UNLEADED	221.70	\$0.00
		TOTAL	221.70	\$0.00
REPORT TOTALS				
		TOTAL TRANSACTIONS	783	AVG MPG 11.89
		TOTAL QTY	10,641.20	TOTAL AMT \$0.00

**PUBLIC WORKS DEPARTMENT**

**MAY 2013**

**OVERTIME / COMPTIME**

**MONTHLY REPORT**

---

**Monthly Overtime / Comptime Report**  
**City of Humble Public Works Department**  
**May 2013**

Employee	Emergency Call	Weekend Duty	After Hour Maint	Rec Hall Duty	Total O.T.	Total Comp
Jason Campbell					24	
Steve Filmore						
Tommy Hosler					20	
Louis Johnson						
Mark Knight						
Mike Schultz						
Clint Staggs					24	12
<b>Total:</b>					68	12

Employee	Emergency Call	Weekend Duty	After Hour Maint	Rec Hall Duty	Total O.T.	Total Comp
Billy Baucam						9
Angel Cuellar					44.5	
Ray Davis						10.5
Ray Flores					13.5	3
Kevin Gunn					29	
Gordon Meadows					8.5	
Leroy Naquin					43	6
Mike Richard					26	19.5
<b>Total:</b>					164.5	39

Employee	Emergency Call	Weekend Duty	After Hour Maint	Rec Hall Duty	Total O.T.	Total Comp
Clint Coombs					14.5	
Kevin Emerson					2	
Chancey Kellar						
Jack Lemoine					22	
Mike Pizzitola					31	7.5
Gary Poindexter					13	
Dusty Tullos						3.75
Joel Villa						
Stacy Williams						7.5
<b>Total:</b>					82.5	18.75

Employee	Emergency Call	Weekend Duty	After Hour Maint	Rec Hall Duty	Total O.T.	Total Comp
Frank Alexander						
Ryan Killion						
Bill Neeley						
<b>Total:</b>					0	0

**Monthly Overtime / Comptime Report  
City of Humble Public Works Department  
May 2013**

<b>Employee</b>	<b>Emergency Call</b>	<b>Weekend Duty</b>	<b>After Hour Maint</b>	<b>Rec Hall Duty</b>	<b>Total O.T.</b>	<b>Total Comp</b>
George McCaa						
Fred Hawkins						
<b>Total:</b>					0	0
<b>Employee</b>	<b>Emergency Call</b>	<b>Weekend Duty</b>	<b>After Hour Maint</b>	<b>Rec Hall Duty</b>	<b>Total O.T.</b>	<b>Total Comp</b>
Randy Scott					31	
<b>Total:</b>					31	0

**WATER DEPARTMENT**

**MAY 2013**

**MONTHLY REPORT**

---



**TCEQ MONTHLY REPORT**  
**Water Works Operation for**  
**Ground Water Supplies**

SEND REPORT TO: TCEQ  
P.O. BOX 13087  
Austin, Tx. 78711-3087

(1) Name of System: CITY OF HUMBLE County: HARRIS

(1a) System I.D. No.: 1010014 Month of: May-13

Day	PUMPAGE TO DISTRIBUTION SYSTEM IN THOUSAND GALS.					(6) PURCHASED	(7) SOLD
	(2) DIRECT	(3) FROM GND.	(4) TOTAL	(5) DISINFECTION		FROM C/O	TO C/O
	FROM WELLS	STORAGE	PUMPAGE	Cl2 Lbs.	NH3N Gal.	HOUSTON	HOUSTON
1	826	1285	2928	50	12	817	156
2	791	1286	2999	44	15	922	143
3	720	1397	3036	49	15	919	133
4	789	1367	3073	46	13	917	152
5	777	1472	3168	47	17	919	133
6	771	1524	3215	50	16	920	202
7	721	1650	3288	50	16	917	134
8	846	1699	3469	54	19	924	177
9	810	1397	3122	49	16	915	177
10	843	1271	3039	46	13	925	134
11	828	916	2664	38	12	920	179
12	1026	1170	3117	43	10	921	155
13	820	931	2671	42	8	920	132
14	163	1537	2619	35	12	919	175
15	1039	1523	3482	57	17	920	144
16	659	1482	3060	45	19	919	218
17	800	1268	2989	47	16	921	159
18	837	1371	3128	51	13	920	162
19	891	1504	3313	54	14	918	214
20	936	1727	3580	61	16	917	163
21	873	1483	3277	69	16	921	215
22	848	1526	3292	53	17	918	163
23	749	1419	3087	50	14	919	164
24	793	1711	3419	53	16	915	215
25	865	1671	3453	52	16	917	163
26	907	1427	3253	55	13	919	157
27	875	1292	3084	46	13	917	175
28	1017	1986	3919	65	17	916	319
29	932	1438	3388	58	15	1018	172
30	718	1464	3201	49	15	1019	208
31	667	1371	3056	46	12	1018	216
<b>TOTAL</b>	<b>25137</b>	<b>44565</b>	<b>98389</b>	<b>1554</b>	<b>453</b>	<b>28687</b>	<b>5409</b>
<b>AVG.</b>	<b>811</b>	<b>1438</b>	<b>3174</b>	<b>50</b>	<b>15</b>	<b>925</b>	<b>174</b>
<b>MAX.</b>	<b>1039</b>	<b>1986</b>	<b>3919</b>	<b>69</b>	<b>19</b>	<b>1019</b>	<b>319</b>
<b>MIN.</b>	<b>163</b>	<b>916</b>	<b>2619</b>	<b>35</b>	<b>8</b>	<b>817</b>	<b>132</b>

(10) No. of active water services: 3820

(11) Chemical analysis: July-12

(12) Dates and results of distribution bacteriological analyses:

15 Samples, 15 Good Samples.

(13) Dates and results of raw unchlorinated well water samples:

(14) Reservoirs or tanks cleaned: July-12

(15) Dead ends flush: 05/15/13

(16) Over-flow Site / Amount: None

(17) Submitted by / Cert.#: MARK J. KNIGHT / WG0001625

(18) Total Monthly Combined Over-flows: 0

Water Department Monthly Report

May 2013

Rec Date	Problem Description	Address	Street	Cross Street	Activity Description
05/01/2013	CHECK FOR A WATER LEAK	611	FM 1960 BYPASS EAST		NO LEAK FOUND
05/02/2013	CHECK FOR A WATER LEAK	7391	RANKIN RD		
05/06/2013	TURN SERVICE ON	2714	KILLDEER LN		WATER TURN ON
05/06/2013	WATER TURN OFF FOR REPAIR	7113	MOBILE		WATER TURN OFF
05/09/2013	CHECK FOR A WATER LEAK	2822	CANARY LN		LEAK REPAIRED
05/14/2013	WATER ODOR	9850	HESTER ST		CUSTOMERS PROBLEM
05/14/2013	WATER MISC	8623	FM 1960 BYPASS WEST		WATER MISCELLANEOUS
05/17/2013	LOW WATER PRESSURE	2614	EAGLE NEST LN		WATER TURN ON
05/17/2013	NO WATER (WATER IS OFF)	2707	EAGLE NEST LN		WATER TURN ON
05/23/2013	NO WATER (WATER IS OFF)	1243	ATASCOCITA RD		WATER TURN ON
05/24/2013	WATER TURN OFF FOR REPAIR	1117	MEEK ROAD		WATER TURN OFF
05/28/2013	CHECK FOR A WATER LEAK		ROTARY	HUMBLE PLACE	LEAK REPAIRED
05/28/2013	CHECK FOR A WATER LEAK	145	DAVIS		LEAK REPAIRED
05/29/2013	NO WATER (WATER IS OFF)	17111	MEMPHIS		WATER TURN ON
05/30/2013	WATER TURN OFF FOR REPAIR	20550	TOWNSEN RD		WATER TURN OFF
05/31/2013	CHECK FOR A WATER LEAK	2135	HOUSTON AVE SOUTH		PRIVATE LEAK

**WASTEWATER DEPARTMENT**

**MAY 2013**

**MONTHLY REPORT**

---

**City of Humble  
Wastewater Pumpage Report 2013**

Month	Total Monthly Treated	Peak Daily Treated	Low Daily Treated	Average Daily Treated
January	57,663	2,993	1,659	1,922
February	50,181	2,192	1,637	1,858
March	53,905	1,909	1,650	1,796
April	54,881	2,573	1,668	1,892
May	56,263	2,595	1,638	1,875
June				
July				
August				
September				
October				
November				
December				
<b>Total</b>	<b>272,893</b>	<b>12,262</b>	<b>8,252</b>	<b>9,343</b>
<b>Maximum</b>	<b>57,663</b>	<b>2,993</b>	<b>1,668</b>	<b>1,922</b>
<b>Minimum</b>	<b>50,181</b>	<b>1,909</b>	<b>1,637</b>	<b>1,796</b>
<b>Average</b>	<b>54,579</b>	<b>2,452</b>	<b>1,650</b>	<b>1,869</b>

**Difference Between  
Water Pumped vs.  
Wastewater Treated**

Total Water Pumped	Wastewater Treated	Pumped vs. Treated	Percent Treated
78,499	57,663	20,836	73.46%
73,857	50,181	23,676	67.94%
92,505	53,905	38,600	58.27%
87,053	54,881	32,172	63.04%
98,389	56,263	42,126	57.18%
<b>430,303</b>	<b>272,893</b>	<b>157,410</b>	<b>63.42%</b>

EPA- TX0034401  
TCEQ-0010763-0

**City Of Humble**  
**Southwest Wastewater Treatment Facility**  
Month: May-13

Date	Temp.	Rain	Flow Meter	Total Flow	CBOD	T.S.S.	NH3N	Effluent			Temp.	Sample Flow	Non Potable Water	Lbs Cl2
								Fecal	pH	DO				
<b>LROPM</b>			<b>4,348,074</b>											
1-May	80		4,349,960	1,886,000	2.2	1	0.1	<10	7.67	6.45	26	2.07	170,000	3
2-May	71		4,351,793	1,833,000	2	1	0.1	<10	7.85	7.87	26	2.05	131,000	1
3-May	50		4,353,644	1,851,000				<10				2.4	153,000	1
4-May	74		4,355,523	1,879,000				<10				0.6	128,000	0
5-May	68		4,357,381	1,858,000				<10				0.8	105,000	0
6-May	63		4,359,132	1,751,000				<10				2.5	107,000	0
7-May	56		4,360,884	1,752,000				<10				2.2	199,000	0
8-May	61		4,362,693	1,809,000	2	1	0.1	<10	7.62	7.92	25	2.49	191,000	5
9-May	75		4,364,527	1,834,000	2	1	0.1	<10	7.74	8.15	26	1.87	191,000	3
10-May	71	0.5	4,366,474	1,947,000				<10				3.49	162,000	2
11-May	74	1.4	4,369,069	2,595,000				<10				1.39	111,000	1
12-May	74		4,371,012	1,943,000				<10				1.13	96,000	2
13-May	55		4,372,650	1,638,000				<10				1.93	71,000	5
14-May	66		4,374,544	1,894,000				<10				1.8	202,000	4
15-May	73		4,376,323	1,779,000	2	2.4	0.1	<10	7.56	7.57	26	1.79	133,000	4
16-May	73	0.3	4,378,284	1,961,000	2	3	0.3	<10	7.6	7.62	26	2.34	180,000	4
17-May	78		4,380,164	1,880,000				<10				1.9	163,000	4
18-May	84		4,382,112	1,948,000				<10				0.7	143,000	7
19-May	77		4,383,823	1,711,000				<10				0.9	118,000	4
20-May	78		4,385,741	1,918,000				<10				1.88	144,000	3
21-May	80		4,387,683	1,942,000				<10				2.02	176,000	7
22-May	74	0.14	4,389,592	1,909,000	2	1	0.1	<10	7.59	7.18	28	1.52	173,000	3
23-May	77		4,391,384	1,792,000	2	1	0.1	<10	7.52	7.17	28	2.1	130,000	3
24-May	77		4,393,273	1,889,000				<10				2.09	145,000	6
25-May	79		4,395,197	1,924,000				<10				0.45	176,000	1
26-May	79		4,397,038	1,841,000				<10				0.45	140,000	5
27-May	79		4,398,692	1,654,000				0				1.16	134,000	6
28-May	78		4,400,435	1,743,000				0				0	134,000	4
29-May	83		4,402,269	1,834,000				0	7.58	7.56	28	0	184,000	6
30-May	78		4,404,246	1,977,000				0	7.63	7.58	28	0	178,000	5
31-May	82		4,406,223	1,977,000				0				0	233,000	6
<b>Total</b>	<b>2187</b>	<b>2.34</b>		<b>56,263,000</b>	<b>14</b>	<b>10.4</b>	<b>0.9</b>	<b>0</b>	<b>68.69</b>	<b>68.62</b>	<b>241</b>	<b>43.95</b>	<b>4,701,000</b>	<b>112</b>
<b>Avg</b>	<b>73</b>	<b>1</b>		<b>1,875,433</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>7.63</b>	<b>7.62</b>	<b>27</b>	<b>1</b>	<b>151,645</b>	<b>3.61</b>
<b>Min.</b>	<b>50</b>	<b>0.14</b>		<b>1,638,000</b>	<b>2</b>	<b>1</b>	<b>0.1</b>	<b>0</b>	<b>7.52</b>	<b>7.17</b>	<b>25</b>	<b>0</b>	<b>71,000</b>	<b>0</b>
<b>Max.</b>	<b>84</b>	<b>1.4</b>		<b>2,595,000</b>	<b>2</b>	<b>3</b>	<b>0.3</b>	<b>0</b>	<b>7.85</b>	<b>8.15</b>	<b>28</b>	<b>3.49</b>	<b>233,000</b>	<b>7</b>

Sewer Department Monthly Report  
 May 2013

Rec Date	Problem Description	Address	Street	Activity	Activity Description
05/13/2013	SEWER BACK UP	7422	WOODPECKER BEND	SPB	PRIVATE BLOCKAGE
05/14/2013	SEWER MISC	146	DAVIS	SSBC	SEWER BLOCKAGE (CITY)
05/28/2013	SEWER BACK UP	518	FIRST ST EAST		

**STREET DEPARTMENT**

**MAY 2013**

**MONTHLY REPORT**

---

Street Department Monthly Report  
May 2013

Rec Date	Problem Description	Address	Street	Cross Street	Activity Description
05/01/2013	CUSTOMER REQUEST	7635	PIN OAK DR		PAVING MISCELLANEOUS
05/02/2013	TRIM LIMBS		HIGGINS EAST	AVE C SOUTH	REMOVE FALLEN TREE FROM ROADWAY
05/03/2013	CUSTOMER REQUEST		FIRST ST EAST	AVE H NORTH	
05/06/2013	REPAIR TRAFFIC SIGNAL		HIGHWAY 59 EASTEX FRWY	FM 1960 BYPASS EAST	NOTIFIED TRAFFIC SIGNAL DIVISION
05/07/2013	BARRICADE CONST / MAINTENANCE		LANDSHIRE DR		CONSTRUCTED NEW BARRICADE
05/08/2013	TRIM LIMBS				TRIM LOW HANGING LIMBS
05/09/2013	TRIM LIMBS	522	WINDSWPT DR		PICK UP TRASH ON ROADWAY
05/23/2013	DRIVEWAY REPAIR		BENDER AVE		REPAIRED DETERIORATING ASPHALT
05/29/2013	IN-HOUSE REQUEST	511	GRANBERRY		

**ANIMAL CONTROL**

**MAY 2013**

**MONTHLY REPORT**

---



Animal Control Monthly Report  
May 2013

Rec Date	Problem Description	Address	Street	Cross Street	Activity Description
05/01/2013	PICK-UP CAT	510	WINDSWEPT DR		PICKED UP STRAY CAT
05/01/2013	P/UP DOG		FMI 1960 EAST		PICKED UP STRAY DOG
05/02/2013	DEAD ANIMAL PICK-UP		WILL CLAYTON PKWY		DEAD ANIMAL PUT IN FREEZER
05/02/2013	P/UP DOG		SANMON DR		ANIMAL GONE ON ARRIVAL
05/02/2013	STRAY	306	WILSON RD		ANIMAL GONE ON ARRIVAL
05/02/2013	TRAPPED WILDLIFE PICK-UP	9839	WESTMINSTER DR		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/02/2013	PICK-UP CAT		WILL CLAYTON PKWY		ANIMAL CONTROL MISC
05/03/2013	P/UP DOG		FMI 1960 EAST		PICKED UP STRAY DOG
05/03/2013	TRAPPED WILDLIFE PICK-UP	7831	BRIAN		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/03/2013	STRAY	304	WILSON RD		ANIMAL GONE ON ARRIVAL
05/04/2013	STRAY		MCDUGALD		ANIMAL GONE ON ARRIVAL
05/04/2013	PICK-UP CAT		BENDER AVE		PICKED UP STRAY CAT
05/06/2013	STRAY	2715	PHEASANT RUN		ANIMAL GONE ON ARRIVAL
05/07/2013	STRAY		HUMMINGBIRD LN		ANIMAL GONE ON ARRIVAL
05/07/2013	DEAD ANIMAL PICK-UP	414	MAIN EAST		DEAD ANIMAL PUT IN FREEZER
05/08/2013	STRAY		GLEN HOLLOW DR		ANIMAL CONTROL MISC
05/08/2013	STRAY	20297	FIELDTREE DR		PICKED UP STRAY DOG
05/08/2013	PICK-UP CAT	1200	CAROLYN ST		ANIMAL GONE ON ARRIVAL
05/08/2013	TRAPPED WILDLIFE PICK-UP	7831	BRIAN		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/08/2013	STRAY	2826	CANARY LN		SET TRAP FOR STRAY DOG
05/09/2013	TRAPPED WILDLIFE PICK-UP	20419	HAVENS EDGE CT		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/09/2013	PICK-UP CAT	1200	CAROLYN ST		PICKED UP STRAY CAT
05/09/2013	LOOSE LIVESTOCK		HOUSTON AVE NORTH		ANIMAL GONE ON ARRIVAL
05/09/2013	PICK-UP CAT	503	STAITTI ST		ANIMAL CONTROL MISC
05/10/2013	PICK-UP CAT	7831	BRIAN		PICKED UP STRAY CAT
05/12/2013	LOOSE LIVESTOCK		HOUSTON AVE SOUTH	RANKIN RD	ANIMAL GONE ON ARRIVAL
05/13/2013	DEAD ANIMAL PICK-UP	701	FIRST ST EAST		DEAD ANIMAL PUT IN FREEZER
05/13/2013	P/UP DOG	2803	KINGFISHER DR		PICKED UP STRAY DOG
05/13/2013	P/UP DOG		FMI 1960 EAST		ANIMAL GONE ON ARRIVAL
05/14/2013	TRAPPED WILDLIFE PICK-UP	10110	CANTERTROT DR		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/15/2013	DEAD ANIMAL PICK-UP		AVE A NORTH		DEAD ANIMAL PUT IN FREEZER
05/15/2013	PICK-UP CAT	334	BOWER		PICKED UP STRAY CAT
05/16/2013	DEAD ANIMAL PICK-UP		ATASCOCITA RD		ANIMAL GONE ON ARRIVAL

Animal Control Monthly Report  
May 2013

05/16/2013	STRAY	509	HERMAN		ANIMAL GONE ON ARRIVAL
05/16/2013	DEAD ANIMAL PICK-UP	2710	WILSON RD		DEAD ANIMAL PUT IN FREEZER
05/16/2013	DEAD ANIMAL PICK-UP	203	AVE G SOUTH		DEAD ANIMAL PUT IN FREEZER
05/16/2013	PICK-UP CAT	2710	WILSON RD		PICKED UP STRAY CAT
05/17/2013	TRAPPED WILDLIFE PICK-UP	9839	WESTMINSTER DR		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/17/2013	PICK-UP CAT		GLEN VALLEY DR.		PICKED UP STRAY CAT
05/15/2013	PICK-UP CAT		GLEN VALLEY DR.		PICKED UP STRAY CAT
05/20/2013	STRAY	304	WILSON RD		ANIMAL GONE ON ARRIVAL
05/20/2013	STRAY	3102	QUAIL RUN		ANIMAL GONE ON ARRIVAL
05/18/2013	PICK-UP CAT	110	AVE F NORTH		PUBLIC SERVICED OWNER TO ADVISE OF PROBLEM
05/20/2013	PICK-UP CAT	1207	FERGUSON		PICKED UP CAT IN A TRAP
05/20/2013	PICK-UP CAT		HIGHWAY 59 EASTEX FRWY	TOWNSEN RD	TOOK CAT TO SHELTER
05/20/2013	STRAY	9815	OLDRIDGE ST		PICKED UP STRAY DOG
05/20/2013	P/UP DOG	615	WILSON RD		PICKED UP STRAY DOG
05/20/2013	DEAD ANIMAL PICK-UP		WILL CLAYTON PKWY		ANIMAL GONE ON ARRIVAL
05/20/2013	P/UP DOG		MAIN EAST		PICKED UP STRAY DOG
05/21/2013	STRAY	304	WILSON RD		SET TRAP FOR STRAY DOG
05/21/2013	DEAD ANIMAL PICK-UP		TOWNSEN RD		ANIMAL GONE ON ARRIVAL
05/22/2013	DEAD ANIMAL PICK-UP	102	GRANBERRY		DEAD ANIMAL PUT IN FREEZER
05/22/2013	TRAPPED WILDLIFE PICK-UP	1703	WILSON RD		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/23/2013	TRAPPED WILDLIFE PICK-UP	1703	WILSON RD		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/23/2013	TRAPPED WILDLIFE PICK-UP	509	HERMAN		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/23/2013	WILDLIFE P/UP	305	ISAACKS RD		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/23/2013	DEAD ANIMAL PICK-UP	503	SHARON		DEAD ANIMAL PUT IN FREEZER
05/23/2013	TRAPPED WILDLIFE PICK-UP		WILL CLAYTON PKWY		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/23/2013	STRAY	504	FIRST ST EAST		ANIMAL GONE ON ARRIVAL
05/24/2013	DEAD ANIMAL PICK-UP	2710	WILSON RD		DEAD ANIMAL PUT IN FREEZER
05/24/2013	TRAPPED WILDLIFE PICK-UP	102	GRANBERRY		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/24/2013	STRAY	200 BLK	HIRSCH		ANIMAL GONE ON ARRIVAL
05/24/2013	TRAPPED WILDLIFE PICK-UP	509	HERMAN		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/24/2013	TRAPPED WILDLIFE PICK-UP	1703	WILSON RD		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/24/2013	STRAY	9309	FM 1960 EAST		ANIMAL GONE ON ARRIVAL
05/24/2013	DEAD ANIMAL PICK-UP		HOUSTON AVE SOUTH		DEAD ANIMAL PUT IN FREEZER
05/24/2013	PICK-UP CAT	304	WILSON RD		PICKED UP STRAY CAT

Animal Control Monthly Report  
May 2013

05/26/2013	TRAPPED WILDLIFE PICK-UP		TOWNSEN RD		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/28/2013	TRAPPED WILDLIFE PICK-UP	9839	WESTMINSTER DR		RELOCATED AND/OR DISPOSED OF
05/28/2013	DEAD ANIMAL PICK-UP	320	MAIN EAST		ANIMAL GONE ON ARRIVAL
05/28/2013	TRAPPED WILDLIFE PICK-UP	7633	RANKIN RD		PICKED UP TRAPPED WILDLIFE AND RELOCATED
05/28/2013	STRAY		FIRST ST EAST		ANIMAL CONTROL MISC
05/28/2013	STRAY		AVE A NORTH		PICKED UP STRAY DOG
05/29/2013	PICK-UP CAT	2710	WILSON RD		PICKED UP STRAY CAT
05/29/2013	PICK-UP CAT		HIGGINS EAST		PICKED UP STRAY CAT
05/30/2013	DEAD ANIMAL PICK-UP		AVE E SOUTH		
05/30/2013	P/UP DOG	714	HERMAN		ANIMAL GONE ON ARRIVAL
05/31/2013	PICK-UP CAT	102	GRANBERRY		PICKED UP CAT IN A TRAP
05/31/2013	STRAY	730	HIRSCH		ANIMAL GONE ON ARRIVAL

**BUILDING MAINTANCE**

**MAY 2013**

**MONTHLY REPORT**

---

Building Maintenance Monthly Report

May 2013

Rec Date	Problem Description	Street	Activity	Activity Description	Comp Date
05/07/2013	MAINTENANCE	BENDER AVE	BM	BUILDING MAINTENANCE	05/07/2013
05/17/2013	MAINTENANCE	BENDER AVE	BM	BUILDING MAINTENANCE	05/17/2013
05/20/2013	MAINTENANCE	BENDER AVE	BM	BUILDING MAINTENANCE	05/20/2013
05/20/2013	MAINTENANCE	BENDER AVE	BM	BUILDING MAINTENANCE	05/20/2013
05/28/2013	MAINTENANCE	BENDER AVE	BM	BUILDING MAINTENANCE	05/28/2013
05/31/2013	MAINTENANCE	MAIN EAST	BM	BUILDING MAINTENANCE	05/31/2013
05/01/2013	MAINTENANCE	BENDER AVE	BM	BUILDING MAINTENANCE	05/01/2013
05/02/2013	MAINTENANCE	MAIN EAST	BM	BUILDING MAINTENANCE	05/02/2013
05/08/2013	MAINTENANCE	BENDER AVE	BM	BUILDING MAINTENANCE	05/08/2013
05/10/2013	MAINTENANCE	MAIN EAST	BM	BUILDING MAINTENANCE	05/10/2013
05/13/2013	MAINTENANCE	BENDER AVE	BM	BUILDING MAINTENANCE	05/13/2013
05/15/2013	MAINTENANCE	MAIN EAST	BM	BUILDING MAINTENANCE	05/15/2013
05/20/2013	MAINTENANCE	HOUSTON AVE SOUTH	BM	BUILDING MAINTENANCE	05/20/2013
05/23/2013	MAINTENANCE	MAIN EAST	BM	BUILDING MAINTENANCE	05/23/2013

**VEHICLE MAINTENANCE**

**MAY 2013**

**MONTHLY REPORT**

---

Vehicle Maintenance Monthly Report  
May 2013

WO Date	Unit #	Activity	Activity Description	Comp Date	Problem	Problem Description
05/07/2013	498	VAC	VEHICLE- AC REPAIR	05/01/2013	VAC	VEHICLE - A/C REPAIR
05/07/2013	498	VTRANS	VEHICLE - TRANSMISSION SERVICE	05/01/2013	VAC	VEHICLE - A/C REPAIR
05/07/2013	498	VTRANS	VEHICLE - TRANSMISSION SERVICE	05/01/2013	VAC	VEHICLE - A/C REPAIR
05/07/2013	200	VBRK	VEHICLE - BRAKE SYSTEM	05/01/2013	VBRK	VEHICLE - BRAKE SYSTEM
05/07/2013	200	VBRK	VEHICLE - BRAKE SYSTEM	05/01/2013	VBRK	VEHICLE - BRAKE SYSTEM
05/07/2013	200	VLTNG	VEHICLE - LIGHTING	05/01/2013	VBRK	VEHICLE - BRAKE SYSTEM
05/07/2013	602	VWwipe	VEHICLE - WIPERS	05/01/2013	VWwipe	VEHICLE - WIPERS
05/07/2013	482	VBRK	VEHICLE - BRAKE SYSTEM	05/01/2013	VBRK	VEHICLE - BRAKE SYSTEM
05/07/2013	482	VSUSP	VEHICLE - SUSPENSION REPAIR	05/01/2013	VBRK	VEHICLE - BRAKE SYSTEM
05/07/2013	482	VSUSP	VEHICLE - SUSPENSION REPAIR	05/01/2013	VBRK	VEHICLE - BRAKE SYSTEM
05/07/2013	482	VER	VEHICLE - ELECTRIC REPAIR	05/01/2013	VBRK	VEHICLE - BRAKE SYSTEM
05/07/2013	482	VER	VEHICLE - ELECTRIC REPAIR	05/01/2013	VBRK	VEHICLE - BRAKE SYSTEM
05/07/2013	482	VAC	VEHICLE - AC REPAIR	05/01/2013	VBRK	VEHICLE - BRAKE SYSTEM
05/07/2013	481	VAC	VEHICLE - AC REPAIR	05/01/2013	VBRK	VEHICLE - BRAKE SYSTEM
05/07/2013	491	VAC	VEHICLE - AC REPAIR	05/01/2013	VAC	VEHICLE - A/C REPAIR
05/07/2013	327	VLTNG	VEHICLE - LIGHTING	05/02/2013	VLTNG	VEHICLE - LIGHTING
05/07/2013	328	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	05/02/2013	VMISC	VEHICLE - MISCELLANEOUS REPAIRS
05/07/2013	493	VBRK	VEHICLE - BRAKE SYSTEM	05/02/2013	VBRK	VEHICLE - BRAKE SYSTEM
05/07/2013	301	VAC	VEHICLE - AC REPAIR	05/02/2013	VAC	VEHICLE - A/C REPAIR
05/07/2013	481	VAC	VEHICLE - AC REPAIR	05/02/2013	VAC	VEHICLE - A/C REPAIR
05/07/2013	481	VBAT	VEHICLE - BATTERIES	05/02/2013	VAC	VEHICLE - A/C REPAIR
05/07/2013	201	VFAN	VEHICLE - FAN BELTS	05/02/2013	VFAN	VEHICLE - FAN BELTS
05/07/2013	226	VER	VEHICLE - ELECTRIC REPAIR	05/03/2013	VER	VEHICLE - ELECTRIC REPAIR
05/07/2013	3020	VEP	VEHICLE - ENGINE PERFORMANCE	05/03/2013	VEP	VEHICLE - ENGINE PERFORMANCE
05/07/2013	3020	VFUEL	VEHICLE - FUEL FILTER	05/03/2013	VEP	VEHICLE - ENGINE PERFORMANCE
05/07/2013	3020	VEP	VEHICLE - ENGINE PERFORMANCE	05/03/2013	VEP	VEHICLE - ENGINE PERFORMANCE
05/07/2013	231	VTIREN	VEHICLE - TIRES, NEW	05/06/2013	VTIREN	VEHICLE - NEW TIRES
05/07/2013	414	VOIL	VEHICLE - OIL LUBE & FILTER	05/06/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/07/2013	414	VTIRER	VEHICLE - TIRES, ROTATE	05/06/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/07/2013	414	VTIREN	VEHICLE - TIRES, NEW	05/06/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/13/2013	327	VEP	VEHICLE - ENGINE PERFORMANCE	05/06/2013	VEP	VEHICLE - ENGINE PERFORMANCE
05/13/2013	327	VER	VEHICLE - ELECTRIC REPAIR	05/06/2013	VEP	VEHICLE - ENGINE PERFORMANCE
05/07/2013	1214	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	05/07/2013	VMISC	VEHICLE - MISCELLANEOUS REPAIRS
05/07/2013	2033	VOIL	VEHICLE - OIL LUBE & FILTER	05/07/2013	VOIL	VEHICLE - OIL LUBE AND FILTER

Vehicle Maintenance Monthly Report  
May 2013

05/07/2013	2033	VAF	VEHICLE - AIR FILTER	05/07/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/07/2013	2033	VFUEL	VEHICLE - FUEL FILTER	05/07/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/07/2013	2033	VEP	VEHICLE - ENGINE PERFORMANCE	05/07/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/07/2013	2033	VEP	VEHICLE - ENGINE PERFORMANCE	05/07/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/07/2013	2033	VSUSP	VEHICLE - SUSPENSION REPAIR	05/07/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/07/2013	2033	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	05/07/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/07/2013	2033	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	05/07/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/07/2013	MISCPARKS	VTIREN	VEHICLE - TIRES, NEW	05/07/2013	VTIREN	VEHICLE - NEW TIRES
05/13/2013	3016	VEP	VEHICLE - ENGINE PERFORMANCE	05/07/2013	VEP	VEHICLE - ENGINE PERFORMANCE
05/13/2013	232	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	05/07/2013	VMISC	VEHICLE - MISCELLANEOUS REPAIRS
05/13/2013	481	VRC	VEHICLE - RADIO INSTALL	05/08/2013	VRC	VEHICLE - RADIO INSTALL
05/13/2013	481	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	05/08/2013	VRC	VEHICLE - RADIO INSTALL
05/13/2013	480	VRC	VEHICLE - RADIO INSTALL	05/08/2013	VRC	VEHICLE - RADIO INSTALL
05/13/2013	480	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	05/08/2013	VRC	VEHICLE - RADIO INSTALL
05/13/2013	216	VBAT	VEHICLE - BATTERIES	05/08/2013	VBAT	VEHICLE - RADIO INSTALL
05/13/2013	494	VRC	VEHICLE - RADIO INSTALL	05/08/2013	VRC	VEHICLE - BATTERIES
05/13/2013	494	VAC	VEHICLE - AC REPAIR	05/08/2013	VRC	VEHICLE - RADIO INSTALL
05/13/2013	415	VRC	VEHICLE - RADIO INSTALL	05/08/2013	VRC	VEHICLE - RADIO INSTALL
05/13/2013	327	VAC	VEHICLE - AC REPAIR	05/08/2013	VAC	VEHICLE - RADIO INSTALL
05/13/2013	417	VRC	VEHICLE - RADIO INSTALL	05/08/2013	VRC	VEHICLE - A/C REPAIR
05/13/2013	1513	VTRANS	VEHICLE - RADIO INSTALL	05/09/2013	VTRANS	VEHICLE - RADIO INSTALL
05/13/2013	925	VEMGL	VEHICLE - TRANSMISSION SERVICE	05/09/2013	VTRANS	VEHICLE - TRANSMISSION SERVICE
05/13/2013	416	VWPIPE	VEHICLE - EMERGENCY LIGHTING	05/09/2013	VEMGL	VEHICLE - TRANSMISSION SERVICE
05/13/2013	417	VWPIPE	VEHICLE - WIPERS	05/09/2013	VWPIPE	VEHICLE - EMERGENCY LIGHTING
05/13/2013	417	VLTNG	VEHICLE - WIPERS	05/09/2013	VWPIPE	VEHICLE - WIPERS
05/13/2013	497	VRC	VEHICLE - LIGHTING	05/09/2013	VWPIPE	VEHICLE - WIPERS
05/13/2013	1500	VTRANS	VEHICLE - RADIO INSTALL	05/09/2013	VRC	VEHICLE - WIPERS
05/17/2013	925	VTIREN	VEHICLE - TRANSMISSION SERVICE	05/09/2013	VRC	VEHICLE - WIPERS
05/13/2013	1215	VRC	VEHICLE - TIRES, NEW	05/09/2013	VTIREN	VEHICLE - RADIO INSTALL
05/13/2013	462	VRC	VEHICLE - RADIO INSTALL	05/10/2013	VRC	VEHICLE - NEW TIRES
05/13/2013	462	VTIRER	VEHICLE - RADIO INSTALL	05/10/2013	VRC	VEHICLE - RADIO INSTALL
05/13/2013	462	VBAT	VEHICLE - TIRES, ROTATE	05/10/2013	VRC	VEHICLE - RADIO INSTALL
05/13/2013	1213	VWPIPE	VEHICLE - BATTERIES	05/10/2013	VRC	VEHICLE - RADIO INSTALL
05/13/2013	416	VOIL	VEHICLE - WIPERS	05/10/2013	VWPIPE	VEHICLE - RADIO INSTALL
05/13/2013	416	VOIL	VEHICLE - OIL LUBE & FILTER	05/10/2013	VOIL	VEHICLE - WIPERS
05/13/2013	416	VOIL	VEHICLE - OIL LUBE & FILTER	05/10/2013	VOIL	VEHICLE - OIL LUBE AND FILTER

Vehicle Maintenance Monthly Report  
May 2013

05/13/2013	416	VTIRER	VEHICLE - TIRES, ROTATE	05/10/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/13/2013	416	VBRK	VEHICLE - BRAKE SYSTEM	05/10/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/13/2013	416	VDMG	VEHICLE - VEHICLE DAMAGE	05/10/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/13/2013	416	VDMG	VEHICLE - VEHICLE DAMAGE	05/10/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/13/2013	416	VRC	VEHICLE - RADIO INSTALL	05/10/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/13/2013	416	VAAR	VEHICLE - AFTERMARKET ACCESSORY REPAIR	05/10/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/13/2013	495	VRC	VEHICLE - RADIO INSTALL	05/10/2013	VRC	VEHICLE - RADIO INSTALL
05/13/2013	495	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	05/10/2013	VRC	VEHICLE - RADIO INSTALL
05/13/2013	480	VENGC	VEHICLE - ENGINE COOLANT SYSTEM REPAIR	05/13/2013	VENGC	VEHICLE - ENGINE COOLING SYSTEM REPAIR
05/13/2013	480	VAC	VEHICLE - AC REPAIR	05/13/2013	VENGC	VEHICLE - ENGINE COOLING SYSTEM REPAIR
05/13/2013	480	VER	VEHICLE - ELECTRIC REPAIR	05/13/2013	VENGC	VEHICLE - ENGINE COOLING SYSTEM REPAIR
05/13/2013	482	VRC	VEHICLE - RADIO INSTALL	05/13/2013	VRC	VEHICLE - RADIO INSTALL
05/13/2013	482	VAC	VEHICLE - AC REPAIR	05/13/2013	VRC	VEHICLE - RADIO INSTALL
05/13/2013	417	VTIREN	VEHICLE - TIRES , NEW	05/13/2013	VTIREN	VEHICLE - NEW TIRES
05/13/2013	417	VLTNB	VEHICLE - LIGHTING	05/13/2013	VTIREN	VEHICLE - NEW TIRES
05/13/2013	415	VTIREN	VEHICLE - TIRES , NEW	05/13/2013	VTIREN	VEHICLE - NEW TIRES
05/13/2013	464	VOIL	VEHICLE - OIL LUBE & FILTER	05/13/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/13/2013	464	VTIRER	VEHICLE - TIRES, ROTATE	05/13/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/13/2013	464	VLTNB	VEHICLE - LIGHTING	05/13/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/13/2013	464	VRC	VEHICLE - RADIO INSTALL	05/13/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	416	VAC	VEHICLE - AC REPAIR	05/13/2013	VAC	VEHICLE - A/C REPAIR
05/17/2013	472	VTIREN	VEHICLE - TIRES , NEW	05/13/2013	VTIREN	VEHICLE - NEW TIRES
05/17/2013	482	VAC	VEHICLE - AC REPAIR	05/13/2013	VAC	VEHICLE - A/C REPAIR
05/17/2013	410	VOIL	VEHICLE - OIL LUBE & FILTER	05/14/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	410	VTIRER	VEHICLE - TIRES, ROTATE	05/14/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	410	VTIREN	VEHICLE - TIRES , NEW	05/14/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	410	VAF	VEHICLE - AIR FILTER	05/14/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	410	VINS	VEHICLE - INSPECTION STICKER	05/14/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	414	VRC	VEHICLE - RADIO INSTALL	05/14/2013	VRC	VEHICLE - RADIO INSTALL
05/17/2013	430	VOIL	VEHICLE - OIL LUBE & FILTER	05/14/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	430	VAF	VEHICLE - AIR FILTER	05/14/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	431	VINS	VEHICLE - INSPECTION STICKER	05/14/2013	VINS	VEHICLE - INSPECTION STICKER
05/17/2013	432	VINS	VEHICLE - INSPECTION STICKER	05/14/2013	VINS	VEHICLE - INSPECTION STICKER
05/17/2013	433	VOIL	VEHICLE - OIL LUBE & FILTER	05/14/2013	VOIL	VEHICLE - OIL LUBE AND FILTER

Vehicle Maintenance Monthly Report  
May 2013

05/17/2013	433	VTIRER	VEHICLE - TIRES, ROTATE	05/14/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	484	VINS	VEHICLE - INSPECTION STICKER	05/14/2013	VINS	VEHICLE - INSPECTION STICKER
05/17/2013	495	VOIL	VEHICLE - OIL LUBE & FILTER	05/14/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	495	VAF	VEHICLE - AIR FILTER	05/14/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	498	VINS	VEHICLE - INSPECTION STICKER	05/14/2013	VINS	VEHICLE - INSPECTION STICKER
05/17/2013	499	VOIL	VEHICLE - OIL LUBE & FILTER	05/14/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	415	VLTNB	VEHICLE - LIGHTING	05/15/2013	VLTNB	VEHICLE - LIGHTING
05/17/2013	429	VOIL	VEHICLE - OIL LUBE & FILTER	05/15/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	429	VBRK	VEHICLE - BRAKE SYSTEM	05/15/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	429	VTIREN	VEHICLE - TIRES, NEW	05/15/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	491	VOIL	VEHICLE - OIL LUBE & FILTER	05/15/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	491	VTIRER	VEHICLE - TIRES, ROTATE	05/15/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	491	VWVPE	VEHICLE - WIPERS	05/15/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	491	VNMISC	VEHICLE - MISCELLANEOUS REPAIRS	05/15/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	1100	VINS	VEHICLE - INSPECTION STICKER	05/15/2013	VINS	VEHICLE - INSPECTION STICKER
05/17/2013	3021	VINS	VEHICLE - INSPECTION STICKER	05/15/2013	VINS	VEHICLE - INSPECTION STICKER
05/17/2013	436	VOIL	VEHICLE - OIL LUBE & FILTER	05/16/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	436	VTIRER	VEHICLE - TIRES, ROTATE	05/16/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	436	VRC	VEHICLE - RADIO INSTALL	05/16/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	3002	VOIL	VEHICLE - OIL LUBE & FILTER	05/16/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	3002	VFUEL	VEHICLE - FUEL FILTER	05/16/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	3002	VEP	VEHICLE - ENGINE PERFORMANCE	05/16/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/17/2013	201	VFUEL	VEHICLE - FUEL FILTER	05/17/2013	VFUEL	VEHICLE - FUEL FILTER
05/21/2013	1213	VINS	VEHICLE - INSPECTION STICKER	05/17/2013	VINS	VEHICLE - INSPECTION STICKER
05/21/2013	1211	VINS	VEHICLE - INSPECTION STICKER	05/17/2013	VINS	VEHICLE - INSPECTION STICKER
05/21/2013	237	VLTNB	VEHICLE - LIGHTING	05/20/2013	VLTNB	VEHICLE - LIGHTING
05/21/2013	403	VOIL	VEHICLE - OIL LUBE & FILTER	05/20/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/21/2013	403	VBRK	VEHICLE - BRAKE SYSTEM	05/20/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/21/2013	403	VBRK	VEHICLE - BRAKE SYSTEM	05/20/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/21/2013	403	VTIRER	VEHICLE - TIRES, ROTATE	05/20/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/21/2013	216	VEP	VEHICLE - ENGINE PERFORMANCE	05/20/2013	VEP	VEHICLE - ENGINE PERFORMANCE
05/21/2013	202	VBAT	VEHICLE - BATTERIES	05/20/2013	VBAT	VEHICLE - BATTERIES
05/21/2013	491	VTIREN	VEHICLE - TIRES, NEW	05/20/2013	VTIREN	VEHICLE - NEW TIRES
05/21/2013	496	VOIL	VEHICLE - OIL LUBE & FILTER	05/20/2013	VOIL	VEHICLE - OIL LUBE AND FILTER

Vehicle Maintenance Monthly Report  
May 2013

05/21/2013	496	VTIRER	VEHICLE - TIRES, ROTATE	05/20/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/21/2013	419	VOIL	VEHICLE - OIL LUBE & FILTER	05/20/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/21/2013	419	VTIREN	VEHICLE - TIRES, NEW	05/20/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/21/2013	494	VTIREN	VEHICLE - TIRES, NEW	05/20/2013	VTIREN	VEHICLE - NEW TIRES
05/21/2013	1216	VOIL	VEHICLE - OIL LUBE & FILTER	05/21/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/21/2013	1216	VTIRER	VEHICLE - TIRES, ROTATE	05/21/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/21/2013	480	VTIREN	VEHICLE - TIRES, NEW	05/21/2013	VTIREN	VEHICLE - NEW TIRES
05/21/2013	303	VFUEL	VEHICLE - FUEL FILTER	05/21/2013	VFUEL	VEHICLE - FUEL FILTER
05/24/2013	3016	VEP	VEHICLE - ENGINE PERFORMANCE	05/21/2013	VEP	VEHICLE - ENGINE PERFORMANCE
05/24/2013	3016	VEP	VEHICLE - ENGINE PERFORMANCE	05/21/2013	VEP	VEHICLE - ENGINE PERFORMANCE
05/24/2013	202	VEMGL	VEHICLE - EMERGENCY LIGHTING	05/21/2013	VEMGL	VEHICLE - EMERGENCY LIGHTING
05/24/2013	2002	VINS	VEHICLE - INSPECTION STICKER	05/22/2013	VINS	VEHICLE - INSPECTION STICKER
05/24/2013	437	VOIL	VEHICLE - OIL LUBE & FILTER	05/22/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/24/2013	437	VTIRER	VEHICLE - TIRES, ROTATE	05/22/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/24/2013	437	VRC	VEHICLE - RADIO INSTALL	05/22/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/24/2013	437	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	05/22/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/24/2013	3002	VINS	VEHICLE - INSPECTION STICKER	05/22/2013	VINS	VEHICLE - INSPECTION STICKER
05/24/2013	3002	VEP	VEHICLE - ENGINE PERFORMANCE	05/22/2013	VINS	VEHICLE - INSPECTION STICKER
05/24/2013	231	VTIREF	VEHICLE - TIRES, FLAT REPAIRS	05/22/2013	VTIREF	VEHICLE - FLAT TIRE REPAIRS
06/03/2013	410	VETRIM	VEHICLE - EXTERIOR TRIM REPAIR	05/22/2013	VETRIM	VEHICLE - EXTERIOR TRIM REPAIR
05/24/2013	232	VTIREF	VEHICLE - TIRES, FLAT REPAIRS	05/23/2013	VTIREF	VEHICLE - FLAT TIRE REPAIRS
05/24/2013	232	VBAT	VEHICLE - BATTERIES	05/23/2013	VBAT	VEHICLE - BATTERIES
05/24/2013	1302	VBAT	VEHICLE - BATTERIES	05/24/2013	VBAT	VEHICLE - BATTERIES
05/30/2013	901	VTIREN	VEHICLE - TIRES, NEW	05/24/2013	VTIREN	VEHICLE - NEW TIRES
05/30/2013	201	VEMGL	VEHICLE - EMERGENCY LIGHTING	05/28/2013	VEMGL	VEHICLE - EMERGENCY LIGHTING
05/30/2013	493	VRC	VEHICLE - RADIO INSTALL	05/28/2013	VRC	VEHICLE - RADIO INSTALL
05/30/2013	482	VOIL	VEHICLE - OIL LUBE & FILTER	05/28/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/30/2013	482	VOIL	VEHICLE - OIL LUBE & FILTER	05/28/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/30/2013	482	VBAT	VEHICLE - BATTERIES	05/28/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/30/2013	417	VOIL	VEHICLE - OIL LUBE & FILTER	05/28/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/30/2013	417	VTIRER	VEHICLE - TIRES, ROTATE	05/28/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/30/2013	493	VOIL	VEHICLE - OIL LUBE & FILTER	05/28/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/30/2013	493	VTIRER	VEHICLE - TIRES, ROTATE	05/28/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/30/2013	493	VRC	VEHICLE - RADIO INSTALL	05/28/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/30/2013	302	VWIPE	VEHICLE - WIPERS	05/28/2013	VWIPE	VEHICLE - WIPERS

Vehicle Maintenance Monthly Report  
May 2013

05/30/2013	480	VOIL	VEHICLE - OIL LUBE & FILTER	05/29/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/30/2013	480	VTIRER	VEHICLE - TIRES, ROTATE	05/29/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/30/2013	480	VSUSP	VEHICLE - SUSPENSION REPAIR	05/29/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/30/2013	480	VSUSP	VEHICLE - SUSPENSION REPAIR	05/29/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
05/30/2013	925	VINS	VEHICLE - INSPECTION STICKER	05/29/2013	VINS	VEHICLE - INSPECTION STICKER
05/30/2013	497	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	05/29/2013	VMISC	VEHICLE - MISCELLANEOUS REPAIRS
05/30/2013	MISCWATER	VEP	VEHICLE - ENGINE PERFORMANCE	05/29/2013	VEP	VEHICLE - ENGINE PERFORMANCE
05/30/2013	MISCWATER	VEP	VEHICLE - ENGINE PERFORMANCE	05/29/2013	VEP	VEHICLE - ENGINE PERFORMANCE
05/30/2013	456	VOIL	VEHICLE - OIL LUBE & FILTER	05/29/2013	VOIL	VEHICLE - OIL LUBE AND FILTER
06/03/2013	464	VFAN	VEHICLE - FAN BELTS	05/30/2013	VFAN	VEHICLE - FAN BELTS
06/03/2013	464	VEMGL	VEHICLE - EMERGENCY LIGHTING	05/30/2013	VFAN	VEHICLE - FAN BELTS
06/03/2013	1514	VTRIM	VEHICLE - INTERIOR TRIM REPAIR	05/31/2013	VTRIM	VEHICLE - INTERIOR TRIM REPAIR
06/03/2013	404	VEP	VEHICLE - ENGINE PERFORMANCE	05/31/2013	VEP	VEHICLE - ENGINE PERFORMANCE

**COUNCIL MEETING**

**06-13-2013**

**AGENDA ITEM #13**

**TML LEGISLATIVE UPDATE**



**Legislative**  
**UPDATE**

May 31, 2013  
Number 20

**Eighty-Third Texas Legislature: Back to Basics**

The final days of a regular session of the Texas Legislature are often characterized by a flurry of activity in both chambers: a rush to meet deadlines, hastily drafted amendments tacked onto any bill that's moving, and sunset bills that become dump trucks for all kinds of bad ideas. The Eighty-Third Legislature was much different. Having focused on a few core issues like education and water infrastructure, the final days seemed almost calm. Historically, it was what you might call an "ordinary" session, but it stands out like a sore thumb because so many recent sessions have been fraught with partisanship and fighting that this one seemed anything but ordinary.

How did cities fare this session? Not too badly overall—we sustained a few minor nicks and scratches. For instance, city health authority over health and safety at farmers markets was circumscribed. (Please see **H.B. 1382** in the **Public Safety** section.) A series of attorney general's opinions holding that personal email accounts can be made public if they contain emails about public business were codified into state law. (Please see **S.B. 1368** in the **Open Government** section.) And there were a few other bills that passed that were less than ideal from a city perspective.

Of course, many filed bills would have, if passed, seriously undermined city authority. Among those were revenue cap bills, appraisal cap bills, and bills that would have eliminated city authority to prevent the clear cutting of trees. There were bills filed to eliminate original city jurisdiction over utility ratemaking, and bills that would have expanded the vested rights statute to the detriment of sensible city land use authority. Fortunately, all these bills (and many more) died a well-deserved death at various points in the process.

Meanwhile, beneficial legislation passed dealing with water. **H.B. 4** and related bills will, if voters approve the concept in November, move \$2 billion from the state's Rainy Day Fund to a new revolving loan account for water infrastructure projects and conservation projects. Cities have Rep. Allan Ritter and Sen. Troy Fraser to thank for passing this important legislation that paves the way for new water capacity and, just as important, doesn't resort to tap fees (city water taxes) to make it happen.

With regard to the state budget, some money (\$15.5 million) was restored to local parks grant programs that was cut under the current budget, but the amount remains less than half of that under the 2010-11 budget.

The League helped pass beneficial legislation that will assist cities struggling with "fire flow" problems posed by non-city water utilities. (Please see **H.B. 1973** in the **Public Safety** section.)

Cities were unsuccessful in passing legislation that would have permitted publication of notices on the Internet instead of in print newspapers. Two of these good bills were filed and heard in committee, but the newspaper lobby made it their main mission to kill this cost-saving idea and the bills never made it to the House floor.

Finally, a contentious back-and-forth battle was fought all session over whether, and how, to regulate the growing payday lending industry. The powerful payday lobby first supported a bill, **S.B. 1247** by Sen. Carona, that would have imposed some substantive regulation. It would also have preempted city regulation entirely. When the bill got seriously toughened up on the Senate floor, however, the industry pulled their support. The result? No substantive regulations at the state level, but cities are free for now to pass regulatory ordinances as they deem it necessary.

### The Important Numbers

In the 2013 session, lawmakers filed fewer bills than in previous sessions. All told, 6,061 bills and proposed constitutional amendments were filed, compared to 6,303 filed in 2011. At one point in the session, the League was tracking over 1,700 of those bills that could have affected city authority.

In 2011, lawmakers passed 22.4 percent of bills filed; this year, 23.7 percent made the cut. Thus, fewer bills were filed but a greater percentage made it through. More bills filed and passed affected cities than in the previous session, but as pointed out earlier the harmful effect of such city-related bills was relatively modest.

<u>Year</u>	<u>Total Bills Introduced*</u>	<u>Total Bills Passed</u>	<u>City-Related Bills Introduced</u>	<u>City-Related Bills Passed</u>
1993	4,560	1,089	800+	140+
1995	5,147	1,101	800+	140+
1997	5,741	1,502	1,100+	130+
1999	5,908	1,638	1,230+	130+
2001	5,712	1,621	1,200+	150+
2003	5,754	1,403	1,200+	110+
2005	5,369	1,397	1,200+	105+
2007	6,374	1,495	1,200+	120+
2009	7,609	1,468	1,500+	120+
2011	6,303	1,410	1,500+	160+
2013	6,061	1,437	1,700+	220+

\*Includes bills and proposed Constitutional amendments; regular session only.

### Looking Ahead

As of this writing, a special session is already underway to deal with legislative and congressional redistricting. It's possible that other issues will be added to the special session agenda, and the League will monitor any such items closely.

The following sections contain summaries of the major city-related bills passed by the Eighty-Third Legislature. The governor has until June 16 to sign bills, veto them, or let them become law without his signature. The effective date of each bill is noted in a parenthetical following each bill described below. Some of the bills will become effective as soon as they are signed (e.g., "effective immediately"); others (unless vetoed) will become effective on September 1.

Future issues of the *TML Legislative Update* or *Texas Town & City* magazine will provide additional details on some of the bills described here, may include summaries of "straggler" bills that for various reasons weren't summarized at the time of printing, and will provide other updates as appropriate.

## **Finance and Administration**

### **Property Tax**

**H.B. 97 (Perry/Van de Putte) – Property Tax Exemption:** this bill provides, among other things: (1) that a disabled veteran who has a disability rating of less than 100 percent is entitled to an exemption from taxation of a percentage of the appraised value of the disabled veteran's residence homestead equal to the disabled veteran's disability rating if the residence homestead was donated to the disabled veteran by a charitable organization at no cost to the disabled veteran; and (2) that the exemption in (1), above, continues for the surviving spouse of the veteran if: (a) the surviving spouse has not remarried; (b) the property was the residence homestead of the surviving spouse when the disabled veteran died; and (c) the property remains the residence homestead of the surviving spouse. (Effective January 1, 2014, but only if **H.J.R. 24**, summarized below, is approved by the voters.)

**H.B. 242 (Otto/Hegar) – Property Tax Notice:** requires a chief appraiser to provide certain property tax notices relating to agricultural land by certified mail. (Effective January 1, 2014.)

**H.B. 315 (Otto/Estes) – Property Tax Appraisal:** amends the definition of “dealer” to relieve certain motor vehicle dealers from monthly vehicle inventory tax reporting requirements if the dealer: (1) does not sell motor vehicles that are self-propelled and designed to transport persons or property on a public highway; (2) meets either of the following requirements: (a) total annual sales from the dealer's motor vehicle inventory, less sales to dealers, fleet transactions, and subsequent sales, are 25 percent or less of the total revenue from all sources during the 12-month period corresponding to the preceding tax year; or (b) the dealer did not sell a motor vehicle to a person other than another dealer during the 12-month period corresponding to the preceding tax year and the dealer estimates that the total annual sales will be 25 percent or less of the dealer's total revenue from all sources during that period; (3) files with the chief appraiser and comptroller a declaration stating that the dealer elected not to be treated as a dealer under state law; and (4) renders the dealer's motor vehicle inventory in the current tax year by filing a rendition with the chief appraiser. (Effective January 1, 2014.)

**H.B. 316 (Otto/Williams) – Property Tax:** allows taxpayer appeals from appraisal review board determinations to be heard by the State Office of Administrative Hearings if the property is located in the following cities: Amarillo, Austin, Beaumont, Corpus Christi, El Paso, Fort Worth, Houston, Lubbock, Lufkin, McAllen, Midland, San Antonio, Tyler, and Wichita Falls. (Effective January 1, 2014.)

**H.B. 326 (Dutton/Huffman) – Appraisal Review Board:** allows a person who served all or part of three consecutive terms as a member of an appraisal review board to serve another term, so long as the person did not serve a consecutive fourth term. (Effective immediately.)

**H.B. 561 (Workman/Seliger) – Property Tax Exemption:** provides that no additional property tax is imposed on land owned by an organization that qualifies as a school if the organization

converts the land to a use for which the land is eligible for a property tax exemption. (Effective immediately.)

**H.B. 585 (Villarreal/Eltife) – Appraisal Process**: this bill, among other things, modifies the procedural requirements relating to the appraisal of property taxes by:

1. imposing additional training requirements on the chief appraiser of an appraisal district;
2. requiring the comptroller to prepare model hearing procedures for appraisal review boards;
3. providing that an individual is ineligible to serve on an appraisal district board if the individual has engaged in the business of appraising property for compensation or representing property owners in appraisal review board proceedings in the preceding five years;
4. requiring a person to be certified as a registered professional appraiser, to possess a professional designation from the Appraisal Institute, or to possess a professional designation from the International Association of Assessing officers in order to be eligible to serve as a chief appraiser;
5. requiring the comptroller to appoint a person eligible to be a chief appraiser for an appraisal district whose chief appraiser is ineligible to serve;
6. requiring the taxpayer liaison officer for an appraisal district to be responsible for providing clerical assistance to the local administrative district judge in the selection of appraisal review board members;
7. providing that a chief appraiser or another employee or agent of an appraisal district commits a Class A misdemeanor if the person communicates with a member of the appraisal review board for the appraisal district, a member of the board of directors of the appraisal district, or (in county with a population of more than 120,000) the local administrative district judge regarding a ranking, scoring, or reporting of the percentage by which the appraisal review board or a panel of the board reduces the appraised value of property;
8. requiring a property owner who wishes to receive an allocation of value to reflect the use of certain types of personal property in Texas to submit an application with the chief appraiser in the appropriate appraisal district;
9. providing that a property owner who submits a late application for allocation under (8), above, is liable to each taxing unit for a penalty in an amount equal to ten percent of the difference between the amount of tax imposed by the taxing unit on the property without the allocation and the amount of tax imposed on the property with the allocation;
10. allowing a city council of a city located inside an area declared to be a disaster area (as opposed to a “natural disaster” area) to authorize the reappraisal of all property damaged in the disaster at its market value immediately after the disaster;
11. providing that a replacement structure is not considered to be a new improvement for property tax appraisal cap purposes if, to satisfy the requirements of an authorized disaster recovery program, it was necessary that: (a) the square footage of the replacement structure exceed that of the replaced structure; or (b) the exterior of the replacement structure be of higher quality construction and composition than that of the replaced structure;

12. authorizing a taxpayer to sue a taxing unit in district court to compel payment of a tax refund, and be awarded the costs of court and reasonable attorney's fees in an amount not to exceed \$1500 or 30 percent of the total amount of the refund as determined by the court;
13. for property valued at more than \$1 million, placing the burden on the appraisal district to establish the value of property by clear and convincing evidence presented at a hearing for protests of the determination of the appraised value of property or the unequal appraisal of property, provided that the appraised value was lowered in the preceding tax year and the property owner delivers sufficient information to the appraisal review board and appraisal district to allow for a determination of market value;
14. eliminating the expedited arbitration process for a property owner to appeal a decision of the appraisal review board;
15. allowing a property owner to pay the amount of taxes imposed on the property in the preceding tax year before the delinquency date when appealing an appraisal if that amount is less than: (a) the amount of taxes due on the portion of the taxable value of the property that is not in dispute; and (b) the amount of taxes due on the property under the order from which an appeal is taken;
16. allowing evidence, argument, or other testimony offered at an appraisal review board hearing to be admissible in an appeal only if: (a) the evidence, argument, or other testimony is offered to demonstrate that there is sufficient evidence to deny a no-evidence motion for summary judgment or is necessary to determine the merits of a motion for summary judgment on another ground; (b) the property owner or agent is designated as a witness for purposes of trial and the testimony offered at the appraisal review board hearing is offered for impeachment purposes; or (c) the evidence is the plaintiff's testimony at the appraisal review board hearing as to the value of the property; and
17. authorizing attorney's fees for a property owner who prevails in an appeal to the court of a determination of an appraisal review board of a protest of the denial of an exemption relating to cemeteries, disabled veterans, nonprofit community business organizations, historic sites, and other miscellaneous exemptions.

(Portions of the bill are effective immediately and others are effective September 1, 2014.)

**H.B. 709 (Isaac/Deuell) – Property Tax Payment Process:** this bill: (1) allows a city to apply property tax overpayments to delinquent amounts from a tax year other than the year from which a tax refund arises if the delinquent taxpayer was the sole owner of the property in both years; and (2) allows disabled veterans, rather than just the surviving spouses of disabled veterans, to pay property taxes in four installments. (Effective January 1, 2014.)

**H.B. 826 (Harless/Eltife) – Property Tax Appraisal:** this bill provides that: (1) banks, savings banks, savings and loan associations, credit unions, and other finance companies do not qualify as heavy equipment inventory dealers for purposes of the property taxes imposed on heavy equipment inventory; (2) the term “dealer” does not include a person who renders the person's inventory of heavy equipment for taxation in that tax year by filing a rendition statement or property report in accordance with state law; and (3) a “dealer's heavy equipment inventory” means all items of heavy equipment that a dealer holds for sale, lease, or rent in this state during a 12-month period. (Effective January 1, 2014.)

**H.B. 1287 (Hilderbran/Estes) – Property Tax Exemption:** this bill: (1) provides that an application for a residence homestead exemption need not include a copy of the applicant’s driver’s license or personal identification certificate if the applicant: (a) is a resident of a facility that provides services related to health, infirmity, or aging; or (b) is certified for participation in the address confidentiality program; and (2) allows a chief appraiser to waive the requirement that an address of the property for which the exemption is claimed correspond to the address listed on the applicant’s driver’s license or personal identification certificate if the applicant: (a) is an active duty member of the armed services or the spouse of an active duty member and the application includes a copy of the military identification card and a copy of the utility bill for the property subject to the claimed exemption; or (b) holds a license issued to a federal judge, state judge, spouse of the judge, or peace officer that omits the residence address if the application for that license to the Department of Transportation is included in the application for the exemption. (Effective September 1, 2013.)

**H.B. 1597 (N. Gonzalez/Hinojosa) – Property Tax Delinquency:** this bill: (1) allows an individual who is disabled or at least 65 years of age and qualifies for a residence homestead exemption or a disabled veteran to make four installment payments of property taxes without penalty or interest if the first installment is paid before the delinquency date and is accompanied by proper notice that the remaining taxes will be paid in three equal installments; (2) requires the tax collector for a taxing unit to enter into an installment agreement for the payment of property taxes, penalties, and interest on a residence homestead if requested by a person who is delinquent in the payment of property taxes and who has not entered into an installment agreement with the taxing unit in the previous 24 months; (3) requires the installment agreement to provide for installment payments in equal amounts and a period of at least 12 months; (4) provides that a delinquency penalty does not accrue on the unpaid balance of property taxes during the period of the agreement if the property is a residence homestead, unless the property owner fails to make a payment as required by the agreement; (5) requires a notice of delinquency sent by a taxing unit to contain specific language regarding the ability to enter into an installment agreement; (6) requires a tax collector for a taxing unit to deliver notice of delinquency to a person who is in breach of an installment agreement and to any other owner of an interest in the property before the collector may seize and sell the property or file a suit to collect a delinquent tax subject to the agreement; and (7) provides that a debtor is not in default under a deed of trust or other contract lien on real property used as the debtor’s residence for the delinquent payment of property taxes if the debtor has given notice of the installment agreement to the mortgage servicer and the property is protected from seizure and sale and a suit may not be filed to collect a delinquent tax. (Effective September 1, 2013.)

**H.B. 1712 (Lozano/Zaffirini) – Property Tax Exemption:** this bill provides both a property tax exemption and a sales and use tax exemption for personal property that a person owns or leases and that is used, constructed, acquired, stored, or installed solely as part of an offshore spill response containment system and personal property used solely for the development, improvement, storage, development, repair, maintenance, or testing of such a system if the system is being stored while not in use in a county bordering on the Gulf of Mexico, a bay, or other body of water immediately adjacent to the Gulf of Mexico. (Effective immediately.)

**H.B. 1897 (Eiland/Carona) – Property Tax Exemption:** provides that, for purposes of the “Prop 2” property tax exemption for pollution control property: (1) the executive director of the Texas Commission on Environmental Quality (TCEQ) must issue a determination letter to a person seeking an exemption and the TCEQ shall take final action on the initial appeal of an exemption not later than the first anniversary of the date the executive director declares the application to be administratively complete; (2) a property owner is not entitled to a refund resulting from the final determination of an appeal of the denial of an exemption unless: (a) the property owner pays the taxes before the final determination of an appeal that ultimately decreases the property owner’s tax liability; or (b) has entered into a written agreement with the chief appraiser that authorizes the refund pending a final determination by the TCEQ; (3) not later than the 10th day after the date a property owner and the chief appraiser into a written agreement under (2), above, the chief appraiser shall provide to each taxing unit that taxes the property a copy of the agreement, and the agreement is void if a taxing unit objects in writing to the agreement within 60 days after the date the taxing unit receives a copy; and (4) a person is entitled to a property tax exemption for pollution control equipment through December 31, 2015, for landfill-generated gas conversion facilities. (Effective September 1, 2013.)

**H.B. 1913 (Bohac/Williams) – Delinquent Taxes:** this bill: (1) allows a city council to waive penalties and interest on a delinquent tax that relates to a date preceding the date on which the property owner acquired the property if: (a) the owner or another person liable for the tax pays the tax not later than 181 days after the date the property owner receives notice of the delinquent tax; and (b) the delinquency is the result of taxes imposed on omitted property entered into the appraisal records, erroneously exempted property or appraised value added to the appraisal roll, or property added to the appraisal roll under a different account number or parcel when the property was owned by a prior owner; and (2) authorizes a city to waive penalties and interest on a delinquent tax if the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency date. (Effective September 1, 2013.)

**H.B. 2500 (Bohac/Carona) – Property Tax Exemption:** requires the chief appraiser to use the cost method of appraisal to determine the market value of solar energy property constructed or installed on or after January 1, 2014. (Effective January 1, 2014.)

**H.B. 3121 (Harper-Brown/Deuell) – Freeport Property Tax Exemption:** for purposes of the Freeport property tax exemption, authorizes a city council to extend the date by which Freeport goods (that are aircraft parts) must be transported outside the state to a date not later than 730 days after the date the person acquired or imported the property in the state. (Effective January 1, 2014, but only if **H.J.R. 133**, summarized below, is approved by the voters.)

**H.B. 3438 (Otto/Lucio) – Appraisal Review Board:** prohibits a person from serving on an appraisal review board of an appraisal district established for a county having a population of more than 100,000 if the person appeared before the appraisal review board for compensation during the two-year period preceding the date the person is appointed. (Effective September 1, 2013.)

**H.J.R. 24 (Perry/Van de Putte) – Property Tax Exemption:** would amend the Texas Constitution to provide that the legislature by general law may provide that a partially disabled

veteran is entitled to an exemption from ad valorem taxation of a percentage of the market value of the disabled veteran's residence homestead that is equal to the percentage of disability of the disabled veteran if the residence homestead was donated to the disabled veteran by a charitable organization at no cost to the disabled veteran. (Election to be held on November 5, 2013.)

**H.J.R. 62 (Turner/Van de Putte) – Property Tax Exemption:** would amend the Texas Constitution to authorize the legislature by general law to: (1) provide that the surviving spouse of a member of the armed services of the United States who is killed in action is entitled to a property tax exemption of the total appraised value of the surviving spouse's residence homestead if the surviving spouse has not remarried since the death of the member of the armed services; and (2) a surviving spouse who qualifies for an exemption that subsequently qualifies a different property as the surviving spouse's residence homestead is entitled to a property tax exemption of the subsequently qualified homestead in an amount equal to the dollar amount of the exemption for the former homestead if the surviving spouse has not remarried. (Election to be held on November 5, 2013.)

**H.J.R. 133 (Harper-Brown/Deuell) – Freeport Property Tax Exemption:** for purposes of the Freeport property tax exemption, would amend the Texas Constitution to authorize a city council to extend the date by which Freeport goods (that are aircraft parts) must be transported outside the state to a date not later than 730 days after the date the person acquired or imported the property in the state. (Election to be held on November 5, 2013.)

**S.B. 163 (Van de Putte/C. Turner) – Property Tax Exemption:** provides that: (1) the surviving spouse of a member of the armed services of the United States who is killed in action is entitled to a property tax exemption for the total appraised value of the surviving spouse's residence homestead if the surviving spouse has not remarried since the death of the member of the armed services; and (2) a surviving spouse who qualifies for an exemption that subsequently qualifies a different property as the surviving spouse's residence homestead is entitled to a property tax exemption of the subsequently qualified homestead in an amount equal to the dollar amount of the exemption for the former homestead if the surviving spouse has not remarried. (Effective January 1, 2014, but only if **H.J.R. 62**, summarized above, is approved by the voters.)

**S.B. 193 (West/Otto) – Property Tax Exemption:** provides that: (1) a community housing development organization must deliver a copy of its audit to the Texas Department of Housing and Community Affairs and the chief appraiser to qualify for a property tax exemption; and (2) a chief appraiser may extend the deadline for submission of an audit for good cause shown. (Effective January 1, 2014.)

**S.B. 247 (Carona/Villarreal) – Property Tax Lending:** this bill, among other things: (1) prohibits a property owner from waiving or limiting a requirement imposed on a property tax lender by state law; (2) provides certain requirements for any solicitation or advertisement provided by a property tax lender; (3) prohibits a person from selling, transferring, assigning, or releasing rights to a property tax loan to a person who is not licensed by the state; (4) requires the Finance Commission of Texas to create a form for a lender with an existing recorded lien on the property to use to request a payoff statement; (5) provides that a contract between a transferee of a tax lien and a property owner that purports to authorize payment of taxes that are not

delinquent at the time of payment, or that lacks the proper authorization from the property owner, is void; (6) prohibits the transfer of a tax lien if: (a) the real property has been financed, wholly or partly, with a grant or below market rate loan provided by a governmental program or nonprofit organization and is subject to the covenants of the grant or loan; or (b) the real property is encumbered by a substandard building lien; and (7) provides that the only method a transferee of a tax lien may use to foreclose the lien is the judicial foreclosure process. (Effective immediately.)

**S.B. 359 (Hinojosa/Eiland) – Appraisal Districts:** authorizes junior college districts to participate in the selection of members to serve on the board of directors of an appraisal district. (Effective immediately.)

**S.B. 1224 (Taylor/G. Bonnen) – Property Tax Payment Process:** allows a property owner to make a payment or to file or deliver a report, application, statement, or other document by sending the document by common or contract carrier that bears a receipt mark indicating a date earlier than or on the specified due date or the owner otherwise furnishes satisfactory proof that it was deposited with the common or contract carrier on time. (Effective immediately.)

**S.B. 1255 (Patrick/Murphy) – Appraisal Process:** this bill: (1) authorizes a property owner to appeal through binding arbitration an appraisal review board order if the property is the owner's residence homestead and is valued at \$1 million or less; and (2) requires an arbitrator to complete a training program on property tax law before conducting a hearing on an arbitration relating to the appeal of an appraisal review board order determining a protest under (1), above. (Effective immediately.)

**S.B. 1256 (Patrick/Bohac) – Appraisal Process:** for a residential property in a county with a population of more than 150,000, provides that a sale is not considered to be a comparable sale for property tax purposes unless the sale occurred within 36 months of the date as of which the market value of the property is to be determined, regardless of the number of comparable properties sold during that period. (Effective January 1, 2014.)

**S.B. 1508 (Hegar/Workman) – Appraisal Process:** authorizes a secured party, with the consent of the property owner, to render for property taxation any property of the property owner in which the secured party has a security interest on January 1. (Note: This provision applies only to property that has a historical cost, when new, of more than \$50,000.) (Effective January 1, 2014.)

**S.B. 1510 (Hinojosa/Hilderbran) – Truth-in-Taxation:** this bill: (1) provides a new and simplified method of publishing notice of property tax rates to replace the method in current law, except that a city that is considered to have a low tax levy (total property tax rate of 50 cents per \$100 or less and total tax levy of less than \$500,000) may continue to provide notice in the current manner provided in the Tax Code; (2) requires that the notice to be provided by a city that does not adopt a property tax rate that exceeds the lower of the effective tax rate or the rollback rate contain specific language relating to: (a) the proposed rate, preceding year's rate, and effective tax rate; (b) the amount of taxes owed by each individual taxpayer; and (c) contact information for the tax assessor-collector; (3) requires that the notice to be provided by a city that

adopts a property tax rate that exceeds the lower of the effective tax rate or the rollback rate contain specific language relating to: (a) the proposed rate, preceding tax year's rate, effective tax rate, and rollback rate; (b) the amount of taxes owed by each individual taxpayer; (c) contact information for the tax assessor-collector; and (d) notice of two public hearings on the tax rate; (4) provides that a city must either: (a) publish notice under (2) or (3), above, not later than September 1 in a newspaper having general circulation in the county in which the city is located that may not be smaller than one-quarter page of a standard-size or tabloid-size newspaper with a headline that must be in 24-point or larger type; or (b) mail the notice to each property owner in the city; (5) requires a city to post notice under (2) or (3), above, on the city's website, if applicable, beginning not later than September 1 and continuing until the city adopts a tax rate; and (6) requires a city that to provide certain tax rate information required by the Tax Code upon request. (Effective January 1, 2014.)

**S.B. 1606 (Zaffirini/Strama) – Property Tax Liens:** provides that a tax lien on inventory, furniture, equipment, or other personal property attaches to all such property that is owned on January 1 of the year the lien attaches, irrespective of whether the personal property is located within the boundaries of the taxing unit in whose favor the lien attaches. (Effective immediately.)

**S.B. 1662 (Eltife/Otto) – Appraisal Process:** would eliminate the expedited arbitration process for a property owner to appeal a decision of the appraisal review board. (Effective January 1, 2014.)

### **Sales Tax**

**H.B. 78 (Simpson/Eltife) – Sales Tax Exemption:** exempts from sales taxes the sale of any gold, silver, or numismatic coins, or platinum, gold, or silver bullion. (Effective October 1, 2013.)

**H.B. 697 (Springer/Duncan) – Sales Tax Exemption:** exempts food products, meals, soft drinks, and candy from sales and use taxes if they are served or sold at an event sponsored or sanctioned by an elementary or secondary school or a school district at a concession stand operated by a booster club or other school support organization, but only if the proceeds benefit the school or school district. (Effective September 1, 2013.)

**H.B. 800 (Murphy/Deuell) – Sales Tax Exemption:** this bill, among other things, provides a sales tax exemption for certain personal property used in research and development activities. (Effective January 1, 2014.)

**H.B. 3169 (Bohac/Lucio) – Sales Tax Exemption:** this bill: (1) broadens the types of activities that can be classified as “destination management services” for purposes of qualifying an entity as a “qualified destination management company” that is considered to be a consumer of taxable items sold as opposed to a provider of taxable services; (2) expands the types of products to be considered “intravenous systems” and “hospital beds” for sales and use tax exemption purposes; and (3) amends the definition of “newspaper” for purposes of a sales tax exemption to include a newsprint publication for which each copy over a 30-day period does not exceed \$3.00. (Note: The threshold cost for an exemption under current law is \$1.50.) (Effective September 1, 2013.)

**H.B. 3572 (Hilderbran/Williams) – Mixed Beverage Sales Taxes:** this bill, among other things: (1) lowers the mixed beverage sales tax from a rate of 14 percent on the gross receipts of a permittee to a rate of 6.7 percent; (2) imposes a tax of 8.25 percent of the sales price on each mixed beverage sold, prepared, or served by a permittee in this state and on ice and each nonalcoholic beverage sold, prepared, or served by a permittee for the purpose of being mixed with an alcoholic beverage and consumed on the premises of the permittee; and (2) requires the comptroller to issue to each incorporated city at least 10.7143 percent of tax revenue generated within the incorporated city during each quarter under the taxes described by (1) and (2), above. (Effective January 1, 2013.)

**S.B. 485 (Ellis/Parker) – Sales Tax Exemption:** changes the date for the current sales tax holiday for clothing and footwear to the Friday before the 15th day preceding the fourth Monday in August, without regard for any exception granted to a school district to begin instruction on a different date, and ending at midnight on the following Sunday. (Effective immediately.)

**S.B. 1151 (Hinojosa/Bohac) – Sales Tax Exemption:** exempts snack items from sales and use taxes, but provides that snack items that are sold through vending machines or in individual-sized portions are subject to sales and use taxes. (Effective September 1, 2013.)

**S.B. 1533 (Carona/Ratliff) – Sales Tax Allocation:** provides that local sales taxes may be sourced to an outlet, office, facility, or location if the outlet, office, facility, or location provides significant business services, beyond processing invoices, to the contracting business, including logistics management, purchasing, inventory control, and other vital business services. (Effective September 1, 2013.)

### **Purchasing**

**H.B. 194 (Farias/Hinojosa) – Historically Underutilized Businesses:** provides that a veteran with at least a 20-percent service-connected disability is eligible to be listed as a historically underutilized business by the state. (Effective September 1, 2013.)

**H.B. 1050 (Callegari/Fraser) – Construction Contracts:** this bill: (1) prohibits a local government from entering into a contract to purchase construction-related goods or services through a purchasing cooperative in an amount greater than \$50,000 unless a person designated by the local government certifies in writing that: (a) the project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications by an architect or engineer under current law; or (b) if current law requires plans and specifications to be prepared by an architect or engineer, that has been done; (2) provides that a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in: (a) the state in which the nonresident's principal place of business is located; or (c) a state in which the nonresident is a resident manufacturer; (3) authorizes a governmental entity with a population of 500,000 or more within the entity's geographic boundary or service area to enter into design-build contracts for not more than six civil works projects in any fiscal year; (4) provides that a design-build firm responding to a request for detailed proposals must identify its project team and may not make changes to

that team, except under limited exceptions; (5) if the design-build firm makes team changes in violation of (4), above, provides that any cost savings resulting from the change accrue to the governmental entity and not to the design-build firm; (6) if a change order for a public works contract in a city with a population of 300,000 (current law is 500,000) or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, provides that the governing body of the city may grant general authority to an administrative official of the municipality to approve the change order; and (7) repeals the requirement that a governmental entity make a formal finding on the criteria used for selection of a design-build firm for civil works projects before preparing a request for qualifications. (Effective September 1, 2013.)

**S.B. 1430 (Hinojosa/Herrerro) – Construction Contracts:** this bill: (1) authorizes a governmental entity with a population of 500,000 or more within the entity’s geographic boundary or service area to enter into design-build contracts for not more than six civil works projects in any fiscal year; and (2) if a change order for a public works contract in a city with a population of 300,000 (current law is 500,000) or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, provides that the governing body of the city may grant general authority to an administrative official of the municipality to approve the change order. (Effective immediately.)

### **Elections**

**H.B. 195 (Farias/Van de Putte) – Campaign Reports:** requires the clerk of a city with a population of 500,000 or more to post on the city’s website reports of political expenditures and contributions that are filed with the clerk by the mayor or a member of the city council not later than the fifth business day after receipt of the report. (Effective September 1, 2013.)

**H.B. 259 (Simmons/Paxton) – Electioneering:** prohibits a city that owns a building used as a polling place from restricting electioneering during early voting and on Election Day, including the posting, use, or distribution of political signs or literature on the building’s premises outside the prescribed limits, but allows a city to enact reasonable regulations concerning the time, place, and manner of electioneering. (Effective September 1, 2013.)

**H.B. 396 (Thompson/Huffman) – Absentee Voting:** would provide that: (1) a person may apply with a single federal postcard application for a ballot for any one or more elections in which the person is eligible to vote; (2) an application that does not identify the election for which a ballot is requested shall be treated as if it requests a ballot for each general or special election held by a county, city, or independent school district in the calendar year in which the application is received and in which the person is eligible to vote; and (3) if an application described in (2) above, indicates the person is eligible to vote in an election in which the early voting clerk who received the application does not conduct early voting, the clerk shall forward a copy of the application in a form prescribed by the secretary of state to each early voting clerk who conduct early voting for an election in which the person is eligible to vote. (Effective September 1, 2013.)

**H.B. 506 (Lozano/Hinojosa) – Elections:** requires a city to designate any early voting polling place established by the county and located in the city as an early voting polling place for an

election held on the November uniform election date if: (1) the city is not holding a joint election with a county; and (2) the city has not executed a contract with a county elections officer under which the city and the county share early voting polling places for the city. (Effective September 1, 2013.)

**H.B. 666 (R. Miller/Huffman) – Voting by Mail:** provides that an early voting by mail application is considered to be an application for a ballot for each election in which the county clerk serves as early voting clerk if the application: (1) is submitted to the county clerk indicating the grounds of eligibility as age or disability; and (2) does not specify the election for which a ballot is requested. (Effective January 1, 2014.)

**H.B. 983 (Elkins/Patrick) – Election Officers:** provides that an election official or worker whose total compensation is less than \$1,000 in a calendar year is not subject to the Texas Unemployment Compensation Act. (Effective September 1, 2013.)

**H.B. 985 (Elkins) – Elections:** provides that, for an election held on the November uniform election date, the local canvass may be set not later than the 14th day after the election day. (Note: For an election held on the May uniform election date, the local canvass must occur not later than the 11th day after election day.) (Effective September 1, 2013.)

**H.B. 1129 (White/Van de Putte) – Email Ballots:** this bill: (1) allows the secretary of state to implement a pilot program to allow members of the United States armed forces on active duty overseas and eligible for hostile fire pay to cast an early voting ballot by email until September 1, 2015; (2) provides that the secretary of state shall select a county to participate in the program that desires to participate in the program and is determined by the secretary of state to have the appropriate technological capabilities; and (3) provides that, no later than January 1, 2015, the secretary of state shall file a report with the legislature on the future use of the program. (Effective September 1, 2013.)

**H.B. 2006 (Klick/Hancock) – Elections:** provides that an employee of a city that adopts or owns a voting system is eligible for appointment as the counting station manager. (Effective September 1, 2013.)

**H.B. 2110 (Kolkhorst/Campbell) – Election Officers:** provides that: (1) a person is ineligible to serve as an election judge or clerk in an election if the person is employed by or related within the second degree to an officer in any precinct in which the office appears on the ballot; and (2) each election officer shall be issued a form of identification by the secretary of state to be displayed by the officer during the officer's hours of service at the polling place. (Effective September 1, 2013.)

**H.B. 2233 (Simmons/Estes) – Early Voting:** provides that the early voting board may determine acceptance of a ballot by comparing signatures with any two or more signatures of the voter made within the preceding six years and on file with the voter registrar to confirm the signatures are of the same person. (Effective September 1, 2013.)

**H.B. 2373 (Klick/Estes) – Elections:** provides that a signature roster may be in the form of an electronic device approved by the secretary of state that is capable of capturing a voter's signature next to the voter's name on the device. (Effective September 1, 2013.)

**H.B. 2465 (Farias/Ellis) – Voter Information:** provides that any website maintained by the secretary of state that permits a person to determine his or her voter registration status shall indicate if the person is or may be on the suspense list. (Effective September 1, 2013.)

**H.B. 2475 (R. Miller/Huffman) – Voter Assistance:** provides that a person providing assistance to a voter must swear that he or she is not the voter's employer, an agent of the voter's employer, or an officer or agent of a labor union to which the voter belongs. (Effective September 1, 2013.)

**S.B. 160 (Huffman/R. Miller) – Poll Watchers:** provides that, upon accepting a watcher for service, the election officer shall provide the watcher with a form of identification, prescribed by the secretary of state, to be displayed by the watcher during the watcher's hours of service at the polling place. (Effective September 1, 2013.)

**S.B. 553 (Uresti/Johnson) – Student Early Voting Clerks:** allows: (1) a school district to adopt a policy excusing a student from attending school for service as a student early voting clerk in an election for a maximum of two days in a school year; (2) the early voting clerk to appoint not more than four student early voting clerks at an early voting polling place; and (3) the secretary of state to initiate or assist in the development of a statewide program promoting the use of student early voting clerks. (Effective September 1, 2013.)

**S.B. 722 (Ellis/Johnson) – Interpreters:** allows the authority ordering an election to either use an interpreter selected by a voter or to select an interpreter for a voter, and provides that to be eligible to serve as an interpreter, a person: (1) if selected by the voter, may be any person other than the voter's employer, an agent of the voter's employer, or an officer or agent of a labor union to which the voter belongs; or (2) if appointed to serve as an interpreter by the authority ordering the election, must be a registered voter of the county in which the voter needing the interpreter resides or a registered voter of an adjacent county. (Effective immediately.)

**S.B. 904 (Van de Putte/Morrison) – Military and Overseas Voter Empowerment (MOVE) Act:** this bill provides, among other things, that: (1) the secretary of state shall make a checklist or similar guidelines available for optional use by early voting clerks in processing an application and providing balloting materials to a military or overseas voter; (2) the deadline for a candidate to withdraw from an election is five days after the deadline for filing the candidate's application for a place on the ballot; and (3) that the secretary of state may not adjust or modify election dates or procedures affected by the state implementation of the MOVE Act after December 31, 2016. (Effective September 1, 2013.)

**S.B. 910 (Duncan/Morrison) – Elections:** this bill, among other things, provides that: (1) the delivery, submission, or filing of an election document may be transmitted by telephonic facsimile machine; (2) a voter registration application submitted by telephonic facsimile machine must be followed by a copy by mail that must be received by the registrar not later than the

fourth business day after the received transmission; (3) information required to be filed for a voter's death must be filed electronically with the secretary of state; (4) documents relating to a complaint submitted by the secretary of state to the attorney general are considered public when the secretary of state makes a determination that the complaint does not warrant an investigation; (5) the secretary of state may prescribe the form and content of a ballot for an election using a voting system, including an electronic voting system or a voting system that uses direct recording electronic voting machines, to conform to the formatting requirements of the system; (6) if a voter is early voting by personal appearance outside the early voting polling place and is physically unable to enter an early voting polling place without personal assistance or likelihood of injuring the voter's health, an election officer shall deliver a ballot to the voter at the polling place entrance or curb; (7) a candidate's name shall be placed on the ballot if the candidate is declared ineligible after 5 p.m. on the third day after the deadline for filing the candidate's application for place on the ballot; (8) except as otherwise provided by state law, a special election to fill a vacancy shall be held on the first authorized uniform election date occurring on or after the 45th day after the date the election is ordered; (9) a candidate's application for a place on a special election ballot must be filed no later than the 45th day before election day if the election day is on or after the 57th day and before the 70th day after the date of the election is ordered. (Effective September 1, 2013.)

### **Open Government**

**H.B. 367 (Martinez/Davis) – Public Information:** provides that: (1) if a legislator or the lieutenant governor discloses to a governmental unit that is a “covered entity” for purposes of medical records privacy all or part of certain communications between the legislator or lieutenant governor and residents of this state, the record or information in the possession of the governmental unit is confidential and may only be disclosed to another person to the extent that the member of the legislature or lieutenant governor elects to disclose the record or information; (2) if a governmental unit that is a covered entity for purposes of medical records privacy receives a request for public information and the responsive information is information described in (1), above, the governmental unit must promptly notify the legislator or lieutenant governor that the request was received. (Effective immediately.)

**H.B. 2414 (Button/Deuell) – Open Meetings:** provides that: (1) for purposes of the Open Meetings Act, “videoconference call” is defined to mean a communication conducted between two or more persons in which one or more of the participants communicate with the other participants through duplex audio and video signals transmitted over a telephone or data network; (2) a member or employee of a governmental body may participate remotely in a meeting of the governmental body by means of a videoconference call if the video and audio feed of the member's or employee's participation, as applicable, is broadcast live at the meeting and complies with the provisions of the bill; (3) a member of a governmental body who participates in a meeting as provided by (2), above, shall be counted as present at the meeting for all purposes; (4) a meeting of a governmental body may be held by videoconference call only if: (a) the governmental body makes available to the public at least one suitable physical space located in or within a reasonable distance of the geographic jurisdiction, if any, of the governmental body that is equipped with videoconference equipment that provides an audio and video display, as well as a camera and microphone by which a member of the public can provide testimony or otherwise actively participate in the meeting; (b) the member of the governmental

body presiding over the meeting is present at that physical space; and (c) any member of the public present at that physical space is provided the opportunity to participate in the meeting by means of a videoconference call in the same manner as a person who is physically present at a meeting of the governmental body that is not conducted by videoconference call; (5) the notice of a meeting to be held by videoconference call must specify as a location of the meeting the location of the physical space described by (4)(a), above; (6) the physical location specified under (4)(a), above, shall have two-way audio and video communication with each member who is participating by videoconference call during the entire meeting, and that each participant in the videoconference call, while speaking, shall be clearly visible and audible to each other participant and, during the open portion of the meeting, to the members of the public in attendance at the physical location and at any other location of the meeting that is open to the public; (7) the audio and video signals perceptible by members of the public at each location of the meeting be of sufficient quality so that members of the public at each location can observe the demeanor and hear the voice of each participant in the open portion of the meeting; and (8) essentially the same provisions as those found in **S.B. 1297**, summarized below and related to online communications amongst members of a governmental body, are included in the bill. (Effective immediately.)

**S.B. 457 (Rodriguez/Márquez) – Autopsy Records:** authorizes a governmental body to withhold a photograph or x-ray included in certain autopsy reports without requesting a decision from the attorney general. (Effective September 1, 2013.)

**S.B. 458 (Rodriguez/Márquez) – Motor Vehicle Records:** adds motor vehicle title or registration information to the list of confidential motor vehicle records that a governmental body may redact without requesting a decision from the attorney general. (Effective immediately.)

**S.B. 471 (Ellis/Harper-Brown) – Recording of Meeting:** defines the term “recording,” in regard to meetings, to mean a tangible medium on which audio or a combination of audio and video is recorded, including a disc, tape, wire, film, electronic storage drive, or other medium now existing or later developed. (Effective immediately.)

**S.B. 983 (Ellis/Harper-Brown) – Public Information Lawsuits:** provides that: (1) in a suit filed under the Public Information Act, the information at issue (i.e., the information held by a governmental body that forms the basis of the suit) may be filed with the court for in camera inspection; (2) a court, upon receipt of information for in camera inspection under (1), above, must: (a) enter an order preventing the release to or access by any person other than the court, a reviewing court of appeals, or parties permitted to inspect the information pursuant to a protective order; (b) append to the order the information at issue and transmit it to the clerk for filing as “information at issue;” (c) maintain the information in a sealed envelope or in a manner that precludes disclosure; and (d) transmit the information to any court of appeals as part of the clerk’s record; and (3) information filed with the court under (1), above, does not constitute “court records” and shall not be made available by the clerk or any custodian of record for public inspection. (Effective September 1, 2013.)

**S.B. 1297 (Watson/Branch) – Electronic Communications:** in regard to the Open Meetings Act, this bill: (1) provides that a communication or exchange of information between members of a governmental body about public business or public policy over which the governmental body has supervision or control does not constitute a meeting or deliberation for purposes of the Act if: (a) the communication is in writing; (b) the writing is posted to an online message board of similar Internet application that is viewable and searchable by the public; and (c) the communication is displayed in real time and displayed on the online message board or similar Internet application for no less than 30 days after the communication is first posted; (2) allows a governmental body to have only one online message board or Internet application as described in (1), above, and requires that it be owned or controlled by the governmental body, prominently displayed on the body’s primary Internet web page, and no more than one click away from the body’s primary Internet web page; (3) allows the online message board or Internet application described in (1), above, to be used only by: (a) members of the governmental body; or (b) staff members of the body who have received specific authorization from a member of the body, and who include their name and title in the post; (4) requires a governmental body that removes from the online message board or Internet application described in (1), above, a communication that has been posted for at least 30 days to maintain the posting for a period of six years, and provides that such information is public information under the Act; and (5) prohibits a governmental body from voting or taking any action required to be taken at a meeting by posting a communication on an online message board or similar Internet application. (Effective September 1, 2013.)

**S.B. 1368 (Davis/Alvarado) – Public Information Act:** provides that: (1) in addition to the definition in current law, “public information” means information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business “for a governmental body and the governmental body: (a) owns the information; (b) has a right of access to the information; or (c) spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information;” (2) in addition to the definition in current law, “public information” means information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business “by an individual officer or employee of a governmental body in the officer’s or employee’s official capacity and the information pertains to official business of the governmental body;” (3) information is in connection with the transaction of official business if the information is created by, transmitted to, received by, or maintained by an officer or employee of the governmental body in the officer’s or employee’s official capacity, or by a person or entity performing official business or a governmental function on behalf of a governmental body, and pertains to official business of the governmental body; (4) the definition of “public information” applies to and includes any electronic communication created, transmitted, received, or maintained on any device if the communication is in connection with the transaction of official business; (5) in addition to definitions in current law, the media on which public information is recorded include and device that can store an electronic signal any physical material on which information may be recorded; (6) in addition to definitions in current law, the general forms in which the media containing public information exist include email, Internet posting, text message, instant message, other electronic communication; and (7) “official business” means any matter over which a governmental body has any authority, administrative duties, or advisory duties. (Effective September 1, 2013.)

**S.B. 1512 (Ellis/Vo) – Crime Scene Images:** makes a sensitive crime scene image confidential and not subject to disclosure under the Public Information Act. (Effective September 1, 2013.)

**Other Bills**

**H.B. 7 (Darby/Williams) – Dedicated State Revenue:** this bill: (1) develops and implements a process to review the dedication, appropriation, and accumulation of general revenue dedicated funds and requires the Legislative Budget Board to incorporate into budget recommendations appropriate measures to reduce reliance on available dedicated revenue for certification; (2) reduces certain solid waste disposal “tipping” fees by approximately one quarter and would prohibit tipping fees from being applied to materials that are processed at composting and mulch processing facilities, except for materials that are utilized in the operation of or are disposed of in a landfill; (3) increases the allocation of tipping fee revenue deposited to the general revenue dedicated waste management account 549 from 50 to 66.7 percent and expands the purposes for which money in the account may be appropriated to include site remediation; and (4) expands the purposes for which money in the general revenue dedicated 9-1-1 service fees account 5050 may be appropriated to include maintaining 9-1-1 service levels during transitions to newer technology, planning and deploying certain emergency network systems, and updating geospatial mapping technologies. (Effective immediately.)

**H.B. 86 (Callegari/Lucio) – Sunset Review of Licensing Agency:** relates to the review by the Sunset Advisory Commission of a state agency that licenses an occupation, and provides that: (1) in an assessment of an agency that licenses an occupation or profession, the commission and its staff shall consider: (a) whether the licensing program serves a meaningful, defined public interest and provides the least restrictive form of regulation that will adequately protect the public interest; (b) the extent to which the regulatory objective of the licensing program may be achieved through market forces, private or industry certification and accreditation programs, or enforcement of other law; (c) the extent to which any licensing criteria ensure that applicants have occupational skills sets or competencies that correlate with a public interest and the impact those criteria have on applicants, especially those with low income, seeking to enter the occupation or profession; and (d) the impact of the regulation, including the extent to which the program stimulates or restricts competition and affects consumer choice and the cost of services; (2) a legislator may submit proposed legislation that would create or affect an occupational licensing program to the commission for review and analysis; (3) if the commission reviews a legislative proposal described in (2), above, the commission shall submit a report to the legislature before the next legislative session; and (4) if the commission analyzes a legislative proposal to create a new licensing program, it must determine whether: (a) the unregulated practice of the occupation would be inconsistent with the public interest; (b) the public can reasonably be expected to benefit from an assurance of initial and continuing professional skill sets or competencies; and (c) the public can be more effectively protected by means other than state regulation. (Effective September 1, 2013.)

**H.B. 278 (Craddick/Seliger) – Liability:** limits a city’s liability for space flight activities conducted at a municipal airport. (Effective September 1, 2013.)

**H.B. 489 (Menendez) – Assistance Animals:** this bill, among other things: (1) provides that a person is not entitled to make demands or inquiries relating to the qualification or certifications of an assistance animal for purposes of admittance to a public facility except to determine the basic type of assistance provided by the animal to a person with a disability; (2) provides that a person, including a public organization or the agent of a public organization, who violates (1), above, is guilty of a misdemeanor with an up to \$300 fine and 30 hours of community related to disabilities and is deemed to have deprived a person with a disability of his or her civil liberties; and (3) make it a misdemeanor with an up to \$300 fine and 30 hours of community service related to disabilities for a person to misrepresent that an animal is a specially trained assistance animal by using a harness or leash of the type commonly used by persons with disabilities. (Effective January 1, 2014.)

**H.B. 581 (Howard/Lucio) – Nurses:** waives governmental immunity of a city, or other governmental entity, that operates a hospital for certain employment cases involving nurses. (Effective September 1, 2013.)

**H.B. 1025 (Pitts/Williams) – Supplemental State Appropriations:** makes supplemental appropriation increases and decreases for various purposes, including: (1) a \$2 billion appropriation from the Economic Stabilization Fund to the Texas Water Development Board to finance projects in the state water plan; (2) \$450 million from general revenue for certain projects within the state highway system and various county transportation projects; and (3) \$15 million from the Economic Stabilization Fund to the Office of the Governor for: (1) wildfire recovery, remediation, and mitigation activities related to wildfires in Bastrop, Cass, and Marion Counties; (b) addressing the needed repair and rehabilitation of roads, bridges, culverts, and parks, and to complete hazardous debris removal and fire risk-mitigation activities in Bastrop County; and (c) recovery activities related to the plant explosion in West. (Effective immediately.)

**H.B. 1493 (King/Hegar) – Texas Department of Rural Affairs:** this bill makes changes to certain programs of the Texas Department of Rural Affairs (TDRA) and transfers them to the Department of Agriculture. Of particular interest to cities, the bill eliminates the TDRA's: (1) annual report on the condition of rural communities; and (2) role of assisting fire departments in rural areas with the recruitment and retention of volunteer firefighters. (Effective September 1, 2013.)

**H.B. 1717 (Price/Nichols) – Texas Board of Architectural Examiners:** this is the Texas Board of Architectural Examiners (TBAE) Sunset bill, which continues the functions of the TBAE until 2025. (Effective September 1, 2013.)

**H.B. 1724 (Bohac/Seliger) – Hotel Occupancy Taxes:** this bill, among other things: (1) imposes a statute of limitations of four years for a city to bring a suit to for delinquent hotel occupancy taxes, except that a city may bring suit at any time if: (a) with intent to evade the tax, a person files a false or fraudulent report with the city; or (b) a person has not filed a report for the tax with the city; and (2) limits the amount of interest on delinquent hotel occupancy taxes to either: (a) the prime interest rate plus one percent; or (b) the rate imposed by the city on January 1, 2013. (Effective September 1, 2013.)

**H.B. 1734 (Gutierrez/Uresti) – Type A City Special Meetings:** would provide that a mayor in a type A general law city must call a special meeting on the application of three aldermen. (Note: Previous law made it the mayor’s option.) (Effective immediately.)

**H.B. 1791 (J. Davis/Deuell) – Liability:** this bill, among other things, limits the liability of a city and certain private entities for space flight activities. Specifically, the bill: (1) defines a “space flight entity” as a person who conducts space flight activities and who, to the extent required by federal law, has obtained the appropriate Federal Aviation Administration license or other authorization, including safety approval and a payload determination and provides that the term includes: (a) a manufacturer or supplier of components, services, spacecraft, launch vehicles, or reentry vehicles used by the entity and reviewed by the Federal Aviation Administration as part of issuing the license or other authorization; (b) an employee, officer, director, owner, stockholder, member, manager, advisor, or partner of the entity, manufacturer, or supplier; (c) an owner or lessor of real property on which space flight activities are conducted, including a city, county, political subdivision, or spaceport development corporation with a contractual relationship with a space flight entity; and (d) a city, county, economic development organization, or other political subdivision in the territory or extraterritorial jurisdiction of which space flight activities are conducted; (2) provides that a space flight entity is not liable to any person for damages resulting from nuisance arising from testing, launching, reentering, or landing or subject to any claim for nuisance arising from testing, launching, reentering, or landing; (3) provides that a space flight entity is not liable to any person for a space flight participant injury or damages arising out of space flight activities if the space flight participant has signed the agreement required by current law (as modified by this bill) and given written consent as required by federal law; (4) allows liability for a space flight participant injury caused by gross negligence or intentional acts; and (5) provides that noise arising from space flight activities, if lawfully conducted, does not constitute “unreasonable noise” for purposes of the Penal Code. (Effective September 1, 2013.)

**H.B. 1869 (Price/Duncan) – Health Care Subrogation:** changes subrogation law to: (1) allow a health plan, including an employee benefits pool, to contract to be subrogated and have a right of reimbursement against a third party who causes covered injuries to one of the plan’s covered individuals; (2) allow a health plan that covers an individual injured by a third party, in cases where the injured individual is not represented by an attorney, to recover the lesser of one-half of the covered individual’s recovery or the total cost of benefits paid for the injured individual due to the injury; (3) allow a health plan that covers an individual injured by a third party, in cases where the injured individual is represented by an attorney, to recover the lesser of one-half of the covered individual’s recovery less attorney’s fees and procurement costs or the total cost of benefits paid for the injured individual due to the injury less attorney’s fees and procurement costs; (4) make inapplicable the rule that an insured individual has to be made whole before the health plan gets paid under a lawsuit; (5) require the health benefit plan that is the payor of benefits to an individual who is injured by a third party to pay the individual’s attorney an agreed-to fee and a pro rata share of expenses if the health benefit plan is not represented by a separate attorney during the personal injury litigation; (6) require a court to divide the fee between both attorneys if both the individual and health plan have attorney representation at the personal injury suit and cap such fee to one third of the health plan’s recovery; and (7) prohibit a

health plan form pursuing recovery against a covered individual's first-party recovery. (Effective January 1, 2014.)

**H.B. 1908 (Eiland/Hancock) – Venue Projects/Hotel Occupancy Taxes:** this bill: (1) requires a ballot proposition authorizing the imposition of a hotel occupancy tax to support a venue project to include specific ballot language that lists the maximum hotel occupancy tax rate imposed from all sources; and (2) prohibits a city or county from proposing a hotel occupancy tax rate that would cause the combined hotel occupancy tax rate imposed from all sources at any location in the city or county to exceed 17 percent of the price paid for a room in a hotel, but the following may not be included in calculating the combined hotel occupancy tax rate: (a) an assessment for a public improvement district composed of territory in which the only businesses are hotels with 100 or more rooms ordinarily used for sleeping; (b) an assessment by a municipal management district; or (c) a fee collected by a hotel to recover the cost of an assessment under (a) or (b). (Effective September 1, 2013.)

**H.B. 2021 (E. Rodriguez/Hinojosa) – Debt Collection:** authorizes a county or city to contract with a private attorney or public or private vendor for the collection of a debt owed in relation to a civil case if the debt is more than 60 days overdue, and to collect a fee of not more than 30 percent of the amount collected in order to compensate the attorney or vendor. (Effective Immediately.)

**H.B. 2472 (Cook/Birdwell) – Department of Information Resources:** this is the Department of Information Resources sunset bill, which continues that department until 2021. Of interest to cities, it provides that the department shall adopt a process to determine the amount of the administrative fee the department charges to administer any of its programs. (Effective September 1, 2013.)

**H.J.R. 87 (Muñoz/Hinojosa) – Vacancies:** proposes an amendment to the Texas Constitution that will authorize a home rule city whose governing body has terms of office of more than two years to provide in its charter the procedure for filling a vacancy on the governing body for which the unexpired term is 12 months or less. (Effective if approved at the election on November 5, 2013.)

**S.B. 169 (Hegar/Morrison) – Venue Project Election:** amends the required ballot language for an election to approve and finance a municipal or county venue project to read: “impose a new” or “authorize the use of the existing” tax. (Effective September 1, 2013.)

**S.B. 1 (Williams/Pitts) – State Budget:** this is the state budget. The following chart shows the differences over the coming biennium in city-related items from the current budget:

Budget Item	SB1	2012-2013 appropriated	Change
Mixed Beverage Tax	\$307,296,000	\$246,020,807	\$61,275,193
Library Resource Sharing	\$24,170,709	\$14,534,904	\$9,635,805
Local Library Aid	\$4,114,692	\$9,720,097	\$(5,605,405)
Local Parks Grants	\$16,368,960	\$881,460	\$15,487,500

TCEQ Solid Waste			
Grants	\$15,625,679	\$15,616,454	\$9,225
LEOSE Training Funds	\$12,000,000	\$0	\$12,000,000
Total:	\$379,576,040	\$286,773,722	\$92,802,318

**S.B. 204 (Nichols/Price) – Texas Board of Professional Engineers:** this is the Texas Board of Professional Engineers (TBPE) Sunset bill. Of particular interest to cities, the bill continues the functions of the TBPE until 2025 and provides that, if it appears to the TBPE that a person who is not licensed, certified, or registered as an engineer is violating the engineering law, a rule adopted under the law, or another state statute or rule relating to the practice of engineering, the TBPE, after notice and opportunity for a hearing, may issue a cease and desist order prohibiting the person from engaging in the activity. (Effective September 1, 2013.)

**S.B. 211 (Nichols/Dutton) – Texas Facilities Commission:** this is the Texas Facilities Commission sunset bill. Among other things, the bill continues the commission until September 1, 2021, and provides that: (1) the commission is authorized to use public-private partnerships (P3s) for the construction of state buildings; (2) not later than the 30th day before the date the commission is scheduled to meet and vote on a P3 project to develop or improve state property in a city, the commission staff must: (a) place the project on the commission’s meeting agenda to provide the public with notice of the meeting and an opportunity to comment; and (b) present sufficient information to commission members to enable the members to adequately prepare for the meeting and to address the members’ questions and concerns; (3) with regard to surplus state property that the commission donates to a political subdivision, the political subdivision may not lease, lend, bail, deconstruct, encumber, sell, trade, or otherwise dispose of the property before the second anniversary of the date the property was acquired; (4) a political subdivision that violates (3), above, shall remit to the commission the amount the political subdivision received from the lease, loan, bailment, deconstruction, encumbrance, sale, trade, or other disposition of the property unless the commission authorizes the action taken by the political subdivision with respect to the property; and (5) various changes to the existing P3 statute available to the state and certain political subdivisions are made, including: (a) if the state intends to develop or operate a P3 project under state law, the state entity proposing to develop or operate the project adopts a development plan on the real property associated with the project; (b) the plan must address local land use planning ordinances; (c) the plan must comply with existing rules, regulations, orders, or ordinances for real property development to the extent the rules, regulations, orders, or ordinances are not detrimental to the interests of the state as determined by the special board of review provided for in (j), below; (d) the state entity shall notify the local government to which the plan will be submitted of the state entity’s intent to prepare a development plan and provide the local government with information relating to the location of the real property to be offered for sale or lease, the highest and best use of the real property, and the process for preparing the development plan; (e) not later than the 30th day after the date the local government receives the notice, the local government may request the state entity to hold a public hearing to solicit public comment; (f) the local government shall provide notice of the hearing to real property owners in at least the same manner that notice is provided for adopting zoning regulations or subdivision requirements in the local government’s jurisdiction; (g) if the local government does not request a public hearing, the state entity may hold a hearing to solicit public comment; (h) detailed provisions for how the hearing under (f) or (g), above, is

conducted; (i) the development plan shall ultimately be submitted to any local government having jurisdiction over the real property in question for consideration, at which time the local government shall evaluate the plan and either accept or reject the plan not later than the 120th day after the date the state entity submits the plan, or waive any right to do so; (j) if the local government denies a rezoning request submitted under the bill, the matter may be appealed to a special board of review consisting of the following members: (i) the land commissioner; (ii) the mayor of the city within whose corporate boundaries or extraterritorial jurisdiction the real property is located; (iii) the county judge of the county in which the qualifying project is located; (iv) the executive director of the state entity that proposes to develop or operate the qualifying project; and (v) a member appointed by the governor; (k) if after the hearings the special board of review determines that local zoning requirements are detrimental to the best interest of the state, the board shall issue an order establishing a development plan to govern the use of the real property that shall be final and binding on the state, its lessees, successors in interest and assigns, and affected local governments or political subdivisions unless revised by the special board of review. (Effective immediately.)

**S.B. 219 (Huffman/Bonnen) – Texas Ethics Commission:** among other things, this bill: (1) makes various changes in regard to the functions and duties of the Texas Ethics Commission, including: (a) changing the system by which ethics violations/alleged violations are categorized and handled; and (b) requiring the commission to design forms that may be used for filing a financial statement with an authority other than the commission (e.g., a city); (2) changes the financial disclosure statement requirements in cities with 100,000 or more in population to provide that: (a) a statement may be filed with the city clerk or secretary by electronic mail, and the clerk or secretary may prescribe guidelines for filing by electronic mail; and (b) a financial statement that is not filed by electronic mail is timely filed if it is properly addressed and placed in the U.S. post office or with a common or contract carrier not later than the last day for filing; and (3) amends the definition of “political advertising” to include communications transmitted by an automated dial announcing device and adds some political advertising disclosure requirements. (Effective September 1, 2013, except as otherwise provided in the bill.)

**S.B. 251 (West/Carter) – Unsworn Declaration:** allows a government employee, including a city employee, who uses a job-related unsworn declaration in lieu of written sworn declaration, verification, certification, oath, or affidavit to use language in the statement regarding their employment with the governmental entity instead of using their personal information. (Effective September 1, 2013.)

**S.B. 353 (West/Dukes) – Emergency Shelters:** exempts an emergency shelter facility that provides shelter or care to a minor and the minor’s children from the requirement that a child-care facility or child-placement agency be operated with a license if the emergency shelter is currently under a contract with a state or federal agency or meets certain requirements for a family violence shelter. (Effective immediately.)

**S.B. 360 (Watson/Lucio) – Euthanasia:** this bill: (1) prohibits an animal shelter from euthanizing a dog or cat by administering compressed carbon monoxide; and (2) requires the executive commissioner of the Health and Human Services Commission, rather than the State Board of Health, to adopt rules not later than December 1, 2013, regarding the use of compressed

carbon monoxide to euthanize animals other than dogs or cats. (Effective immediately, but compliance is not required earlier than January 1, 2014.)

**S.B. 531 (Duncan/Smithee) – Self-Insurance**: allows: (1) a governmental unit, including a city to purchase reinsurance for a risk covered by self-insurance; (2) a self-insurance fund to satisfy any statutory or regulatory insurance coverage requirements; and (3) a certificate of coverage issued on behalf of a governmental unit, including a city, demonstrating adequate required coverage, to satisfy any statutory or regulatory requirement that proof of insurance be shown. (Effective September 1, 2013.)

**S.B. 581 (Carona/Villarreal) – Public Funds Collateral Act**: this bill: (1) for a deposit of public funds under a pooled collateral program, requires a custodian of the collateral to deliver a trust receipt for the collateral to the comptroller; (2) for any other deposit of public funds, allows a custodian to issue and deliver a trust receipt for the pledged security to the public entity's depository and instruct the depository to deliver the trust receipt to the public entity officer immediately; (3) requires the custodian to issue and deliver the trust receipt as soon as practicable on the same business day on which the investment security is received; and (4) requires a custodian of collateral to provide a list of all investment securities pledged to the public entity at the request of the public entity. (Effective immediately.)

**S.B. 637 (Paxton/Flynn) – City Debt**: this bill: (1) requires the document ordering a bond election to distinctly state: (a) the proposition language that will appear on the ballot; (b) the purpose for which the bonds are to be authorized; (c) the principal amount of the bonds to be authorized; (d) that taxes sufficient to pay the annual principal and interest on the bonds may be imposed; (e) a statement of the estimated tax rate if the bonds are authorized or of the maximum interest rate of the bonds based on the market conditions at the time of the election order; (f) the maximum maturity date of the bonds to be authorized or that the bonds may be issued to mature over a specified number of years not to exceed 40; (g) the aggregate amount of outstanding principal of the city's debt obligations secured by property taxes as of the beginning of the fiscal year in which the election is ordered; (h) the aggregate amount of the outstanding interest on debt obligations secured by property taxes of the city as of the beginning of the fiscal year in which the election is ordered; and (i) the debt service property tax rate for the city at the time the election is ordered, expressed as an amount per \$100 valuation of taxable property; and (2) requires the document ordering a bond election to be posted: (a) in a prominent location at each polling place on election day and during early voting; (b) in three public places within the city limits not later than 21 days before the election; and (c) prominently on the city's Internet website (if it maintains one) along with the notice of the election and contents of the proposition during the 21 days before the election. (Effective September 1, 2013.)

**S.B. 656 (Paxton/Button) – Budget and Tax Rate Adoption**: this bill: (1) requires the city council's vote to adopt a budget to be a record vote; (2) requires an adopted budget to contain a cover page that includes: (a) a specific statement on the whether the budget raises more, less, or the same amount of property tax revenue compared to the previous year's budget; (b) the record vote of each member of the governing body by name voting on the adoption of the budget; (c) the city property tax rates for the preceding and current fiscal years, including the adopted rate, effective tax rate, effective maintenance and operations tax rate, rollback tax rate, and debt rate;

and (d) the total amount of city debt obligations secured by property taxes; (3) requires a city with a website to post the cover page in (2), above, on the city's website, and keep the record vote information on the city's website for at least one year after the budget is adopted; and (4) requires the city council to amend the cover page to include the property tax rate information for the current fiscal year if the rates are not included on the cover page when the budget is filed with the city secretary. (Effective September 1, 2013.)

**S.B. 866 (Paxton/Elkins) – Technology Centers**: provides that: (1) the Texas Department of Information Resources (DIR) may establish or expand a statewide technology center to include participation by a local government; (2) a local government, including a city, may submit a request to DIR to receive services or operations through a statewide technology center; (3) DIR shall conduct a cost and requirements analysis for the local government requesting the services of a technology center; (4) if it selected for participation, a local government may contract with DIR to receive the identified services; and (4) two or more local governments that are parties to an interlocal agreement may apply to the department and participate in a statewide technology center. (Effective immediately.)

**S.B. 1040 (Taylor/Bohac) – Automated Dialing Devices**: exempts cities from the restrictions regarding automated dialing devices, which include notice, hours, permits, and content, so long as the messages sent by automated dialing are to deliver information to citizens of the city regarding a public health, safety, or welfare issue. (Effective September 1, 2013.)

**S.B. 1125 (Carona/Smithee) – Insurance Purchasing Groups**: provides that: (1) a purchasing group composed primarily of employees of a political subdivision, including a county, municipality, or school district, may purchase first-party indemnity coverage, in addition to the liability coverage, on a group basis for other risks to which members may be exposed provided that the aggregate coverage limit per group member for the risk does not exceed three percent of the per member coverage limit for liability coverage; and (2) a purchasing group shall notify the Commissioner of Insurance of the group's intent to purchase such coverage not later than the 60th day before the date the policy that includes the coverage is initially issued, with certain exceptions. (Effective September 1, 2013.)

**S.B. 1437 (Paxton/Sanford) – Electronic Filing**: allows a municipal clerk to file documents electronically for recoding with a county clerk that accepts electronic filing and recording. (Effective immediately.)

**S.B. 1610 (Schwertner/Kolkhorst) – Breach of Computer Data**: allows: (1) notice of a breach of computer system security to a resident of another state when that state requires a person conducting business to disclose breaches of sensitive personal information to be provided: (a) as required under that state's law; or (b) as required by Texas law; and (2) a business required to disclose a breach of system security to give notice by providing, among other options, written notice at the last known address of the individual whose sensitive personal information is believed to have been acquired. (Effective immediately.)

## **Municipal Courts**

**H.B. 528 (Turner/Whitmire) – Juveniles:** this bill makes confidential all records and files that relate to: (1) a criminal case for a fine-only misdemeanor offense (other than a traffic offense) that is committed by a child and appealed; and (2) a child who is charged with, convicted of, found not guilty of, had a charge dismissed for, or is granted deferred disposition for a fine-only misdemeanor (other than a traffic offense). (Effective January 1, 2014.)

**H.B. 2302 (Hunter/West) – Electronic Filing:** permits a local government that uses the electronic filing system established by the Supreme Court of Texas to charge a fee of \$2 for each electronic filing transaction if: (1) the fee is necessary to recover the actual system operating costs reasonably incurred by the local government to accept electronic payments of interface with other technology information systems; (2) the fee does not include an amount to recover local government employee costs, other than costs for directly maintaining the system; (3) the governing body approves the fee; and (4) the local government annually certifies to the Office of Court Administration on a form prescribed by the office that the amount of the fee is necessary to recover the actual system operating costs. (Effective September 1, 2013.) (Note: This provision expires on September 1, 2019.)

**H.B. 2679 (Guillen/Rodriguez) – Defendant’s Plea:** this bill: (1) allows a municipal court judge to: (a) permit a defendant in jail to enter in a plea; (b) accept the plea entered; and (c) assess the defendant’s punishment; and (2) requires the judge to grant a motion for a new trial made by a defendant who enters in a plea while in jail, if made not later than 10 days after the judgment and sentence are entered. (Effective September 1, 2013.)

**H.B. 3561 (Murphy/Patrick) – Court Proceedings:** allows the municipal court of a city with a population of 3,500 or less to conduct its proceedings within the city limits of a contiguous incorporated city. (Effective immediately.)

**S.B. 107 (West/Johnson) – Municipal Court Records:** prohibits a municipal court from disclosing to the public any information that is the subject of an order of nondisclosure. (Effective September 1, 2013.)

**S.B. 181 (Hegar/Guillen) – Proof of Financial Responsibility:** provides that: (1) a motor vehicle operator may provide evidence of financial responsibility in electronic format displayed on a wireless communication device; (2) the display of motor vehicle financial responsibility information on a wireless communication device does not constitute effective consent for an officer, or any other person, to access the contents of the wireless communication device except to view the financial responsibility information; (3) the authorization in (1), above, does not prevent a court or the commissioner of insurance from requiring a person to provide a paper copy of financial responsibility at later proceedings; and (4) if a peace officer has access to a verification program, the officer may not issue a citation for a failure to provide proof of motor vehicle financial responsibility unless the officer attempts to verify through the program that financial responsibility has been established for the vehicle and is unable to make that verification. (Effective immediately.)

**S.B. 390 (West/Lewis) – Court Costs:** repeals the provision in current law regarding the implementation dates of new or amended courts costs. (Note: The effect of the bill is to repeal the exception so that all new legislatively-enacted criminal costs become effective on January 1 following the legislative session.) (Effective immediately.)

**S.B. 393 (West/Lewis) – Juvenile Offenders:** this bill: (1) allows a municipal court to permit a child defendant to choose to elect to discharge a fine or cost by either paying the fine or cost as allowed under current law or by performing community service or receiving tutoring; (2) requires that the defendant's election under (1), above, be made in writing, signed by the defendant and, if present, the defendant's parent, guardian, or managing conservator and entered in the record, with a copy provided to the defendant; (3) provides that all records and files relating to a child who is convicted of a fine-only misdemeanor other than a traffic offense and has satisfied the judgment or who has received a dismissal after deferral of disposition are confidential; (4) allows a court to waive payment of a fine or cost imposed on a defendant who defaults in payment if the court determines that the defendant is a child and discharging the fine or cost in an alternative method, including performing community service, would impose an undue hardship; (5) authorizes a municipal court, with approval of the city council, to employ one or more juvenile case managers to provide prevention and early intervention services to juveniles considered at-risk of entering the juvenile justice system or engaged in misconduct prior to cases being filed; (6) requires that a municipal court dismiss a complaint or referral made by a school district if the complaint is not filed correctly by the school district; (7) prohibits a peace officer from issuing a citation to a child who is alleged to have committed a school offense; (8) allows a school district to develop graduated sanctions against a child alleged to have committed a school offense that are required to be imposed before a complaint is filed with the court; (9) specifies certain requirements in relation to a complaint alleging the commission of a school offense; (10) allows an attorney representing the state to adopt rules pertaining to the filing of a complaint for a school offense; and (11) prohibits a person younger than 10 years of age from being prosecuted for a fine-only misdemeanor or city ordinance violation. (Effective September 1, 2013.)

**S.B. 394 (West/Herrero) – Juvenile Records:** provides that records and files relating to a child who has received a dismissal after deferral of disposition for a misdemeanor offense punishable by fine only (other than a traffic offense) are confidential and may not be disclosed to the public. (Effective September 1, 2013.)

**S.B. 395 (West/Herrero) – Fines and Court Costs:** this bill: (1) allows a municipal court to permit a defendant who is a child to elect to discharge a fine or cost by either paying the fine or cost as allowed under current law or by performing community service; (2) requires that the defendant's choice under (1), above, be made in writing, signed by the defendant and the defendant's parent, guardian, or managing conservator, if present, and entered in the record; and (3) allows a court to waive payment of a fine or cost imposed on a defendant who defaults in payment if the court determines that the defendant is a child and discharging the fine or cost in an alternative method, including performing community service, would impose an undue hardship. (Effective September 1, 2013.)

**S.B. 462 (Huffman/Lewis) – Specialty Court Programs:** provides that a city that establishes a drug court program must: (1) provide to the criminal justice division of the governor’s office: (a) written notice of the program, (b) any resolution or other official declaration under which the program was established, and (c) a copy of the applicable community justice plan that incorporates duties related to supervision that will be required under the program; and (2) receive from the division written verification of the program’s compliance. (Note: A specialty court program that fails to comply is not eligible to receive any state or federal grant funds administered by any state agency.) (Effective September 1, 2013.)

**S.B. 484 (Whitmire/Turner) – Prostitution Prevention Program:** this bill: (1) allows a city or group of cities to establish a prostitution prevention program for defendants charged with prostitution; (2) authorizes a program to collect a fee from a participant in the program; and (3) requires a commissioners court of a county to establish a prostitution prevention program if the county has a population of more than 200,000 and a city in the county has not established a program. (Effective immediately.)

**S.B. 1114 (Whitmire/Herrero) – Juvenile Misdemeanors:** this bill: (1) prohibits a peace officer from issuing a citation for conduct by a child who is younger than 12 years of age that is alleged to have occurred on school property or on a vehicle owned or operated by a county or independent school district; (2) requires a court to dismiss a complaint or a referral made by a school district that does not comply with statutory requirements; (3) prohibits a warrant from being issued for the arrest of a person for a Class C misdemeanor, if the violation was committed when the person was younger than 17 years of age; (4) permits a child accused of a Class C misdemeanor, other than a traffic offense, to be referred to a first offender program; (5) allows a law enforcement officer to refer the child to the first offender program before issuing a citation; and (6) prohibits a case from being filed with a criminal court when the child has successfully completed the first offender program. (Effective September 1, 2013.)

**S.B. 1234 (Whitmire/Price) – Failure to Attend School:** changes the penalties for the offense of failure to attend school including setting up alternatives to fines and providing for additional truancy resources in schools and allows a city to employ a juvenile case manager. (Effective September 1, 2013.)

**S.B. 1419 (West/Lewis) – Truancy Prevention Fund:** this bill: (1) requires a person convicted in a municipal or justice court of an offense, other than an offense relating to a pedestrian or the parking of a motor vehicle, to pay an additional \$2 court cost, which will be deposited in a dedicated state account for truancy prevention and diversion; (2) permits the city to deduct and retain 50 percent of the cost for the purposes of operating or establishing a juvenile case manager program; and (3) allows a local government entity to request funds from the dedicated state account also for providing truancy prevention and intervention services. (Effective September 1, 2013.)

**S.B. 1611 (Ellis/Thompson) – Discovery:** this is the “Michael Morton Act,” and provides that: (1) a prosecutor, including a municipal prosecutor, upon request from the defendant shall produce and permit inspection and the electronic duplication, copying, and photographing of any evidence in possession of the state, including witness statements of law enforcement officers; (2)

the state may provide to the defendant electronic duplicates of any documents of other information the state is required to disclose to the defendant; (3) the state is not required to allow electronic duplication of information for a pro se defendant; (4) the defendant or an agent of the attorney representing the defendant may not disclose anything received from the state to a third party; (5) before accepting a plea of guilty or no contest, or before each trial, each party shall acknowledge in writing or on the record in open court the disclosure, receipt, and list of all documents, items, and information provided to the defendant under this article; (6) the state shall promptly disclose the existence of any additional information required to be disclosed that is discovered before, during, or after the trial; and (7) a court may order the defendant to pay costs related to discovery, provided that those charges may not exceed the charges prescribed by the Texas Public Information Act's cost schedule. (Effective January 1, 2014.)

**S.B. 1896 (Garcia/Naishtat) – Municipal Judge:** would provide that information contained in property tax appraisal records that identifies the home address of a municipal judge is confidential. (Effective immediately.)

**S.B. 1908 (West) – Court Fee Study:** provides that the Office of Court Administration shall: (1) conduct a study on court fees and costs that identifies each statutory law imposing a court fee or cost in a court in the state; (2) determine whether each identified fee or cost is necessary to accomplish the state statutory purpose; (3) compile a list of the identified fees and costs and of each fee or cost the office determines is necessary; (4) publish the list on the office's Internet website and in the Texas Register; (5) provide a copy of the list and determinations to the Governor, Lieutenant Governor, and Speaker of the House of Representatives; (6) the office shall consult with local government representatives as the office determines appropriate; and (7) the Texas Legislative Council shall prepare for consideration by the Eighty-Fourth Legislature a revision of the statutes of the state as necessary to reflect the court fees and costs identified by the Office of Court Administration. (Effective September 1, 2013.)

**S.J.R. 42 (Huffman/Dutton) – Judicial Sanctions:** amends the Texas Constitution to expand the ability of the State Commission on Judicial Conduct to sanction a judge. (Effective if approved at the election on November 5, 2013.) (Note: This provision expires January 1, 2016.)

## **Community and Economic Development**

**H.B. 403 (S. Davis/Ellis) – Building Inspectors:** provides that: (1) a certified municipal inspector is not liable for civil damages, including personal injury, wrongful death, property damage, or other loss related to the inspector's act, error, or omission, unless it constitutes gross negligence or wanton, willful, or intentional misconduct when providing inspection services that are: (a) authorized by the scope of the inspector's national model code group certification or plumbing inspector's license; (b) provided voluntarily and without compensation or the expectation of compensation from any source; (c) in response to and during the duration of a proclaimed state of emergency or disaster; (d) provided at the request or with the approval of a federal, state, or local public official acting in an official capacity; and (e) related to a structure, building, premises, piping, or other system; and (2) a "certified municipal inspector" is defined as an individual who is employed full-time by a political subdivision and is currently: (a)

certified by a national model code group; or (b) licensed as a plumbing inspector. (Effective immediately.)

**H.B. 654 (Cortez/Hinojosa) – Housing Authority Commissioners:** repeals term limits for local housing authority commissioners in a city with a municipal housing authority with a total number of units of 150 or more. (Effective immediately).

**H.B. 674 (Ratliff/Carona) – Zoning:** provides that: (1) before the 10th day before the hearing date on a rezoning, written notice of each public hearing before the zoning commission on a proposed change in a zoning classification affecting residential or multifamily zoning shall be sent to each school district in which the property for which the change in classification is proposed is located; (2) the notice may be served by its deposit in the city, properly addressed with postage paid, in the United States mail; and (3) the requirement does not apply to a city the majority of which is located in a county with a population of 100,000 or less, except that such a municipality must give notice to a school district that has territory in the city and requests the notice. (Effective September 1, 2013.)

**H.B. 738 (Crowover/Nelson) – Special Districts:** applies to the creation of a municipal utility district all of which is to be located outside the corporate limits of a city and provides that: (1) promptly after a petition is filed with the Texas Commission on Environmental Quality to create a district, the commission shall notify the commissioners court of any county in which the proposed district is to be located; (2) the commissioners court of a county in which the district is to be located may review the petition for creation and other evidence and information relating to the proposed district that the commissioners consider necessary; (3) in the event the commissioners court votes to submit information to the commission or to make a recommendation regarding the creation of the proposed district, the commissioners court shall submit to the commission, at least 10 days before the date set for action on the petition, a written opinion stating whether the commissioners court recommends the creation of the proposed district and any findings, conclusions, and other information that the commissioners court thinks would assist the commission in making a final determination on the petition. (Effective September 1, 2013.)

**H.B. 1982 (Murphy/Hinojosa) – Enterprise Zones:** this bill, among other things: (1) authorizes a county to nominate for designation as an enterprise project a project or activity of a qualified business that is located within the jurisdiction of city located in the county only if the nominating county enters into an interlocal agreement with the city that has jurisdiction of the territory in which the nominated project or activity will be located; (2) requires that the interlocal agreement specify that either the nominating county or the city that has jurisdiction of the territory in which the nominated project or activity will be located is the governmental body having administration authority and that both the city and the county approve the nomination; and (3) requires the nominating city or county to submit: (a) a certified copy of the minutes of all public hearings regarding local incentives available to qualified businesses with the nominating body's jurisdiction; and (b) any interlocal agreement that states which governing body has administration authority and that both the city and the county approve the nomination of the project or activity. (Effective September 1, 2013.)

**H.B. 2062 (J. Davis/Taylor) – Plumbers:** provides, among other things, that: (1) the installation, repair, and service of equipment for rainwater harvesting is considered “plumbing” for purposes of state law; (2) a water supply protection specialist is authorized to treat rainwater or repair rainwater harvesting systems; (3) a city that adopts a plumbing code shall provide by ordinance or bylaw that a person must obtain a permit before the person performs plumbing, other than the repairing of leaks, the replacement of lavatory or kitchen faucets, the replacement of ballcocks or water control valves, the replacement of garbage disposals, or the replacement of water closets; and (4) responsible master plumbers and plumbing contractors are added to the list of persons who are not required to pay a plumbing registration fee or administrative fee in a city or any other political subdivision. (Effective September 1, 2013.)

**H.B. 2473 (Deshotel/Williams) – Economic Development Corporations:** authorizes a Type A or Type B economic development corporation to spend sales tax revenue for the development or construction of housing facilities on or adjacent to the campus of a public state college through September 1, 2017. (Effective September 1, 2013.)

**H.B. 2636 (Frullo/Duncan) – Tax Increment Financing:** allows money in the tax increment fund for a reinvestment zone to be transferred to the tax increment fund for an adjacent zone if: (1) the taxing units that participate in the reinvestment zone transferring the funds also all participate in the adjacent zone that is to receive the funds; (2) each taxing unit agrees to deposit the same portion of tax increment in the fund for each zone; and (3) the holders of any tax increment bonds or notes issued for the transferring zone agree to the transfer. (Effective September 1, 2013.)

**H.B. 3159 (Isaac/Zaffirini) – Emergency Services Districts:** authorizes a city and an emergency services district (ESD) to agree, before or after an annexation, on an allocation between the city and the ESD of revenue from the sales and use tax imposed in an area annexed by the city for full purposes that is not removed from an ESD. (Effective September 1, 2013.)

**H.B. 3361 (Dutton/Birdwell) – Texas Department of Housing and Community Affairs:** this is the Texas Department of Housing and Community Affairs sunset bill. Of particular interest to cities, the bill: (1) continues the department until 2025; (2) provides that the department shall adopt a policy providing for the debarment of a person from participation in programs administered by the department if certain conditions are met; (3) requires the department, when scoring applications for low income housing tax credits, to consider quantifiable community participation with respect to the development, evaluated on the basis of – among other things – a resolution concerning the development that is voted on and adopted by the governing body of a city; (4) provides that, before submitting to the department an application for housing tax credits for developments financed through the private activity bond program, including private activity bonds issued by the department, the Texas State Affordable Housing Corporation, or a local issuer, an applicant must provide notice of the intent to file the application to the governing body of a city in which the proposed development site is to be located, and that the city shall hold a hearing at which public comment may be made on the application; (5) the department may not approve an application for housing tax credits for developments financed through the private activity bond program unless the applicant has submitted to the department a certified copy of a resolution from the city, which must contain various information, including that the city does not

object; and (6) makes administrative changes to the department's manufactured housing regulations. (Effective September 1, 2013.)

**S.B. 398 (Hancock/Patrick) – Major Events Trust Fund:** provides that an NCAA Bowl Championship Series or its successor or an NCAA Division I postseason playoff or championship game is eligible for funding by the major events trust fund. (Effective immediately.)

**S.B. 672 (Carona/Guillen) – Industrialized Housing and Buildings:** provides that, notwithstanding any other law, the Texas Department of Licensing and Regulation may not perform an inspection or investigation, open a complaint, initiate an administrative or enforcement action, or impose a penalty against a manufacturer, builder, or third-party inspector of industrialized housing after the second anniversary of the date of the final on-site inspection of the industrialized housing. (Effective September 1, 2013.)

**S.B. 837 (Ellis/Bohac) – Nuisance Authority:** allows a city to require the owner of real property to keep the property free from: (1) weeds; (2) brush; and (3) the following specific conditions which constitute a public nuisance: (a) keeping, storing, or accumulating refuse on premises in a neighborhood unless the refuse is entirely contained in a closed receptacle; (b) keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or is not visible from a public street; and (c) maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests. (Effective immediately.)

**S.B. 985 (Zaffirini/Isaac) – Sale of Real Property:** this bill: (1) authorizes a home rule city to contract with a broker to sell a tract of real property owned by the city and pay the broker a fee if the broker produces a ready, willing, and able buyer to purchase the property; (2) provides that if a contract is made as described in (1), above, to list a property for sale for at least 30 days with a multiple-listing service (MLS), the governing body on or after the 30th day after the date the property is listed may sell the property to a ready, willing, and able buyer who is produced by any broker using the MLS and submits the highest cash offer; and (3) allows the governing body to sell a tract of property as described above without complying with the public auction or notice and bidding requirements prescribed by law. (Effective immediately.)

**S.B. 1083 (Rodriguez/Lewis) – Eminent Domain:** would provide that a city may appeal an interlocutory order of a statutory probate court. (Note: Certain probate courts have jurisdiction over eminent domain matters, and this bill would authorize appeals from those courts as is allowed from other trial courts under current law. The companion to this bill, **H.B. 1174 (Fallon/Nelson)**, passed as well.) (Effective September 1, 2013.)

**S.B. 1200 (Van de Putte/Menendez) – Military Bases:** creates a grant program to assist local government entities, including cities, to respond to an anticipated, planned, announced, or implemented action of the federal government that would affect defense worker jobs or facilities within their community. (Effective September 1, 2013.)

**S.B. 1596 (Zaffirini/E. Rodriguez) – Emergency Services Districts:** this bill, among other things: (1) clarifies current law to require that a city must provide an emergency services district written notice of removal of territory from the district only if the city intends to be the sole provider of emergency services to the territory; (2) prohibits an emergency services district from enacting any regulation or building code requiring the installation of a multipurpose residential fire protection sprinkler system in a new or existing one or two-family dwelling; (3) provides that a fire code adopted by a county commissioners court may only apply to certain buildings constructed within an emergency services district; (4) provides that a city’s annexation service plan may not provide services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the area before annexation or cause a reduction in fire and police protection and emergency medical services within the area to be annexed below that of areas within the corporate boundaries of the city with similar topography, land use, and population density; and (5) the changes made by the bill do not affect the obligation of a municipality that has adopted Chapter 143 to provide police, fire, or emergency medical services within the municipality’s corporate boundaries by means of personnel classified in accordance with that chapter. (Effective September 1, 2013.)

**S.B. 1599 (Zaffirini/Raymond) – Colonias:** this bill, among other things: (1) requires the secretary of state’s classification system that allows the secretary of state to track and report on the progress of state-funded projects in providing water or wastewater services, paved roads, and other assistance to colonias to include a method for a city or county to nominate an area for identification as a colonia; and (2) provides that, before an application for colonia funding through the Texas Water Development Board may be considered by the board for a project in the extraterritorial jurisdiction of a city, the applicant must demonstrate that the state’s model subdivision rules have been adopted and are enforced in the extraterritorial jurisdiction by the city or the county. (Effective September 1, 2013.)

**S.B. 1678 (Deuell/Isaac) – Major Events Trust Fund and Events Trust Fund:** this bill, among other things:

1. adds the X Games, a mixed martial arts championship, and the largest event held each year at a sports entertainment venue in this state with a permanent seating capacity of not less than 125,000 to the list of events for which the Major Events Trust Fund (METF) may be used;
2. provides that a listed event may receive funding from the METF if: (a) a site selection organization selects a site located in this state for the event to be held one time or, for an event scheduled to be held each year for a period of years under an event contract or an event support contract, one time each year for the period of years, after considering other sites that are not located in the state; (b) a site selection organization selects a site in this state as the sole site for the event in a region composed of this state and one or more adjoining states; and (c) the amount of incremental increase in tax receipts equals or exceeds \$1 million;

3. with regard to the METF, requires a request for a determination of the amount of incremental increase in tax receipts to be sent to the comptroller not earlier than one year and not later than 45 days before the date the event begins;
4. with regard to the METF or Events Trust Fund (ETF), requires an endorsing city or local organizing committee to send to the comptroller an estimate of the number of people expected to attend the event who are not Texas residents;
5. unless a structural improvement or addition of a fixture is for a publicly-owned facility, limits a disbursement from the METF or ETF to five percent of the cost of a structural improvement or fixture incurred under a games support contract or event support contract for the event if the improvement or fixture is expected to derive most of its value in subsequent uses of the site for future events;
6. prohibits the comptroller from considering a contingency clause in an event support contract as relieving a local organizing committee or endorsing city's obligation to pay a cost under the contract when considering whether to make a disbursement from the METF or ETF;
7. provides that the comptroller may not undertake any duty regarding the METF unless the event meets all requirements for funding under state law;
8. with regard to the METF, requires the comptroller to complete a study of the measurable economic impact attributable to the event within 10 months of the event, and post specific data from the study on the comptroller's Internet website;
9. authorizes the comptroller to reduce the amount of a disbursement from the METF or ETF if the actual attendance figures for the event are significantly lower than the estimated attendance figures in proportion to the discrepancy between the actual and estimated attendance and in proportion to the amount contributed to the fund by the entity;
10. provides that a listed event may receive funding from the ETF if a site selection organization selects a site located in this state for the event to be held one time or, for an event scheduled to be held each year for a period of years under an event contract or an event support contact, one time each year for the period of years, after considering other sites that are not located in the state;
11. with regard to the ETF, limits the number of requests for funding submitted by an endorsing city for an event for which the comptroller determines that the total amount of the incremental increase in tax receipts is less than \$200,000 to not more than 10 events during any 12-month period, only three of which may be by nonsporting events;
12. prohibits a disbursement from the ETF for the construction of an arena, stadium, or convention center or for conducting usual and customary maintenance of a facility;
13. with regard to the ETF, authorizes the comptroller to adopt a model event support contact and make the contract available on the comptroller's Internet website; and
14. requires the comptroller to conduct a study to determine: (a) the economic impact of the events that qualify for funding through the METF or ETF; and (b) whether the events would likely be held in this state in the absence of incentives provided through the fund.

(Effective immediately.)

**S.B. 1702 (Taylor/Bonnen) – Windstorm Insurance:** provides that: (1) the Texas Windstorm Insurance Association is authorized to provide or continue to provide insurance coverage for a

residential structure subject to the inspection requirements imposed under the bill; (2) to be eligible for insurance through the association, all construction, alteration, remodeling, enlargement, and repair of, or addition to, any structure located in the catastrophe area that is begun on or after September 1, 2009, must be performed in compliance with the applicable building code standards, as set forth in the plan of operation; (3) the association may not insure a structure until the structure has been inspected for compliance with the plan of operation and a certificate of compliance has been issued; (4) notwithstanding (3), above, the association may insure a residential structure constructed, altered, remodeled, enlarged, repaired, or added to on or after June 19, 2009, that is not in compliance with the applicable building code standards, as set forth in the plan of operation, provided that the structure had been insured on or after that date by an insurer in the private market who canceled or nonrenewed the insurance coverage of the structure before September 1, 2013, and no construction, alteration, remodeling, enlargement, or repair of or addition to the structure occurs after cancellation or nonrenewal of the coverage and before submission of an application for coverage through the association; and (5) a new or renewal insurance policy insuring a noncompliant residential structure is subject to an annual premium surcharge in an amount equal to 15 percent of the premium for insurance coverage obtained through the association. (Effective immediately.)

## **Personnel**

**H.B. 13 (Callegari/Duncan) – Pensions:** this bill: (1) requires public pension systems to post the following documents on their Internet websites: (a) actuarial valuations; (b) annual financial reports; (c) member and retiree reports; (d) State Pension Review Board (Board) registration; and (e) reports of investment returns and assumptions; (2) imposes reporting requirements on the Board if a public retirement system does not post its required financial documents, including: (a) posting the names of the systems on its website; (b) notifying either the governor and Legislative Budget Board or the political subdivision of the failure, depending on the pension system; (3) requires the Board to create model ethical and conflict of interest rules for public pension systems to adopt voluntarily; (4) requires the Board to create an educational training program for public pension system administrators; (5) authorizes a public retirement system to provide its own educational training to trustees and system administrators if the Board determines that the system's training meets or exceeds the minimum training requirements; (6) requires a public retirement system to post certain contact information on a publicly-available Internet website; and (7) requires a public retirement system to submit to the Board an investment returns and actuarial assumptions report before the 211th day after the last day of its fiscal year. (Effective immediately.)

**H.B. 483 (Aycock/Fraser) – Employment Contracts:** prohibits a city from paying more than any contracted amount to an employee or former employee unless the city has an open public meeting regarding the matter and states at the hearing why the payment is being made, the exact amount, and the source of the payment. (Effective immediately.)

**H.B. 950 (Thompson/Davis) – Employment Discrimination:** tracks the language of the federal Lilly Ledbetter Fair Pay Act (a 2009 law that overturned a U.S. Supreme Court decision that the statute of limitations for presenting an equal pay lawsuit begins on the date that the employer makes the initial discriminatory wage decision, not at the date of the most recent

paycheck) by: (1) extending the statute of limitations on pay discrimination claims to include every instance an individual is paid based on a past discriminatory decision made by an employer; and (2) allowing back pay and benefit damages for up to two years preceding the date of filing a complaint for pay discrimination. (Effective September 1, 2013.)

**H.B. 1188 (Thompson/Whitmire) – Limitation of Liability:** limits the liability of an employer, premises owner, or general contractor for actions of an employee with a criminal conviction, so long as the criminal conviction was not: (1) done in the performance of similar duties; (2) a sexual offense; (3) misuse of funds or fraud; or (4) other serious offenses. (Effective Immediately.)

**H.B. 1951 (S. Thompson/Carona) – Telecommunicators:** provides that: (1) the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) has additional authority over telecommunicators (essentially a 9-1-1 dispatcher and defined as “a person acknowledged by TCLEOSE and employed by or serving a law enforcement agency that performs law enforcement services on a 24-hour basis who receives, processes, and transmits public safety information and criminal justice data for the agency by using a base radio station on a public safety frequency”); (2) a city is required to notify the commission any time it hires a telecommunicator within 30 days of hire; (3) any telecommunicator hired by a city must be licensed by TCLEOSE; (4) a city is required to provide 20 hours of commission-approved training to telecommunicators every 2 years; (5) a current telecommunicator has one year to obtain a license; (6) a police officer may act as a telecommunicator without having a telecommunicator license; and (7) TCLEOSE is required to give a telecommunicatory license to an individual who is a certified telecommunicator on January 1, 2014, so long as TCLEOSE receives the proper documentation. (TCLEOSE must adopt rules by December 31, 2013, and the bill becomes effective on January 1, 2014.)

**H.B. 1960 (Cortez/Campbell) – Emergency Medical Services Personnel:** grants state emergency medical service (EMS) certification to EMS personnel certified by the U.S. military. (Effective on September 1, 2013.)

**H.B. 2924 (Sheets/Davis) – Civil Service:** allows a firefighter or police officer in a civil service city to use a military leave time account even if the individual has not exhausted his or her vacation, holiday, and compensatory leave time accumulations. (Effective immediately.)

**H.B. 3370 (Craddick/Patrick) – Former Reserve Peace Officers:** provides that: (1) a former peace officer may obtain a concealed handgun license (CHL) without specific concealed handgun training if they meet certain requirements; (2) a law enforcement agency, including a city, must allow a person with such a CHL license to demonstrate the required weapons proficiency; and (3) a law enforcement agency, including a city, must – upon request – provide photo identification to a person who is a former law enforcement officer and who served for at least 15 years or more with one or more state or local law enforcement agencies. (Effective September 1, 2013.)

**H.B. 3739 (Burnam/Garcia) – Employee Candidate:** provides that: (1) a city may not: (a) prohibit a city employee from becoming a candidate for public office; or (b) take disciplinary

action against a city employee, including terminating the employee, solely because the employee becomes a candidate for public office; and (2) an employee is expected to fulfill all the duties and responsibilities associated with city employment if the employee becomes a candidate for public office. (Effective immediately.)

**S.B. 220 (Birdwell/Anchia) – Firefighters Pension Commissioner:** among other things, transfers the responsibilities of the firefighters’ pension commissioner to the Texas Emergency Services Retirement System and the local firefighters retirement systems. (Effective Immediately.)

**S.B. 366 (L. Taylor/Callegari) – Retirement Benefits:** authorizes a city to: (1) establish a Roth IRA program for its employees; and (2) develop procedures to allow retirement plan vendors to lend money to a participating employee. (Effective Immediately.)

**S.B. 702 (Hegar/Lozano) – Burn Managers:** requires the Prescribed Burning Board to establish insurance requirements for certified and insured prescribed burn managers for at least one million dollars per single occurrence, with a minimum aggregate of two million dollars. (Effective September 1, 2013.)

**S.B. 965 (Rodriguez/Pickett) – Police Termination Reports:** this bill: (1) requires the Commission on Law Enforcement Standards and Education, rather than a police chief, to change a police termination report if an administrative law judge orders that it be changed; (2) requires the commission to send the changed report to the police department; and (3) removes the penalty for police chiefs who do not change police termination reports after being ordered by an administrative law judge. (Effective September 1, 2013.)

**S.B. 1332 (Duncan/Smithee) – Health Benefit Plans:** changes the calculation of the number of employees for purposes of determining whether a health benefit plan is a “large employer” health benefit plans or a “small employer” health benefit plans by including all employees in the calculation rather than just full time employees eligible for benefits, resulting in more employer plans being deemed “large employer” plans. (Effective September 1, 2013.)

**S.B. 1537 (Deuell/Cortez) – Unemployment Compensation:** requires the Texas Workforce Commission to charge a reimbursing or regular employer, including a city, for unemployment payments made to an individual even if the decision to make the payments is later overturned, but only if the employer does not provide adequate documentation under the unemployment compensation statutes within a specified time. (Effective October 1, 2013.)

## **Public Safety**

**H.B. 124 (Anderson/Campbell) – Salvia:** makes salvia divinorum, and its derivatives and extracts, subject to Penalty Group 3 of the Texas Controlled Substances Act, but exempts the unharvested plant from this prohibition. (Effective September 1, 2013.)

**H.B. 232 (Guillen/Zaffirini) – Alcohol Offenses:** provides that: (1) a court may allow a defendant convicted of certain alcohol offenses who resides in a county with a population of

75,000 or less where access to an alcohol awareness program is not readily available, to either: (a) take an online alcohol awareness course; or (b) perform not less than eight hours of community service related to alcohol abuse prevention or treatment; (2) a court may consider the defendant to be a resident of a county where the defendant is enrolled in an institution of higher education, for purposes of (1), above; (3) if the court does not consider the defendant to be a resident of the county in which the institution is located, the defendant's residence is: (a) the residence listed on the defendant's driver's license; (b) the residence on the voter registration certificate, if the defendant does not have a driver's license; (c) the residence on file with the public school district on which the defendant's enrollment is based, if the defendant is not registered to vote; or (d) determined by commission rule, if the defendant is not enrolled in public school. (Effective immediately.)

**H.B. 347 (Pitts) – Cell Phone Ban:** this bill: (1) prohibits a motor vehicle operator from using a wireless communication device on the property of a public elementary, middle, junior high, or high school for which a local authority has designated a school crossing zone, during the time a reduced speed limit is in effect; and (2) preempts all local ordinances, rules, or regulations that are inconsistent with (1), above, unless a city ordinance or rule prohibits the use of wireless communication devices while operating a motor vehicle throughout the jurisdiction of the city. (Effective September 1, 2013.)

**H.B. 434 (Riddle/Whitmire) – Blood Specimens:** allows a licensed or certified emergency medical technician-intermediate or emergency medical technician-paramedic to take a blood specimen if authorized by the medical director for the entity that employs the technician-intermediate or technician-paramedic. (Effective September 1, 2013.)

**H.B. 487 (Bell/Nichols) – Emergency Management:** provides that: (1) a city council, fire chief, or city emergency management director or coordinator may request or accept any care, assistance, or advice related to the loan or operation of a private individual's construction or heavy equipment if needed for a hazardous or emergency situation; (2) an individual who gives such assistance or loan of equipment on request of the city or whose assistance is accepted by the city, is immune from civil liability, except in a case of reckless conduct or intentional, willful, or wanton misconduct; and (3) a city is prohibited from accepting the assistance if it is in violation of any other law or contractual agreement. (Effective Immediately.)

**H.B. 555 (Callegari/West) – Metal Recycling:** provides that: (1) a person commits an offense if the person violates state law or a rule adopted under state law, including a rule, charter, or ordinance adopted, an order issued, or a standard imposed by a county, city, or political subdivision; (2) an offense under the bill is a Class C misdemeanor; and (3) if conduct that constitutes an offense under the bill also constitutes an offense under existing state law, a person may be prosecuted only under that existing law. (Effective September 1, 2013.)

**H.B. 567 (W. Smith/Nichols) – Emergency Vehicles:** expands the definition "authorized emergency vehicles" to any vehicle used by certain licensed emergency medical services providers, even if the vehicle is not a traditional ambulance, for purposes of suspending the rules of the road and parking restrictions when the vehicle is on emergency calls. (Effective Immediately.)

**H.B. 625 (Harper-Brown/Carona) – License Plates:** reenacts the provision making it a misdemeanor punishable by a fine not to exceed \$200 to operate a vehicle without the required license plates. (Note: Legislation in a past session inadvertently removed a section of law that set a fine for operating a vehicle without license plates. That removal made it unclear whether a peace officer could cite a person or operating a vehicle without a front (or even rear) license plate. This bill simply goes back to the law before the inadvertent repeal.) (Effective September 1, 2013.)

**H.B. 712 (Murphy/Patrick) – Firefighting Equipment:** requires a volunteer fire department, in a county of 350,000 or more, to maintain in good working order firefighting equipment provided to it by the county. (Effective September 1, 2013.)

**H.B. 912 (Gooden/Estes) – Drones:** limits the ability of a person, including a city, to use an unmanned “drone” aircraft to capture images. Of particular interest to cities and law enforcement, the bill provides that:

1. a person commits an Class C misdemeanor if the person uses an unmanned aircraft to capture an image of an individual or privately owned real property in this state with the intent to conduct surveillance on the individual or property captured in the image;
2. a person commits an Class B misdemeanor if the person captures an image in violation of (1), above, and discloses, displays, distributes, or otherwise uses that image;
3. other than to prove a violation of the bill, an image captured in violation of (1), above, or an image captured by an unmanned aircraft that was incidental to the lawful capturing of an image: (a) may not be used as evidence in any criminal or juvenile proceeding, civil action, or administrative proceeding; (b) is not subject to disclosure, inspection, or copying under the Public Information Act; and (c) is not subject to discovery, subpoena, or other means of legal compulsion for its release;
4. an owner or tenant of privately owned real property located in this state may bring against a person who, in violation of the bill, captured an image of the property or the owner or tenant while on the property an action to: (a) enjoin a violation or imminent violation of the bill; (b) recover a civil penalty of up to \$10,000; or (c) recover actual damages if the person who captured the image in violation of the bill discloses, displays, or distributes the image with malice;
5. the bill does not apply to the following uses of a drone: (a) if the image is captured by or for an electric or natural gas utility: (i) for operations and maintenance of utility facilities for the purpose of maintaining utility system reliability and integrity; (ii) for inspecting utility facilities to determine repair, maintenance, or replacement needs during and after construction of such facilities; (iii) for assessing vegetation growth for the purpose of maintaining clearances on utility easements; and (iv) for utility facility routing and siting for the purpose of providing utility service; (b) with the consent of the individual who owns or lawfully occupies the real property captured in the image; (c) pursuant to a valid search or arrest warrant; (d) if the image is captured by a law enforcement authority or a person who is under contract with or otherwise acting under the direction or on behalf of a law enforcement authority: (i) in immediate pursuit of a person law enforcement officers have reasonable suspicion or probable cause to suspect has committed an

- offense, not including misdemeanors or offenses punishable by a fine only; (ii) for the purpose of documenting a crime scene where an offense, not including misdemeanors or offenses punishable by a fine only, has been committed; (iii) for the purpose of investigating the scene of a human fatality, a motor vehicle accident causing death or serious bodily injury to a person, or any motor vehicle accident on a state highway or federal interstate or highway; (iv) in connection with the search for a missing person; (v) for the purpose of conducting a high-risk tactical operation that poses a threat to human life; or (vi) of private property that is generally open to the public where the property owner consents to law enforcement public safety responsibilities; (e) if the image is captured by state or local law enforcement authorities, or a person who is under contract with or otherwise acting under the direction or on behalf of state authorities, for the purpose of: (i) surveying the scene of a catastrophe or other damage to determine whether a state of emergency should be declared; (ii) preserving public safety, protecting property, or surveying damage or contamination during a lawfully declared state of emergency; or (iii) conducting routine air quality sampling and monitoring, as provided by state or local law; (f) at the scene of a spill, or a suspected spill, of hazardous materials; (g) for the purpose of fire suppression; (h) for the purpose of rescuing a person whose life or well-being is in imminent danger; (i) of real property or a person on real property that is within 25 miles of the United States border; (j) from a height no more than eight feet above ground level in a public place, if the image was captured without using any electronic, mechanical, or other means to amplify the image beyond normal human perception; (k) of public real property or a person on that property; (l) if the image is captured by the owner or operator of an oil, gas, water, or other pipeline for the purpose of inspecting, maintaining, or repairing pipelines or other related facilities, and is captured without the intent to conduct surveillance on an individual or real property located in this state;
6. the Department of Public Safety shall adopt rules and guidelines for use of an unmanned aircraft by a law enforcement authority in this state;
  7. not earlier than January 1 and not later than January 15 of each odd-numbered year, each state law enforcement agency and each county or municipal law enforcement agency located in a county or municipality, as applicable, with a population greater than 150,000, that used or operated an unmanned aircraft during the preceding 24 months shall issue a written report to the governor, the lieutenant governor, and each member of the legislature and shall post the report on the law enforcement agency's publicly accessible website, if one exists; and
  8. the report required by (7), above, must include: (a) the number of times an unmanned aircraft was used, organized by date, time, location, and the types of incidents and types of justification for the use; (b) the number of criminal investigations aided by the use of an unmanned aircraft and a description of how the unmanned aircraft aided each investigation; (c) the number of times an unmanned aircraft was used for a law enforcement operation other than a criminal investigation, the dates and locations of those operations, and a description of how the unmanned aircraft aided each operation; (d) the type of information collected on an individual, residence, property, or area that was not the subject of a law enforcement operation and the frequency of the collection of this information; and (e) the total cost of acquiring, maintaining, repairing, and operating or otherwise using each unmanned aircraft for the preceding 24 months.

(Effective September 1, 2013.)

**H.B. 970 (E. Rodriguez/Deuell) – Cottage Food Regulation:** provides that: (1) additional items are added to the list of cottage foods, including candy, nuts, snacks, nut butters, pies, and other items, meaning the production and sale of these items cannot be regulated by a city or local health department; (2) a city cannot prohibit the use of a home for cottage food production through zoning; (3) a person can bring a nuisance or other tort action against an individual arising out of the individual's use of their home for cottage food production; (4) a person who operates a cottage food production operation must have completed a food safety education course or food handler accreditation course or be supervised by someone who has the educational requirements; and (5) a cottage food production may not sell potentially hazardous foods such as some proteins, baked goods, raw milk products, or ice products; a city, local governmental entity, or a local health department is prohibited from regulating a cottage food production operation. (Effective September 1, 2013.)

**H.B. 1009 (Villalba/Patrick) – School Marshals:** creates the position of school marshal and allows a school marshal to make arrests and exercise all authority given to peace officers, except the ability to issue a traffic citation, subject to written regulations adopted by the board of trustees of a school district. (Effective immediately.)

**H.B. 1206 (Parker/Huffman) – Missing Children:** requires a local law enforcement agency – upon receiving a report that a child's whereabouts are unknown and indications are that the child was taken or retained without permission of the custodian for a period of not less than 48 hours – to: (1) immediately make a reasonable effort to locate and determine the well-being of the child; (2) notify the Department of Family and Protective Services, after locating the child, if the agency has reason to believe the child is a victim of abuse or neglect; and (3) use its discretion in deciding whether to take possession of the child as authorized by law. (Effective September 1, 2013.)

**H.B. 1222 (Turner/West) – Water Safety Offenses:** grants jurisdiction to a municipal court over water safety offenses under the Parks and Wildlife Code. (Effective immediately.)

**H.B. 1272 (Thompson/Van de Putte) – Trafficking of Persons:** requires: (1) a state or local law enforcement agency, district attorney, or county attorney that assists in the prevention of human trafficking to cooperate with and assist the Human Trafficking Prevention Task Force in collecting statistical data on the nature and extent of human trafficking in the possession of the agency or attorney; (2) the task force to collect certain data regarding human trafficking and ensure that each state or local law enforcement agency, district attorney, or county attorney collects certain data regarding human trafficking; (3) that human trafficking data collected include information about the routes by which victims are trafficked across the state's international border; and (4) that the task force work with the Texas Education Agency, Department of Family and Protective Services, and Health and Human Services Commission to develop a list of indicators that a person is a victim of human trafficking and develop a curriculum for training to identify and assist victims of human trafficking. (Effective immediately.)

**H.B. 1294 (Price/Seliger) – Child Safety Seats:** requires, in order to claim a defense for failure to secure a child in a safety seat, that the defendant, at the time of the offense, was not arrested or issued a citation for violation of any other offense; the defendant did not possess a child safety seat in the vehicle; the vehicle was not involved in an accident; and subsequent to the time of the offense, the defendant obtained an appropriate child safety seat. (Effective September 1, 2013.)

**H.B. 1382 (Simpson/Deuell) – Farmers’ Markets:** provides that: (1) with some exceptions, that a city or local health department cannot regulate the sale of food samples provided to consumers at a farm or farmers’ market; (2) the state is prohibited from adopting a regulation or statute regulating the provision of samples at a farm or farmers’ market; (3) a city or local health department cannot require a permit or fee for a cooking demonstration or the provision of samples, so long as the activity is conducted for a bona fide educational purpose; (4) a city or local health department can continue to permit temporary food service establishments at farmers markets; (5) a person giving out meat samples must meet the state law requirements of labeling, inspection, and regulation of meat products; and (6) the preparation and distribution of samples of food at a farm or farmers’ market must meet certain sanitary conditions. (Effective September 1, 2013.)

**H.B. 1421 (Perry/Estes) – Disposition of Seized Weapons:** provides that: (1) a court may order, in certain instances, that a seized weapon be sold at a public sale or auction; (2) only a licensed firearms dealer may purchase a weapon at a public sale held under (1), above; and (3) the proceeds from the sale of a weapon under (1), above, must be transferred, after the deduction of court and auction costs, to the law enforcement agency holding the weapon. (Effective September 1, 2013.)

**H.B. 1690 (Fletcher/Nelson) – Communicable Diseases:** grants: (1) a peace officer the authority to use reasonable force to restrain and hold certain individuals with communicable diseases to prevent the spread of communicable disease based on a court order; (2) a peace officer the right to secure a quarantine area; (3) a peace officer the authority to secure property subject to a court order based on health and safety concerns; (4) a judge or magistrate the authority to order an emergency services provider to transport an individual with a communicable disease to a hospital; and (5) a court the ability to impose a criminal penalty on an individual who is the subject of a protective custody order or a temporary detention order and who evades transport or otherwise resists the order. (Effective Immediately.)

**H.B. 1738 (Naishtat/Zaffirini) – Emergency Detention:** this bill: (1) requires a peace officer who takes a person into custody under emergency detention to immediately inform the person orally in simple, nontechnical terms of the reason for the detention and that a staff member of a facility will inform the person of the person’s rights within 24 hours after the time the person is admitted to a facility; (2) requires a peace officer to provide a “notification of detention” to a facility to which the peace officer transports a person, and to include that notification in the person’s clinical file; (3) requires a “notification of detention” described in (2), above, to be in a specific form and include, among other things: (a) that the peace officer has reason to believe the person evidences mental illness; (b) that the peace officer believes the person evidences a substantial risk of serious harm to himself/herself or others; (c) that the peace officer believes the risk of harm is imminent; (d) specific information about the person’s behavior, acts, attempts,

statements, or threats observed by the peace officer; and (e) specific information about third parties who reported or observed the person's behavior; (4) prohibits a mental health facility or hospital emergency department from requiring a peace officer to execute any form other than the form described in (2), above, as a predicate to accepting for temporary admission a person under emergency detention; (5) requires a facility to temporarily accept a person for whom a peace officer files a "notification of detention;" (6) gives a person apprehended, detained, or transported for emergency detention the right to a reasonable opportunity to communicate with a relative or other responsible person who has a proper interest in the person's welfare; and (7) requires the commissioner of the Health and Human Services Commission to prescribe by rule the manner in which a person described in (1), above, is informed of the person's rights. (Effective September 1, 2013.)

**H.B. 1813 (Lucio/Hinojosa) – Fireworks:** this bill: (1) prohibits a city from confiscating packaged, unopened fireworks; and (2) creates an affirmative defense to prosecution for possession of fireworks brought under a city ordinance if: (a) the defendant was operating or was a passenger in a motor vehicle being operated in a public place, and (b) the fireworks were not in the passenger area of the vehicle. (Effective immediately.)

**H.B. 1862 (Dutton/Hinojosa) – Switchblade Knives:** makes switchblades legal under Texas law. (Effective September 1, 2013.)

**H.B. 1931 (Guillen/Estes) – Sale of Abandoned Vehicle:** allows an attorney representing the state, defined as a district attorney, criminal district attorney, or county attorney, to use funds transferred from a city or county's general fund to property owners whose property was damaged as a result of a pursuit involving a law enforcement agency. (Effective September 1, 2013.)

**H.B. 1972 (Kleinschmidt/Hancock) – 9-1-1 Service:** provides that: (1) a service provider of communications service, a manufacturer of equipment used, a developer of software for, a third party or other entity involved in providing 9-1-1 service, or an officer, director, or employee of the provider, manufacturer, developer, third party, or other entity involved in providing 9-1-1 service is not liable for any claim, damage, or loss arising from the provision of 9-1-1 service, unless the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct; (2) information that a service provider of communication service is required to furnish to a governmental entity, including a regional planning commission, emergency communications district, or public safety answering point, in providing 9-1-1 service or that a service provider, third party, or other entity voluntarily furnishes at the request of a governmental entity in providing 9-1-1 service is confidential; and (3) extends certain 9-1-1 service offenses to a person that requests 9-1-1 service or emergency assistance using an electronic communications device. (Effective September 1, 2013.)

**H.B. 1973 (Lucio/Hegar) – Fire Protection:** relates to the fire flow of a "utility" (defined as a water supply corporation or an investor owned utility) and provides that:

1. a city by ordinance may adopt by ordinance standards set by the Texas Commission on Environmental Quality requiring a utility to maintain a minimum sufficient water flow

- and pressure to fire hydrants in a residential area located in the city or the city's extraterritorial jurisdiction;
2. the standards created by the commission: (a) in addition to a utility's maximum daily demand, must provide, for purposes of emergency fire suppression, for a minimum sufficient water flow of at least 250 gallons per minute for at least two hours and a minimum sufficient water pressure of at least 20 pounds per square inch; (b) must require a utility to maintain at least the minimum sufficient water flow and pressure described by (a), above, in fire hydrants in a residential area located within the city or the city's extraterritorial jurisdiction; and (c) must be based on the density of connections, service demands, and other relevant factors;
  3. if the city owns a municipal utility, the commission standards may not require another utility located in the city or the city's extraterritorial jurisdiction to provide water flow and pressure in a fire hydrant greater than that provided by the municipal utility as determined by the commission;
  4. if the city does not own a municipal utility, may not require a utility located in the city or the city's extraterritorial jurisdiction to provide a minimum sufficient water flow and pressure greater than the standard established under (1)(a), above;
  5. an ordinance may not require a utility to build, retrofit, or improve infrastructure in existence at the time the ordinance is adopted;
  6. a city other than the City of Houston that adopts an ordinance or that seeks to use a utility's water for fire suppression shall enter into a written memorandum of understanding with the utility to provide for the necessary testing of fire hydrants and other relevant issues pertaining to the use of the water and maintenance of the fire hydrants to ensure compliance with the bill;
  7. a city may notify the commission of a utility's failure to comply with an ordinance adopted under the bill;
  8. on receiving the notice, the commission shall require a utility in violation of a standard adopted under to comply within a reasonable time established by the commission.
  9. a utility is not liable for a hydrant's or metal flush valve's inability to provide adequate water supply in a fire emergency.

(Effective September 1, 2013.)

**H.B. 2090 (Canales/Hinojosa) – Custodial Interrogation**: permits written statements made by the accused to be made in a language the accused can read and understand. (Effective September 1, 2013.)

**H.B. 2268 (Frullo/Carona) – Search Warrants**: modifies the provisions in state law relating to search warrants issued in this state and other states for certain customer data, communications, and other information held in electronic storage by providers of electronic communications services and remote computing services, and: (1) provides that a search warrant may be issued for electronic customer data held in electronic storage, including the contents of and records and other information related to a wire communication or electronic communication held in electronic storage; (2) requires a search warrant issued as a result of a court order to obtain access to stored communications be executed not later than the 11th day after the date of issuance; (3) defines various terms, including “electronic storage,” “domestic entity,” and

“electronic customer data;” (4) provides that a peace officer may require a provider of an electronic communications service or provider of remote computing service to disclose electronic customer data that is in electronic storage by obtaining a warrant; (5) provides that on the filing of an application by a peace officer for a warrant to obtain electronic customer data, including the contents of a wire communication or electronic communication, a district judge may issue a warrant regardless of whether the customer data is held in this state or another state so long as the application demonstrates sufficient probable cause for issuance of a warrant and is supported by an oath or affirmation of the officer; (6) limits the electronic customer data that may be seized under (5), above, to that described in the sworn affidavit; (7) allows the affidavit described in (5), above, to be sealed; (8) allows the warrant under (5), above, to be served only on a service provider that is a domestic entity or a company or entity otherwise doing business in this state under a contract or a terms of service agreement with a resident of this state where any part of that contract or agreement is to be performed in this state; (9) requires a service provider to produce all the information sought under a warrant described in (5), above, regardless of where the information is held, and within the required time period, and provides that a failure to do so may result in contempt charges, but does not affect the admissibility of the evidence; (10) establishes when a search warrant described in (5), above, is served and the time in which a provider must comply with the warrant; (11) sets out the circumstances in which a provider may be required to verify the authenticity of the customer data, contents of communication or other information produced in response to a warrant issued under (5), above; (12) establishes post-service procedures in relation to a warrant issued under (5), above; (13) defines the term “adverse result” in relation to when a peace officer may seek to withhold notification of the existence of a warrant, subpoena, or court order to an electronic customer whose information is sought as described above; and (14) repeals Section 7, Article 18.21, Code of Criminal Procedures which relates to authorization for disclosure and use of intercepted communications. (Effective immediately.)

**H.B. 2539 (Turner/Davis) – Child Pornography:** provides that: (1) a computer technician who, in the course and scope of employment or business, views an image on a computer that is or appears to be child pornography is required to immediately report the discovery to local or state law enforcement or the “Cyber Tipline;” (2) a computer technician may not be held liable on account of any action taken in good faith to comply with (1), above; (3) it is a Class B misdemeanor to intentionally fail to comply with (1), above; and (4) it is a defense to prosecution that the actor did not report the discovery of an image of child pornography because the child in the image appeared to be at least 18 years old. (Effective September 1, 2013.)

**H.B. 2690 (Elkins/Ellis) – Display of Motor Vehicles for Sale:** provides that: (1) if a person is acting as an unauthorized automobile dealer, a peace officer may cause a vehicle that is being offered for sale by the person to be towed from the location where the vehicle is being offered for sale and stored at a vehicle storage facility; (2) a peace officer may cause the vehicle to be towed under (1), above, only if: (a) the peace officer has a probable cause that the vehicle is being offered for sale by a person acting as an unauthorized automobile dealer; (b) the peace officer has complied with the notice requirements under (3), below; and (c) the notice was attached to the vehicle not less than two hours before the vehicle is towed; (3) before a vehicle may be towed under (1), above, a peace officer, an appropriate local government employee, or an investigator employed by the Department of Motor Vehicles must attach a conspicuous notice to

the vehicle stating: (a) the make and model of the vehicle and the license plate number and vehicle identification number of the vehicle, if any; (b) the date and time that the notice was affixed to the vehicle; (c) that the vehicle is being offered for sale in violation of law; (d) that the vehicle and any property on or in the vehicle may be towed and stored at the expense of the owner of the vehicle not less than two hours after the notice is attached to the vehicle if the vehicle remains parked at the location; and (e) the name, address, and telephone number of the vehicle storage facility where the vehicle will be towed. (Effective September 1, 2013.)

**H.B. 2741 (Phillips/Nichols) – Motor Vehicles:** makes various changes regarding the regulation of motor vehicles by counties and the Texas Department of Motor Vehicles (DMV). Interesting to cities are provisions: (1) prohibiting a justice of the peace or municipal judge from issuing a court-ordered title change except as authorized in relation to the disposition of stolen property, the foreclosure of a mortgage, or the enforcement of a lien; (2) providing that for registration purposes, the method of calculating the weight of a city bus is modified; (3) providing that a court may dismiss a charge for operating a vehicle without a registration insignia if the defendant pays an administrative fee not to exceed \$10 and remedies the defect before the defendant's first court appearance; (4) providing that a court may dismiss certain license plate charges if the defendant pays an administrative fee not to exceed \$10 and remedies the defect before the first court appearance, or shows that the vehicle was issued a plate by the DMV that was attached to the vehicle and thus, establishing that the vehicle was registered for the period during which the offense was committed; (5) adding new offenses related to registration insignia and license plates that are deceptively similar to those issued by the DMV; (6) authorizing a person to operate a neighborhood electric vehicle in a master planned community, on a public or private beach, or on a public highway with a speed limit of not more than 35 mph if the vehicle is operated during the daytime and not more than two miles from where the vehicle is usually parked and for transportation to and from a golf course; (7) a person commits an offense if the person with criminal negligence uses, purchases, possesses, manufactures, sells, offers to sell, or otherwise distributes a license plate flipper; (8) providing that, if the state has issued a permit to a ready-mix concrete truck, the truck can use state, county, and municipal roads, and the governing body of a county or municipality may no longer require the owner of a ready-mixed concrete truck to file a surety bond conditioned that the owner of the truck will pay to the county or municipality any damage to a road caused by the operation of the truck with a tandem axle weight that is heavier than 34,000 pounds; (9) prohibiting a county or city from requiring a permit, bond, fee, or license for the movement of a vehicle or vehicles or any load carried by those vehicles that exceeds the weight or size limits on the state highway system in the county or city; and (10) authorizing a peace officer to inspect a military identification and requiring a peace officer to destroy certain disabled parking placards and report the same to the DMV. (Effective September 1, 2013, with provisions related to license plate flippers effective immediately.)

**H.B. 2825 (King/Seliger) – Sex Offender Registration:** this bill: (1) allows any county to establish a countywide/centralized sex offender registration location; (2) provides that a sex offender must perform registration and verification requirements and change of address requirements only with respect to a centralized registration authority described in (1), above, regardless of whether the person resides in a city; and (3) provides that the provisions in (1), and (2), above, do not affect a person's duty to register with certain secondary sex offender registries. (Effective immediately.)

**H.B. 3178 (Phillips/Estes) – Mutual Aid:** provides that: (1) a verbal request for mutual aid assistance be later submitted in writing, but that the written request can be submitted any time after the verbal request; and (2) a requesting political subdivision, including a city, does not have to reimburse a responding governmental entity providing mutual aid assistance under the Texas Statewide Mutual Aid System during a disaster if the assistance is for less than 12 hours. (Effective Immediately.)

**H.B. 3556 (Kolkhorst/Nelson) – Emergency Medical Services:** imposes various operational conditions and licensing requirements on non-governmental emergency medical service (EMS) providers, and requires an EMS provider applicant to obtain a letter of approval from the city council in which the applicant is located that can be granted only if: (1) the addition of another licensed EMS provider will not interfere with or adversely affect the provision of EMS by licensed providers operating in the city; (2) the addition of another licensed EMS provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed providers operating in the city; and (3) the addition of another licensed EMS provider will not cause an oversupply of licensed EMS providers in the city. (Effective September 1, 2013.)

**S.B. 8 (Nelson/Kolkhorst) – Emergency Medical Services:** this is an omnibus Medicaid bill. Of interest to cities, the bill requires non-governmental emergency medical services providers to obtain a letter of approval from a city before operating within the city and requires the provider to meet certain criteria before the city can issue the letter. (Effective September 1, 2013.)

**S.B. 171 (West/Pickett) – Emergency Management Study:** requires the governor's emergency management division to establish a workgroup, including local government officials, to determine if a uniform application form requesting assistance after a disaster from a state agency can be developed. (Effective Immediately.)

**S.B. 299 (Estes/Sheets) – Unlawful Carrying of Handgun:** provides that: (1) it is unlawful for a concealed handgun license (CHL) holder to intentionally display (rather than "fail to conceal") a handgun in plain view of another person in a public place; and (2) it is a defense to prosecution under (1) that the CHL holder, at the time of the commission of the offense, displayed the handgun under circumstances in which the actor would have been justified in the use of force or deadly force. (Effective September 1, 2013.)

**S.B. 367 (Whitmire/Murphy) – Seized Property:** provides that: (1) if personal property, other than money and certain other contraband, is seized by a peace officer at the time the owner of the property is arrested for a Class C misdemeanor offense, the law enforcement agency may provide notice to the owner at the time the owner is taken into or released from custody, including: (a) a description of the property being held; (b) the address where the property is being held; and (c) a statement that if the owner does not claim the property before the 31st day after the date the owner is released from custody, the property will be disposed of and the proceeds, after deducting certain reasonable expenses, will be placed in the treasury of the city; (2) on receiving the notice described in (1), above, the owner must sign and attach a thumbprint to the notice; and (3) the city purchasing agent or a person designated by the city may sell or donate the property described in (1), above, without mailing or publishing additional notice, and

must deposit the proceeds in the treasury of the city after deducting reasonable expenses for keeping and disposing of the property. (Effective immediately.)

**S.B. 510 (Nichols/Martinez) – Passing Certain Vehicles**: this bill: (1) requires that a vehicle operator passing certain other vehicles, including a Texas Department of Transportation vehicle not separated from the roadway by a traffic control channeling device and using visual signals, vacate the lane closest to the other vehicle or slow down to a specified speed; and (2) defines “traffic control channelizing device” to mean equipment used to warn and alert drivers of conditions created by work activities in or near the traveled way, to protect workers in a temporary traffic control zone, and to guide drivers and pedestrians safely. (Effective September 1, 2013.)

**S.B. 670 (Whitmire/Turner) – Juvenile Records**: provides that the records and files of a juvenile court, a clerk of the court, a juvenile probation department, or a prosecuting attorney relating to a child who is a party to a proceeding may be inspected or copied only by: (1) the judge; (2) a juvenile justice agency; (3) an attorney; (4) an agency providing supervision of the child; or (5) other individuals deemed necessary by the juvenile court. (Effective immediately.)

**S.B. 686 (Huffman/Villalba) – Commission on Law Enforcement**: changes the name of the Commission on Law Enforcement Officer Standards and Education to the Texas Commission on Law Enforcement. (Effective Immediately.)

**S.B. 742 (Carona/Frullo) – Child Abductions**: requires, among other things, that: (1) a local law enforcement agency immediately, but not later than eight hours after receiving a report of an attempted child abduction, provide any relevant information regarding the attempted child abduction to the state clearinghouse and the National Center for Missing and Exploited Children; (2) the public safety director of the Department of Public Safety adopt rules regarding the procedures for a local law enforcement agency that receives a report of a missing child who: (a) has been reported missing on four or more occasions in the 24-month period preceding the date of the current report; or (b) is in foster care or the conservatorship of the Department of Family and Protective Services and has been reported missing on two or more occasions in the 24-month period preceding the date of the current report; and (3) officers seeking an intermediate or advanced proficiency certificate after January 1, 2015, complete an education and training program on missing or exploited children. (Effective September 1, 2013.)

**S.B. 764 (Watson/T. King) – Prescribed Burning**: provides that an owner, lessee, or occupant of agricultural land or conservation land is not liable for property damage or for injury or death to persons caused by or resulting from prescribed burning conducted on the land if: (1) the burning is conducted under the supervision of a certified and insured prescribed burn manager; or (2) the owner, lessee, or occupant is a governmental unit, including a city, that has a self-insurance program for a certain amount of coverage. (Effective Immediately.)

**S.B. 877 (Patrick) – Citizens’ Star of Texas Award**: creates the Citizens’ Star of Texas Award to be awarded to a private citizen or surviving next of kin who is seriously injured while aiding or attempting to aid a peace officer, firefighter, or emergency medical first responder in the

performance of duties of the officer, firefighter, or first responder. (Effective September 1, 2013.)

**S.B. 878 (Patrick/Carter) – Criminal Asset Forfeiture:** provides that forfeiture funds received by a law enforcement agency can be used solely for a “law enforcement purpose,” which is defined to mean an expenditure made for an activity of a law enforcement agency that relates to the criminal and civil enforcement of the laws of this state, including an expenditure made for: (a) equipment, including vehicles, computers, firearms, protective body armor, furniture, software, uniforms, and maintenance equipment; (b) supplies, including office supplies, mobile phone and data account fees for employees, and Internet services; (c) investigative and training-related travel expenses, including payment for hotel rooms, airfare, meals, rental of and fuel for a motor vehicle, and parking; (d) conferences and training expenses, including fees and materials; (e) investigative costs, including payments to informants and lab expenses; (f) crime prevention and treatment programs; (g) facility costs, including building purchase, lease payments, remodeling and renovating, maintenance, and utilities; (h) witness-related costs, including travel and security; and (i) audit costs and fees, including audit preparation and professional fees. (Effective September 1, 2013.)

**S.B. 987 (Hegar/Harless) – Gun Regulation:** authorizes the attorney general to seek a temporary or permanent injunction against a city or county that regulates firearms or sport shooting ranges in a way that is contrary to state laws. (Effective immediately.)

**S.B. 1010 (Taylor/Bonnen) – Search and Rescue Dogs:** this bill: (1) prohibits a public facility from denying a search and rescue dog or the dog’s handler admittance because of the presence of the dog; (2) provides that the discrimination prohibited by the bill includes: (a) refusing to allow a search and rescue dog or the dog’s handler to use or be admitted to a public facility; (b) engaging in a ruse or subterfuge calculated to prevent or discourage a search and rescue dog or the dog’s handler from using or being admitted to a public facility; and (c) failing to make a reasonable accommodation in a policy, practice, or procedure to allow a search and rescue dog or the dog’s handler from being admitted to a public facility; (3) prohibits a public facility from adopting a policy that relates to the use of a public facility by a designated class of persons from the general public that prohibits the use of the particular public facility by a search and rescue dog or the dog’s handler; (4) provides criminal penalties for violating the prohibitions set out above and makes it a defense to prosecution that the actor requested the search and rescue dog handler’s credentials and the handler failed to provide them; (5) requires a search and rescue dog handler to keep the dog harnessed or leashed, and allows a person to maintain a cause of action against a dog’s handler for personal injury, property damage, or death resulting from a failure to properly leash or harness the dog under the same laws applicable to other causes brought for the redress of injuries caused by animals; (6) provides that a handler is liable for any property damage caused by the search and rescue dog to a public facility or housing accommodation; (7) provides that a governmental unit and a public servant are liable under the bill only to the extent provided by certain provisions of the Texas Civil Practices and Remedies Code (the “Tort Claims Act”); and (8) allows a person to ask a search and rescue dog handler to display proof that the handler is a person with a certification issued by the National Association for Search and Rescue or another state or nationally recognized search and rescue agency. (Effective September 1, 2013.)

**S.B. 1053 (Carona/Guillen) – Vehicle Towing:** requires that a notice by mail sent to the registered owner and primary lienholder of a vehicle that the vehicle has been towed to a facility must include the facility license number preceded by “TDLR VSF Lic. No.” (Effective September 1, 2013.)

**S.B. 1189 (Huffman/Fletcher) – Disposition of Seized Firearms:** this bill: (1) authorizes a peace officer who takes a person into custody without a warrant under mental illness emergency detention to immediately seize any firearm found in possession of the person; and (2) provides numerous procedures related to such seizures, including provisions for release and/or disposal. (Effective September 1, 2013.)

**S.B. 1267 (Nichols/Clardy) – Fire Suppression:** grants immunity to an individual assisting the Texas Forest Service in fire suppression or fire investigation on private land. (Effective Immediately.)

**S.B. 1400 (Estes/Geren) – Air Guns:** provides that a city may not adopt or enforce a regulation relating to the transfer, private ownership, keeping, transportation, licensing, or registration of an air gun or an accessory for an air gun or the discharge of an air gun at a sport shooting range. (Effective immediately.)

**S.B. 1451 (Hinojosa/Sheets) – Contraband:** this bill: (1) allows substitute property to be seized under authority of a search warrant if property that is contraband: (a) can no longer be located after the exercise of reasonable diligence; (b) has been transferred, conveyed, sold to, or deposited with a person other than the owner or interest holder; (c) is not within the jurisdiction of the court; (d) has substantially diminished in value; (e) has been comingled with other property and cannot be readily distinguished or separated; or (f) is a certain type of proceed use to acquire other property that is not within the jurisdiction of the court; (2) allows a district court to issue a search warrant authorizing a peace officer to seize substitute property described in (1), above, if the officer submits an affidavit that states: (a) probable cause for the commission of an offense giving rise to forfeiture of contraband; (b) a description of the contraband involved and the estimated current fair market value of the substitute property to be seized; (c) the reasons the contraband is unavailable for forfeiture; (d) probable cause to believe the owner of the substitute property owned or had an interest in contraband with an aggregate value of \$200,000 or more in connection with the commission of an underlying offense giving rise to the forfeiture; and (e) that due diligence has been exercised in identifying the minimum amount of substitute property necessary to approximate the estimated highest fair market value of the contraband during the period in which the owner of the substitute property owned, or had an interest in, the contraband; (3) requires that in a situation described in (1), above, an attorney for the state prove by a preponderance of the evidence: (a) that contraband was subject to seizure and forfeiture; (b) the highest fair market value of that contraband; (c) the fair market value of any substituted property; and (d) that the owner of the substituted property owned or had an interest in contraband with an aggregate value of \$200,000 or more in connection with the commission of an underlying offense giving rise to the forfeiture; (4) requires a peace officer who identifies contraband, other than real property, that is located outside of this state to provide the state’s attorney a sworn statement identifying the contraband and the reasons the contraband is subject to seizure and,

upon receipt of the sworn statement, allows the state's attorney to file a notice of intended forfeiture in certain district courts; (5) requires a state's attorney acting under (4), above, to request citation be served on a person who owns or is in possession or control of the contraband and allows the attorney to request a court order to have the contraband returned or delivered to an agent of this state; (6) provides that if a person is found, after receiving a citation described in (5), above, to transport, conceal, dispose of, or prevent the seizure and forfeiture of the contraband, a court may take certain actions, including, ordering the person in contempt and imposing certain fines and confinement; (7) requires a peace officer who identifies proceeds gained from the commission of certain offenses to provide the state's attorney with an affidavit that identifies the amount of the proceeds and that states probable cause that the proceeds are contraband subject to forfeiture; (8) allows the state's attorney, upon receipt of an affidavit described in (7), above, to file for a judgment in the amount of the proceeds in certain district courts and, if the court determines probable cause exists, the court must order the citation be served on all defendants named in the suit; and (9) for purposes of a money laundering offense, defines "funds" to include a stored value card and defines "proceeds" to include funds used in the commission of an act or an offense. (Effective September 1, 2013.)

**S.B. 1889 (Eltife/Lavender) – Transport of Mental Health Patient:** requires the Texas Department of Mental Health and Mental Retardation Services to enter into a reciprocal agreement with another state or a local authority of another state to facilitate the return of persons committed to mental health facilities in this state to their state of residence, so long as the terms of the agreement are acceptable, and requires the department to coordinate, as appropriate, with a mental health facility, a mental hospital, health service providers, courts, and law enforcement personnel located in the geographic area nearest the petitioning state. (Effective September 1, 2013.)

## **Transportation**

**H.B. 719 (Morrison/Hegar) – Golf Carts:** requires the Texas Department of Motor Vehicles to issue license plates for golf carts that are operated: (1) on public highways in master planned communities; (2) on beaches; or (3) on city streets that have speed limits of 35 mph or less and have been opened to golf cart use by ordinance. (Effective Immediately.)

**H.B. 1044 (Eiland/Williams) – Vehicles:** this bill (1) expands the list of vehicles that are prohibited from being operated on certain beaches; (2) allows a city-owned off-highway vehicle to be registered for use on a public beach or highway; (3) allows city and county vehicles to be driven on beaches if registered; (4) allows the operation of certain private vehicles on the beach if: (a) the person has a driver's license; and (b) the beach is open to motor vehicle traffic; and (5) allows a city or county to prohibit the use of all-terrain vehicles on a beach. (Effective September 1, 2013.)

**H.B. 1917 (E. Rodriguez/Carona) – Advertising on Vehicles for Hire:** this bill: (1) allows a vehicle for hire or public transportation vehicle to advertise alcoholic beverages on the outside of the vehicle; and (2) allows a city to prohibit advertising of alcohol only on a vehicle for hire. (Effective Immediately.)

**H.B. 2148 (Hilderbran/Williams) – Motor Fuel Sales Tax:** this bill, among other things; (1) imposes a state motor fuels tax on the sale of compressed natural gas or liquefied natural gas that is delivered into the fuel supply tank of a motor vehicle; (2) provides for certain exemptions, not including city vehicles, and refunds of the tax; and (3) provides that three-fourths of the tax shall be deposited to the credit of the state highway fund. (Effective September 1, 2013.)

**H.B. 2202 (Pickett/Williams) – Vehicle Registration Fees:** provides that certain amounts of the state’s motor vehicle registration fees be deposited in the state’s general revenue fund, certain amounts be deposited in the state highway fund, and certain amounts be used to fund the Texas Department of Motor Vehicles. (Effective September 1, 2013.)

**S.B. 487 (Davis/Lavender) – All-Terrain Vehicles:** changes the definition of “all-terrain vehicle” in current law to include sit-in vehicles, frequently referred to as a “mule.” (Effective September 1, 2013.)

**S.B. 1110 (Nichols/Pickett) – Transportation Reinvestment Zones:** expands the uses for a transportation reinvestment zone by providing that: (1) the governing bodies of two or more local governments that have designated a zone may enter into an agreement to provide for the joint administration of two or more adjacent zones; and (2) the governing body of a county or city may designate a transportation reinvestment zone for a transportation project located outside the its boundaries if: (a) the project will benefit the property and residents located in the zone and the creation of the zone will serve a public purpose of that county or city; (b) a zone has been designated for the same project by one or more counties or cities in whose boundaries the project is located; and (c) an agreement provides for joint support of the designated zones. (Effective September 1, 2013.)

## **Utilities and Environment**

**H.B. 4 (Ritter/Fraser) – State Water Plan Funding:** this bill provides a mechanism to fund the State Water Plan and specifically provides that:

1. the state water implementation fund for Texas is created as a special fund in the state treasury outside the general revenue fund.
2. the fund should never be used for a purpose other than the support of projects in the state water plan.
3. the fund consists of:
  - a. money transferred or deposited to the credit of the fund by law;
  - b. the proceeds of any fee or tax imposed by this state that the legislature by statute dedicates for deposit to the credit of the fund;
  - c. any other revenue that the legislature by statute dedicates for deposit to the credit of the fund;
  - d. interest earned on amounts credited to the fund; and
  - e. money transferred to the fund under a bond enhancement agreement.
4. the Texas Treasury Safekeeping Trust Company (an existing state special purpose entity that was created to efficiently and economically manage, invest, and safeguard funds for the state and various subdivisions of the state) shall manage and invest the fund,

- maintaining sufficient liquidity to meet the needs of the fund and adopting a written investment policy appropriate for the fund.
5. at the direction of the Texas Water Development Board, the trust company shall make disbursements from the fund to another fund or account pursuant to a bond enhancement agreement in the amounts the board determines are needed for debt service payments on or security provisions of the board's general obligation or revenue bonds.
  6. of the money disbursed from the fund during the five-year period between the adoption of a state water plan and the adoption of a new plan, the board shall apply not less than: (a) 10 percent to support projects included in the state water plan that are for rural political subdivisions or for agricultural water conservation; and (b) 20 percent to support projects included in the state water plan that are for water conservation or reuse.
  7. the board may direct the trust company to enter into bond enhancement agreements to provide a source of revenue or security for the payment of the principal or interest on bonds issued by the board to finance or refinance projects included in the state water plan, if the proceeds of the sale of the bonds have been or will be deposited to the credit of:
    - a. the state water implementation revenue fund for Texas;
    - b. the water infrastructure fund;
    - c. the rural water assistance fund;
    - d. the Texas Water Development Fund II state participation account; or
    - e. the agricultural water conservation fund.
  8. the board may direct the trust company to make disbursements for the support of bonds the proceeds of which are used to provide financial assistance in the form of:
    - a. a loan bearing an interest rate of not less than 50 percent of the then-current market rate of interest available to the board;
    - b. a loan to finance a facility under repayment terms similar to the terms of debt customarily issued by the entity requesting assistance, not to exceed the lesser of the useful life or 30 years;
    - c. a deferral of loan payment;
    - d. incremental repurchase terms for an acquired facility; or
    - e. a combination of the these methods.
  9. the board may not direct the trust company to enter into a bond enhancement agreement with respect to bonds issued by the board the proceeds of which have been or are to be used to make grants.
  10. each regional water planning group shall prioritize projects in its respective region using the uniform standards established by the board and the board shall prioritize projects in the state water plan for the purpose of providing financial assistance.
  11. the State Water Implementation Fund for Texas Advisory Committee is created and is composed of the comptroller, three members of the senate appointed by the lieutenant governor, and three members of the house appointed by the speaker of the house.
  12. the advisory committee shall submit recommendations to the board regarding the use of money in the fund for use by the board.
  13. the state water implementation revenue fund for Texas is created as a special fund in the state treasury outside the general revenue fund to be used by the board only for the purpose of providing financing for projects included in the state water plan.

14. the board may sell to the state water implementation revenue fund for Texas any political subdivision bonds purchased with money in the water infrastructure fund.
15. the governing body of each political subdivision receiving financial assistance from the board shall require in all contracts for the construction of a project (in addition to the requirements in current law) that the contract include a requirement that iron and steel products and manufactured goods used in the project be produced in the United States, with certain exceptions.

(Effective September 1, 2013.)

**H.B. 200 (Murphy/Ellis) – Liability of Electric Utilities:** with regard to an electric utility located in a county with a population of four million or more: (1) allows the electric utility to enter into an agreement with a political subdivision to allow public access to and use of the premises of the electric utility for recreation, exercise, relaxation, travel, or pleasure; (2) provides that the utility by entering into an agreement under (1), above, does not assure that the premises are safe; (3) provides that the doctrine of attractive nuisance is not applicable to such agreed to use; and (4) provides that a written agreement described in (1), above, may require the political subdivision to provide or pay for insurance coverage for any defense costs or other litigation costs incurred by the electric utility for damage claims. (Effective immediately.)

**H.B. 252 (Larson/Hegar) – Water Shortage Reporting:** requires that each municipally owned utility notify the Texas Commission on Environmental Quality when the utility is reasonably certain that the utility’s water supply is less than 180 days. (Effective September 1, 2013.)

**H.B. 788 (Smith/Hinojosa) – Greenhouse Gas Emissions:** requires the Texas Commission on Environmental Quality to, in accordance with federal law, adopt a program for issuing permits that include the regulation of greenhouse gas emissions. (Effective immediately.)

**H.B. 857 (Lucio/Ellis) – Water Audits:** requires that all municipally owned utilities that either receive financial assistance from the Texas Water Development Board or provide service to more than 3,300 connections perform and file with the board an annual water audit computing the utility’s system water loss during the preceding year. (Note: Current law requires only utilities that receive state aid to file such audits.) (Effective September 1, 2013.)

**H.B. 1461 (Aycock/Fraser) – Water Conservation:** requires a retail public utility, including a city, that files a water loss audit to notify each of the utility’s customers of the water loss reported in the water audit on: (1) the utility’s next annual consumer confidence report delivered after the water audit is filed or (2) the next bill the customer receives after the water audit is filed. (Effective September 1, 2013.)

**H.B. 1554 (J. Rodriguez/Campbell) – Floodplain Management:** this bill: (1) provides that a city may bring a civil action to enforce an ordinance relating to floodplain control and administration, including an ordinance regulating the placement of a structure, fill, or other materials in a designated floodplain; (2) a city may abate a violation of a floodplain management ordinance by causing the work necessary to bring real property into compliance with the ordinance, including the repair, removal, or demolition of a structure, fill, or other material

illegally placed in the area designated as a floodplain, if: (a) the city gives the owner reasonable notice and opportunity to comply with the ordinance; and (b) the owner of the property fails to comply with the ordinance; (3) the city may assess the costs incurred against the property and has a lien on the property for the costs incurred and for interest until the municipality is paid; and (4) the city's lien is inferior to any previously-recorded bona fide mortgage lien attached to the real property to which the city's lien attaches, but is superior to all other previously-recorded judgment liens. (Effective September 1, 2013.)

**H.B. 1600 (Cook/Nichols) – Public Utility Commission:** this is the Public Utility Commission (PUC) Sunset bill. Of particular interest to cities, the bill continues the functions of the PUC until 2023 and:

1. increases PUC oversight of the Electric Reliability Council of Texas.
2. authorizes the PUC to issue a cease and desist order against an electric utility in certain circumstances and provides procedures for doing so.
3. on September 1, 2014, transfers to the PUC the powers, duties, functions, programs, and activities of the Texas Commission on Environmental Quality (TCEQ) relating to the economic regulation of water and sewer service, including the issuance and transfer of certificates of convenience and necessity, the determination of rates, and the administration of hearings and proceedings involving those matters. Specifically, the bill provides that:
  - a. certain duties relating to residential and small commercial water customer representation are assigned to the Office of Public Utility Counsel.
  - b. a city retains original jurisdiction over water rates and service with its limits.
  - c. the regulatory authority, including a city, may require, by order or subpoena served on any utility, the production at the time and place it may designate of any books, accounts, papers, or records kept by a water and sewer utility outside the state or verified copies of them if the regulatory authority so orders.
  - d. includes essentially the same provisions as **S.B. 567 (Watson/Geren)**, which are summarized below.
  - e. the PUC by rule shall require each utility to annually file a service, financial, and normalized earnings report that must include information sufficient to enable the PUC to properly monitor utilities in this state.
4. provides that, by August 1, 2014, the TCEQ and the PUC shall enter into a memorandum of understanding that governs the transition and authorizes the Office of Public Utility Counsel to represent the interests of residential and small commercial water consumers.
5. provides that the TCEQ and the PUC shall appoint a transition team to accomplish the purposes of bill and that will provide a final report on the implementation to the executive directors not later than September 1, 2014.

(Effective September 1, 2013.)

**H.B. 1772 (Turner/Davis) – Electric/Gas Utility Disconnection:** provides additional procedures that an owner/landlord must follow when it receives notice of disconnection of gas or electric service to a nonsubmetered, master-metered multifamily property. Of particular interest to cities, the bill provides that: (1) if the property is located in a city and served by a municipal

utility, the owner/landlord shall provide notice of a pending disconnection to tenants and to the governing body of that city by certified mail; (2) the governing body of the city may provide additional notice to the property's tenants and owner/landlord after receipt of the service disconnection notice; and (3) if the property is served by a retail electric provider in an area where customer choice has not been introduced or by an investor owned gas utility, the owner/landlord shall send a written notice of service disconnection to a city before the retail electric provider disconnects service if the property is located in the city and the city establishes an authorized representative to receive the notice. (Effective January 1, 2014.)

**H.B. 2152 (Callegari/Lucio) – Water Rates:** prohibits a municipally owned utility that provides nonsubmetered master metered utility service to a recreational vehicle park from assessing a fee that the utility does not charge other commercial businesses that serve transient customers. (Effective September 1, 2013.)

**H.B. 2290 (Lozano/Estes) – Supplemental Environmental Projects:** allows a local government that receives money to implement a supplemental environmental project from the Texas Commission on Environmental Quality to retain up to ten percent of the amount received for administrative costs associated with implementing the project. (Effective immediately.)

**H.B. 2585 (Harper-Brown/Paxton) – Utility Relocation:** removes the expiration provision from the state law providing that the Texas Department of Transportation and a utility, including a municipally owned utility, shall share equally the cost of the relocation of a utility facility required by the improvement of state-run toll road projects. (Effective immediately.)

**H.B. 2615 (Johnson/Fraser) – Water Rights Reporting:** this bill: (1) increases the penalty for a person who has been issued a water right and fails to file the required annual report from \$25 per day to: (a) \$100 per day if the person is the holder of a right appropriating 5,000 acre-feet or less per year or (b) \$500 per day if the person is the holder of a right appropriating more than 5,000 acre-feet per year; (2) requires the executive director of the Texas Commission on Environmental Quality (TCEQ) to establish a reasonable deadline by which a person must make available information requested by the commission that is related to the water right; and (3) requires the TCEQ to establish a process by which a water right report may be submitted electronically. (Effective September 1, 2013.)

**H.B. 2781 (Fletcher/Campbell) – Rainwater Harvesting:** this bill: (1) requires that a privately owned rainwater harvesting system with a capacity of more than 500 gallons and an auxiliary water supply have a backflow prevention assembly or an air gap installed at the storage facility for the harvested rainwater; (2) requires a person who intends to use a public water supply system as an auxiliary water supply to give written notice of that intention to the city in which the rainwater harvesting system is located; (3) prohibits the public water supply system being used as an auxiliary water source from being connected to the plumbing of a structure; (4) requires the Texas Water Development Board to provide training for each member of the permitting staff of a city with a population of more than 10,000 whose work relates directly to permits involving rainwater harvesting; and (5) requires a seller of property to disclose any rainwater harvesting system located on the property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source. (Effective September 1, 2013.)

**H.B. 3233 (Ritter/Fraser) – Interbasin Transfers:** this bill: (1) removes the requirement to include the projected effect on user rates and fees for each class of ratepayers on an application for an interbasin transfer; (2) limits the evidentiary hearing for an application to transfer water to contested issues related to the requirements in the bill; (3) changes the notice of an application requirement from once a week for two consecutive weeks to two different weeks in a 30 day period; and (4) exempts from the permit requirement a proposed transfer from the part of the service area of a retail water utility that is within the basin of origin for use in that part of the geographic area of the county or city, or that contiguous part of the retail service area of the utility, not within the basin of origin. (Effective September 1, 2013.)

**H.B. 3511 (Ritter/Eltife) – Contractual Immunity:** provides that: (1) a water district or authority that enters into a written contract stating the essential terms under which the local district or authority is to provide water to a purchaser for use in connection with the generation of electricity waives sovereign immunity to suit for the purpose of adjudicating a claim that the local district or authority breached the contract by not providing water, or access to water, according to the contract's terms; (2) sovereign immunity to suit is waived by a local government entity, including a city, that enters into a written contract, including a right of first refusal, regarding the sale or delivery of not less than 1,000 acre-feet of reclaimed water by a local governmental entity intended for industrial use; and (3) a prevailing party in a contract governed by (2), above, is liable for actual damages, specific performance, or injunctive relief in an adjudication brought against a local governmental entity. (Effective immediately.)

**H.B. 3605 (Burnam/Hegar) – Water Loss:** requires: (1) a retail public utility, which includes a city, that receives financial assistance from the Texas Water Development Board to use a portion of the financial assistance to mitigate the utility system's water loss if the water loss exceeds a threshold amount to be established by the board; (2) the board, when reviewing applications for financial assistance from a retail public utility with 3,300 or more connections, to evaluate the utility's water conservation plan for compliance with the board's best management practices and issue a report to the utility detailing the results of the evaluation; and (3) that plans and specifications submitted to the board in connection with an application for financial assistance include a seal by a licensed engineer affirming that the plans and specifications are consistent with and conform to current industry design and construction standards. (Effective September 1, 2013.)

**S.B. 186 (Corona/Giddings) – Mosquito Abatement:** provides that: (1) a city, county, or local health authority may abate, without notice, certain collections of water in which mosquitoes are breeding that: (a) are located on residential property reasonably presumed to be abandoned or uninhabited due to foreclosure; and (b) are an immediate danger to the health, life, or safety of any person; (2) public officials, agents, and employees charged with the enforcement of health, environmental, or safety laws may enter the premises described in (1), above, at a reasonable time to inspect, investigate, or abate the nuisance; (3) mosquito abatement described in (1), above, is limited to treatment of stagnant water with a mosquito larvicide; and (4) a notice must be posted on the front door of a residence described in (1), above, stating the identity of the treating authority, the purpose and date of treatment, the area treated, the type of larvicide used, and the known risks of the larvicide to humans or animals. (Effective immediately.)

**S.B. 349 (Nichols/Creighton) – Municipally Owned Electric Utility Power Lines:** with respect to municipal power lines, provides that: (1) a “distribution line” means a power line operated below 60,000 volts when measured phase to phase, and a “transmission line” means a power line operated at 60,000 volts or more when measured phase to phase; and (2) distribution and transmission lines shall be constructed along highways and at other places in accordance with the national electrical safety code. (Effective Immediately.)

**S.B. 385 (Carona/Keffer) – Clean Energy Assessments:** this bill: (1) enacts the Property Assessed Clean Energy (PACE) Act, which would authorize a city to create PACE districts to promote private sector water conservation and energy efficiency; (2) provides detailed procedures for the creation of a PACE district; and (3) provides that property owners in a PACE district would be able to obtain low-cost, long-term financing from private sector lenders for water conservation improvements and energy efficiency retrofits to existing structures. (Effective immediately.)

**S.B. 514 (Davis/Wu) – Saltwater Pipelines:** provides that: (1) a saltwater pipeline operator is entitled to install, maintain, and operate a saltwater pipeline facility through, under, along, across, or over a public road only if: (a) the pipeline facility complies with applicable federal and state regulations, as well as any municipal regulations regarding the accommodation of utility facilities on a public road or right-of-way, including regulations relating to the horizontal or vertical placement of the pipeline facility; and (b) the saltwater pipeline operator ensures that the public road and associated facilities are promptly restored to their former condition of usefulness after the installation or maintenance of the pipeline facility is complete; (2) the governing body of a city may require a saltwater pipeline operator to relocate a saltwater pipeline facility at the cost of the saltwater pipeline operator to accommodate construction or expansion of a public road or for any other public work unless the saltwater pipeline operator has a property interest in the land occupied by the facility to be relocated; and (3) the bill does not affect the authority of a city to regulate the use of a public right-of-way by a saltwater pipeline operator under any other law or require the payment of a franchise fee for the use of municipal rights-of-way. (Effective immediately.)

**S.B. 567 (Watson/Geren) – Water Rates:** this omnibus water utility reform bill transfers functions relating to the economic regulation of water and sewer service from the Texas Commission on Environmental Quality to the Public Utility Commission of Texas (PUC). In addition, the bill would provide that:

1. certain duties relating to residential and small commercial water customer representation are assigned to the Office of Public Utility Counsel.
2. a city retains original jurisdiction over water rates and service with its limits.
3. the regulatory authority, including a city, may require, by order or subpoena served on any utility, the production at the time and place it may designate of any books, accounts, papers, or records kept by a water and sewer utility outside the state or verified copies of them if the regulatory authority so orders.
4. for purposes of water rate and service regulation, create utility classifications as follows:
  - (1) a Class A utility means a public utility that provides retail water or sewer utility

- service through 10,000 or more taps or connections; (b) a Class B utility means a public utility that provides retail water or sewer utility service through 500 or more taps or connections but fewer than 10,000 taps or connections; and (c) a Class C utility means a public utility that provides retail water or sewer utility service through fewer than 500 taps or connections.
5. a Class A utility may not make changes in its rates except by delivering a statement of intent (which must include a description of the process by which a ratepayer may intervene in the ratemaking proceeding) to each ratepayer and with the regulatory authority having original jurisdiction at least 35 days (Note: Reduced from 60 days in current law.) before the effective date of the proposed change.
  6. the regulatory authority shall, not later than the 30th day after the effective date of a rate change, begin a hearing to determine the propriety of a rate change request by a Class A utility.
  7. a Class A utility is not required to provide a formal answer or file any other formal pleading in response to a city's notice that the city will hold a hearing on rate change request, and the absence of an answer does not affect an order for a hearing.
  8. a utility may put a changed rate into effect throughout the area in which the utility sought to change its rates, including an area over which the utility commission is exercising appellate or original jurisdiction, by filing a bond with the PUC if the suspension period has been extended and PUC fails to make a final determination before the 151st day after the date the rate change would otherwise be effective.
  9. a Class B utility may not make changes in its rates except by delivering a statement of intent to each ratepayer and with the regulatory authority having original jurisdiction at least 35 days before the effective date of the proposed change.
  10. when the statement of intent under (9), above, is delivered, the Class B utility shall file with the regulatory authority an application to change rates.
  11. if, before the 91st day after the effective date of the rate change under (10), above, the regulatory authority receives a complaint from any affected city, or from the lesser of 1,000 or 10 percent of the ratepayers of the utility, the regulatory authority shall set the matter for hearing.
  12. the Class B utility is not required to provide a formal answer or file any other formal pleading in response to the notice, and the absence of an answer does not affect an order for a hearing.
  13. the Class B utility shall mail notice, which must include a description of the process by which a ratepayer may intervene in the ratemaking proceeding, of the hearing to each ratepayer before the hearing.
  14. a Class B utility or two or more utilities under common control and ownership may not file a statement of intent to increase its rates more than once in a 12-month period, unless the regulatory authority determines that a financial hardship exists.
  15. the PUC by rule shall adopt procedures to allow a Class C utility to receive without a hearing an annual rate adjustment based on changes in a price index adopted by the PUC.
  16. a Class C utility may adjust its rates using the procedures adopted under (15), above, not more than once each year and not more than four times between formal rate proceedings.

(Effective September 1, 2013.)

**S.B. 654 (West/Anchia) – Civil Actions:** authorizes a city to bring a civil action or use quasi-judicial enforcement procedures to enforce an ordinance relating to: (1) animal care and control; and (2) water conservation measures, including watering restrictions. (Effective September 1, 2013.)

**S.B. 701 (Hegar/Herrero) – Utilities:** would make it a defense to a criminal trespass charge that an individual is an employee or agent of a municipally owned utility. (Effective September 1, 2013.)

**S.B. 885 (Hinojosa/Harper-Brown) – Gas Rate Notices:** would provide that, instead of mailing a customer notice of a rate increase, an investor owned gas utility may send the notice by email if the customer's email address is available to the utility and the customer has consented in writing to receive the notice by email. (Effective September 1, 2013.)

**S.B. 900 (Fraser/Wu) – Railroad Commission Fines:** increase the maximum amount of various civil penalties issued by the Railroad Commission for a violation of pipeline safety or pollution rules. (Effective September 1, 2013.)

**S.B. 902 (Fraser/Callegari) – Water Districts:** makes numerous changes to the laws that affect water districts. Of particular interest to cities, the bill provides that: (1) a city may enter into a contract with a water district or with a non-profit water supply corporation under which the district or corporation will acquire for the benefit of and convey to the city, either separately or together, one or more water, sewer, drainage, or road projects; (2) that the contract under (1), above, may provide that any payments due are payable from and are secured by a pledge of a specified part of the revenues of the city, including revenues from municipal sales and use taxes; (3) a peace officer contracted for by a water district, individually or through a county, sheriff, constable, or city, is an independent contractor, and the district is responsible for the acts or omissions of the peace officer only to the extent provided by law for other independent contractors; (4) a water district providing potable water or sewer service to household users may, separately or jointly with another district, city, or other political subdivision, establish, operate, and maintain, finance with ad valorem taxes, mandatory fees, or voluntary contributions, and issue bonds for a fire department to perform all firefighting services within the district and may provide for the construction and purchase of necessary buildings, facilities, land, and equipment and the provision of an adequate water supply; and (5) a city may provide in its written consent for the inclusion of land in a district that is initially located wholly or partly outside the corporate limits of the city that a contract ("allocation agreement") between the district and the city be entered into prior to the first issue of bonds, notes, warrants, or other obligations of the district. (City-related provisions are effective September 1, 2013.) (Note: Any city in an area with water districts should carefully review the provisions of this bill to determine its impact on the city's relationship with those districts.)

**S.B. 958 (Fraser/Keffer) – Water Districts and Authorities:** would provide that a local water district or water authority (but not a city) that enters into a written contract to provide water to a purchaser for use in connection with the generation of electricity waives sovereign immunity to suit for the purpose of adjudicating a claim that the local district or authority breached the

contract by not providing water, or access to water, according to the contract's terms. (Effective immediately.)

**S.B. 981 (Van de Putte/Menendez) – Municipally Owned Electric Utility Discounts:** would provide that the governing body of a municipally owned utility may establish a bill payment assistance program for a customer who is a military veteran who a medical doctor certifies has a significantly decreased ability to regulate the individual's body temperature because of severe burns received in combat. (Effective immediately.)

**S.B. 1063 (Hegar/KolkHorst) – Natural Gas:** provides that natural gas purchased by a public facility corporation for resale to a local government under an interlocal cooperation contract between the sponsor and the local government is considered a public facility. (Note: Under current law, a local government "sponsor" can create a public facility corporation to finance or to provide for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing, and placement in service of public facilities at the lowest possible borrowing costs.) (Effective immediately.)

**S.B. 1282 (Duncan/Price) – Desired Future Conditions:** provides that a proposal for the adoption of desired future conditions for the relevant aquifers within a management area is not required before May 1, 2016. (Note: This does not prevent districts in a management area from voting on a proposal for the adoption of desired future conditions before May 1, 2016.) (Effective September 1, 2013.)

**S.B. 1300 (Eltife/Lewis) – Texas Environmental, Health, and Safety Audit Privilege Act:** amends the Texas Environmental, Health, and Safety Audit Privilege Act to: (1) allow a person that begins an audit before becoming the owner of a regulated facility or operation to continue the audit after the acquisition closing date, if the person gives notice; (2) requires an audit be completed within a reasonable, time not to exceed six months after the date the audit is initiated or the acquisition closing date, unless an extension is granted by the governmental entity with regulatory authority over the facility; (3) provides that disclosure of the audit report by the person considering the acquisition does not waive the provided immunity; and (4) provides that a disclosure is voluntary if, not more than the 45th day after the acquisition closing date, the violation was discovered during an audit conducted before the acquisition closing date by a person considering the acquisition of the regulated facility or operation. (Effective September 1, 2013.)

**S.B. 1364 (Schwertner/Murphy) – Electric Rate Cases:** would provide that a city or the Texas Railroad Commission, when computing an electric utility's federal income tax expenses in a rate case, must include with an allowable expense or investment the applicable reduction in income tax liability. (Effective September 1, 2013.)

**S.B. 1756 (Uresti/Villalba) – Clean Air Act:** allows an applicant to request the expedited processing of a permit application filed under the Clean Air Act if the applicant demonstrates that the purpose of the application will benefit the economy of this state or an area of this state. (Effective immediately.)

**S.J.R. 1 (Williams/Pitts) – State Water Implementation Fund:** amends the Texas Constitution to: (1) establish a special revolving fund in the state treasury and outside the general revenue fund called the state water implementation fund to be used only to fund water infrastructure projects included in the State Water Plan; (2) provide that the legislature by general law may authorize the Texas Water Development Board to enter into bond enhancement agreements to provide security for general obligation or revenue bonds, the proceeds of which are used to finance state water plan projects; and (3) establish that money in the fund is dedicated by the constitution for purposes of certain constitutional restrictions on appropriations and that an appropriation from the economic stabilization fund to the credit of the state water implementation fund for Texas is an appropriation of constitutionally-dedicated state tax revenues for purposes of those restrictions on appropriations. (Effective if approved at the election on November 5, 2013.) (Note: This resolution provides the funding mechanism for **H.B. 4 (Ritter/Fraser)**, above.)

### **The Cutting Room Floor**

Hundreds of harmful initiatives that would have done serious damage to Texas cities were defeated through the efforts of the League and individual cities. Among them were bills that would have:

1. reduced the current cap on annual increases in residential appraisals from ten percent to some lesser amount, applied the cap to all real property; or capped city revenues.
2. required duplicative reporting of various financial transactions of a city and limited the ability of cities to issue debt.
3. eliminated or restricted the ability of cities to enforce tree preservation ordinances.
4. severely hampered municipal annexation authority.
5. required a city to pay money damages for a violation of the permit vesting law.
6. pre-empted city ordinances related to bans on plastic bags and payday/auto title lenders.
7. required cities to pay the relocation costs of billboards removed for state highway projects.
8. preempted municipal regulation of oil and gas wells, pipelines, and related equipment.
9. precluded municipal participation in gas and electric utility rate cases.

Some initiatives would have been beneficial to cities but, despite the efforts of the League and individual cities, didn't make it through the process. The most notable was legislation that would have allowed cities to save taxpayer dollars by publishing legal notices online in lieu of newspapers.

*TML member cities may use the material herein for any purpose. No other person or entity may reproduce, duplicate, or distribute any part of this document without the written authorization of the Texas Municipal League.*

**INDEX**

<b><u>Topic</u></b>	<b><u>Page</u></b>
Finance and Administration .....	4
Property Tax .....	4
Sales Tax.....	11
Purchasing .....	12
Elections.....	13
Open Government.....	16
Other Bills.....	19
Municipal Courts .....	27
Community and Economic Development.....	30
Personnel.....	36
Public Safety.....	38
Transportation .....	52
Utilities and Environment .....	53
The Cutting Room Floor.....	63



**Legislative**  
**UPDATE**

June 7, 2013  
Number 21

### **First Special Session Already Underway**

Only minutes after the Eighty-Third Regular Legislative Session concluded, the governor called a special legislative session to deal with state and congressional redistricting. More specifically, the stated purpose of the special session (as of now) is for the state legislature to ratify the court-drawn state House and Senate and U.S. Congressional districts. The apparent goal is to solidify the state's legal footing in a challenge to the validity of those maps.

Both the House and Senate redistricting committees have already held multiple public hearings on legislation filed to ratify the court-drawn district maps. The two committees will hold "field hearings" in locations around the state through June 12, meaning the legislature will not vote on the bills until mid-June. (The House has adjourned until June 17.)

It is possible that other issues will be added to the special session "call" over the next few weeks. The League will monitor any such items closely, and provide updates if the call is expanded to include any city-related issues. Several bills that could affect cities under an expanded call have already been filed. Those are summarized in the "City-Related Bills Filed" section elsewhere in this edition.

## **TML Legislative Wrap-Up: Don't Forget to Register!**

From private emails and meetings by videoconference to funding for the state water plan and financial transparency, the legislature passed over 220 bills relating to cities.

Find out about the most important bills by attending in the League's *Legislative Wrap Up* in Austin on June 17. This workshop is the best way to get an update on what happened in Austin, and to get an update on the special session that is already underway.

Please click [here](#) for more information on that event and others.

## **Municipal Bonds Update**

President Obama's fiscal year 2014 budget proposal recommends capping the tax-exemption of municipal bonds at 28 percent. The federal General Accounting Office recommended eliminating tax-exempt status all together.

For the past 100 years, the federal government has never taxed the interest earned on bonds issued by local governments. These tax-exempt bonds, used to fund local infrastructure projects such as roads, bridges, police stations, and water treatment facilities, create jobs and drive the Texas economy. Eliminating the tax-exemption on municipal bonds would increase borrowing costs and make it more difficult for cities to provide vital repairs and improvements to infrastructure. Tax-exempt bonds should not be replaced and should be excluded from any cap on tax deductions.

Capping or eliminating the deduction on municipal bonds is not a smart solution to the country's economic and fiscal challenges. City officials should contact their members of congress to express concerns with such proposals. For more detailed information from the National League of Cities, which has worked diligently to protect cities on this issue, go to: <http://www.nlc.org/influence-federal-policy/advocacy/legislative-advocacy/protect-municipal-bonds>.

Click [here](#) to view a sample of letters sent by the League to the Texas congressional delegation.

## **Have You Completed Your Open Government Training?**

State law requires each elected or appointed member of a governmental body to take at least one hour of training on both the Open Meetings Act and the Public Information Act. In addition, a city's officer for public information (often the city secretary) must take at least one hour of training in the Public Information Act.

With regard to the Public Information Act training, a public official (for example, a member of a municipal governing body) may designate a public information coordinator to satisfy the open records training requirement. For example, a city secretary could fill this role.

The training must be completed no later than 90 days after a person takes the oath of office or assumes the responsibilities of the office. Once a person has taken the training, the requirement is satisfied; the law does not require a refresher or update.

The attorney general's office allows the training requirement to be met in three ways: (1) live training provided by that office; (2) a video that is available free of charge or online; and (3) certification of other entities, such as TML, to provide the training. TML is certified to offer training and frequently conducts workshops that satisfy the training requirements.

For detailed information, please visit [www.oag.state.tx.us](http://www.oag.state.tx.us) and click on the "Open Government" tab at the top of the page, then select "Open Government Training" on the right.

## **First Special Session: City-Related Bills Filed**

### **FINANCE AND ADMINISTRATION**

**1H.B. 31 (Howard) – State Budget:** would provide that a state budget appropriation from the state's Rainy Day Fund is an appropriation of state tax revenues dedicated by the Texas Constitution.

**1H.J.R. 15 (Howard) – State Budget:** would amend the Texas Constitution to provide that a state budget appropriation from the state's Rainy Day Fund is an appropriation of state tax revenues dedicated by the Texas Constitution.

**1S.B. 14 (Ellis) – Taxes:** would: (1) require the comptroller to identify all state and local "tax preferences" and present a schedule to the Legislative Budget Board under which each tax preference is reviewed once during each 12-year period; and (2) require the Legislative Budget Board, not later than September 1 of each even-numbered year, to provide to the presiding officers of the Senate Finance Committee, or its successor, and the House Committee on Ways and Means, or its successor, a report on the reviews of tax preferences identified.

### **PUBLIC SAFETY**

**1H.B. 12 (Toth) – Firearms:** would make certain findings related to provisions of the U.S. Constitution related to firearms and would enact the "Texas Firearm Protection Act." The Act would, among other things: (1) apply to the state, a city, a county, or a special district or authority; (2) prohibit an entity described by (1), above, from adopting a rule, order, ordinance, or policy under which the entity enforces, or by consistent action allows the enforcement of, a federal statute, order, rule or regulation enacted on or after January 1, 2013, that purports to regulate a firearm, firearm accessory, or firearm ammunition if the statute, order, rule or regulation imposes a prohibition, restriction or other regulation, such as capacity or size limitation, a registration requirement or a background check, that does not exist under the laws of this state; and (3) provide that an entity described by (1), above, may not receive state grant funds if the entity adopts a prohibited practice.

**1H.B. 21 (Creighton) – Firearms:** would provide that an officer or employee of the United States, this state, or a political subdivision of this state commits a Class A misdemeanor if the person, while acting under color of the person’s office or employment, intentionally or knowingly seizes a firearm as permitted or required by a federal statute, order, rule, or regulation that: (1) imposes a prohibition, restriction, or other regulation on firearms that does not exist under the laws of this state; and (2) violates the United States Constitution.

**1H.B. 34 (Gooden) – Handguns:** would provide, among other things, that a municipal attorney who holds a concealed handgun license may, either in a concealed or open manner, carry a handgun in most places.

**1S.B. 16 (Patrick) – Concealed Handguns:** would provide that: (1) a state agency or a political subdivision of the state may not provide notice by a sign described by Section 30.06, Penal Code (the provision governing notice by a sign to a concealed handgun license holder that carrying is not permitted in an area) or by any sign expressly referring to that law or to a concealed handgun license, that a license holder carrying a handgun is prohibited from entering or remaining on a premises or other place owned or leased by the governmental entity, unless the state agency or political subdivision is actually authorized to prohibit the license holder from that place; (2) a state agency or a political subdivision of the state that violates (1), above, is liable for a civil penalty of not less than \$1,000 and not more than \$1,500 for the first violation and not less than \$10,000 and not more than \$10,500 for the second or a subsequent violation; (3) each day of a continuing violation of (1), above, constitutes a separate violation; (4) a citizen of this state or a person licensed to carry a concealed handgun may file a complaint with the attorney general that a state agency or political subdivision is in violation of (1), above, and the attorney general must investigate and decide whether to take action on the complaint; (5) if legal action is warranted, the attorney general must give the chief administrative officer of the agency or political subdivision charged with the violation a written notice that gives the agency or political subdivision fifteen days from receipt of the notice to remove the sign and cure the violation to avoid the penalty, unless the agency or political subdivision was found liable by a court for previously violating (1), above; (6) if the attorney general determines that legal action is warranted, and that the state agency or political subdivision has not cured the violation within the 15-day period, the attorney general or the appropriate county or district attorney may sue to collect the civil penalty provided by the bill and/or may file a writ of mandamus or apply for other appropriate equitable relief; (7) sovereign immunity to suit is waived and abolished to the extent of liability created by the bill; and (8) the current law relating to carrying in a meeting is clarified to allow the state or a political subdivision the right to prohibit entry only into an actual room where an entity subject to the Open Meetings Act is meeting, rather than the entire building in which the meeting room is located.

## **UTILITIES AND ENVIRONMENT**

**1H.B. 24 (Larson) – Brackish Groundwater Desalination:** would make various changes designed to encourage the development of brackish groundwater as a water source in certain areas.

**1H.B. 25 (Larson) – Aquifer Storage and Recovery:** would make various changes to the permit process for the underground storage of water for later retrieval from an aquifer and beneficial use.

## **TRANSPORTATION**

**1H.B. 20 (Harper-Brown) – Transportation Funding:** would provide that, beginning in 2015, certain revenue derived from the state sales tax imposed on the sale of a motor vehicle sold in this state shall be deposited to the credit of the state highway fund.

**1H.B. 22 (Pickett) – Transportation Funding:** would limit the authority of the Texas Department of Transportation to issue debt after January 1, 2013, and authorize the use of certain monies in the Texas Mobility Fund to be used to pay existing state transportation debt.

**1H.B. 29 (Phillips) – Transportation Funding:** would provide that, beginning in increments in 2015 and completed in 2024, the net revenue derived from the state sales tax imposed on the sale of a motor vehicle sold in this state shall be deposited to the credit of the state highway fund.

**1H.B. 35 (Phillips) – Transportation Funding:** would provide that the amount of the proceeds from the collection of the taxes imposed on the sale, storage, or use of new and used motor vehicle tires and new and used motor vehicle parts shall be deposited to the credit of the state highway fund.

**1H.J.R. 10 (Phillips) – Transportation Funding:** would amend the Texas Constitution to provide that certain revenues from motor vehicle registration fees, taxes on motor fuels and lubricants and motor vehicle tires and parts, and certain revenues received from the federal government may be used only to construct and maintain highways.

**1H.J.R. 11 (Pickett) – Transportation Funding:** would limit the authority of the legislature to incur additional transportation funding debt.

**1H.J.R. 13 (Harper-Brown) – Transportation Funding:** would amend the Texas Constitution to allow the state to use a portion of the oil and gas production tax for the Texas Mobility Fund, rather than sending all those funds to the state's Rainy Day Fund.

**1H.J.R. 14 (Phillips) – Transportation Funding:** would provide that the net revenue derived from the state sales tax imposed on the sale of a motor vehicle sold in this state, minus certain school funding allocations, shall be deposited to the credit of the state highway fund. (Note: Please see **H.B. 782**, above.) (Companion bill is **S.J.R. 20** by **Nichols**.)

**1S.J.R. 2 (Nichols/Williams) – Transportation Funding:** would amend the Texas Constitution to allow the state to use a portion of the oil and gas production tax for transportation purposes, rather than sending all those funds to the state's Rainy Day Fund. (Companion bill is **1H.J.R. 12** by **Harper-Brown**.)