

**HUMBLE CITY COUNCIL  
MEETING PACKET  
JUNE 27, 2013**

HUMBLE CITY COUNCIL

AGENDA

JUNE 27, 2013 - 6:30 P.M.

1. INVOCATION/PLEDGE OF ALLEGIANCE
2. CURRENT INVOICES
3. ORDINANCE NO. 13-720 AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF OUTSTANDING CITY OF HUMBLE, TEXAS CERTIFICATES OF OBLIGATION, SERIES 1998
4. ORDINANCE NO. 13-721 AN ORDINANCE OF THE CITY OF HUMBLE, TEXAS, RENAMING PUBLIC EASEMENT NO. 1 TO WEST FERGUSON STREET; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT
5. ORDINANCE NO. 13-722 CONSENTING TO THE ANNEXATION OF LAND BY INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT
6. DEVELOPMENT PLAT OF DYNAMIC SPORTS NUTRITION, A SUBDIVISION OF 1.000 ACRE; LOCATED IN THE H. E. & W. T. R. R. CO. SURVEY ABSTRACT NO. 1046, CITY OF HUMBLE, HARRIS COUNTY, TEXAS BEING ALL OF RESERVE 2 OF THE PARTIAL REPLAT NO. 1 OF WILSON ROAD INDUSTRIAL COMPLEX - CLAPP PROPERTIES LLC
7. PROFESSIONAL SERVICES AGREEMENT - ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING & RECOVERY SERVICES (PRE-EVENT DEBRIS MONITORING) - SCIENCE APPLICATIONS INTERNATIONAL CORPORATION
8. APPOINT COUNCILMEMBERS ALLAN STEAGALL AND MERLE AARON TO OVERSEE BENDER HIGH SCHOOL BUILDING RENOVATIONS
9. MONTHLY DEPARTMENT REPORTS
10. CORRESPONDENCE: TEXAS MUNICIPAL LEAGUE
11. ADJOURNMENT

**COUNCIL MEETING**

**06-27-2013**

**AGENDA ITEM #2**

**CURRENT INVOICES**

**ACCOUNTS PAYABLE CHECKS**

Date	General Fund	Water & Sewer Operating Fund	Special Revenue	Red Light Camera	Beautification	2005 A Const	TOTAL
6/13/2013	174,917.51	44,650.28	1,599.32	57,785.82	300.00		\$ 279,252.93
							\$ -

**MAY PURCHASE CARDS**

\$ 72,903.09	\$ 35,673.78	\$ 2,226.48	\$ 3,436.36			\$ 114,239.71
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apadatecr2 City of Humble paula  
A/P Check Register  
Checks from to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 01-1070-00-00					
97223	06/13/13	1 PRIORITY ENVIRONMENTAL	1,250.00	0	Regular
97224	06/13/13	A-LINE AUTO PARTS #25	104.97	0	Regular
97225	06/13/13	AAACTION PLUMBING OF TEXAS INC	1,110.00	0	Regular
97226	06/13/13	ALARM MONITORING SVCS-HOU	136.70	0	Regular
97227	06/13/13	ALLIED WASTE SERVICES #852	6,226.08	0	Regular
97228	06/13/13	ALWAYS IN SEASON INC	204.59	0	Regular
97229	06/13/13	AMERICAN MESSAGING	295.96	0	Regular
97230	06/13/13	AMERICAN TIRE DISTRIBUTORS	1,122.70	0	Regular
97231	06/13/13	AMERICAN TRAFFIC SOLUTIONS INC	55,976.10	0	Regular
97232	06/13/13	APPLIED CONCEPTS, INC.	1,484.72	0	Regular
97233	06/13/13	AQUA-METRIC SALES, CO.	1,928.98	0	Regular
97234	06/13/13	ASTRO LOCK & SAFE, LLC	100.00	0	Regular
97235	06/13/13	AT&T	12.00	0	Regular
97236	06/13/13	B DEPENDABLE PLUMBING INC	325.00	0	Regular
97237	06/13/13	BANNON & ASSOCIATES LLC	395.00	0	Regular
97238	06/13/13	BARBARA CELL	150.00	0	Regular
97239	06/13/13	BEST PUBLICATIONS LLP	254.15	0	Regular
97240	06/13/13	BETA TECHNOLOGY	328.00	0	Regular
97241	06/13/13	BYRON'S OF TEXAS	507.50	V	Regular
97242	06/13/13	CAMPBELL CONCRETE & MATERIALS,	515.00	0	Regular
97243	06/13/13	CANON FINANCIAL SERVICES INC	1,480.24	0	Regular
97244	06/13/13	CARRILLO'S LANDSCAPE	4,800.00	0	Regular
97245	06/13/13	CENTERPOINT ENERGY	2,239.01	0	Regular
97246	06/13/13	CHILDREN FIRST ACADEMY	500.00	0	Regular
97247	06/13/13	CHILDRENS ASSESSMENTCTR	508.00	0	Regular
97248	06/13/13	CHLORINATOR MAINTENANCE CONST	6,447.20	0	Regular
97249	06/13/13	CINDY WORLEY	100.00	0	Regular
97250	06/13/13	COBAN TECHNOLOGIES INC	9,040.00	0	Regular
97251	06/13/13	COMCAST BUSINESS SERVICES	1,736.02	0	Regular
97252	06/13/13	CONCRETE RAISING CORP	3,074.40	0	Regular
97253	06/13/13	CONFIDENTIAL RESEARCH	105.00	0	Regular
97254	06/13/13	CONROE WELDING SUPPLY	212.24	0	Regular
97255	06/13/13	COPECO INC dba SEAMLESS SOLUTI	235.65	0	Regular
97256	06/13/13	COX CPA SERVICES INC	50.00	0	Regular
97257	06/13/13	CROSBY HIGH SCHOOL	750.00	0	Regular
97258	06/13/13	CRYSTAL ANN PEDERSEN	230.00	0	Regular
97259	06/13/13	CSG SYSTEMS INC	2,431.97	0	Regular
97260	06/13/13	DE LAGE LANDEN	2,891.96	0	Regular
97261	06/13/13	DEPARTMENT OF STATE HEALTH SVC	57.00	0	Regular
97262	06/13/13	DIEBOLD	143.00	0	Regular
97263	06/13/13	DONNA ESPOSITO	250.00	0	Regular
97264	06/13/13	EMPIRE, INC.	2,843.26	0	Regular
97265	06/13/13	FELICITO VIGIL	40.00	0	Regular
97266	06/13/13	FERCAM GROUP	1,050.00	0	Regular
97267	06/13/13	FINANCIAL FORMS SUPPLIES INC	188.31	0	Regular
97268	06/13/13	FIRESTONE	116.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
97269	06/13/13	GARCIA PROMOTIONS	250.00	0	Regular
97270	06/13/13	GRADY'S POOL SERVICE	800.00	0	Regular
97271	06/13/13	GREAT SOUTHERN STABILIZED	363.02	0	Regular
97272	06/13/13	HARRIS COUNTY TREASURER	1,443.75	0	Regular
97273	06/13/13	HOUSTON COMMUNITY NEWSPAPERS	485.40	0	Regular
97274	06/13/13	HUMBLE FIRE FIGHTER DUES	157.50	0	Regular
97275	06/13/13	HUMBLE POLICE ASSOCIATION	232.50	0	Regular
97276	06/13/13	I C JANITORIAL SUPPLY	2,938.61	0	Regular
97277	06/13/13	JACK HENRY AND ASSOCIATES INC	1,444.00	0	Regular
97278	06/13/13	JACQUELINE MOORE	350.00	0	Regular
97279	06/13/13	JAVIER CAMPOS-RIVERA	40.00	0	Regular
97280	06/13/13	JAY STORR PHOTOGRAPHY FILM & V	275.00	0	Regular
97281	06/13/13	JOINER PARTNERSHIP INC	30,240.00	0	Regular
97282	06/13/13	JORGE EDGARDO SANCHEZ-LOPEZ	40.00	0	Regular
97283	06/13/13	KILA CRISS	250.00	0	Regular
97284	06/13/13	KOPY DEPOT	163.95	0	Regular
97285	06/13/13	KRISTI POWER	250.00	0	Regular
97286	06/13/13	LAKE HOUSTON AREA	625.00	0	Regular
97287	06/13/13	LIGIA CASTILLO	100.00	0	Regular
97288	06/13/13	LINEBARGER GOGGAN BLAIR & SAMP	34,382.02	0	Regular
97289	06/13/13	MAILFINANCE	248.86	0	Regular
97290	06/13/13	MAINTENANCE OF HOUSTON, INC.	280.84	0	Regular
97291	06/13/13	MARIA BERRUETE	250.00	0	Regular
97292	06/13/13	MARILYN KOEHLER	150.00	0	Regular
97293	06/13/13	MARITZA MEZA	100.00	0	Regular
97294	06/13/13	MEM FINANCIAL INTERESTS LP	669.00	0	Regular
97295	06/13/13	MCDONALD'S	774.16	0	Regular
97296	06/13/13	MC CARTY ROAD LANDFILL TEXAS	72.57	0	Regular
97297	06/13/13	MDN ENTERPRISES	2,730.66	0	Regular
97298	06/13/13	MELISSA BARRERA	250.00	0	Regular
97299	06/13/13	NOEMI SOSA-RIVERA	800.00	0	Regular
97300	06/13/13	OAK TREE KIDS	100.00	0	Regular
97301	06/13/13	OLSON & OLSON	4,042.00	0	Regular
97302	06/13/13	PATRICIA GRANT	100.00	0	Regular
97303	06/13/13	PLATINUM COFFEE SERVICE INC	1,266.60	0	Regular
97304	06/13/13	PLATINUM COPIER SOLUTIONS	505.49	0	Regular
97305	06/13/13	PORSCHER THOMPSON	100.00	0	Regular
97306	06/13/13	PRO COATS PAINTING LLC	3,150.00	0	Regular
97307	06/13/13	PURCELL CONSTRUCTION INC	14,091.00	0	Regular
97308	06/13/13	RAY PARKER TZAPIN	350.00	0	Regular
97309	06/13/13	RED HAWK	768.50	0	Regular
97310	06/13/13	ROLAND OSCAR SHELBY	40.00	0	Regular
97311	06/13/13	RONNIE PIKE	225.00	0	Regular
97312	06/13/13	ROSSONIAN CLEANERS	1,182.00	0	Regular
97313	06/13/13	S.I.E.S.	15,360.00	0	Regular
97314	06/13/13	SCTE	100.00	0	Regular
97315	06/13/13	SEAMLESS SOLUTIONS	239.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
97316	06/13/13	SEAMLESS SOLUTIONS, INC.	430.13	0	Regular
97317	06/13/13	SHANTEL DAVIS	250.00	0	Regular
97318	06/13/13	SHINER CLEANING INC	575.00	0	Regular
97319	06/13/13	SIMPLEXGRINNELL	41.17	0	Regular
97320	06/13/13	SOUTHCOAST PROMO	250.00	V	Regular
97321	06/13/13	SOUTHCOAST PROMO	500.00	0	Regular
97322	06/13/13	SOUTHWEST SIGNAL SUPPLY	343.00	0	Regular
97323	06/13/13	STERICYCLE INC	58.77	0	Regular
97324	06/13/13	STW INC	441.30	0	Regular
97325	06/13/13	SUN COAST RESOURCES INC	18,630.66	0	Regular
97326	06/13/13	SUNGARD PUBLIC SECTOR	1,600.00	0	Regular
97327	06/13/13	SURELLA THOMAS	100.00	0	Regular
97328	06/13/13	TRIFLE D UNIFORM RENTAL	1,834.32	0	Regular
97329	06/13/13	VERIZON WIRELESS	2,323.94	0	Regular
97330	06/13/13	VERNON MASONRY INC	8,250.00	0	Regular
97331	06/13/13	VOSS LIGHTING	156.25	0	Regular
97332	06/13/13	WAHLBERG-MCCREARY, INC	118.28	0	Regular
97333	06/13/13	WASTE MANAGEMENT	4,025.93	0	Regular
97334	06/13/13	WILSON MARIANO VICENTE-TUMAX	40.00	0	Regular
97335	06/13/13	WIMBERLEY AIR SOLUTIONS	2,934.51	0	Regular
97336	06/13/13	XEROX CORPORATION	339.75	0	Regular
97337	06/13/13	XL PARTS NO 9	44.28	0	Regular
Check totals:			279,252.93		
ACH totals:					
EFTPS totals:					
Wire transfer totals:					
GRAND TOTALS			279,252.93		

Alexander, Joe	5/10/2013	5/13/2013	Fastenal Company01	Humble, TX	2.36
Alexander, Joe	5/3/2013	5/6/2013	Small Engine Supply	Humble, TX	157.53
					<b>159.89</b>
Allbright, Garrett	5/14/2013	5/15/2013	Moore Supply Company	Humble, TX	<b>14.06</b>
Arnold, Mark	5/28/2013	5/29/2013	Mister Car Wash #9 Qps	Humble, TX	<b>13.99</b>
Bailey, Richard	5/24/2013	5/27/2013	Academy Sports #21	Humble, TX	<b>109.99</b>
Barker, Matthew	5/3/2013	5/6/2013	The Home Depot 576	Humble, TX	<b>20.74</b>
Baucom, Billy	5/8/2013	5/10/2013	Teex 979 458 6903	College Stat, TX	<b>650</b>
Blake, Scott	5/15/2013	5/16/2013	Academy Sports #21	Humble, TX	<b>120</b>
Blanchard, Jackie	5/28/2013	5/30/2013	Astro Lock And Safe	Humble, TX	8
Blanchard, Jackie	5/1/2013	5/2/2013	Michaels #5813	Humble, TX	<u>370.83</u>
					<b>378.83</b>
Boeske, W	5/18/2013	5/20/2013	Mister Car Wash #9 Qps	Humble, TX	19.99
Boeske, W	5/15/2013	5/16/2013	Doubletree Hotels	Austin, TX	365.7
Boeske, W	5/8/2013	5/9/2013	Mister Car Wash #9 Qps	Humble, TX	<u>10</u>
					<b>395.69</b>
Bradshaw, Melinda	5/29/2013	5/30/2013	Exxonmobil 47908959	Baytown, TX	<b>44.51</b>
Brock, Barry	5/16/2013	5/17/2013	Mister Car Wash #9 Qps	Humble, TX	<b>27.99</b>
Burt, Jack	5/19/2013	5/20/2013	Taxipass Houston Kiosk	08002228294, T	25.85
Burt, Jack	5/19/2013	5/21/2013	United	01626096531496 800-932-2732, 1	25
Burt, Jack	5/19/2013	5/21/2013	Doubletree Paradise Va	Scottsdale, AZ	294.56
Burt, Jack	5/19/2013	5/29/2013	Doubletree Paradise Va	Scottsdale, AZ	-294.56
Burt, Jack	5/17/2013	5/20/2013	Taco Bell #31	Scottsdale, AZ	11.25
Burt, Jack	5/16/2013	5/20/2013	United	01629251164984 800-932-2732, 1	7.49
Burt, Jack	5/16/2013	5/17/2013	Doubletree Paradise Va	Scottsdale, AZ	294.56
Burt, Jack	5/15/2013	5/17/2013	Dnc Travel - Georg	Houston, TX	15.85
Burt, Jack	5/15/2013	5/17/2013	United	01626094198326 800-932-2732, 1	25
Burt, Jack	4/30/2013	5/2/2013	United	0167225046340 800-932-2732, 1	<u>460.3</u>
					<b>865.3</b>
Campbell, Jason	5/4/2013	5/6/2013	Dx Service	281-457-4825, 1	<b>1921.05</b>
Cantu, Stephen	5/28/2013	5/29/2013	Ferrara Fire Apparatus	Holden, LA	1100.82

Cantu, Stephen	5/21/2013	5/22/2013	Wal-Mart #1837	Humble, TX	6
Cantu, Stephen	5/7/2013	5/9/2013	Jimmy Johns - 1822	Humble, TX	68.59
Cantu, Stephen	5/6/2013	5/7/2013	Wal-Mart #1837	Humble, TX	<u>23.22</u>
					<b>1198.63</b>
Chambers, Vera	5/16/2013	5/17/2013	Dropbox	08884468396, C	13.98
Chambers, Vera	5/12/2013	5/14/2013	Publicdata.Com	800-839-7245, T	75
Chambers, Vera	5/2/2013	5/6/2013	Tap Publishing Company	Crossville, TN	83.95
Chambers, Vera	4/29/2013	5/1/2013	Quill Corporation	08007898965, IL	<u>27.49</u>
					<b>200.42</b>
Coats, Carolyn	5/30/2013	5/31/2013	Kroger #388	Houston, TX	67.87
Coats, Carolyn	5/29/2013	5/30/2013	Kroger #388	Houston, TX	100.04
Coats, Carolyn	5/23/2013	5/24/2013	Kroger #388	Houston, TX	46.77
Coats, Carolyn	5/20/2013	5/21/2013	Hartz Chicken 177	Humble, TX	23.8
Coats, Carolyn	5/6/2013	5/8/2013	Party City 175	Humble, TX	153.65
Coats, Carolyn	5/1/2013	5/2/2013	Kroger #388	Houston, TX	31.34
Coats, Carolyn	4/30/2013	5/1/2013	Kroger #388	Houston, TX	<u>38.64</u>
					<b>462.11</b>
Coombs, Clint	5/29/2013	5/31/2013	The Home Depot 576	Humble, TX	19.7
Coombs, Clint	5/23/2013	5/24/2013	Academy Sports #21	Humble, TX	28.97
Coombs, Clint	5/22/2013	5/24/2013	Harbor Freight Tools 4	Humble, TX	18.98
Coombs, Clint	5/22/2013	5/24/2013	Harbor Freight Tools 4	Humble, TX	-11.99
Coombs, Clint	5/21/2013	5/23/2013	The Home Depot 576	Humble, TX	24.97
Coombs, Clint	5/13/2013	5/15/2013	Autozone #1472	Humble, TX	37.98
Coombs, Clint	5/13/2013	5/15/2013	Port City Fasteners LI	Humble, TX	2.2
Coombs, Clint	5/3/2013	5/6/2013	Clicks Tire Service In	281-3545269, T	272
Coombs, Clint	5/2/2013	5/6/2013	The Home Depot 576	Humble, TX	<u>25.82</u>
					<b>418.63</b>
Corrales, Sergio	5/17/2013	5/20/2013	Texas Society Of Assoc	Austin, TX	375
Corrales, Sergio	5/16/2013	5/17/2013	Bolt Depot Inc.	781-3379888, M	35.3
Corrales, Sergio	5/13/2013	5/14/2013	Bolt Depot Inc.	781-3379888, M	12.13
Corrales, Sergio	5/8/2013	5/9/2013	Usps 4841900333140499	Humble, TX	<u>5.6</u>
					<b>428.03</b>
Cuellar, Angel	5/22/2013	5/23/2013	Academy Sports #21	Humble, TX	79.98
Cuellar, Angel	5/22/2013	5/24/2013	The Home Depot 576	Humble, TX	53.91
Cuellar, Angel	5/9/2013	5/13/2013	Direct Grass Services	Humble, TX	111.78
Cuellar, Angel	5/8/2013	5/10/2013	M D N Enterprises	New Caney, TX	892.26
Cuellar, Angel	5/7/2013	5/8/2013	Glidden Professional #	Humble, TX	23.99
Cuellar, Angel	4/30/2013	5/1/2013	Direct Grass Services	Humble, TX	<u>27.6</u>
					<b>1189.52</b>

Culp, Joseph	5/29/2013	5/30/2013	Shipley Do-Nuts	Humble, TX	6.29
Culp, Joseph	5/28/2013	5/29/2013	Shipley Do-Nuts	Humble, TX	6.69
Culp, Joseph	5/27/2013	5/28/2013	Shipley Do-Nuts	Humble, TX	12.98
Culp, Joseph	5/21/2013	5/22/2013	Foray Technologies	08888496688, C	99
Culp, Joseph	5/10/2013	5/13/2013	Office Depot #262	Humble, TX	<u>89.99</u>
					<b>214.95</b>
Davis, Ray	5/24/2013	5/27/2013	Oreilly Auto 00004192	Humble, TX	22.85
Davis, Ray	5/22/2013	5/24/2013	The Home Depot 576	Humble, TX	318
Davis, Ray	5/10/2013	5/13/2013	The Home Depot 576	Humble, TX	237.94
Davis, Ray	5/7/2013	5/9/2013	Sears Roebuck 1417	Humble, TX	<u>85.95</u>
					<b>664.74</b>
Elliott, Sandra	5/1/2013	5/2/2013	Ds Waters Standard Cof	Mableton, GA	<b>51.61</b>
Emerson, Kevin	5/17/2013	5/20/2013	Harbor Freight Tools 4	Humble, TX	<b>19.99</b>
Fleming, William	5/23/2013	5/24/2013	Small Engine Supply	Humble, TX	55.92
Fleming, William	5/2/2013	5/3/2013	Fastenal Company01	Humble, TX	237.38
Fleming, William	5/2/2013	5/3/2013	Ww Grainger	877-2022594, P	<u>300.25</u>
					<b>593.55</b>
Flores, Teodulo	5/22/2013	5/24/2013	MD N Enterprises	New Caney, TX	577.09
Flores, Teodulo	5/16/2013	5/20/2013	Hd Supply Waterworks 1	Houston, TX	2997.29
Flores, Teodulo	5/7/2013	5/8/2013	Elliott Electric Suppl	Nacogdoches, T	11.46
Flores, Teodulo	5/2/2013	5/3/2013	Academy Sports #21	Humble, TX	-76.83
Flores, Teodulo	5/2/2013	5/3/2013	Academy Sports #21	Humble, TX	<u>76.83</u>
					<b>3585.84</b>
Folsom, Cindy	5/25/2013	5/27/2013	Ups 2934r4kmomq	800-811-1648, C	6.99
Folsom, Cindy	5/13/2013	5/14/2013	Elegant Beginnings, In	Humble, TX	<u>795</u>
					<b>801.99</b>
Forbes, Steve	5/1/2013	5/3/2013	Dshs Regulatory Prog	512-458-7111, T	<b>96</b>
Franks, Joe	5/10/2013	5/13/2013	Nfpa Natl Fire Protect	800-344-3555, P	1165.5
Franks, Joe	5/10/2013	5/13/2013	Nfpa Natl Fire Protect	800-344-3555, P	<u>165</u>
					<b>1330.5</b>
Ganyo, Mark	5/29/2013	5/31/2013	Bound Tree Medical Lic	Tel6147605227,	374.14
Ganyo, Mark	5/29/2013	5/31/2013	Bound Tree Medical Lic	Tel6147605227,	425.97
Ganyo, Mark	5/29/2013	5/31/2013	Bound Tree Medical Lic	Tel6147605227,	-64.33

Ganyo, Mark	5/28/2013	5/30/2013	Bound Tree Medical Lic	Tel6147605227,	442.95
Ganyo, Mark	5/23/2013	5/27/2013	Bound Tree Medical Lic	Tel6147605227,	25.15
Ganyo, Mark	5/14/2013	5/16/2013	Bound Tree Medical Lic	Tel6147605227,	56.59
Ganyo, Mark	5/14/2013	5/16/2013	Bound Tree Medical Lic	Tel6147605227,	137.56
Ganyo, Mark	5/14/2013	5/16/2013	Bound Tree Medical Lic	Tel6147605227,	1037.57
Ganyo, Mark	5/7/2013	5/9/2013	Bound Tree Medical Lic	Tel6147605227,	39.3
Ganyo, Mark	5/3/2013	5/6/2013	Bound Tree Medical Lic	Tel6147605227,	29.76
Ganyo, Mark	5/2/2013	5/6/2013	Bound Tree Medical Lic	Tel6147605227,	55.63
Ganyo, Mark	5/2/2013	5/6/2013	Bound Tree Medical Lic	Tel6147605227,	475.7
Ganyo, Mark	4/30/2013	5/2/2013	Bound Tree Medical Lic	Tel6147605227,	<u>1231.25</u>
					<b>4267.24</b>
Gill, Patricia	5/23/2013	5/27/2013	Great Southwest Paper	713-2235050, T	1278.42
Gill, Patricia	5/10/2013	5/13/2013	Great Southwest Paper	713-2235050, T	220.1
Gill, Patricia	4/29/2013	5/1/2013	Great Southwest Paper	713-2235050, T	<u>32.65</u>
					<b>1531.17</b>
Green, Christine	5/22/2013	5/23/2013	Paypal Texasvictim	4029357733, C/	25
Green, Christine	5/15/2013	5/16/2013	Lennys Sub Shop 281	Humble, TX	101.91
Green, Christine	5/3/2013	5/6/2013	Party City #683	Humble, TX	<u>29.9</u>
					<b>156.81</b>
Hammock, James	5/6/2013	5/7/2013	Texas Land And00171025	Austin, TX	93.9
Hammock, James	5/6/2013	5/8/2013	La Quinta Inns 0907	Austin, TX	148.69
Hammock, James	5/6/2013	5/8/2013	La Quinta Inns 0907	Austin, TX	135.7
Hammock, James	5/5/2013	5/7/2013	Meyers Elgin Smokehous	Elgin, TX	36.63
Hammock, James	5/5/2013	5/7/2013	Parkside	Austin, TX	<u>34.64</u>
					<b>449.56</b>
Hastings Jr, Tommy	5/23/2013	5/27/2013	Harbor Freight Tools 4	Humble, TX	7.5
Hawkins, Fred	5/29/2013	5/30/2013	Elliott Electric Suppl	Nacogdoches, T	66
Hawkins, Fred	5/29/2013	5/31/2013	The Home Depot 576	Humble, TX	46.9
Hawkins, Fred	5/23/2013	5/27/2013	The Home Depot 576	Humble, TX	19.49
Hawkins, Fred	5/22/2013	5/24/2013	The Home Depot 576	Humble, TX	24.88
Hawkins, Fred	5/22/2013	5/24/2013	The Home Depot 576	Humble, TX	67.09
Hawkins, Fred	5/10/2013	5/13/2013	The Home Depot 576	Humble, TX	52.42
Hawkins, Fred	5/9/2013	5/13/2013	Astro Lock And Safe	Humble, TX	17.95
Hawkins, Fred	5/3/2013	5/6/2013	The Home Depot 576	Humble, TX	64.41
Hawkins, Fred	4/30/2013	5/2/2013	The Home Depot 576	Humble, TX	15.88
Hawkins, Fred	4/29/2013	5/1/2013	The Home Depot 576	Humble, TX	62.15
Hawkins, Fred	4/29/2013	5/1/2013	Astro Lock And Safe	Humble, TX	<u>4.65</u>
					<b>441.82</b>

Hogan, Betty	5/21/2013	5/22/2013	Kroger #388	Houston, TX	80.82
Hogan, Betty	5/21/2013	5/22/2013	Hefens Humble Flower	281-446-3035, T	<u>75</u>
					<b>155.82</b>
Hosler, Thomas	5/22/2013	5/23/2013	Pump Solutions Inc.	Houston, TX	420
Hosler, Thomas	5/21/2013	5/22/2013	Waukesha-Pearce Housto	Houston, TX	1625
Hosler, Thomas	5/21/2013	5/22/2013	Waukesha-Pearce Housto	Houston, TX	896
Hosler, Thomas	5/21/2013	5/22/2013	Waukesha-Pearce Housto	Houston, TX	1219
Hosler, Thomas	5/21/2013	5/22/2013	Waukesha-Pearce Housto	Houston, TX	1060
Hosler, Thomas	5/21/2013	5/22/2013	Waukesha-Pearce Housto	Houston, TX	1084
Hosler, Thomas	5/21/2013	5/22/2013	Waukesha-Pearce Housto	Houston, TX	628
Hosler, Thomas	5/21/2013	5/22/2013	Waukesha-Pearce Housto	Houston, TX	587
Hosler, Thomas	5/21/2013	5/22/2013	Waukesha-Pearce Housto	Houston, TX	533
Hosler, Thomas	5/21/2013	5/22/2013	Waukesha-Pearce Housto	Houston, TX	504
Hosler, Thomas	5/21/2013	5/22/2013	Waukesha-Pearce Housto	Houston, TX	514
Hosler, Thomas	5/20/2013	5/21/2013	ler	Humble, TX	5650
Hosler, Thomas	5/16/2013	5/20/2013	Sign Mart Of Humble	Humble, TX	60
Hosler, Thomas	5/15/2013	5/16/2013	Batteries Plus #42	Conroe, TX	<u>324.63</u>
					<b>15104.63</b>
Johnson, Clinton	5/14/2013	5/15/2013	Oreilly Auto 00004192	Humble, TX	4.49
Johnson, Clinton	5/14/2013	5/15/2013	Oreilly Auto 00004192	Humble, TX	7.22
Johnson, Clinton	5/10/2013	5/13/2013	Eriksmilurplus	7607478863, C/	40.78
Johnson, Clinton	5/9/2013	5/10/2013	Oreilly Auto 00004192	Humble, TX	16.98
Johnson, Clinton	5/7/2013	5/8/2013	Oreilly Auto 00004192	Humble, TX	36.97
Johnson, Clinton	5/7/2013	5/8/2013	Oreilly Auto 00004192	Humble, TX	15.99
Johnson, Clinton	5/7/2013	5/8/2013	Oreilly Auto 00004192	Humble, TX	8.99
Johnson, Clinton	5/2/2013	5/6/2013	The Home Depot 576	Humble, TX	22.56
Johnson, Clinton	5/2/2013	5/6/2013	The Home Depot 576	Humble, TX	<u>58.61</u>
					<b>212.59</b>
Kellar, Chancey	5/13/2013	5/15/2013	The Home Depot 576	Humble, TX	74.86
Kellar, Chancey	4/29/2013	5/1/2013	The Home Depot 576	Humble, TX	280.5
					<b>355.36</b>
Kellum, Dixie	5/23/2013	5/24/2013	Tsbpa Ind Lic Rene	Austin, TX	<b>251</b>
Killion, Ryan	5/8/2013	5/13/2013	Fleet Safety Equipment	Memphis, TN	<b>107.8</b>
Lee, Daniel	5/15/2013	5/20/2013	Botach Tactical	323-294-5555, (	<b>199.9</b>
Legoudes, Melissa	5/28/2013	5/29/2013	Ds Waters Standard Cof	Mableton, GA	116.41
Legoudes, Melissa	5/28/2013	5/29/2013	Ds Waters Standard Cof	Mableton, GA	45.43
Legoudes, Melissa	5/28/2013	5/29/2013	TIF Flowers By Lois	Houston, TX	65

Legoudes, Melissa	5/26/2013	5/27/2013	Ups 2944r3hg771	800-811-1648, C	5.91
Legoudes, Melissa	5/26/2013	5/27/2013	Ups 2954r2hkn3b	800-811-1648, C	5.91
Legoudes, Melissa	5/26/2013	5/27/2013	Ups 2954r4fgaf7	800-811-1648, C	5.91
Legoudes, Melissa	5/26/2013	5/27/2013	Ups 1zv75860395063302	800-811-1648, C	57.47
Legoudes, Melissa	5/26/2013	5/27/2013	Ups 1zv75860396269697	800-811-1648, C	66.83
Legoudes, Melissa	5/26/2013	5/27/2013	Ups 1zv75860398131527	800-811-1648, C	15.53
Legoudes, Melissa	5/26/2013	5/27/2013	Ups 1zv75860399050863	800-811-1648, C	66.83
Legoudes, Melissa	5/26/2013	5/27/2013	Ups 1zv75860399103083	800-811-1648, C	66.83
Legoudes, Melissa	5/26/2013	5/27/2013	Ups 1zv75860399383914	800-811-1648, C	57.47
Legoudes, Melissa	5/26/2013	5/27/2013	Ups 1zv75860399663479	800-811-1648, C	66.83
Legoudes, Melissa	5/26/2013	5/27/2013	Ups 1z2ft7620395267361	800-811-1648, C	38
Legoudes, Melissa	5/26/2013	5/27/2013	Ups 1z2ft7620395515324	800-811-1648, C	38
Legoudes, Melissa	5/26/2013	5/27/2013	Ups 1z2ft7620397597153	800-811-1648, C	38
Legoudes, Melissa	5/26/2013	5/27/2013	Ups 1z2ft7620398217749	800-811-1648, C	38
Legoudes, Melissa	5/26/2013	5/27/2013	Ups 1z2ft7620399345135	800-811-1648, C	38
Legoudes, Melissa	5/26/2013	5/27/2013	Ups 1z2ft7620399984310	800-811-1648, C	38
Legoudes, Melissa	5/24/2013	5/27/2013	Hallmark Office Pr	Houston, TX	475.38
Legoudes, Melissa	5/24/2013	5/27/2013	Hallmark Office Pr	Houston, TX	304.96
Legoudes, Melissa	5/23/2013	5/24/2013	Office Depot #1127	800-463-3768, 1	139
Legoudes, Melissa	5/23/2013	5/24/2013	Office Depot #1127	800-463-3768, 1	155.4
Legoudes, Melissa	5/18/2013	5/20/2013	Tif Flowers By Lois	Houston, TX	67
Legoudes, Melissa	5/16/2013	5/17/2013	Lowes #00563	Spring, TX	42.98
Legoudes, Melissa	5/14/2013	5/16/2013	Quill Corporation	08007898965, IL	149.99
Legoudes, Melissa	5/13/2013	5/14/2013	Office Depot #1127	800-463-3768, 1	94.05
Legoudes, Melissa	5/13/2013	5/15/2013	Quill Corporation	08007898965, IL	39.98
Legoudes, Melissa	5/9/2013	5/10/2013	Hallmark Office Pr	Houston, TX	304.96
Legoudes, Melissa	5/9/2013	5/10/2013	Hallmark Office Pr	Houston, TX	271.99
Legoudes, Melissa	5/9/2013	5/13/2013	The Home Depot 576	Humble, TX	79.84
Legoudes, Melissa	5/9/2013	5/13/2013	Fbi National Academy A	703-6321990, V	95
Legoudes, Melissa	5/8/2013	5/9/2013	Thyssenkrupp Elev Orac	07707990400, C	2484.38
Legoudes, Melissa	5/8/2013	5/9/2013	Lindys Country Cupbo	Spring, TX	180
Legoudes, Melissa	5/7/2013	5/8/2013	Office Depot #262	Humble, TX	75.95
Legoudes, Melissa	5/7/2013	5/8/2013	Walgreens #0496	Humble, TX	34.68
Legoudes, Melissa	5/7/2013	5/9/2013	Quality Logo Products	Aurora, IL	911.28
Legoudes, Melissa	5/3/2013	5/6/2013	Office Depot #345	Houston, TX	41.35
Legoudes, Melissa	5/3/2013	5/6/2013	Cool Tech Refrigeratio	Humble, TX	31
Legoudes, Melissa	5/3/2013	5/6/2013	Michaels #2023	Shenandoah, T>	19.96
Legoudes, Melissa	5/2/2013	5/3/2013	Office Depot #1127	800-463-3768, 1	115.68
Legoudes, Melissa	5/2/2013	5/3/2013	Office Depot #1079	800-463-3768, 1	37.38
Legoudes, Melissa	5/2/2013	5/6/2013	Lexisnexis Risk Mgt	08883328244, F	79.95
Legoudes, Melissa	4/30/2013	5/1/2013	Office Depot #1127	800-463-3768, 1	134.88
Legoudes, Melissa	4/30/2013	5/1/2013	Kohl'S #0549	Spring, TX	28.41
Legoudes, Melissa	4/30/2013	5/1/2013	Michaels #5813	Humble, TX	9.98

7275.77

Legoudes, Michael	5/29/2013	5/30/2013	Office Depot #262	Humble, TX	195.67
Legoudes, Michael	5/10/2013	5/10/2013	Map Macneil Automotive	800-441-6287, I	217.9
Legoudes, Michael	5/9/2013	5/10/2013	911hojobs.Com	Hyannis, MA	<u>35.94</u>
					<b>449.51</b>
Lemoine, Larry	5/3/2013	5/6/2013	Autozone #1472	Humble, TX	<b>30.98</b>
Love, Kenneth	5/24/2013	5/27/2013	Lone Star Uniforms	Houston, TX	734.4
Love, Kenneth	5/24/2013	5/27/2013	Lone Star Uniforms	Houston, TX	19.9
Love, Kenneth	5/24/2013	5/27/2013	Lone Star Uniforms	Houston, TX	179.85
Love, Kenneth	5/24/2013	5/27/2013	Lone Star Uniforms	Houston, TX	128.85
Love, Kenneth	5/16/2013	5/20/2013	Harbor Freight Tools 4	Humble, TX	9.98
Love, Kenneth	5/14/2013	5/15/2013	Walgreens #0496	Humble, TX	12.99
Love, Kenneth	5/3/2013	5/6/2013	Lone Star Uniforms	Houston, TX	<u>170.85</u>
					<b>1256.82</b>
Luscomb, Brian	5/15/2013	5/16/2013	High Energy Lighting I	Houston, TX	<b>564.99</b>
Martin, Mark	5/17/2013	5/20/2013	Mirror Gallery	Houston, TX	1549.45
Martin, Mark	5/4/2013	5/6/2013	Uline Ship Supplies	800-295-5510, I	54.24
Martin, Mark	4/29/2013	5/1/2013	Neopost Usa	Milford, CT	<u>268.8</u>
					<b>1872.49</b>
May, Brian	5/21/2013	5/23/2013	Jimmy Johns - 1822	Humble, TX	<b>136.8</b>
Mccaa, George	5/29/2013	5/31/2013	The Home Depot 576	Humble, TX	10.29
Mccaa, George	5/22/2013	5/24/2013	The Home Depot 576	Humble, TX	29.97
Mccaa, George	5/21/2013	5/23/2013	The Home Depot 576	Humble, TX	29.97
Mccaa, George	5/21/2013	5/23/2013	The Home Depot 576	Humble, TX	8.97
Mccaa, George	5/17/2013	5/20/2013	The Home Depot 576	Humble, TX	24.97
Mccaa, George	5/16/2013	5/20/2013	The Home Depot 576	Humble, TX	15.51
Mccaa, George	5/15/2013	5/16/2013	Elliott Electric Suppl	Nacogdoches, T	116
Mccaa, George	5/14/2013	5/16/2013	The Home Depot 576	Humble, TX	4.65
Mccaa, George	5/13/2013	5/15/2013	The Home Depot 576	Humble, TX	57.62
Mccaa, George	5/9/2013	5/13/2013	The Home Depot 576	Humble, TX	28.14
Mccaa, George	5/7/2013	5/9/2013	The Home Depot 576	Humble, TX	29.98
Mccaa, George	5/3/2013	5/6/2013	The Home Depot 576	Humble, TX	39.7
Mccaa, George	5/2/2013	5/6/2013	The Home Depot 576	Humble, TX	17.97
Mccaa, George	5/1/2013	5/2/2013	Giddnen Professional #	Humble, TX	43.35
Mccaa, George	5/1/2013	5/3/2013	The Home Depot 576	Humble, TX	<u>12.83</u>
					<b>469.92</b>
Meadows, Gordon	5/28/2013	5/30/2013	M D N Enterprises	New Caney, TX	832.59

Meadows, Gordon	5/17/2013	5/20/2013	M D N Enterprises	New Caney, TX	189
					<b>1021.59</b>
Michaud, Paula	5/30/2013	5/31/2013	003 Centurylink My Acc	877-290-5458, L	104.75
Michaud, Paula	5/30/2013	5/31/2013	004 Centurylink lvr	877-290-5458, L	160.13
Michaud, Paula	5/28/2013	5/29/2013	003 Centurylink My Acc	877-290-5458, L	3905.38
Michaud, Paula	5/28/2013	5/29/2013	003 Centurylink My Acc	877-290-5458, L	1148.25
Michaud, Paula	5/15/2013	5/16/2013	003 Centurylink My Acc	877-290-5458, L	292.32
Michaud, Paula	5/15/2013	5/16/2013	003 Centurylink My Acc	877-290-5458, L	128.48
Michaud, Paula	5/15/2013	5/16/2013	003 Centurylink My Acc	877-290-5458, L	114.46
Michaud, Paula	5/15/2013	5/16/2013	004 Centurylink lvr	877-290-5458, L	474.15
Michaud, Paula	5/7/2013	5/8/2013	003 Centurylink My Acc	877-290-5458, L	428.95
Michaud, Paula	5/7/2013	5/8/2013	003 Centurylink My Acc	877-290-5458, L	200.91
Michaud, Paula	5/7/2013	5/8/2013	003 Centurylink My Acc	877-290-5458, L	5.05
Michaud, Paula	5/7/2013	5/8/2013	004 Centurylink lvr	877-290-5458, L	1405.19
Michaud, Paula	4/30/2013	5/1/2013	004 Centurylink lvr	877-290-5458, L	203.06
					<b>8571.08</b>
Miller, Craig	5/7/2013	5/8/2013	Academy Sports #21	Humble, TX	<b>79.96</b>
Mittag, Jeremy	5/8/2013	5/10/2013	The Home Depot 576	Humble, TX	23.56
Mittag, Jeremy	5/8/2013	5/10/2013	The Home Depot 576	Humble, TX	87.89
Mittag, Jeremy	5/7/2013	5/9/2013	The Home Depot 576	Humble, TX	30.47
Mittag, Jeremy	5/3/2013	5/6/2013	Best Buy 00002550	Humble, TX	1059.96
Mittag, Jeremy	5/2/2013	5/3/2013	Best Buy 00002550	Humble, TX	399.96
Mittag, Jeremy	5/2/2013	5/6/2013	The Home Depot 576	Humble, TX	30.06
Mittag, Jeremy	5/1/2013	5/3/2013	The Home Depot 576	Humble, TX	62.89
Mittag, Jeremy	5/1/2013	5/2/2013	Bugtime	Humble, TX	29.91
Mittag, Jeremy	4/30/2013	5/1/2013	Cablesandkits	6785975250, G/	111.8
					<b>1836.5</b>
Mittag, Rocky	5/1/2013	5/1/2013	The Lifeguard Store In	309-451-5858, l	<b>989.37</b>
Moreno, Edis	5/29/2013	5/30/2013	Oreilly Auto 00004192	Humble, TX	21.97
Moreno, Edis	5/29/2013	5/31/2013	Ajs Small Engine Repai	Humble, TX	40.64
Moreno, Edis	5/24/2013	5/27/2013	The Home Depot 576	Humble, TX	99.35
					<b>131.96</b>
Naquin, Leroy	5/28/2013	5/29/2013	Hd Supply Waterworks 1	Houston, TX	626.78
Naquin, Leroy	5/23/2013	5/24/2013	Hd Supply Waterworks 1	Houston, TX	5408.24
Naquin, Leroy	5/22/2013	5/24/2013	Autozone #1472	800-288-6966, 1	9.48
Naquin, Leroy	5/20/2013	5/21/2013	Wal-Mart #1837	Humble, TX	63.76
Naquin, Leroy	5/8/2013	5/9/2013	Ferguson Ent #2725	757-969-4165, 1	161.65
Naquin, Leroy	5/7/2013	5/8/2013	Glidden Professional #	Humble, TX	20.15

Naquin, Leroy	5/2/2013	5/3/2013	Hd Supply Waterworks 1	Houston, TX	2100
Naquin, Leroy	5/2/2013	5/6/2013	M D N Enterprises	New Caney, TX	<u>209.33</u>
					<b>8599.39</b>
Neeley, William	5/30/2013	5/31/2013	Batteries Plus #42	Conroe, TX	173.09
Neeley, William	5/29/2013	5/31/2013	Ourourke Petroleum	7136724500, T	47.25
Neeley, William	5/23/2013	5/24/2013	Oreilly Auto 00004192	Humble, TX	29.59
Neeley, William	5/22/2013	5/24/2013	Allens Radiator Coolin	Porter, TX	200
Neeley, William	5/17/2013	5/20/2013	Mcc Elite Auto Paintin	Humble, TX	850
Neeley, William	5/17/2013	5/20/2013	Sign Mart Of Humble	Humble, TX	50
Neeley, William	5/9/2013	5/13/2013	Ram Products Ltd	Grand Prairie, T	101.5
Neeley, William	5/8/2013	5/10/2013	Sign Mart Of Humble	Humble, TX	250
Neeley, William	5/8/2013	5/9/2013	Preston Auto Repair	Humble, TX	1366
Neeley, William	5/6/2013	5/8/2013	M & D Distributors - M	713-9285686, T	1263.38
Neeley, William	4/30/2013	5/2/2013	Ajs Small Engine Repai	Humble, TX	34.26
Neeley, William	4/30/2013	5/1/2013	Mcc Elite Auto Paintin	Humble, TX	716.24
Neeley, William	4/30/2013	5/1/2013	Lone Star Products & E	Houston, TX	<u>268.4</u>
					<b>5349.71</b>
Niemeyer, Eugene	5/14/2013	5/15/2013	Mes Municipal Emerg	2033044112, C	140.5
Niemeyer, Eugene	5/14/2013	5/15/2013	Mes Municipal Emerg	2033044112, C	81.5
Niemeyer, Eugene	5/8/2013	5/9/2013	Mes Municipal Emerg	2033044112, C	<u>235</u>
					<b>457</b>
Ortiz, Raul	5/20/2013	5/21/2013	Ww Grainger	877-2022594, P	167.75
Ortiz, Raul	5/20/2013	5/21/2013	Ww Grainger	877-2022594, P	335.5
Ortiz, Raul	5/6/2013	5/7/2013	Radioshack 00182758	Humble, TX	<u>95.96</u>
					<b>599.21</b>
Outlaw, Gary	5/15/2013	5/17/2013	Agape Overhead Doors A	Humble, TX	385
Outlaw, Gary	5/14/2013	5/15/2013	Mes Municipal Emerg	2033044112, C	120
Outlaw, Gary	5/14/2013	5/16/2013	N. C. Eagle Services,	New Caney, TX	388.77
					<u>893.77</u>
Outlaw, Martha	5/19/2013	5/21/2013	Super 8 Motel - 183 Ai	Austin, TX	223.65
Outlaw, Martha	5/19/2013	5/21/2013	Super 8 Motel - 183 Ai	Austin, TX	<u>0.01</u>
					<b>223.66</b>
Ower, Teresa	5/16/2013	5/20/2013	Officemakers Inc	Houston, TX	1794
Ower, Teresa	5/9/2013	5/10/2013	Tx Med Ctr-G2 Garage	Houston, TX	3
Ower, Teresa	5/7/2013	5/8/2013	Usps 4841900333140499	Humble, TX	1.66
Ower, Teresa	4/30/2013	5/2/2013	Aramark Methodist Vale	Houston, TX	<u>10</u>
					<b>1808.66</b>

Name	Date	Description	Location	Amount
Pearson, Ray	5/7/2013	Mister Car Wash #9 Qps	Humble, TX	7
Pederson, Devin	5/13/2013	Oreilly Auto 00004192	Humble, TX	4.39
Pederson, Devin	5/13/2013	Office Depot #262	Humble, TX	209.95
				<b>214.34</b>
Pennington, Robert	5/28/2013	Bubbles Express - Bx3	Humble, TX	13
Peters, Richard	5/30/2013	Shipley Donuts Q48	Kingwood, TX	19.44
Peters, Richard	5/22/2013	Dalia Children Advocac	214-818-2600, T	465
Peters, Richard	5/18/2013	Shipley Donuts Q48	Kingwood, TX	10.58
Peters, Richard	5/15/2013	Paypal Texasdivisi	4029357733, C/	372.24
Peters, Richard	5/4/2013	Wal-Mart #0597	Houston, TX	13.28
Peters, Richard	5/4/2013	Shipley Donuts Qps	Humble, TX	38.88
Peters, Richard	5/3/2013	Kroger #388	Houston, TX	35
Peters, Richard	5/3/2013	Public Agency Training	03178215085, II	295
Peters, Richard	5/2/2013	Office Depot #262	Humble, TX	20.47
Peters, Richard	5/1/2013	Shipley Donuts Q48	Kingwood, TX	12.98
Peters, Richard	4/30/2013	Shipley Donuts Q48	Kingwood, TX	12.98
				<b>1295.85</b>
Phillips, Aimee	5/20/2013	Target 00014571	Humble, TX	11.96
Phillips, Aimee	5/4/2013	Wki Cch Tax Compliance	800-739-9998, C	1820
				<b>1831.96</b>
Pizzitola, Michael	5/16/2013	The Home Depot 576	Humble, TX	6.79
Pizzitola, Michael	5/14/2013	The Home Depot 576	Humble, TX	8.2
Pizzitola, Michael	5/8/2013	Tractor-Supply-Co #040	Porter, TX	53.96
				<b>68.95</b>
Poindexter, Gary	5/30/2013	Glidden Professional #	Humble, TX	42.5
Poindexter, Gary	5/29/2013	Glidden Professional #	Humble, TX	116.48
Poindexter, Gary	5/21/2013	Industrial Disposal Su	2102273441, T>	510
Poindexter, Gary	5/10/2013	The Home Depot 576	Humble, TX	46.05
Poindexter, Gary	5/9/2013	Ostioneria Michoacan #	Houston, TX	30
				<b>745.03</b>
Price, Julia	5/20/2013	Dixon Jewelers	Humble, TX	6
Price, Julia	5/20/2013	Custom Built Awards	Humble, TX	59.95
Price, Julia	5/17/2013	Wal-Mart #1837	Humble, TX	16.87
Price, Julia	5/17/2013	Things Remembered 0452	Humble, TX	39
Price, Julia	5/17/2013	Custom Built Awards	Humble, TX	54.95
				<b>176.77</b>

Rhodes, Victoria	5/7/2013	5/8/2013	Office Depot #1127	800-463-3768, 1	75.39
Rhodes, Victoria	4/30/2013	5/1/2013	American Screen Graphi	Kingwood, TX	<u>209</u>
					<b>284.39</b>
Richard, Dale	5/14/2013	5/15/2013	Humble Camera Center	Humble, TX	16.2
Richard, Dale	4/30/2013	5/1/2013	Moore Supply Company	Humble, TX	32.5
Richard, Dale	4/30/2013	5/2/2013	M D N Enterprises	New Caney, TX	920.59
Richard, Dale	4/30/2013	5/2/2013	Aqua-Metric Sales Inc.	9516371400, C/	<u>404.6</u>
					<b>1373.89</b>
Rodriguez, Jose	5/28/2013	5/30/2013	Shell Oil 57543432801	Humble, TX	26.39
Rodriguez, Jose	5/24/2013	5/27/2013	Sears Roebuck 1417	Humble, TX	599.99
Rodriguez, Jose	5/24/2013	5/27/2013	Samsclub #6367	Humble, TX	228.68
Rodriguez, Jose	5/23/2013	5/24/2013	Ww Grainger	877-2022594, P	22.6
Rodriguez, Jose	5/22/2013	5/23/2013	Ww Grainger	877-2022594, P	2337
Rodriguez, Jose	5/21/2013	5/22/2013	Fox Family Pools	Humble, TX	592.95
Rodriguez, Jose	5/17/2013	5/20/2013	Shell Oil 57543432801	Humble, TX	22.79
Rodriguez, Jose	5/15/2013	5/17/2013	Harbor Freight Tools 4	Humble, TX	71.97
Rodriguez, Jose	5/15/2013	5/20/2013	Astro Lock And Safe	Humble, TX	86.7
Rodriguez, Jose	5/10/2013	5/13/2013	Ajs Small Engine Repai	Humble, TX	37
Rodriguez, Jose	5/9/2013	5/10/2013	Wal-Mart #1837	Humble, TX	117
Rodriguez, Jose	5/3/2013	5/6/2013	Shell Oil 57543432801	Humble, TX	22.79
Rodriguez, Jose	5/3/2013	5/6/2013	Leslies Pool Sply	Humble, TX	78.27
Rodriguez, Jose	5/3/2013	5/6/2013	Rental Distributing Co	Humble, TX	365.27
Rodriguez, Jose	5/2/2013	5/6/2013	Sign Mart Of Humble	Humble, TX	260
Rodriguez, Jose	5/1/2013	5/3/2013	Leslies Pool Sply	Humble, TX	443.37
Rodriguez, Jose	5/1/2013	5/3/2013	The Home Depot 576	Humble, TX	<u>162.12</u>
					<b>5474.89</b>
Schultz, Jacob	5/28/2013	5/30/2013	Astro Lock And Safe	Humble, TX	169.95
Schultz, Jacob	5/24/2013	5/27/2013	The Home Depot 576	Humble, TX	<u>39.81</u>
					<b>209.76</b>
Scott, Randy	5/23/2013	5/24/2013	Bugtime	Humble, TX	12.97
Scott, Randy	5/21/2013	5/23/2013	The Home Depot 576	Humble, TX	9.97
Scott, Randy	5/20/2013	5/22/2013	Vitalpet 1	Humble, TX	45
Scott, Randy	5/20/2013	5/22/2013	Vitalpet 1	Humble, TX	15
Scott, Randy	5/17/2013	5/20/2013	lc Janitorial Supply	Porter, TX	84.4
Scott, Randy	5/13/2013	5/15/2013	Vitalpet 1	Humble, TX	30
Scott, Randy	5/10/2013	5/13/2013	The Home Depot 576	Humble, TX	16.84
Scott, Randy	5/8/2013	5/9/2013	Office Depot #262	Humble, TX	41.97
Scott, Randy	5/8/2013	5/10/2013	The Home Depot 576	Humble, TX	31.5
Scott, Randy	5/7/2013	5/8/2013	Office Depot #262	Humble, TX	27.48

Scott, Randy	5/7/2013	5/9/2013	The Home Depot 576	Humble, TX	85.41
Scott, Randy	5/7/2013	5/8/2013	Bugtime	Humble, TX	36.5
Scott, Randy	5/4/2013	5/6/2013	Vitalpet 1	Humble, TX	45
					<b>482.04</b>
Staggs, Clint	5/28/2013	5/29/2013	Best Buy 00002550	Humble, TX	99.99
Staggs, Clint	5/19/2013	5/20/2013	Norton Annual Renewal	877-294-5265, C	75.76
Staggs, Clint	5/13/2013	5/14/2013	Fort Bend Services In	Stafford, TX	1478
Staggs, Clint	5/1/2013	5/2/2013	Lowes #00750	Kingwood, TX	89.76
					<b>1743.51</b>
Stephens, Philisa	5/29/2013	5/29/2013	Dmi Dell K-12/Govt	800-981-3355, 1	514.77
Stephens, Philisa	5/27/2013	5/27/2013	Cdw Government	800-750-4239, 1	153.98
Stephens, Philisa	5/24/2013	5/24/2013	Cdw Government	800-750-4239, 1	1014.61
Stephens, Philisa	5/23/2013	5/23/2013	Cdw Government	800-750-4239, 1	1919.64
Stephens, Philisa	5/23/2013	5/23/2013	Cdw Government	800-750-4239, 1	1380.28
Stephens, Philisa	5/21/2013	5/21/2013	Cdw Government	800-750-4239, 1	1298.35
Stephens, Philisa	5/13/2013	5/13/2013	Cdw Government	800-750-4239, 1	1086.3
Stephens, Philisa	5/10/2013	5/13/2013	Tustin Security	Rancho Cucamc	19.49
Stephens, Philisa	5/7/2013	5/7/2013	Cdw Government	800-750-4239, 1	70.34
Stephens, Philisa	5/3/2013	5/6/2013	Qcusa 888 688 2188	8886882188, FL	317.09
Stephens, Philisa	5/2/2013	5/2/2013	Dmi Dell Corp Bus	800-695-8133, 1	-65.34
Stephens, Philisa	4/30/2013	5/1/2013	Provantage Llc	800-3361166, C	98.15
					<b>7807.66</b>
Sutton, Tyson	5/29/2013	5/31/2013	Terry Fleck	Dayton, NV	30
Sutton, Tyson	5/18/2013	5/20/2013	Petco 479 63504799	Humble, TX	31.99
Sutton, Tyson	5/1/2013	5/2/2013	Petco 463 63504633	The Woodlands	57.97
					119.96
Taylor, Tony	5/29/2013	5/31/2013	Cavenders Boot #26	Humble, TX	<b>137.63</b>
Terry, Jack	5/22/2013	5/24/2013	Ray Despains Inc	New Caney, TX	<b>48.14</b>
Theis, Kenneth	5/17/2013	5/20/2013	Aaa Taxi 8105	Phoenix, AZ	35
Theis, Kenneth	5/17/2013	5/20/2013	Dnc Travel -Phoeni	Phoenix, AZ	16.23
Theis, Kenneth	5/17/2013	5/20/2013	United 01626095372215	800-932-2732, 1	25
Theis, Kenneth	5/17/2013	5/20/2013	Doubletree Paradise Va	Scottsdale, AZ	292.28
Theis, Kenneth	5/15/2013	5/17/2013	Dnc Travel - Georg	Houston, TX	17.22
Theis, Kenneth	5/15/2013	5/16/2013	Arizona Taxi Transport	06027727051, A	55.35
Theis, Kenneth	5/14/2013	5/16/2013	United 01626093814450	800-932-2732, 1	25
Theis, Kenneth	5/1/2013	5/3/2013	United 01623649112901	800-932-2732, 1	460.3
					<b>926.38</b>

Tullos, Bradley	5/15/2013	5/17/2013	Northern Tool Equip Tx	Houston, TX	59.99
Tullos, Bradley	5/10/2013	5/13/2013	The Home Depot 576	Humble, TX	11.78
Tullos, Bradley	5/9/2013	5/13/2013	Vitalpet 1	Humble, TX	15
Tullos, Bradley	4/30/2013	5/2/2013	The Home Depot 576	Humble, TX	<u>20.94</u>
					<b>107.71</b>
Vera, Donnelly	5/3/2013	5/6/2013	Sanluisgalveston Hotel	Galveston, TX	293.25
Vera, Donnelly	5/3/2013	5/6/2013	Sanluisgalveston Hotel	Galveston, TX	293.25
Vera, Donnelly	5/3/2013	5/6/2013	Sanluisgalveston Hotel	Galveston, TX	<u>293.25</u>
					<b>879.75</b>
Villa, Joel	5/30/2013	5/31/2013	Wal-Mart #1837	Humble, TX	25.4
Villa, Joel	5/29/2013	5/30/2013	Sherwin Williams #7319	Humble, TX	917.8
Villa, Joel	5/22/2013	5/23/2013	Wal-Mart #1837	Humble, TX	82.81
Villa, Joel	5/21/2013	5/22/2013	Small Engine Supply	Humble, TX	49.98
Villa, Joel	5/16/2013	5/20/2013	The Home Depot 576	Humble, TX	189.3
Villa, Joel	5/15/2013	5/17/2013	M D N Enterprises	New Caney, TX	65
Villa, Joel	5/14/2013	5/16/2013	Motion Industries Tx80	Houston, TX	78.11
Villa, Joel	5/14/2013	5/15/2013	Sherwin Williams #7319	Humble, TX	1019.7
Villa, Joel	5/13/2013	5/14/2013	Total Rental Center	Houston, TX	155
Villa, Joel	5/13/2013	5/14/2013	Oreilly Auto 00004192	Humble, TX	2.49
Villa, Joel	5/9/2013	5/13/2013	Stripes And Stops Comp	Houston, TX	204
Villa, Joel	5/8/2013	5/13/2013	Stripes And Stops Comp	Houston, TX	204
Villa, Joel	5/2/2013	5/6/2013	M D N Enterprises	New Caney, TX	300
Villa, Joel	4/30/2013	5/2/2013	Motion Industries Tx80	Houston, TX	<u>78.11</u>
					<b>3371.7</b>
Waldroup, Cynthia	5/22/2013	5/23/2013	Office Depot #1127	800-463-3768, T	<b>193.72</b>
Walker, Brandy	5/24/2013	5/27/2013	Ds Waters Standard Cof	Mableton, GA	<b>42.4</b>
Watkins, Wyatt	5/7/2013	5/9/2013	Harbor Freight Tools 4	Humble, TX	<b>3.49</b>
Wisembaker, Jeffrey	4/30/2013	5/1/2013	Office Depot #262	Humble, TX	155.94
Wisembaker, Jeffrey	4/30/2013	5/1/2013	Office Max	Humble, TX	142.93
Wisembaker, Jeffrey	4/30/2013	5/1/2013	FryS Electronics#23	Houston, TX	629.74
Wisembaker, Jeffrey	4/30/2013	5/2/2013	The Home Depot 576	Humble, TX	163.16
Wisembaker, Jeffrey	4/30/2013	5/2/2013	The Home Depot 576	Humble, TX	<u>2.99</u>
					<b>1094.76</b>
Wrobliske, Edward	5/14/2013	5/16/2013	Www.Lccalumnionline.Or	02818378157, T	490
Wrobliske, Edward	5/10/2013	5/13/2013	Salsbury Industries	323-846-6700, C	203.86
Wrobliske, Edward	5/7/2013	5/9/2013	The Home Depot 576	Humble, TX	212.75
Wrobliske, Edward	4/30/2013	5/1/2013	Marshburns Flooring Am	Humble, TX	<u>2839.53</u>
					<b>3,746.14</b>

**COUNCIL MEETING**

**06-27-2013**

**AGENDA ITEM #3**

**ORDINANCE NO. 13-720**

CITY OF HUMBLE

ORDINANCE NO. 13-720

ORDINANCE AUTHORIZING THE REDEMPTION PRIOR TO MATURITY  
OF OUTSTANDING CITY OF HUMBLE, TEXAS CERTIFICATES OF  
OBLIGATION, SERIES 1998

THE STATE OF TEXAS     §  
COUNTY OF HARRIS     §

WHEREAS, the City Council (the "City Council") of the City of Humble, Texas (the "City"), has heretofore issued its Certificates of Obligation, Series 1998 (the "Certificates") pursuant to an ordinance of the City, dated July 13, 1998 (the "Certificate Ordinance"); and

WHEREAS, pursuant to the Certificate Ordinance, the City has the right to redeem all or a portion of the Certificates in advance of their maturities; and

WHEREAS, the City desires to redeem the outstanding Certificates, as more specifically described in Section 3 herein (the "Redeemed Certificates") in advance of their maturities on August 5, 2013 (the "Redemption Date"); and

WHEREAS, the Certificate Ordinance authorizes the City to accomplish such redemption by depositing directly with The Bank of New York Mellon Trust Company, N.A., successor to Chase Bank of Texas, National Association, the paying agent for the Certificates (the "Paying Agent/Registrar"), available funds of the City, in an amount sufficient to provide for the payment or redemption of the Redeemed Certificates on the Redemption Date; and

WHEREAS, upon the deposit of funds referred to above, the Redeemed Certificates shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trust and all other covenants, provisions, terms and conditions of the Certificate Ordinance shall be discharged, terminated and defeased; NOW, THEREFORE

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

1.     Recitals. It is hereby found and determined that the matter and facts set out in the recitals to this ordinance are true and correct and incorporated herein for all purposes. All capitalized terms not otherwise defined in the recitals to this ordinance shall have the meaning set forth in the Certificate Ordinance.

2.     Deposit with Paying Agent/Registrar. Available funds of the City in an amount sufficient to pay all principal of and interest on the Redeemed Certificates due on the Redemption Date and all costs incurred in the redemption of the Redeemed Certificates shall be deposited directly with the Paying Agent/Registrar on or before the Redemption Date.

3.     Redemption Prior to Maturity of Redeemed Certificates. The City hereby calls the Certificates described below for redemption prior to maturity on the Redemption Date, at a

price of par plus accrued interest to the Redemption Date, and authorizes and directs notice of such redemption to be given in accordance with the terms of the Certificate Ordinance:

<u>Maturity Date</u>	<u>Principal Amount</u>
3/1/2014	\$280,000
3/1/2015	\$290,000
3/1/2016	\$305,000
3/1/2017	\$315,000
3/1/2018	\$330,000
3/1/2019	\$340,000

4. Related Matters. To satisfy in a timely manner all of the City's obligations under this ordinance, the Mayor, the Director of Finance and all other appropriate officers and agents of the City are hereby authorized and directed to take all actions that are reasonably necessary to provide for the redemption of the Redeemed Certificates, including, without limitation, paying any fees or expenses required in connection with the redemption and executing and delivering on behalf of the City all certificates, consents, receipts, requests, and other documents as may be necessary to direct the application of funds of the City consistent with the provisions of this ordinance.

5. Bond Counsel. The City hereby approves the engagement of Bracewell & Giuliani LLP as bond counsel and authorizes the transfer of the City's files from the law firm of Vinson & Elkins L.L.P. to Bracewell & Giuliani LLP.

6. No Personal Liability. No recourse shall be had for payment of principal of or interest on any Certificates or for any claim based thereon against any member of the City Council or employee of the City.

7. Open Meeting. It is hereby officially found and determined that the meeting at which this ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

8. Effective Date. This Ordinance shall take effect immediately upon its passage.

*[Execution Page Follows]*

PASSED, APPROVED AND EFFECTIVE on the 27th day of June, 2013.

CITY OF HUMBLE, TEXAS

---

D. G. McMannes  
Mayor

ATTEST:

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Sue Daniel  
City Secretary

**COUNCIL MEETING**

**06-27-2013**

**AGENDA ITEM #4**

**ORDINANCE NO. 13-721**

CITY OF HUMBLE

ORDINANCE NO.13-721

AN ORDINANCE OF THE CITY OF HUMBLE, TEXAS, RENAMING PUBLIC EASEMENT NO. 1 TO WEST FERGUSON STREET; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

\* \* \* \* \*

WHEREAS, the City Council hereby finds and determines that public convenience and necessity require the renaming of Public Easement No. 1 in its entirety to West Ferguson Street; now, therefore,

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

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

Section 2. The entire portion of Public Easement No. 1 is hereby renamed West Ferguson Street. The numerical portions of addresses for such road shall remain unchanged.

Section 3. The Street Superintendent is hereby authorized and directed to provide for the timely installation of proper street signs in accordance with this Ordinance.

Section 4. All new official or unofficial maps prepared by or authorized by the City subsequent to the passage of this Ordinance shall bear the street designation contained in Section 2 of this Ordinance.

Section 5. The City Secretary is hereby authorized and directed to file this Ordinance in the real property records of Harris County, Texas, to notify those property owners having a mailing address on the street identified in Section 2 of this Ordinance of the name change, and to mail a copy of this Ordinance to the United States Post Office, City of Humble, Texas.

PASSED, APPROVED, AND ADOPTED this 27th day of June, 2013.

---

D. G. McMannes, Mayor

ATTEST:

\_\_\_\_\_  
Sue Daniel, City Secretary

**ACKNOWLEDGMENT**

THE STATE OF TEXAS            §  
  §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by D. G. McMannes, Mayor of the City of Humble, Texas, a municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public In and For the State of Texas  
My Commission Expires: \_\_\_\_\_

(SEAL)

**ACKNOWLEDGMENT**

THE STATE OF TEXAS            §  
  §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by Sue Daniel, City Secretary of the City of Humble, Texas, a municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public In and For the State of Texas  
My Commission Expires: \_\_\_\_\_

(SEAL)

After Filing Return To:

City of Humble, Texas  
City Secretary  
114 West Higgins  
Humble, Texas 77338

**COUNCIL MEETING**

**06-27-2013**

**AGENDA ITEM #5**

**ORDINANCE NO. 13-722**

**WILL SUPPLY AT LATER DATE**

**COUNCIL MEETING**

**06-27-2013**

**AGENDA ITEM #6**

**DEVELOPMENT PLAT OF DYNAMIC  
SPORTS NUTRITION**

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City of  
Humble  
114 W. Higgins, Humble, Texas 77338

(281) 446-3061  
(281) 446-7902

Darrell Boeske  
City Manager

Application for Subdivision Plat Approval

DEVELOPMENT PLAT DYNAMIC  
Plat Name: SPORTS NUTRITION

Plat Location: WILSON ROAD COURT

Survey: H.E. & W.T. R.R. CO.

Abstract No.: 1046

Geographic Location: (list only major streets, bayous or creeks)

ATASCOCITA ROAD (North of) WILL CLAYTON (South of) S. HOUSTON (East of) WILSON ROAD (West of)

Council Action Requested: ( ) Preliminary ( ) Street Dedication ( ) Amending Plat  
( ) Final ( ) Replat ( ) Street Pattern Only ( ) Vacation Subdivision

Plat Type: ( ) Residential (X) Commercial/Industrial ( ) Private Street Plats

Plat Data:	Regular Subdivisions	Private Street Plats
<u>1.0000</u>	Acreage	Acreage
	Lots	Lots
	Acres in reserve	Dwelling Units
<u>1.0000</u>	(restricted & unrestricted)	Typical lot size
	Typical lot size	Density (DU/AC)
	(sq. 75' x 100')	Acres in reserve
<u>161.55'</u>	Public Street footage	Open space
	(final plat only)	Public street (final)
	Major Thoroughfare footage	Major street (new)
	(final plat only)	Major street (widening)
	Open space acreage	Private street
<u>14</u>	Parking provided	Parking required

On footage on Final Plats only.

Planned Improvements:

Streets: ( ) Public ( ) Private ( ) Concrete C & G  
Drainage Systems: ( ) Storm Sewer Sanitary Systems: ( ) City Water Systems: ( ) City

Existing Easements - Fee Strips: 10' UTILITY EASEMENT

Certification: (name, if company or corporation, name of officer)

Developer: CLAPP PROPERTIES LLC BRIAN CLAPP

Address: 521 N. SAM HO. PKINY. E. SUITE 220 HO. 77060 Phone: \_\_\_\_\_

Architect or Engineer: ATKINSON ENGRS. - NEIL ATKINSON

Address: 15425 N. FINY. #140 HO. TX. Zip: 77090 Phone: 281-872-7600

Applicant: ATKINSON ENGINEERS

Address: 15425 N. FINY. #140 HO. TX. Zip: 77090 Phone: 281-872-7600

This is to certify that the information on this form is COMPLETE, TRUE and CORRECT and the undersigned is authorized to make this application.

Signature of Applicant

**PAID**

CK. NO. 1006  
DATE May 22, 2013 (KC)

For Department Use Only - Submittal Checklist:

( ) Form Completed ( ) Base Fee: \$30.00 ( ) Title Opinion ( ) Encumbrance Statement

Signature, City Manager

**COUNCIL MEETING**

**06-27-2013**

**AGENDA ITEM #7**

**PROFESSIONAL SERVICE AGREEMENT**

**PRE-EVENT DEBRIS MONITORING**



City of  
Humble

114 WEST HIGGINS, HUMBLE, TEXAS 77338, (281) 446-3061  
DONALD G. MCMANNES MAYOR FAX: (281) 446-7843

COUNCIL MEMBERS

MERLE AARON  
RAY CALFEE  
C. L. "BILL" CONNER  
ALLEN L. LEE  
ALLAN STEAGALL

CITY MANAGER  
DARRELL BOESKE

CITY SECRETARY  
SUE DANIEL

To: Mayor and Council Members  
From: Darrell Boeske  
Date: June 24, 2013  
Subject: Pre-Event Contract for Debris Monitoring

Dear Gentlemen:

When a disaster event occurs that produces large amounts of debris, effective coordination is required between the Public Assistance Applicant (the city), State and FEMA to ensure that debris removal operations are efficient, effective, and eligible for FEMA Public Assistance Grant funding. Eligible Public Assistance Applicants are required to monitor debris removal operations and document eligible quantities and reasonable expenses to ensure that the debris removal and disposal work is eligible for Public Assistance grant funding. Failure to do so properly may **jeopardize** this funding.

You have, in the past, approved a pre-event contract for disaster debris clearance and removal services. The companion agreement is for debris monitoring activities. As stated above, federal law requires the city to utilize debris monitoring to support the oversight and management of the debris removal activities. The debris monitoring services include, but are not limited to, truck certification, environmental permitting, debris collection monitoring, debris disposal monitoring, FEMA reimbursement accounting, and debris removal contractor invoice reconciliation.

Through the Houston-Galveston Area Council purchasing cooperative (HGACBuy) the city can directly contract with Science Application International Corporation (SAIC) for debris monitoring services. You will find attached a copy of the Debris Monitoring Service Agreement with S.A.I.C. for your consideration and hopefully your approval.

Thank you for your consideration in this matter.

**PROFESSIONAL SERVICES AGREEMENT**  
**ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING & RECOVERY SERVICES**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between the **CITY OF HUMBLE, TEXAS**, located at 114 W. Higgins, Humble Texas 77338 (hereinafter referred to as ("CLIENT")) and **SCIENCE APPLICATIONS INTERNATIONAL CORPORATION** (hereinafter referred to as ("CONTRACTOR")), located at 2301 Lucien Way, Suite 120, Maitland, Florida 32751.

**WHEREAS**, the Houston-Galveston Area Council (HGAC) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments Districts, Authorities, and qualifying Not-for-Profit Corporations.

**WHEREAS**, Science Applications International Corporation acting as an independent Contractor, is a Contractor with extensive experience in providing disaster management and recovery services and shall provide said services in a professional manner in accordance with the terms and conditions of this Agreement and the standards of care practiced by professionals performing similar services.

**WHEREAS**, Client wishes to enter into an exclusive contractual agreement with Science Applications International Corporation to provide professional all hazards preparedness, planning, consulting & recovery services in accordance with the HGAC Invitation to Bid No. HP07-13 dated February 7, 2013.

**WHEREAS**, the services provided include, but are not limited to, Security, Disaster Preparedness and Emergency Response & Recovery Services, and

**WHEREAS**, SAIC wishes to provide said services to Client in accordance with and as set forth in the Science Applications International Corporation's response HGAC Invitation to Bid No HP07-13 (See Exhibit A, Scope of Services and Exhibit B, Hourly Labor Rates), which exhibit is hereby incorporated and made a part of this Agreement.

**NOW, THEREFORE** in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform services associated with disaster preparedness and emergency response & recovery services as described in the Scope of Services attached as Exhibit A. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order prior to commencing work.
2. **Term:** The term of this Agreement shall begin on June 1, 2013 through May 31, 2016 with automatic annual renewals, unless either party elects to withdraw.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services,

**PROFESSIONAL SERVICES AGREEMENT**  
**ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING & RECOVERY SERVICES**

as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be equitably adjusted.

6. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement will be based on either a fixed fee basis or the actual hours of services furnished multiplied by Contractor's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement.

Task Orders issued under this Agreement shall specify the contract type and project cost.

8. **Compensation:** Contractor shall bear the costs of performing all services under this Agreement, as directed by the Client, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and perform all services under this Agreement.

Client shall pay Contractor in accordance with paragraph 7 above, "Fee for Services" (Exhibit B) which is attached and incorporated herein by reference as part of this Agreement.

Contractor shall submit monthly invoice for services rendered.

Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. If Client fails to make payment within thirty (30) days of the date of such invoice, interest compounded at the rate of one percent (1%) per month (retroactive to the first month outstanding) shall be charged and payable by Client on all amounts unpaid and outstanding (less any discrepant amount identified within the ten (10) day review period noted above). Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third party authority or funding source. Any interest charges due from Client on past due invoices are in addition to amounts otherwise due under this Agreement. If Client fails to make any payment to Contractor as required hereunder, Contractor shall have the right exercisable in Contractor's sole discretion, in addition to its other rights and remedies, to cease further

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performance of the Services hereunder and/or initiate collections proceedings without incurring any liability or waiving any rights established hereunder or by law.

*All invoices shall be delivered to:*

*Accountants Payable  
City of Humble, Texas  
114 West Higgins  
Humble, TX 77338*

9. **Indemnity:** Contractor agrees to defend, indemnify, and hold harmless Client from and against claims, judgments, and awards, as well as the reasonable costs related thereto (hereinafter collectively referred to as "Damages") to the extent such Damages result from the negligent or willful acts or omissions of Contractor occurring in the performance of its obligations hereunder.
10. **Insurance:** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:
- |                                  |   |
|----------------------------------|---|
| Worker's Compensation            | Statutory                                       |
| Employer's Liability             | U.S. \$1,000,000                                |
| Commercial General Liability     | U.S. \$1,000,000 per occurrence                 |
|                                  | U.S. \$1,000,000 aggregate                      |
| Comprehensive General Automobile | U.S. \$1,000,000 combined single limit          |
| Professional Liability           | U.S. \$1,000,000 per claim and in the aggregate |
11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ("Work Products"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.
12. **Limitation of Liability:** Contractor's total liability to Client for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the amount actually paid to Contractor under this Agreement, or under the specific task order at issue, whichever is less.
13. **No Consequential Damages:** In no event shall either Contractor or Client be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement,

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Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.

16. **Termination:** Either party may terminate this Agreement for any reason upon 60 days written notice to the other party. Termination will not affect payment obligations incurred under this Agreement for Services performed and reimbursable costs and expenses incurred prior to the effective date of termination, including without limitation commitments to purchase products or services from third parties, which were entered into by Contractor in the course of performance hereunder prior to the effective date of termination. Such reimbursable costs may include, but are not limited to, cancellation fees, minimum consulting or material fees, and non-refundable charges or fees for third party products or services.
17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either party requests mediation, the dispute or conflict shall be subject to litigation.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

**Client:**

Darrell Boeske, City Manager  
City of Humble, Texas  
114 W. Higgins  
Humble, TX 77338  
281.446.3061 Office  
281.446.7843 Fax  
[dboeske@cityofhumble.net](mailto:dboeske@cityofhumble.net)

**With a copy to:**

City Secretary  
City Hall  
114 W. Higgins  
Humble, TX 77338

**Contractor:**

Betty Kamara, Contracts Administrator  
Science Applications International Corporation  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
321.441.8518 Office  
407.803.2551 Mobile  
321.441.8501 Fax  
[betty.v.kamara@saic.com](mailto:betty.v.kamara@saic.com)

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the

**PROFESSIONAL SERVICES AGREEMENT**  
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occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the State of Texas. The venue for any and all legal action necessary to enforce the Agreement shall be Harris County.
22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114, as amended, or any similar regulation, policy, or document adopted by FEMA subsequent to the execution of this Agreement. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.
23. **Compliance with Laws:** In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.
24. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.
25. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
26. **Entirety of Agreement:** The Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
27. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
28. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission,

**PROFESSIONAL SERVICES AGREEMENT  
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percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

- 29. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
- 30. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client.
- 31. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would otherwise be greater and/or Contractor would not have entered into the Agreement.

In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

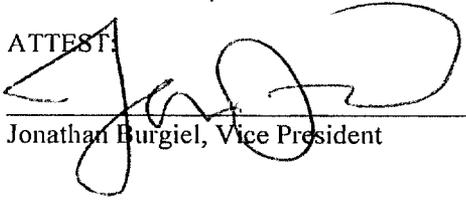
- 32. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

**IN WITNESS WHEREOF**, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement as of the day and year first written above.

**CONTRACTOR:  
SCIENCE APPLICATIONS  
INTERNATIONAL CORPORATION**

By:   
Title: Contracts Administrator  
Date: 6/18/13

ATTEST:

  
Jonathan Burgiel, Vice President

**CLIENT:  
CITY OF HUMBLE, TEXAS**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**COUNCIL MEETING**

**06-27-2013**

**AGENDA ITEM #9**

**MONTHLY REPORTS**

**NO MONTHLY REPORT**

**COUNCIL MEETING**

**06-27-2013**

**AGENDA ITEM #10**

**CORRESPONDENCE:**

**TEXAS MUNICIPAL LEAGUE**



# **Legislative** **UPDATE**

June 14, 2013  
Number 22

## **First Special Session Update: Governor Expands the “Call”**

Immediately after the Eighty-Third Regular Legislative Session concluded, the governor called a special legislative session to deal with state and congressional redistricting. Even though the session was initially limited to that subject, lawmakers have filed bills on topics ranging from abortion to property taxes and everything in between. (All city-related bills are summarized in the *Legislative Update*, regardless of whether they are in the special session “call.”)

The governor has already chosen to add abortion and transportation funding to the special session call. In fact, the Senate Finance Committee held a hearing on 1S.J.R. 2, which 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, on June 12. The governor may add more topics in the coming days. The League will monitor any such items closely, and provide updates if the call is expanded to include more city-related issues.

## **First Special Session: City-Related Bills Filed**

### **PROPERTY TAX**

**1H.B. 40 (E. Rodriguez) – Property Tax Appraisal:** would: (1) for purposes of appraisal as “qualified open-space land,” require a chief appraiser to determine whether agricultural use meets the degree of intensity generally accepted in the area by considering the cumulative effect

of all agricultural uses of a tract of land, including producing fruits and vegetables and raising or keeping livestock; (2) require the comptroller to develop guidelines for determining whether land under 10 acres in size used for production of fruits, vegetables, poultry, hogs, sheep, or goats qualifies for appraisal as agricultural land; and (3) require the comptroller and the Texas A&M AgriLife Extension Service and other stakeholders to develop guidelines for determining whether land qualifies as a nonprofit community garden for appraisal as agricultural land.

**1S.B. 32 (Patrick) – Revenue Cap:** would: (1) lower the property tax rollback rate from eight percent to five percent; and (2) provide that a city must hold a ratification election to adopt a tax rate that exceeds the five percent rollback rate (as opposed to current law, which only requires an election if a petition is received from the citizens).

## **PURCHASING**

**1H.B. 39 (E. Rodriguez) – Local Preference:** would provide that a local governmental entity that purchases agricultural products: (1) shall give preference to those produced or grown in this state if the cost to the local governmental entity is equal and the quality is equal; and (2) may give preference to those products produced or grown in this state if the cost to the local governmental entity does not exceed 107 percent of the cost of agricultural products produced or grown outside of this state and the quality is equal.

## **ELECTIONS**

**1H.B. 46 (Dutton) – Redistricting:** would provide that: (1) an incarcerated person is included in the population data used for redistricting purposes, according to the person's last residence before incarceration; (2) each local governmental entity in this state that operates a facility for the incarceration of persons convicted of a criminal offense, including a mental health institution for those persons, or that places any person convicted of a criminal offense in a private facility to be incarcerated on behalf of the governmental entity, shall submit a report to the comptroller; (3) the governmental entity required to make a report under (2) shall ensure that the entity collects and maintains the information required; (4) each political subdivision of this state that elects any members of a governmental body from election districts, wards, or precincts that are subject to the one-person, one-vote requirement of the U.S. Constitution shall ensure that, after redistricting, each of those election districts, wards, or precincts does not vary from the average population of those districts, wards, or precincts according to the most recent adjusted population counts prepared by the comptroller under (2) by more than five percent; (5) a governmental entity to which the bill applies may exceed the adjusted population restrictions only to the extent necessary to comply with federal law or the Texas Constitution; and (6) the bill does not apply to any political subdivision or state governmental body before the comptroller makes the initial adjustment of census counts for the 2020 federal decennial census.

**1S.B. 31 (Patrick) – Elections:** would, among other things, change certain election dates as follows: (1) move the general primary election date to the first Tuesday in February in each even number year; (2) move the runoff primary election date to the fourth Tuesday in April following the general primary election; and (3) provide that the presidential primary election date is the first Tuesday in February in each presidential election year.

**1S.B. 36 (Uresti) – Voter Registration:** would provide that: (1) the secretary of state shall implement a program to allow a person to complete a voter registration application over the Internet; and (2) the secretary of state and the Department of Public Safety must provide a link to the location of the application on the official website of the state.

## **OPEN GOVERNMENT**

**1H.B. 43 (Callegari) – Public Retirement System Information:** would: (1) provide that “individual record” information that could reasonably be expected to identify an individual who is or was a member, annuitant, retiree, beneficiary, alternate payee, program participant, or a person who is eligible to receive benefits from the same, is confidential and not subject to public disclosure, unless written authorization is obtained from the individual or individual’s representative; (2) allow the release of individual records and information in certain circumstances and to certain entities; (3) provide that the procedures of the Public Information Act prevail over any conflicting law with respect to the confidentiality of information held by a public retirement system; and (4) remove a public retirement system’s sole discretion in determining whether a record is confidential.

## **OTHER FINANCE/ADMINISTRATION BILLS**

**1H.B. 51 (Callegari) – Retirement Systems:** would: (1) require each actuarially funded retirement system with an infinite amortization period to become finitely funded within six years or file a corrective action plan to do so with notice and participation by plan sponsors; (2) require each actuarially funded retirement system to become 80% funded and have an amortization period of 30 years or less; (3) prohibit any new monetary benefits that would result in a longer than 30 year amortization period for unfunded liabilities; (4) require a plan sponsor to make at least one contribution a year; (5) require that contributions be level or declining as a percentage of payroll; (6) require certain retirement systems that have over \$100 million in total assets to do an actuarial experience study; and (7) require each public retirement system to adopt ethical standards and conflict-of-interest policies at least as strict as state law.

**1H.B. 54 (Flynn) – Capital Appreciation Bonds:** would: (1) prohibit a county, city, special district, school district, junior college district, or other political subdivision from issuing capital appreciation bonds that are secured by property taxes unless: (a) the bonds have a scheduled maturity date that is not later than 20 years after the date of issuance; (b) the governing body of the political subdivision has received a written estimate of the cost of the issuance; (c) the governing body of the political subdivision has determined if any personal or financial relationship exists between members of the governing body and any financial advisor, bond counsel, bond underwriter, or other professional associated with the bond issuance; and (d) the governing body posts various information relating to the bond issuance on the political subdivision’s website; (2) provide that the total amount of capital appreciation bonds may not exceed 25 percent of the political subdivision’s total outstanding bonded indebtedness at the time of the issuance; and (3) provide that a county, city, special district, school district, junior college district, or other political subdivision may not extend the maturity date of an issued capital appreciation bond.

**1S.J.R. 4 (Patrick) – Automatic Resignation:** would amend the Texas Constitution to provide that a city councilmember who has a term of office of more than two years and announces his/her candidacy for another public office automatically resigns as a councilmember if he/she has more than one year and 60 days left in the city council term.

## **COMMUNITY AND ECONOMIC DEVELOPMENT**

**1S.B. 39 (Patrick) – Regulatory Takings:** would provide: (1) that the application of any law, rule, policy, ordinance, or regulation that has the effect of requiring that more than fifty percent of the surface area of an owner's private real property remain in a natural or undeveloped state, exclusive of the 100-year floodplain as determined by agencies of the United States government, is a conservation easement, the establishment and enforcement of which will require: (a) the consent of the owner; or (b) the exercise of the power of eminent domain; and (2) exempt certain cities and actions from the provisions of the bill.

**1H.B. 58 (Menéndez) – Alcohol/Sexually Oriented Businesses:** would create a new "public consumption" alcoholic beverage permit to be administered by the Texas Alcoholic Beverage Commission and require certain sexually oriented businesses that operate as "BYOB" establishments to obtain the new permit.

## **PERSONNEL**

**1S.B. 30 (Patrick) – Immigration:** would: (1) prohibit an employer, including a city, from employing an undocumented immigrant; (2) create a complaint process for employers that employ undocumented immigrants; (3) require the Texas Workforce Commission to adopt rules regarding the bill; and (4) require a report by the commission to be given to the legislature and the governor based on nonidentifiable, summary data of two years of complaint data.

## **PUBLIC SAFETY**

**1H.B. 34 (Gooden) – Handguns:** would authorize: (1) a prosecutor who holds a concealed handgun license to carry essentially anywhere; and (2) such a prosecutor to carry a handgun in a concealed or open manner.

**1H.B. 38 (Sheets) – Concealed Handguns:** would authorize certain federal judges and prosecutors who hold a concealed handgun license to carry essentially anywhere.

**1H.B. 45 (Pickett) – Commercial Driver's Licenses:** would: (1) authorize the issuance of a commercial learner's permit available for drivers that meet certain criteria; and (2) prohibit texting while driving by the operator of a commercial motor vehicle.

**1H.B. 49 (Springer) – Concealed Handguns:** would provide that: (1) a concealed handgun license holder is authorized to carry a concealed handgun essentially anywhere; and (2) authorize a concealed handgun license holder to display a handgun under circumstances in which he or she would have been justified in the use of force or threat of force.

**1H.B. 56 (Lavender) – Handguns**: would, among many other things, authorize a concealed handgun license holder to openly carry a handgun.

**1S.B. 34 (Campbell) – Concealed Handguns**: would authorize a concealed handgun license holder to carry a concealed handgun: (1) in a polling place, an amusement park, on the premises of a racetrack, a hospital, church, synagogue, or other established place of religious worship; and (2) at a meeting of a governmental body if the license holder has not received effective notice that carrying at the meeting is prohibited.

**1S.B. 35 (Carona) – Concealed Handguns**: would authorize certain prosecutors who hold a concealed handgun license to carry essentially anywhere.

**1S.B. 27 (Huffman) – Controlled Substances**: would designate certain additional synthetic cannabinoids as controlled substances and controlled substance analogues under the Texas Controlled Substances Act.

**1S.B. 28 (Huffman) – Controlled Substances**: would add certain substances to Penalty Groups 1-A and 2 of the Texas Controlled Substances Act.

**1S.B. 40 (Nichols) – Commercial Driver’s Licenses**: this bill is identical to **H.B. 45** by **Pickett**, above.

**1S.B. 41 (West) – Firearms**: provides, among other things, that a person commits an offense if he purchases or attempts to purchase a firearm with intent to deliver the firearm to a person knowing that the person to whom the firearm is to be delivered intends to possess the firearm unlawfully or to use the firearm unlawfully or in the commission of an unlawful act.

## **UTILITIES AND ENVIRONMENT**

**1H.B. 50 (Callegari) – Desalination**: would: (1) require the Texas Commission on Environmental Quality to adopt rules to allow water treated by a desalination facility to be used as public drinking water and ensure that the water treated by a desalination facility meets all state and federal law requirements; and (2) establish the Texas Center for Innovative Desalination Technology as a partnership between the University of Houston, The University of Texas at Brownsville, and the University of Texas at El Paso.

## **TRANSPORTATION**

**1H.B. 23 (Pickett) – Transportation Funding**: would: (1) authorize the Texas Department of Transportation to require a person, including a governmental or private entity, to obtain a permit and pay a fee as a condition of using any part of a state highway right-of-way for the construction, maintenance, or operation of a utility facility; but (2) provide that the department may not require the payment of a fee from a city.

**1H.B. 28 (Harper-Brown) – Transportation Funding:** would authorize the Texas Department of Transportation to enter into “availability payment agreements” for the design, development, financing, construction, maintenance, or operation of a highway project. (Note: An availability payment contract is a form of public/private partnership under which a governmental entity makes fixed payments to a private contractor that is responsible for the design, construction, long term maintenance, and financing of the project.)

**1H.B. 35 (Phillips) – Transportation Funding:** would end the diversion of gas tax revenues that currently fund the Texas Department of Public Safety and require that those funds be deposited into the state highway fund.

**1H.B. 41 (Pickett) – Transportation Funding:** would end the diversion of gas tax revenues that currently fund the available school fund and require that those funds be used mainly for transportation funding.

**1H.B. 52 (Harper-Brown) – Transportation Funding:** would end the diversion of gas tax revenues that currently fund the available school fund.

**1H.B. 62 (Flynn) – Slow Moving Vehicles:** would provide that a “slow moving vehicle (a motor vehicle designed to operate at a maximum speed of 25 miles per hour or less) may drive on an improved road shoulder.

**1H.B. 65 (Frank) – Transportation Funding:** would provide that, beginning in increments in 2015 and completed in 2018, 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.J.R. 16 (Pickett) – Transportation Funding:** would amend the Texas Constitution to provide that certain amounts of the state’s gas tax and oil and gas revenues be used for transportation purposes.

**1H.J.R. 17 (Harper-Brown) – Transportation Funding:** would amend the Texas Constitution to end the diversion of gas tax revenues that currently fund the available school fund.

**1S.B. 33 (Lucio) – Transportation Funding:** would provide that the sales tax imposed on automotive accessories (e.g., aftermarket modifications and electronics, cleaning products, floor mats, air fresheners, paint, and window tinting) shall be deposited into the state highway fund.

**1S.J.R. 5 (Lucio) – Transportation Funding:** would amend the Texas Constitution to provide that the sales tax imposed on automotive accessories shall be deposited into the state highway fund.

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# Legislative UPDATE

June 21, 2013  
Number 23

## Governor's Vetoes Include City-Related Bills

Governor Rick Perry has vetoed 26 bills passed by the legislature during the regular session. Seven of the 26 were city-related bills described in the League's "wrap-up" *Legislative Update* on May 27. Those seven vetoes are detailed below:

- **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.

According to the governor's veto message, "Texas' commitment to smart regulations and fair courts is a large part of why we continue to lead the nation in job creation. House Bill 950 duplicates federal law, which already allows employees who feel they have been discriminated against through compensation to file a claim with the U.S. Equal Employment Opportunity Commission."

- **H.B. 1982 (Murphy/Hinojosa) – Enterprise Zones:** this bill, among other things: (1) authorizes a county to nominate for designation as an enterprise 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.

According to the governor's veto message, "I applaud the intent of House Bill 1982 to improve the enterprise zone program by requiring projects that get the biggest tax refunds to create more jobs rather than focusing on job retention. However, H.B. 1982 also contains ambiguous language which could hurt, rather than help, the program. Therefore, I...will recommend that the lieutenant governor and speaker of the House conduct an interim study to review this issue and ways to improve the program."

- **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.

According to the governor's veto message, the bill "would provide that a taxing authority has an annual lien that automatically attaches to all business personal property that the business owns in the state, including property outside the taxing authority's jurisdiction. Current law gives taxing units authority to deal with taxpayers who move property around the state in an attempt to avoid taxation, while also protecting taxpayers from overly aggressive taxing authorities. By providing taxing authorities with an automatic lien on property they do not have the authority to tax, this bill could lead to abusive taxing authorities overextending their reach, to the detriment of smaller taxing units and taxpayers."

- **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.

According to the governor's veto message, "Ensuring the integrity of our state's election process is a key component of providing a system of fair, open and honest elections. Under current law, if a voter cannot communicate with poll workers in a common language, the voter is entitled to use an interpreter of the voter's choice who is a registered voter in that county. Often, this is a family member or other person in whom the voter personally has confidence...the elimination of the requirement that an interpreter selected by the voter be from the county will lead to the likelihood of undue influence being placed on the voter to agree to 'select' activists from outside the area with whom the voter is not familiar."

- **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.

According to the governor's veto message, "Senate Bill 1234 attempts to change how truancy is handled by placing progressive sanctions on students based on recommendations established in a behavioral improvement plan. While these plans are meant to hold students accountable for attendance and behavior management, they do not track the child from district to district and are lost as a student transfers from one school to another, which is common for chronically truant students. Senate Bill 1234 will hurt established local programs and prevent schools from identifying and helping address the issues students are facing. Additionally, S.B. 1234 conflicts with other legislation, such as S.B. 393, concerning which truanancies are considered a ticketable offense."

- **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.

According to the governor's veto message, "S.B. 219 contains several important changes to the state's ethics laws, especially those relating to the sworn complaint process. However, these positive changes are outweighed by several provisions added late in the legislative process without an open and honest discussion. The Legislature had an opportunity, through the sunset review process, to make needed changes to our campaign finance, lobby, and financial disclosure laws – changes that are needed to modernize laws

while still protecting our rights and providing for transparency. I urge the Legislature to look closely at our ethics laws during the interim in an open, deliberative, and transparent way, so that all voices are heard and all proposals are thoroughly discussed.”

- **H.B. 1511 (Larson/Eltife) – Local Sales Tax Rate:** this bill: (1) allows a city to hold an election to impose a dedicated sales and use tax for sports and venue districts, crime control and prevention districts, economic development corporations, property tax relief, or street maintenance at any rate that is an increment of one-eighth of one percent that would not result in a combined rate that exceeds the maximum local sales and use tax rate of two percent; (2) allows a city to hold an election to impose its general sales and use tax at any rate that is an increment of one-eighth of one percent that it would not result in a combined rate that exceeded the maximum local sales and use tax rate of two percent; and (3) extends from four years to eight years the expiration date on the dedicated sales and use tax for street maintenance. (Note: This bill was not summarized in the May 27 “wrap-up”.)

According to the governor’s veto message, “House Bill 1511 would restrict Texans’ power to vote to maintain or increase a street maintenance tax. This bill would allow municipalities to delay voter input by limiting the tax elections to once every eight years rather than the current four-year period. Texans should have the right to vote on tax measures sooner rather than later.”

## **Texas Supreme Court Defines “Law” for Purposes of the Whistleblower Act**

A claim under the Texas “Whistleblower Act” arises when an employee is terminated or disciplined after alleging a violation of “law” to an appropriate party. The Act allows such an employee to file suit alleging that he or she was terminated for reporting a violation of law, rather than for a legitimate reason.

On June 14, in *University of Houston v Barth*, the Texas Supreme Court reviewed the issue of whether a “law” includes a “rule adopted under a statute or ordinance.” The court concluded that, in addition to a report of a violation of a state law, a claim could be based on an ordinance or personnel policy adopted by ordinance.

Each city should consult with legal counsel to review its ordinances and policies to determine whether, among other things, its personnel policy was adopted by ordinance, and to determine whether any changes could help avoid a Whistleblower lawsuit.

Please contact Laura Mueller at the Texas Municipal League legal department at [laura@tml.org](mailto:laura@tml.org) or 512-231-7400 with questions.

## **Recent Legislation Impacts City Budget and Tax Rate Process**

Two bills were recently passed that will affect a city's budget adoption and property tax rate setting process:

- **S.B. 656 (Paxton/Button)** requires that additional actions and notice be provided by the city when it adopts its budget. More specifically, the 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 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.

S.B. 656 is effective beginning September 1, 2013, and applies to a budget adopted for a fiscal year beginning on or after September 1, 2013. Therefore, cities will need to comply with the requirements of S.B. 656 beginning with the upcoming budget adoption process. The full text of the bill is available at:

<http://www.legis.state.tx.us/tlodocs/83R/billtext/html/SB00656F.htm>.

- **S.B. 1510 (Hinojosa/Hilderbran)** is a good bill for Texas cities and taxpayers alike. The bill will, for *next year* (i.e., 2014), simplify property tax rate setting process and notice requirements. The full text of the bill is available at:  
<http://www.legis.state.tx.us/tlodocs/83R/billtext/html/SB01510F.htm>.

Again, unlike S.B. 656, S.B. 1510 is not effective until January 1, 2014. *Cities should not use its provisions until the tax rate setting process in 2014.*

The League recently posted the *2013 Budget and Taxation Deadlines* memos for large cities and small cities on the TML website at: [http://www.tml.org/legal\\_topics-legal\\_finance](http://www.tml.org/legal_topics-legal_finance). These memos account for the changes to the budget adoption process provided by S.B. 656.

## **TCEQ Now Accepting Applications for Municipal Solid Waste Advisory Council**

The Texas Commission on Environmental Quality (TCEQ) is now accepting applications for the Municipal Solid Waste Management and Resource Recovery Advisory Council. Council members are appointed for six-year staggered terms by the TCEQ Commissioners. The duties of the Advisory Council include:

- reviewing and evaluating the effect of state policies and programs on municipal solid waste management;
- making recommendations to the TCEQ commissioners on matters relating to municipal solid waste management;
- recommending legislation to encourage the efficient management of municipal solid waste;
- recommending policies for the use, allocation, or distribution of the planning fund that includes identification of statewide priorities for use of funds, the manner and form of application for financial assurance, and criteria, in addition to those to be evaluated in establishing priorities for providing financial assistance to applicants;
- recommending special studies and projects to further the effectiveness of municipal solid waste management and resource recovery.

The application and additional information on the Council are available on the TCEQ website at: [http://www.tceq.state.tx.us/permitting/waste\\_permits/advgroups/msw\\_advCouncil.html](http://www.tceq.state.tx.us/permitting/waste_permits/advgroups/msw_advCouncil.html).

The deadline to apply is July 12, 2013.

## **Governor's Office Seeking Information on ADA Coordinators**

The governor's office is seeking contact information for each Americans with Disabilities Act (ADA) coordinator in the state. (Federal law requires a city with 50 or more employees to designate at least one responsible employee to coordinate ADA compliance. The requirement does not apply to cities with fewer than 50 employees.)

The purpose of gathering the contact information in one location is to be able to refer individuals to the appropriate coordinator and eventually provide networking and problem-solving opportunities to ADA coordinators throughout the state.

Please send the contact information for your city's ADA Coordinator to Cori Eggeling at [cori@tml.org](mailto:cori@tml.org).

## **First Special Session: Significant Floor Actions**

**1S.J.R. 2 (Nichols)**, relating to the transfer of certain general revenue to the state highway fund and the economic stabilization fund and to authorize the payment from the state highway fund of the principal and interest of certain highway improvement bond. Passed the Senate.

## **First Special Session: City-Related Bills Filed**

### **PROPERTY TAX**

**1H.B. 83 (Flynn) – Capital Appreciation Bonds:** would: (1) prohibit a county, city, special district, school district, junior college district, or other political subdivision from issuing capital appreciation bonds that are secured by property taxes unless: (a) the bonds have a scheduled maturity date that is not later than 20 years after the date of issuance; (b) the governing body of the political subdivision has received a written estimate of the cost of the issuance; (c) the governing body of the political subdivision has determined if any personal or financial relationship exists between members of the governing body and any financial advisor, bond counsel, bond underwriter, or other professional associated with the bond issuance; and (d) the governing body posts various information relating to the bond issuance on the political subdivision's website; (2) provide that the total amount of capital appreciation bonds may not exceed 25 percent of the political subdivision's total outstanding bonded indebtedness at the time of the issuance; and (3) provide that a county, city, special district, school district, junior college district, or other political subdivision may not extend the maturity date of an issued capital appreciation bond.

### **COMMUNITY AND ECONOMIC DEVELOPMENT**

**1H.B. 69 (Callegari) – Eminent Domain Reporting:** would amend the provisions of S.B. 18 (2011) to provide that an entity, including a city, that did not submit the required letter to the comptroller describing its power of eminent domain prior to December 31, 2013, may not exercise the entity's power of eminent domain before the 90th day after the date the entity submits a letter to the comptroller. (Note: Under S.B. 18, a city that did not submit a letter by the deadline may not exercise the power of eminent domain. This bill would give those cities that missed the deadline the ability to submit and once again use the power of eminent domain.)

**1S.J.R. 8 (Campbell) – State Rainy Day Fund:** would amend the Texas Constitution to provide that the legislature may, by a two-thirds vote of the members present in each house, appropriate amounts from the economic stabilization fund to: (1) repay state debt; (2) reduce state taxes; (3) pay costs associated with a state of disaster declared by the governor; or (4) pay costs associated with a natural disaster or an emergency identified by the legislature.

### **PUBLIC SAFETY**

**1H.B. 71 (Flynn) – Emergency Vehicles:** would provide that: (1) on the immediate approach of a police vehicle using an audible or visual signal, an operator, unless otherwise directed by a police officer, must yield the right-of-way, move as far as possible to the right edge or curb of the road, and stop until the authorized emergency vehicle has passed; and (2) the operator of an authorized emergency vehicle may proceed through a signal, exceed the speed limit, and disregard a regulation governing the direction of movement or turning if the vehicle is: (a) responding to an emergency call; (b) pursuing a violator; (c) responding to a fire alarm; (d) directing or diverting traffic for public safety; or (e) conducting a police escort (the criteria in (a)-(e) would not apply to parking or standing an emergency vehicle).

**1H.B. 79 (White) – Juvenile Facilities:** would add juvenile facilities and correctional officers at juvenile facilities to the Penal Code provision prohibiting improper sexual activity with individuals in custody.

**1H.B. 84 (White) – Official Oppression:** would, for purposes of the offense of official oppression, define “public servant” to include: (1) an officer, employee, or agent of: (a) the United States; (b) a branch, department, or agency of the United States; or (c) another person acting under a contract with a branch, department, or agency of the United States to provide a security or law enforcement service; or (2) any other person acting under color of federal law.

## **TRANSPORTATION**

**1H.J.R. 19 (Harper-Brown) – Transportation Funding:** would amend the Texas Constitution to: (1) provide for the transfer of general revenue to the state highway fund and the economic stabilization fund; and (2) authorize the payment from the state highway fund of the principal and interest on certain highway improvement bonds.

**1S.J.R. 9 (Davis) – Transportation Funding:** would amend the Texas Constitution to: (1) provide for the transfer of certain general revenue to the state highway fund, the foundation school fund, and the economic stabilization fund; and (2) authorize the payment from the state highway fund of the principal and interest on certain highway improvement bonds.

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TEXAS MUNICIPAL LEAGUE

President **John Monaco**, Mayor, Mesquite  
Executive Director **Bennett Sandlin**

June 21, 2013

**MEMORANDUM**

**TO:** TML Member Cities  
TML Regional Officers  
TML Affiliate Presidents

**FROM:** Bennett Sandlin, Executive Director

**SUBJECT:** Resolutions for the 2013 TML Annual Conference

In order to facilitate the development of policy, the TML Constitution provides a resolutions process that allows input from TML member cities, regions, and affiliates. It is through this process that issues most important to the cities of Texas are identified and decisions are made regarding the allocation of the League's legislative and administrative resources.

The TML Constitution states that resolutions for consideration at the Annual Conference must be submitted to the TML headquarters 45 calendar days prior to the first day of the Annual Conference. For 2013, this provision means that resolutions from any member city, TML region, or TML affiliate must arrive at the TML headquarters no later than **August 26, 2013**.

The TML Board of Directors has adopted several procedures governing the resolutions process. Please review the following items carefully and thoroughly.

1. No resolution can be considered by the TML Resolutions Committee unless it has prior approval of: (a) the governing body of a TML member city; (b) the governing body or membership of a TML affiliate; **or** (c) the membership of a TML region at a regional meeting.
2. TML member cities, regions, and affiliates that wish to submit a resolution **must** complete a resolution cover sheet. The cover sheet to be used is attached. Please feel free to make as many copies of this cover sheet as needed. The cover sheet must be attached to the resolution throughout each step of the resolutions process.
3. It is recommended that any resolution should state one of four categories of action to better direct League staff. Those categories are:

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- **Seek Introduction and Passage** means that the League will attempt to find a sponsor, will provide testimony, and will otherwise actively pursue passage. Bills in this category are known as “TML bills.”
- **Support** means the League will attempt to obtain passage of the initiative if it is introduced by a city or other entity.
- **Oppose.**
- **Take No Position.**

Please see the attached “Legislative Policy Development Process and Schedule” for more information.

4. Resolutions submitted will be thoroughly discussed at the TML Annual Conference. The Resolutions Committee is appointed by the TML President and is made up of city officials from TML member cities across the state.
5. The city or other entity that submits a resolution is encouraged to send a representative to the Resolutions Committee meeting to explain the resolution. The Resolutions Committee will meet at **2:00 p.m.** on **Tuesday, October 8, 2013,** at the **Austin Convention Center.**

If the procedures described above are not followed for any given resolution, that resolution is likely to be referred to some other TML committee for further study. In that case, the resolution would not be adopted during the 2013 conference.

You should also be aware that under the TML Constitution, resolutions received after the deadline of August 26, 2013, must not only have the attached cover sheet, but also must “state the reason precluding timely submission.” These late resolutions can be considered by the TML Resolutions Committee at the Annual Conference only if two-thirds of the Committee members present and voting agree to suspend the submission rule and consider the resolution.

Resolutions may be submitted by mail, fax, or by e-mail ([resolutions@tml.org](mailto:resolutions@tml.org)).

If you have any questions or would like any assistance, please call Bennett Sandlin, at any time – (512) 231-7400.

cc: TML Board of Directors

**2013  
TML RESOLUTION COVER SHEET**

**Sponsoring Entity:** \_\_\_\_\_  
(City, TML Affiliate, and/or TML Region)

**Brief Background:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**What the Resolution is Intended to Accomplish:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**How the Resolution is City-Related/How it Addresses a Municipal Issue:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Statewide Importance:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Submitted By: Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**City:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_

**PLEASE DO NOT WRITE ON THE BACK OF THIS FORM**

## **The Texas Municipal League's 2015/2016 Legislative Policy Development Process and Schedule**

City officials across the state are well aware of the fact that many significant decisions affecting Texas cities are made by the Texas Legislature, not by municipal officials. Newly elected mayors and councilmembers quickly realize that cities are indeed “creatures of the state.” This subservient position of cities in the state’s intergovernmental system means that the legislature can address virtually any aspect of city government.

This fact is vividly demonstrated during each legislative session. For example, during the 2013 session, more than 6,000 bills or significant resolutions were introduced; almost 1,500 of them would have affected Texas cities in some substantial way. In the end, over 1,700 bills or resolutions passed and were signed into law; approximately 220 of them impacted cities in some way.

There is no reason to believe that the workload of the 2015 session will be any lighter; it may be greater. And for better or worse, city officials will have to live with all the laws that may be approved by the legislature. Thus, the League must make every effort to assure that detrimental bills are defeated and beneficial bills are passed.

The TML approach to the 2015 session will undoubtedly be guided by principles that spring from a deeply rooted TML legislative philosophy:

- The League will vigorously oppose any legislation that would erode the authority of Texas city officials to govern municipal affairs.
- Cities represent the level of government closest to the people. They bear primary responsibility for the provision of capital infrastructure and for ensuring our citizens’ health and safety. Thus, cities must be assured of a predictable and sufficient level of revenue and must resist efforts to diminish that revenue.
- The League will oppose the imposition of any state mandates that do not provide for a commensurate level of compensation, and resist any attempts to require cities to raise money for the state (reverse intergovernmental aid).

### **Schedule**

Throughout 2014, legislative policy committees will help TML prepare legislative positions. The League’s legislative policy development schedule will be roughly as follows:

**October 2013** – the 2013 TML Resolutions Committee will meet to consider resolutions. The recommendations of the Resolutions Committee will go forward for consideration by the TML membership on the final day of the 2013 Annual Conference at the annual business meeting.

**January - February 2014** – the chairs, vice-chairs, board representatives, and members of the League’s legislative policy committees will be appointed by the TML President.

**May - June 2014** – the committees will meet for the first time.

**June - July 2014** – any subcommittees appointed by the committees will meet.

**August 2014** – the committees will combine to form the General Government Committee, at which time they will finish their topic-specific work and consider additional items.

**September - October 2014** – the reports of the legislative policy committees will go forward to the 2014 TML Resolutions Committee for consideration. The recommendations of the Resolutions Committee will go forward for consideration by the TML membership on the final day of the 2014 Annual Conference at the annual business meeting.

**December 2014** – the TML Board will finalize the League’s 2015 legislative program based on resolutions passed in both 2013 and 2014.

### **Some Suggestions**

As can be seen from the section above, the legislative policy committees provide the framework for the TML legislative policy development process. As an integral part of that committee process, you can significantly impact the outcome of the 2015 legislative session. As you undertake your committee work, you should keep in mind the following:

1. **There is a practical limit to what the League – or any group, for that matter – can accomplish in any legislative session.** It is obvious that all resources – human, financial, and political – are limited, and no group can hope to achieve all its legislative objectives. The most powerful interest groups in the state sometimes come away from a legislative session bruised and battered. On occasion, the best that can be expected is that no harm be done.
2. **TML will expend the vast majority of its resources killing bad bills.** This has always been so and will probably always be the case. At one point during the 2013 regular session, the League was monitoring more than 1,700 bills or resolutions, many of which were bad for cities. The League’s legislative philosophy has traditionally been, first and foremost, to defeat bad legislation and, secondarily, to seek passage of beneficial legislation as time, resources, and political realities permit.

**It is unlikely that any other interest group in the state monitors and opposes as many bills as does the Texas Municipal League.** During recent legislative sessions, the League took steps to oppose bad legislation dealing with everything from annexation to zoning and from birth records to cemeteries. The breadth of the League's legislative focus becomes obvious each year when TML completes and submits its state-mandated lobbyist registration form. One schedule of the form asks which of 83 subject matters are of interest to TML. Of the 83, only four fall outside the League's areas of interest.

**Unfortunately, the number of bad city-related bills grows almost every year. (Please see the chart below.)** As a result, the League has been forced to expend an ever-greater percentage of its resources simply fending off bad ideas.

<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>
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.

3. **Given the League's finite resources, and because vast amounts of those resources are necessarily expended in defeating bad legislation, the League must very carefully select bills that it will support or for which it will attempt to seek passage.** A sharply focused legislative program is more likely to lead to success than is a very large and wide-ranging program. In addition, supporting a bill that has a low probability of passage requires a large amount of time and political resources that can be used more productively in other ways. **Thus, it is important to advocate only those initiatives that are truly important and that have a realistic chance of passage.**
  
4. How can the committee identify initiatives that are truly significant and that merit a place in the TML legislative program? Committee members may wish to ask the following questions about each discussion item:
  - ◆ **Does the initiative have wide applicability to a broad range of cities of various sizes (both large and small) and in various parts of the state?**

- ◆ **Does the initiative address a core municipal issue, such as erosion of local control and preservation or enhancement of municipal revenue?**
- ◆ **Will the initiative be vigorously opposed by strong interest groups and, if so, will member cities commit to contributing the time and effort necessary to overcome that opposition?**
- ◆ **Is this initiative, when compared to others, important enough to be part of TML's list of priorities?**
- ◆ **Is this initiative one that city officials, more than any other group, should and do care about?**

The foregoing suggestions are not meant to imply that TML can't pass good, solid legislation. It can, it has in the past, and it will again. The suggestions are meant merely to emphasize the fact that any group, to succeed, must use its resources and its political strength wisely and selectively.

### Categories

Submissions should reflect one of four categories that will direct League staff. Keep in mind that there is a difference between "seek introduction and passage" and "support."

- **Seek Introduction and Passage** means that the League can attempt to find a sponsor, will provide testimony, and will otherwise actively pursue passage. Bills in this category are known as "TML bills." **These bills require an enormous amount of time and resources, and the committee should be very cautious about putting items in this category.**
- **Support** means the League will attempt to obtain passage of the initiative if it is introduced by some other entity. **League staff will, based upon the foregoing principles and its intimate knowledge of the legislature, determine the amount of time and resources devoted to an item in this category.**

With very few exceptions, any item that makes its way into the 2015/2016 TML Legislative Program should be couched in the two terms described above or by recommending that TML "**oppose**" or "**take no position**" on an issue.