

**HUMBLE CITY COUNCIL
MEETING PACKET
JUNE 26, 2014**



Mayor

Donald McMannes

City Manager

Darrell Boeske

City Secretary

Jason Stuebe

Council Members

Allan Steagall

Ray Calfee

Merle Aaron

Andy Curry

Norman Funderburk

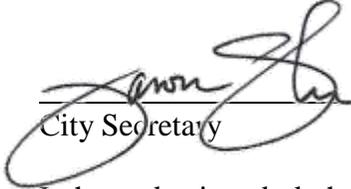
**Agenda
Humble City Council
Regular Meeting
Thursday, June 26, 2014 6:30 P.M.
City Hall Council Chamber, 114 West Higgins
Humble, Texas**

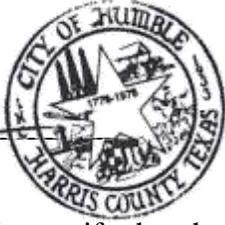
Call to order.

1. Invocation and Pledge of Allegiance.
2. Consent agenda items which consist of ministerial or “housekeeping” items as required by law. Items may be removed from the consent agenda and discussed by majority vote of the Council
 - a. Minutes – June 12 Regular Meeting.
 - b. Current Invoices.
 - c. Monthly Department Reports.
 - d. Correspondence.
3. Adoption of Resolution 14-735 amending the Animal Control Fee Schedule by increasing the fee for animal micro-chips and providing an effective date.
4. Approval of the City of Humble Groundwater Reduction Plan Update.
5. Approval of a contract renewal with Linebarger Goggan Blair & Sampson, LLP for the purposes of collecting property taxes owed to the City.
6. Adjournment

Notice is hereby given that a Regular Meeting of the City Council of the City of Humble, Texas will be held on Thursday, June 26, 2014 at 6:30 P.M. at the City Hall Council Chamber, 114 West Higgins, Humble, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 23rd day of June, 2014 at 5:00 P.M.


City Secretary



I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Humble, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 114 West Higgins, Humble, Texas and the City's website, www.cityofhumble.com. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on June 23, 2014 at 5:00 P.M. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the Humble City Hall on the following date and time: _____ by _____

Subscribed and sworn to before me on this the _____, day of _____, 2014.

Notary Public – Harris County, Texas

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 446-3061 OR FAX (281) 446-7843 FOR FURTHER INFORMATION.

**COUNCIL MEETING
6-26-2014
AGENDA ITEM #2**

CONSENT AGENDA

- A – JUNE 12 REGULAR COUNCIL MINUTES**
- B – CURRENT INVOICES**
- C – MONTHLY DEPARTMENT REPORTS**
- D – CORRESPONDENCE**

COUNCIL MEETING

6-262014

AGENDA ITEM #2A

JUNE 26, 2014

REGULAR COUNCIL MINUTES

HUMBLE CITY COUNCIL

MINUTES

REGULAR MEETING

JUNE 12, 2014 – 6:30 P.M.

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

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

MEMBERS PRESENT: Mayor Donnie McMannes, Presiding
Mayor Pro Tem Merle Aaron
Council Member Ray Calfee
Council Member Andy Curry
Council Member Norman Funderburk
Council Member Allan Steagall
City Manager Darrell Boeske
City Secretary Jason Stuebe

STAFF PRESENT: Finance Director Aimee Phillips
Public Works Director Barry Brock
Facility Manager Mark Martin
Fire Marshall James Nykaza
Police Lt. Delbert Dawes

VISITORS PRESENT: Linda Aaron
Juanita Steagall
John Rudloff
Arliss Bentley

Mayor Donnie McMannes called the regular meeting of the Humble City Council to order with a quorum present at 6:30 P.M.

- 1. INVOCATION AND PLEDGE OF ALLEGIANCE.**
Council Member Merle Aaron offered the invocation and Pledge of Allegiance.
- 2. CONSENT AGENDA.**
 - 2a. Minutes – May 13, 2014 Regular Meeting; June 3, 2014 Special Meeting**
 - 2b. Financial Statement**
 - 2c. Current Invoices**
 - 2d. Quarterly Investment Report for quarter ending on March 31, 2014**

2e. Monthly Department Reports

2f. Correspondence

Upon a motion made by Council Member Funderburk, the City Council voted six (6) for and none (0) opposed to approve the Consent Agenda.

3. ADOPTION OF ORDINANCE 14-736 APPROVING AN AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ADMINISTRATION AGREEMENT BETWEEN THE CITY OF HUMBLE AND HARRIS COUNTY.

Upon a motion made by Mayor Pro Tem Aaron, the City Council voted six (6) for and none (0) opposed to approve the Consent Agenda.

4. ADOPTION OF RESOLUTION 14-733 APPROVING OF A PROPERTY EXCHANGE BETWEEN THE CITY OF HUMBLE AND BAREFOOT RV PARK, LLC; PROVIDING DEEDS FOR EXECUTING THE EXCHANGE.

City Manager Boeske explained that the City has owned a landlocked tract of land near the historical African American Cemetery that is surrounded by property owned by Barefoot RV Park, which has agreed to swap that tract with a portion of their property that will allow the City to have total access to two manholes and a lift station.

Upon a motion by Mayor McMannes, the City Council voted six (6) for and none (0) opposed to approve Resolution 14-733.

5. ADOPTION OF RESOLUTION 14-734 REAPPOINTING TRUSTEES ROY HEARNSBERGER, MICHAEL HARDAGE, TIM BAKER, MARY LEA LAYTON-TAYLOR, AND ROBER PANZARELLA, M.D. TO SERVE A TWO-YEAR TERM ON THE NORTHEAST HOSPITAL AUTHORITY BOARD OF TRUSTEES.

Upon a motion by Council Member Funderburk, the City Council voted six (6) for and none (0) opposed to approve Resolution 14-734.

6. APPROVAL OF BID 14-01 AND CONTRACT WITH CRUZ TEC, INC. IN THE AMOUNT OF \$246,478.00 FOR THE FIRST STREET UTILITY EXTENSION PROJECT.

Upon a motion by Council Member Steagall, the City Council voted six (6) for and none (0) opposed to approve Bid 14-01 and the contract with Cruz Tec, Inc. in the amount of \$246,478.00.

7. APPROVAL OF A DECREASE CHANGE ORDER #2 IN THE AMOUNT OF \$194.46 FROM METRO CITY CONSTRUCTION, L.P. FOR TOWNSEN WEST PAVING AND DRAINAGE IMPROVEMENT PROJECT.

Upon a motion by Council Member Aaron, the City Council voted six (6) for and none (0) opposed to approve the decrease Change Order #2 in the amount of \$194.46.

8. APPROVAL OF A CONTRACT WITH WAUKESHA-PEARCE INDUSTRIES IN THE AMOUNT OF \$112,001.00 TO PURCHASE AND TRADE-IN A GENERATOR FOR WATER WELL #8

Upon a motion by Council Member Curry, the City Council voted six (6) for and none (0) opposed to approve the contract with Waukesha-Pearce Industries in the amount of \$112,001.00.

9. APPROVAL OF A CONTRACT WITH D&G QUALITY ROOFING, INC. IN THE AMOUNT OF \$196,869.27 FOR THE PURPOSES OF INSTALLING A NEW GECO ROOFING SYSTEM ATOP THE CIVIC CENTER.

Mayor Pro Tem Aaron asked for how long it would take to complete the roof installation; a representative with D&G indicated that it would be complete within 14 construction days.

Upon a motion by Mayor Pro Tem Aaron, the City Council voted six (6) for and none (0) opposed to approve the contract D&G Quality Roofing, Inc. in the amount of \$196,869.27.

There being no further business before the City Council, Mayor McMannes adjourned the Regular Meeting of the City Council at 6:37 P.M. on Thursday, June 12, 2014.

D.G. McMannes
Mayor

ATTEST:

Jason Stuebe
City Secretary

COUNCIL MEETING

6-26-2014

AGENDA ITEM #2B

CURRENT INVOICES

ACCOUNTS PAYABLE CHECKS

Date	General Fund	Water & Sewer Operating Fund	Special Revenue	Red Light Camera	Beautification	Projects	TOTAL
6/5/2014	157,901.34	51,811.98	271.45	60,350.54		6,086.96	\$ 276,422.27
6/19/2014	161,623.48	136,870.63	3,333.61	267.33	300.00	167,988.69	\$ 470,383.74

MAY PURCHASE CARDS

116,384.44	22,071.71	253.67	2494.36			\$ 141,204.18
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 A/P Check Register
 Checks from 06/19/2014 to 06/19/2014

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 01-1070-00-00					
100610	06/19/14	1 PRIORITY ENVIRONMENTAL	11,235.00	O	Regular
100611	06/19/14	A-LINE AUTO PARTS #25	127.62	O	Regular
100612	06/19/14	AFLAC	2,290.11	O	Regular
100613	06/19/14	AIMEE PHILLIPS	103.01	O	Regular
100614	06/19/14	ALLIED WASTE SERVICES #852	2,346.16	O	Regular
100615	06/19/14	AMERICAN TIRE DISTRIBUTORS	827.28	O	Regular
100616	06/19/14	ARKK ENGINEERS	57,139.06	O	Regular
100617	06/19/14	AT&T	12.00	O	Regular
100618	06/19/14	Bernadette Breaux	100.00	O	Regular
100619	06/19/14	BILLY BAUCOM	242.00	O	Regular
100620	06/19/14	Carissa Martinez	100.00	O	Regular
100621	06/19/14	CAMPBELL CONCRETE & MATERIALS,	590.00	O	Regular
100622	06/19/14	CARRILLO'S LANDSCAPE	2,450.00	O	Regular
100623	06/19/14	CENTERPOINT ENERGY	341.35	O	Regular
100624	06/19/14	CFS SERVICES INC	1,262.25	O	Regular
100625	06/19/14	Chris Tolson	1,000.00	O	Regular
100626	06/19/14	CITY OF HOUSTON	95,084.90	O	Regular
100627	06/19/14	CITY OF HOUSTON DEPT OF HEALTH	280.50	O	Regular
100628	06/19/14	Cnee Cannady	100.00	O	Regular
100629	06/19/14	COLONIAL LIFE & ACCIDENT	1,344.19	O	Regular
100630	06/19/14	COMCAST BUSINESS SERVICES	1,715.79	O	Regular
100631	06/19/14	CONROE WELDING SUPPLY	156.06	O	Regular
100632	06/19/14	COOL TECH REFRIGERATION INC	233.79	O	Regular
100633	06/19/14	DATAPROSE LLC	2,576.21	O	Regular
100634	06/19/14	DE LAGE LANDEN	606.93	O	Regular
100635	06/19/14	DEX MEDIA	47.50	O	Regular
100636	06/19/14	DEX ONE	55.00	O	Regular
100637	06/19/14	ELECTRICAL FIELD SERVICES	8,115.11	O	Regular
100638	06/19/14	EMPIRE, INC.	13,660.84	O	Regular
100639	06/19/14	FENCE OF CHAMPIONS	4,543.00	O	Regular
100640	06/19/14	FIRESTONE	49.99	O	Regular
100641	06/19/14	G-M SERVICES	275.00	O	Regular
100642	06/19/14	GRADY'S POOL SERVICE	500.00	O	Regular
100643	06/19/14	GW PHILLIPS CONCRETE	111,590.63	O	Regular
100644	06/19/14	HARRIS COUNTY TREASURER	231.20	O	Regular
100645	06/19/14	HIRERIGHT INC	270.35	O	Regular
100646	06/19/14	HM LIFE INSURANCE COMPANY	1,466.98	O	Regular
100647	06/19/14	HOUSTON COMMUNITY NEWSPAPERS	2,765.00	O	Regular
100648	06/19/14	HUMBLE FIRE FIGHTER DUES	479.00	O	Regular
100649	06/19/14	J. A. YOUR CLEANING SERVICE	3,961.17	O	Regular
100650	06/19/14	JAMIESON MANUFACTURING CO	121.66	O	Regular
100651	06/19/14	JAY STORR PHOTOGRAPHY FILM & V	345.00	O	Regular
100652	06/19/14	JERRILYN CHRISTIAN	984.16	O	Regular
100653	06/19/14	JOINER PARTNERSHIP INC	14,356.00	O	Regular
100654	06/19/14	Lachanda Malone	100.00	O	Regular
100655	06/19/14	Laqeta Johnson	100.00	O	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
100656	06/19/14	LANGUAGE LINE SOLUTIONS	45.13	0	Regular
100657	06/19/14	M & M PROSAFETY SUPPLY	153.54	0	Regular
100658	06/19/14	M & S ELECTRIC	1,750.00	0	Regular
100659	06/19/14	MAINTENANCE OF HOUSTON, INC.	2,536.00	0	Regular
100660	06/19/14	MARILYN KOEHLER	150.00	0	Regular
100661	06/19/14	MINUTE MAN PRESS OF HUMBLE	366.17	0	Regular
100662	06/19/14	MOBILE MODULAR	1,075.00	0	Regular
100663	06/19/14	MUNICIPAL EMERGENCY SERVICES	23,035.15	0	Regular
100664	06/19/14	NET SALES DIRECT	42,874.52	0	Regular
100665	06/19/14	NOVA HEALTHCARE, P.A.	446.73	0	Regular
100666	06/19/14	NSD VAULT	3,500.00	0	Regular
100667	06/19/14	OFFICE DEPOT	42.20	0	Regular
100668	06/19/14	PLANET FORD	1,145.98	0	Regular
100669	06/19/14	PLANET FORD	120.00	0	Regular
100670	06/19/14	PLATINUM COFFEE SERVICE INC	782.30	0	Regular
100671	06/19/14	POOLSURE/MID-CO	163.38	0	Regular
100672	06/19/14	PRO COATS PAINTING LLC	9,380.00	0	Regular
100673	06/19/14	QUEST DIAGNOSTICS	58.70	0	Regular
100674	06/19/14	RAINBOW PEST CONTROL	254.00	0	Regular
100675	06/19/14	RAYMOND BAKER	2,000.00	0	Regular
100676	06/19/14	ROBBINS CHEVROLET	80.73	0	Regular
100677	06/19/14	SHEILA A THORNTON	813.09	0	Regular
100678	06/19/14	SIMPLEXGRINNELL	43.62	0	Regular
100679	06/19/14	SMART HORIZONS	1,620.00	0	Regular
100680	06/19/14	SMITH MUNICIPAL SUPPLIES	1,011.99	0	Regular
100681	06/19/14	SOUTHWEST SIGNAL SUPPLY	2,366.75	0	Regular
100682	06/19/14	STAR SERVICE INC	940.00	0	Regular
100683	06/19/14	SUNGARD PUBLIC SECTOR	700.00	0	Regular
100684	06/19/14	TELEPHONICS UNLIMITED	170.00	0	Regular
100685	06/19/14	Theresa Bellard	100.00	0	Regular
100686	06/19/14	THE POLICE & SHERIFFS PRESS	12.49	0	Regular
100687	06/19/14	TOLUNAY-WONG ENGINEERS, INC	686.00	0	Regular
100688	06/19/14	TYCO INTEGRATED SECURITY LLC	236.10	0	Regular
100689	06/19/14	VERIZON WIRELESS	2,481.93	0	Regular
100690	06/19/14	VESTA HAMMONDS	837.18	0	Regular
100691	06/19/14	VIPER PRODUCTS & SERVICES LLC	9,380.00	0	Regular
100692	06/19/14	WASTE MANAGEMENT OF TEXAS	6,157.95	0	Regular
100693	06/19/14	WELLS FARGO FINANCIAL LEASING	315.00	0	Regular
100694	06/19/14	WHITLEYPENN	2,000.00	0	Regular
100695	06/19/14	WIMBERLEY AIR SOLUTIONS	2,927.50	0	Regular
100696	06/19/14	XL PARTS	57.16	0	Regular
100697	06/19/14	ZEE MEDICAL INC	113.15	0	Regular
10236	06/19/14	Cash Account: 01-1150-00-00	450.00	0	Regular
10237	06/19/14	BLAKE ABBEY	46.50	0	Regular
		CLINTON MCCUE			

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A/P Check Register
Checks from 06/19/2014 to 06/19/2014

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
10238	06/19/14	LORA HORTON	450.00	O	Regular
10239	06/19/14	MARIBEL SANCHEZ	38.00	O	Regular
10240	06/19/14	RIVERA MARCUS ANTHONY	188.00	O	Regular
Check totals:			470,383.74		
ACH totals:					
EFTPS totals:					
Wire transfer totals:					
GRAND TOTALS			470,383.74		

Alexander, Joe	5/13/2014	5/15/2014	Asco North Houston	Houston, TX	933.8
Alexander, Joe	5/8/2014	5/9/2014	Clicks Tire Service In	281-354-5269, TX	70
Alexander, Joe	5/8/2014	5/9/2014	Sq Rivera'S Auto Elec	Humble, TX	150
Alexander, Joe	5/7/2014	5/9/2014	Allens Radiator Coolin	Porter, TX	<u>250</u>
					1403.8
Allbright, Garrett	5/9/2014	5/12/2014	Hoot County Feed & See	Humble, TX	22
Allbright, Garrett	4/30/2014	5/1/2014	Wal-Mart #1837	Humble, TX	<u>25.61</u>
					47.61
Baucom, Billy	5/15/2014	5/16/2014	Mcdonald'S M6176 Of	Pearland, TX	5.4
Baucom, Billy	5/15/2014	5/16/2014	Mcdonald'S M6176 Of	Pearland, TX	10.9
Baucom, Billy	5/15/2014	5/19/2014	Teex 979 458 6903	College Stat, TX	375
Baucom, Billy	5/14/2014	5/15/2014	Mcdonald'S M6176 Of	Pearland, TX	5.4
Baucom, Billy	5/14/2014	5/16/2014	Teex 979 458 6903	College Stat, TX	350
Baucom, Billy	5/14/2014	5/15/2014	Whataburger 433 Q26	Pearland, TX	11.66
Baucom, Billy	5/13/2014	5/14/2014	Mcdonald'S M6176 Of	Pearland, TX	5.4
Baucom, Billy	5/13/2014	5/14/2014	Whataburger 433 Q26	Pearland, TX	<u>11.66</u>
					775.42
Boeske, W	5/22/2014	5/23/2014	Pappas Seafood House #	Humble, TX	65.97
Boeske, W	5/15/2014	5/16/2014	Mister Car Wash #9 Qps	Humble, TX	10
Boeske, W	5/2/2014	5/5/2014	Mister Car Wash #9 Qps	Humble, TX	<u>13</u>
					88.97
Bradshaw, Melinda	5/20/2014	5/21/2014	Paypal Texaspolice	4029357733, CA	195
Brock, Barry	5/1/2014	5/2/2014	Usps 48419003331404999	Humble, TX	3.19
Burt, Jack	5/21/2014	5/22/2014	Expedia 175828484358	800-367-3476, NV	666.75
Burt, Jack	5/20/2014	5/21/2014	Collisionpu	8002807940, CA	<u>949</u>
					1615.75
Campbell, Jason	5/22/2014	5/26/2014	Ray Despains Inc	New Caney, TX	1115.99
Campbell, Jason	5/20/2014	5/22/2014	The Home Depot 576	Humble, TX	86.02
Campbell, Jason	5/5/2014	5/7/2014	Iws Gas Sply Of Tx Hum	Humble, TX	<u>273.86</u>
					1475.87
Cantu, Stephen	5/23/2014	5/26/2014	Task Force Tips Inc	Valparaiso, IN	231.78
Cantu, Stephen	5/22/2014	5/23/2014	The Knox Company	06236872300, AZ	951
Cantu, Stephen	5/16/2014	5/19/2014	Office Depot #262	Humble, TX	39.71
Cantu, Stephen	5/15/2014	5/19/2014	Ferrara Fire Apparatus	Holden, LA	973.73
Cantu, Stephen	5/15/2014	5/19/2014	Ferrara Fire Apparatus	Holden, LA	1280
Cantu, Stephen	5/15/2014	5/19/2014	Ferrara Fire Apparatus	Holden, LA	<u>277.22</u>
					3753.44

Chambers, Vera	5/27/2014	5/29/2014	Quill Corporation	08007898965, IL	27.95
Chambers, Vera	5/19/2014	5/21/2014	Weathertapsubs	8003375263, TN	83.95
Chambers, Vera	5/16/2014	5/19/2014	At&T K909 7322	Humble, TX	62.3
Chambers, Vera	5/15/2014	5/16/2014	Dropbox	Db.Tt/Cchelp, CA	13.98
Chambers, Vera	5/12/2014	5/14/2014	Publicdata.Com	800-839-7245, TX	75
Chambers, Vera	5/9/2014	5/9/2014	Comcast Of Houston	713-341-1000, TX	13.37
Chambers, Vera	5/1/2014	5/5/2014	Quill Corporation	08007898965, IL	39.65
Chambers, Vera	4/29/2014	5/1/2014	Quill Corporation	08007898965, IL	145.41
Chambers, Vera	4/29/2014	5/1/2014	Quill Corporation	08007898965, IL	<u>14.33</u>
					475.94
Coats, Carolyn	5/22/2014	5/26/2014	Lndry'S-Kemah	Kemah, TX	35.68
Coats, Carolyn	5/21/2014	5/23/2014	Party City 175	Humble, TX	140.76
Coats, Carolyn	5/20/2014	5/21/2014	Kroger #388	Houston, TX	18.83
Coats, Carolyn	5/14/2014	5/16/2014	Chick-Fil-A #02415	Humble, TX	104.94
Coats, Carolyn	5/9/2014	5/12/2014	Minuteman Press	Humble, TX	83.27
Coats, Carolyn	5/6/2014	5/7/2014	Minuteman Press	Humble, TX	631.55
Coats, Carolyn	5/5/2014	5/6/2014	Kroger #388	Houston, TX	<u>23.31</u>
					1038.34
Coombs, Clint	5/20/2014	5/22/2014	Iws Gas Sply Of Tx Hum	Humble, TX	54.9
Corrales, Sergio	5/21/2014	5/23/2014	The Home Depot #6806	Houston, TX	137.88
Cuellar, Angel	5/29/2014	5/30/2014	Ferguson Ent #2725	281-446-3869, TX	131.28
Cuellar, Angel	5/29/2014	5/30/2014	Moore Supply Company	Humble, TX	135.41
Cuellar, Angel	5/28/2014	5/29/2014	Ferguson Ent #2725	281-446-3869, TX	34.41
Cuellar, Angel	5/28/2014	5/30/2014	M D N Enterprises	New Caney, TX	910.01
Cuellar, Angel	5/5/2014	5/6/2014	Besco Electric Supply	Houston, TX	19.89
Cuellar, Angel	5/5/2014	5/6/2014	Pittsburgh Paints 9613	Humble, TX	54.16
Cuellar, Angel	5/5/2014	5/6/2014	Elliott Electric Suppl	Nacogdoches, TX	<u>21</u>
					1306.16
Diaz, Theresa	5/28/2014	5/29/2014	Abc Home And Commercia	713-730-9500, TX	128.75
Elliott, Sandra	5/4/2014	5/6/2014	Lexisnexis Risk Mgt	08883328244, FL	50
Elliott, Sandra	5/3/2014	5/5/2014	Heb #498	Humble, TX	13.88
Elliott, Sandra	5/1/2014	5/2/2014	Ds Waters Standard Cof	Mableton, GA	<u>67.63</u>
					131.51
Emerson, Kevin	5/8/2014	5/12/2014	The Home Depot 576	Humble, TX	85.95
Ferguson, Cliffton	5/29/2014	5/30/2014	Small Engine Supply	Humble, TX	46.49
Fillmore, Steve	5/21/2014	5/22/2014	Besco Electric Supply	Houston, TX	236.44
Fillmore, Steve	5/20/2014	5/21/2014	Nes Rentals 99	Humble, TX	74.1

Fillmore, Steve	5/20/2014	5/22/2014	The Home Depot 576	Humble, TX	21.06
Fillmore, Steve	5/16/2014	5/19/2014	Ks Motorsports	Humble, TX	405.57
Fillmore, Steve	5/5/2014	5/7/2014	Young S One Stop	Humble, TX	<u>270</u>
					1007.17
Flores, Teodulo	5/9/2014	5/12/2014	Tceq Epayment	Austin, TX	111
Flores, Teodulo	5/1/2014	5/5/2014	Pittsburgh Paints 9613	Humble, TX	<u>144.94</u>
					255.94
Flynt, Michael	5/21/2014	5/23/2014	The Home Depot 576	Humble, TX	40.96
Flynt, Michael	4/30/2014	5/1/2014	Trout Tire	Porter, TX	<u>1243.21</u>
					1284.17
Folsom, Cindy	5/9/2014	5/12/2014	Elegant Beginnings, In	Humble, TX	616
Franks, Joe	5/23/2014	5/26/2014	Grace Industries	04129629231, PA	258.38
Franks, Joe	5/14/2014	5/16/2014	Motorola, Inc. - Onlin	800-814-0601, IL	1080
Franks, Joe	5/12/2014	5/13/2014	Sprint Safety Inc	Houston, TX	460
Franks, Joe	5/2/2014	5/7/2014	Office Depot #262	Humble, TX	<u>26.49</u>
					1824.87
Ganyo, Mark	5/28/2014	5/30/2014	Bound Tree Medical Llc	Tel6147605227, OH	513.24
Ganyo, Mark	5/24/2014	5/29/2014	Bound Tree Medical Llc	Tel6147605227, OH	2012.32
Ganyo, Mark	5/13/2014	5/15/2014	Bound Tree Medical Llc	Tel6147605227, OH	47.82
Ganyo, Mark	5/13/2014	5/15/2014	Bound Tree Medical Llc	Tel6147605227, OH	318.9
Ganyo, Mark	5/12/2014	5/14/2014	Bound Tree Medical Llc	Tel6147605227, OH	20.27
Ganyo, Mark	5/12/2014	5/14/2014	Bound Tree Medical Llc	Tel6147605227, OH	2823.48
Ganyo, Mark	5/6/2014	5/9/2014	Bound Tree Medical Llc	Tel6147605227, OH	447.25
Ganyo, Mark	4/30/2014	5/2/2014	Bound Tree Medical Llc	Tel6147605227, OH	407.52
Ganyo, Mark	4/30/2014	5/2/2014	Bound Tree Medical Llc	Tel6147605227, OH	<u>634.66</u>
					7225.46
Gill, Patricia	5/20/2014	5/21/2014	Great Southwest Paper	713-223-5050, TX	307.43
Gill, Patricia	5/14/2014	5/15/2014	Great Southwest Paper	713-223-5050, TX	263.46
Gill, Patricia	5/9/2014	5/12/2014	Great Southwest Paper	713-223-5050, TX	29.37
Gill, Patricia	5/8/2014	5/9/2014	Great Southwest Paper	713-223-5050, TX	1835.2
Gill, Patricia	5/6/2014	5/7/2014	Great Southwest Paper	713-223-5050, TX	<u>59.88</u>
					2495.34
Gosselin, John	5/9/2014	5/12/2014	The Home Depot 576	Humble, TX	532.76
Green, Christine	5/19/2014	5/20/2014	Lennys Sub Shop 281	Humble, TX	119.9
Green, Christine	5/17/2014	5/19/2014	Kohl'S #1236	Humble, TX	32.97
Green, Christine	5/16/2014	5/19/2014	Italianos Restaurant	Humble, TX	<u>165</u>
					317.87

Gunn, Kevin	5/2/2014	5/5/2014	Ferguson Ent #2725	281-446-3869, TX	62.07
Hastings Jr, Tommy	4/29/2014	5/1/2014	Young S One Stop	Humble, TX	65
Hawkins, Fred	5/19/2014	5/21/2014	The Home Depot 576	Humble, TX	13.97
Hawkins, Fred	5/8/2014	5/12/2014	The Home Depot 576	Humble, TX	<u>19.97</u>
					33.94
Hosler, Thomas	5/28/2014	5/30/2014	Lou'S Gloves Inc	Bridgeview, IL	86
Hosler, Thomas	5/28/2014	5/29/2014	Pump Solutions Inc.	Houston, TX	1600
Hosler, Thomas	5/22/2014	5/26/2014	Harbor Freight Tools 4	Humble, TX	128.96
Hosler, Thomas	5/22/2014	5/26/2014	The Ups Store #6433	Humble, TX	25.1
Hosler, Thomas	5/21/2014	5/21/2014	Competitive Choice Inc	713-838-1144, TX	556
Hosler, Thomas	5/16/2014	5/19/2014	The Home Depot 576	Humble, TX	367.72
Hosler, Thomas	5/14/2014	5/15/2014	Jaguar Fueling Service	281-4144771, TX	3910
Hosler, Thomas	5/9/2014	5/12/2014	Office Max	Humble, TX	82.95
Hosler, Thomas	5/9/2014	5/12/2014	The Home Depot 576	Humble, TX	6.97
Hosler, Thomas	5/6/2014	5/7/2014	Jaguar Fueling Service	281-4144771, TX	1125
Hosler, Thomas	5/1/2014	5/2/2014	Competitive Choice Inc	Houston, TX	91.93
Hosler, Thomas	4/30/2014	5/2/2014	Underwriters Laborator	South Bend, IN	2232.17
Hosler, Thomas	4/30/2014	5/2/2014	Harbor Freight Tools 4	Humble, TX	<u>47.97</u>
					10260.77
Hottman, Adam	5/18/2014	5/21/2014	Bound Tree Medical Llc	Tel6147605227, OH	582.14
Hottman, Adam	5/5/2014	5/7/2014	Bound Tree Medical Llc	Tel6147605227, OH	57.24
Hottman, Adam	5/5/2014	5/7/2014	Bound Tree Medical Llc	Tel6147605227, OH	279.98
Hottman, Adam	5/3/2014	5/8/2014	Bound Tree Medical Llc	Tel6147605227, OH	<u>534.6</u>
					1453.96
Johnson Iii, Louis	5/23/2014	5/26/2014	Fort Bend Services In	Stafford, TX	1478
Kellar, Chancey	5/28/2014	5/30/2014	The Home Depot 576	Humble, TX	23.57
Kellar, Chancey	5/23/2014	5/26/2014	Lowes #00750	Kingwood, TX	95.9
Kellar, Chancey	5/22/2014	5/23/2014	Small Engine Supply	Humble, TX	54.98
Kellar, Chancey	5/19/2014	5/21/2014	The Home Depot 576	Humble, TX	52.09
Kellar, Chancey	5/19/2014	5/21/2014	The Home Depot 576	Humble, TX	160.74
Kellar, Chancey	5/14/2014	5/16/2014	The Home Depot 576	Humble, TX	177.28
Kellar, Chancey	5/14/2014	5/16/2014	The Home Depot 576	Humble, TX	108.56
Kellar, Chancey	5/14/2014	5/16/2014	The Home Depot 6523	Porter, TX	85.66
Kellar, Chancey	5/8/2014	5/12/2014	Dairy Queen #14004	Dayton, TX	18.98
Kellar, Chancey	5/7/2014	5/8/2014	Dairy Queen #14004	Dayton, TX	<u>18.37</u>
					796.13
Killian, Elanna	5/19/2014	5/20/2014	LI Bean Mailorder	800-341-4341, ME	34.95
Killian, Elanna	5/13/2014	5/14/2014	Heb #498	Humble, TX	205.92
Killian, Elanna	5/13/2014	5/14/2014	Panera Bread #4106	Humble, TX	99.98

Killian, Elanna	5/13/2014	5/14/2014	Kroger #388	Houston, TX	89.93
Killian, Elanna	5/13/2014	5/14/2014	Yummy Tummy Pastries	Humble, TX	100
Killian, Elanna	5/13/2014	5/15/2014	Party City 175	Humble, TX	-25.21
Killian, Elanna	5/8/2014	5/12/2014	Party City 175	Humble, TX	8.99
Killian, Elanna	5/7/2014	5/8/2014	LI Bean Mailorder	800-341-4341, ME	34.95
Killian, Elanna	5/6/2014	5/8/2014	Party City 175	Humble, TX	<u>63.26</u>
					612.77

Killion, Ryan	5/28/2014	5/30/2014	Lansdowne-Moody Co (Ho	Houston, TX	-479.96
Killion, Ryan	5/22/2014	5/26/2014	Lansdowne-Moody Co (Ho	Houston, TX	479.96
Killion, Ryan	5/16/2014	5/19/2014	Hydradyne Tad 110	713-937-8111, TX	161.94
Killion, Ryan	5/12/2014	5/14/2014	Lansdowne-Moody Co (Ho	Houston, TX	93.7
Killion, Ryan	5/12/2014	5/13/2014	Olympic Internationa	Houston, TX	231.65
Killion, Ryan	5/12/2014	5/14/2014	Industrial Disposal Su	2102273441, TX	510
Killion, Ryan	5/12/2014	5/14/2014	Industrial Disposal Su	2102273441, TX	65.1
Killion, Ryan	5/6/2014	5/8/2014	Asco North Houston	Houston, TX	363.02
Killion, Ryan	5/6/2014	5/8/2014	Asco North Houston	Houston, TX	101.64
Killion, Ryan	5/5/2014	5/7/2014	Lansdowne-Moody Co (Ho	Houston, TX	<u>106.64</u>
					1633.69

Legoudes, Melissa	5/22/2014	5/23/2014	Pospaper.Com	08774697655, FL	296.45
Legoudes, Melissa	5/21/2014	5/22/2014	Ds Waters Standard Cof	Mableton, GA	12
Legoudes, Melissa	5/21/2014	5/22/2014	Ds Waters Standard Cof	Mableton, GA	131.89
Legoudes, Melissa	5/17/2014	5/19/2014	Office Depot #2093	Spring, TX	72.91
Legoudes, Melissa	5/17/2014	5/19/2014	Michaels Stores 2760	Spring, TX	14.99
Legoudes, Melissa	5/15/2014	5/16/2014	Rosewood Flower Shop	Humble, TX	58.5
Legoudes, Melissa	5/15/2014	5/19/2014	The Home Depot 576	Humble, TX	31.84
Legoudes, Melissa	5/13/2014	5/14/2014	Walgreens #0496	Humble, TX	11.25
Legoudes, Melissa	5/9/2014	5/12/2014	Rosewood Flower Shop	Humble, TX	58.5
Legoudes, Melissa	5/5/2014	5/6/2014	Astro Lock And Safe	Humble, TX	75
Legoudes, Melissa	5/4/2014	5/6/2014	Lexisnexis Risk Mgt	08883328244, FL	185.15
Legoudes, Melissa	5/3/2014	5/5/2014	Ups 292441s91ig	800-811-1648, GA	6.07
Legoudes, Melissa	5/2/2014	5/5/2014	Ups 1zvt75860394697344	800-811-1648, GA	12.92
Legoudes, Melissa	5/2/2014	5/6/2014	Bob Barker Company Inc	800-235-8586, NC	761.94
Legoudes, Melissa	5/1/2014	5/2/2014	Michaels Stores 5813	Humble, TX	51.9
Legoudes, Melissa	4/30/2014	5/5/2014	Bob Barker Company Inc	800-235-8586, NC	<u>893.28</u>
					2674.59

Legoudes, Michael	5/30/2014	5/30/2014	Cdw Government	800-750-4239, IL	382.68
Legoudes, Michael	5/28/2014	5/30/2014	Apco International Inc	386-944-2422, FL	30
Legoudes, Michael	5/23/2014	5/26/2014	Apco International Inc	386-944-2422, FL	30
Legoudes, Michael	5/21/2014	5/23/2014	Apco International Inc	386-944-2422, FL	30
Legoudes, Michael	5/19/2014	5/20/2014	Office Depot #262	Humble, TX	135.99
Legoudes, Michael	5/19/2014	5/20/2014	Office Max	Humble, TX	31.99
Legoudes, Michael	5/17/2014	5/19/2014	Apco International Inc	386-944-2422, FL	30
Legoudes, Michael	5/13/2014	5/14/2014	Amazonprime Membership	Amzn.Com/Prme, NV	-107.17

Legoudes, Michael	5/13/2014	5/14/2014	Zoll Medical Corp	978-421-9655, MA	155.22
Legoudes, Michael	5/9/2014	5/12/2014	Amazonprime Membership	Amzn.Com/Prme, NV	107.17
Legoudes, Michael	5/7/2014	5/8/2014	In Plastix Plus	281-4693451, TX	3400
Legoudes, Michael	5/1/2014	5/5/2014	Robbins Chevrolet	Humble, TX	67.11
Legoudes, Michael	4/30/2014	5/1/2014	Office Depot #262	Humble, TX	<u>57.97</u>
					4350.96
Lemoine, Larry	5/19/2014	5/21/2014	The Home Depot 576	Humble, TX	11.87
Love, Kenneth	5/12/2014	5/13/2014	Lone Star Uniforms	Houston, TX	231.9
Love, Kenneth	5/9/2014	5/12/2014	Lone Star Uniforms	Houston, TX	595
Love, Kenneth	5/1/2014	5/2/2014	Lone Star Uniforms	Houston, TX	595.95
Love, Kenneth	5/1/2014	5/2/2014	Lone Star Uniforms	Houston, TX	248.8
Love, Kenneth	5/1/2014	5/2/2014	Lone Star Uniforms	Houston, TX	125.9
Love, Kenneth	5/1/2014	5/2/2014	Lone Star Uniforms	Houston, TX	737.4
Love, Kenneth	4/30/2014	5/1/2014	Paypal Humanerestr	4029357733, CA	<u>297.95</u>
					2832.9
Martin, Mark	5/5/2014	5/6/2014	Mister Car Wash #9 Qps	Humble, TX	12.99
Martinez, Fidel	5/23/2014	5/26/2014	Mister Car Wash #9 Qps	Humble, TX	7
Martinez, Fidel	5/5/2014	5/6/2014	Clean City Innovations	Highland Park, IL	<u>65.97</u>
					72.97
Mccaa, George	5/28/2014	5/30/2014	The Home Depot 576	Humble, TX	25.18
Mccaa, George	5/28/2014	5/30/2014	The Home Depot 576	Humble, TX	49.98
Mccaa, George	5/27/2014	5/28/2014	Elliott Electric Suppl	Nacogdoches, TX	127.5
Mccaa, George	5/27/2014	5/28/2014	Elliott Electric Suppl	Nacogdoches, TX	82.5
Mccaa, George	5/23/2014	5/26/2014	The Home Depot 576	Humble, TX	39.44
Mccaa, George	5/23/2014	5/26/2014	The Home Depot 576	Humble, TX	22.92
Mccaa, George	5/22/2014	5/26/2014	The Home Depot 576	Humble, TX	96.64
Mccaa, George	5/14/2014	5/16/2014	The Home Depot 576	Humble, TX	4.33
Mccaa, George	5/14/2014	5/16/2014	The Home Depot 576	Humble, TX	41.89
Mccaa, George	5/13/2014	5/15/2014	The Home Depot 576	Humble, TX	71.44
Mccaa, George	5/13/2014	5/15/2014	The Home Depot 576	Humble, TX	79.19
Mccaa, George	5/9/2014	5/12/2014	Rugby Architectural Bl	Concord, NH	162
Mccaa, George	5/9/2014	5/12/2014	Circle Saw Builders Su	Houston, TX	36.9
Mccaa, George	5/8/2014	5/12/2014	Astro Lock And Safe	Humble, TX	39.8
Mccaa, George	5/7/2014	5/12/2014	The Home Depot 576	Humble, TX	148.44
Mccaa, George	5/5/2014	5/7/2014	The Home Depot 576	Humble, TX	146.88
Mccaa, George	5/2/2014	5/5/2014	The Home Depot 576	Humble, TX	7.52
Mccaa, George	5/1/2014	5/2/2014	Pittsburgh Paints 9613	Humble, TX	30.75
Mccaa, George	5/1/2014	5/5/2014	The Home Depot 576	Humble, TX	96.52
Mccaa, George	4/30/2014	5/1/2014	Pittsburgh Paints 9613	Humble, TX	24.68
Mccaa, George	4/30/2014	5/2/2014	The Home Depot 576	Humble, TX	<u>29.39</u>
					1363.89

Meadows, Gordon	5/28/2014	5/29/2014	Champion Rentals Inc 1	Houston, TX	2410.82
Meadows, Gordon	5/22/2014	5/26/2014	Gulf Packaging, Inc.	8006245939, IL	325.8
Meadows, Gordon	5/2/2014	5/5/2014	M D N Enterprises	New Caney, TX	364.6
Meadows, Gordon	4/30/2014	5/1/2014	Wal-Mart #1837	Humble, TX	<u>1.76</u>
					3102.98
Michaud, Paula	5/27/2014	5/29/2014	At&T N088 10778	08003310500, FL	199.99
Michaud, Paula	5/20/2014	5/21/2014	004 Centurylink lvr	877-290-5458, LA	131.07
Michaud, Paula	5/20/2014	5/21/2014	004 Centurylink lvr	877-290-5458, LA	51.83
Michaud, Paula	5/20/2014	5/21/2014	004 Centurylink lvr	877-290-5458, LA	458.13
Michaud, Paula	5/20/2014	5/21/2014	004 Centurylink lvr	877-290-5458, LA	117.18
Michaud, Paula	5/20/2014	5/21/2014	004 Centurylink lvr	877-290-5458, LA	13658.78
Michaud, Paula	5/13/2014	5/15/2014	Wm Ezpay	866-834-2080, TX	<u>2013.16</u>
					16630.14
Miller, Craig	5/16/2014	5/19/2014	Autozone #1472	Humble, TX	24.35
Mittag, Jeremy	5/27/2014	5/29/2014	The Home Depot 576	Humble, TX	56.23
Mittag, Jeremy	5/27/2014	5/29/2014	The Home Depot 576	Humble, TX	-4.29
Mittag, Jeremy	5/22/2014	5/26/2014	The Home Depot 576	Humble, TX	739
Mittag, Jeremy	5/20/2014	5/21/2014	Great Southwest Paper	713-223-5050, TX	1562.81
Mittag, Jeremy	5/20/2014	5/22/2014	The Home Depot 576	Humble, TX	349
Mittag, Jeremy	5/16/2014	5/19/2014	The Home Depot 576	Humble, TX	548
Mittag, Jeremy	5/15/2014	5/19/2014	The Home Depot 576	Humble, TX	18
Mittag, Jeremy	5/14/2014	5/15/2014	Office Depot #262	Humble, TX	113.94
Mittag, Jeremy	4/30/2014	5/2/2014	Sign Mart Of Humble	Humble, TX	<u>150</u>
					3532.69
Moreno, Edis	5/19/2014	5/20/2014	Oreilly Auto 00004192	Humble, TX	14.36
Moreno, Edis	5/5/2014	5/7/2014	The Home Depot 576	Humble, TX	<u>31.19</u>
					45.55
Naquin, Leroy	5/21/2014	5/23/2014	Pittsburgh Paints 9613	Humble, TX	191.43
Naquin, Leroy	5/19/2014	5/20/2014	Ferguson Ent #2725	281-446-3869, TX	7.96
Naquin, Leroy	5/19/2014	5/21/2014	The Home Depot 576	Humble, TX	50.12
Naquin, Leroy	4/29/2014	5/1/2014	The Home Depot 576	Humble, TX	<u>31.92</u>
					281.43
Neeley, William	5/5/2014	5/6/2014	Batteries Plus #42	Conroe, TX	1039.1
Neeley, William	5/21/2014	5/22/2014	Ram Products Ltd	Grand Prairie, TX	127.34
Neeley, William	5/16/2014	5/19/2014	Ram Products Ltd	Grand Prairie, TX	209.97
Neeley, William	5/13/2014	5/15/2014	Napa Store 4077007	Humble, TX	80.01
Neeley, William	5/6/2014	5/8/2014	Napa Store 4077007	Humble, TX	17.93
Neeley, William	5/5/2014	5/7/2014	Napa Store 4077007	Humble, TX	48.16
Neeley, William	5/1/2014	5/5/2014	Napa Store 4077007	Humble, TX	<u>206.74</u>

					1729.25
Niemeyer, Eugene	5/12/2014	5/13/2014	Kroger #388	Houston, TX	44.09
Niemeyer, Eugene	5/9/2014	5/12/2014	Mes Municipal Emerg	2033044113, CT	2588.48
Niemeyer, Eugene	5/9/2014	5/12/2014	Mes Municipal Emerg	2033044113, CT	400
Niemeyer, Eugene	5/9/2014	5/12/2014	Mes Municipal Emerg	2033044113, CT	688.76
Niemeyer, Eugene	5/9/2014	5/12/2014	Mes Municipal Emerg	2033044113, CT	10283.02
Niemeyer, Eugene	5/9/2014	5/12/2014	The Home Depot 576	Humble, TX	<u>407.67</u>
					14412.02
Nykaza, James	5/26/2014	5/27/2014	Bestbuymktplace	888-237289, MN	1057
Nykaza, James	5/24/2014	5/26/2014	Weathertech Macneil	800-441-6287, IL	197.9
Nykaza, James	5/23/2014	5/26/2014	Academy Sports #21	Humble, TX	269.98
Nykaza, James	5/15/2014	5/19/2014	Astro Lock And Safe	Humble, TX	27.99
Nykaza, James	5/13/2014	5/15/2014	Harbor Freight Tools 4	Humble, TX	19.99
Nykaza, James	5/12/2014	5/13/2014	Best Buy 00002550	Humble, TX	109.98
Nykaza, James	5/9/2014	5/9/2014	Int'L Code Council Inc	888-422-7233, IL	433.5
Nykaza, James	5/7/2014	5/9/2014	N. C. Eagle Services,	New Caney, TX	170
Nykaza, James	5/6/2014	5/6/2014	Int'L Code Council Inc	888-422-7233, IL	125
Nykaza, James	5/1/2014	5/2/2014	Mister Car Wash #19qps	Humble, TX	<u>15</u>
					2426.34
Ortiz, Raul	5/29/2014	5/30/2014	Mister Car Wash #9 Qps	Humble, TX	19.99
Ortiz, Raul	5/22/2014	5/26/2014	Astro Lock And Safe	Humble, TX	53.04
Ortiz, Raul	5/16/2014	5/19/2014	Radioshack Cor00182758	Humble, TX	75.45
Ortiz, Raul	5/15/2014	5/19/2014	Party City 175	Humble, TX	<u>2716.99</u>
					2865.47
Outlaw, Gary	5/28/2014	5/29/2014	LI Bean Mailorder	800-341-4341, ME	192
Outlaw, Gary	5/22/2014	5/26/2014	Lake Houston Area Cham	Humble, TX	325
Outlaw, Gary	5/21/2014	5/23/2014	N. C. Eagle Services,	New Caney, TX	629.82
Outlaw, Gary	5/19/2014	5/20/2014	Mister Car Wash #9 Qps	Humble, TX	39.99
Outlaw, Gary	5/12/2014	5/13/2014	Best Buy 00002550	Humble, TX	<u>29.99</u>
					1216.8
Outlaw, Martha	5/7/2014	5/8/2014	Minuteman Press	Humble, TX	73.87
Ower, Teresa	5/21/2014	5/22/2014	Usps 48419003331404999	Humble, TX	1.3
Ower, Teresa	5/8/2014	5/12/2014	Four Points Galveston	Galveston, TX	144.25
Ower, Teresa	5/1/2014	5/2/2014	Texas Municipal League	512-231-7400, TX	<u>350</u>
					495.55
Pederson, Devin	5/26/2014	5/27/2014	Oreilly Auto 00004192	Humble, TX	5.79
Pennington, Robert	5/15/2014	5/19/2014	Sign Mart Of Humble	Humble, TX	95
Pennington, Robert	5/7/2014	5/8/2014	Mcc Elite Auto Paintin	Humble, TX	<u>2427.93</u>

					2522.93
Peters, Richard	5/28/2014	5/29/2014	Wm Supercenter #1837	Humble, TX	158.83
Peters, Richard	5/28/2014	5/29/2014	Lowes #00750	Kingwood, TX	479.92
Peters, Richard	5/22/2014	5/23/2014	Office Depot #262	Humble, TX	17.99
Peters, Richard	5/14/2014	5/15/2014	Office Depot #262	Humble, TX	25.98
Peters, Richard	5/1/2014	5/5/2014	Rad Systems	Denham Sprngs, LA	168
Peters, Richard	4/30/2014	5/1/2014	Office Depot #262	Humble, TX	<u>63.26</u>
					913.98
Phillips, Aimee	5/23/2014	5/26/2014	Vsn Dotgovregistration	877-734-4688, VA	125
Phillips, Aimee	5/23/2014	5/26/2014	Vsn Dotgovregistration	877-734-4688, VA	125
Phillips, Aimee	5/23/2014	5/26/2014	Vsn Dotgovregistration	877-734-4688, VA	125
Phillips, Aimee	5/20/2014	5/20/2014	Amer Assoc Notarieswe	713-644-2299, TX	71
Phillips, Aimee	5/8/2014	5/9/2014	Target 00014571	Humble, TX	44.7
Phillips, Aimee	5/8/2014	5/9/2014	Kroger #388	Houston, TX	289.85
Phillips, Aimee	5/8/2014	5/9/2014	Chuy'S	Humble, TX	<u>13.71</u>
					794.26
Pizzitola, Michael	5/19/2014	5/21/2014	The Home Depot 576	Humble, TX	36
Pizzitola, Michael	5/8/2014	5/12/2014	Morenos Mexican Restau	Houston, TX	<u>20</u>
					56
Price, Charissa	5/22/2014	5/26/2014	Apco International Inc	386-944-2422, FL	30
Price, Charissa	5/21/2014	5/23/2014	Apco International Inc	386-944-2422, FL	<u>30</u>
					60
Rhodes, Victoria	5/7/2014	5/9/2014	Pods #39	Houston, TX	185
Rhodes, Victoria	5/5/2014	5/8/2014	Office Depot #1127	800-463-3768, TX	<u>928.46</u>
					1113.46
Richard, Dale	5/15/2014	5/19/2014	M D N Enterprises	New Caney, TX	90.39
Richard, Dale	5/6/2014	5/12/2014	Hach Company	Loveland, CO	<u>495.27</u>
					585.66
Rivera, Marvin	5/2/2014	5/5/2014	Paypal Classenbuck	4029357733, CA	56.5
Rivera, Marvin	5/2/2014	5/5/2014	Paypal Classenbuck	4029357733, CA	<u>56.5</u>
					113
Rodriguez, Jose	5/29/2014	5/30/2014	Wm Supercenter #1837	Humble, TX	85.68
Rodriguez, Jose	5/15/2014	5/19/2014	The Home Depot 576	Humble, TX	67.1
Rodriguez, Jose	5/14/2014	5/16/2014	The Home Depot 576	Humble, TX	171.69
Rodriguez, Jose	5/13/2014	5/15/2014	Shell Oil 57543432801	Humble, TX	23.33
Rodriguez, Jose	5/12/2014	5/14/2014	Sears Roebuck 1417	Humble, TX	47.98
Rodriguez, Jose	5/9/2014	5/12/2014	Ace Mart Restaurant Su	Spring, TX	193.2
Rodriguez, Jose	5/9/2014	5/12/2014	Brookside Equipment Sa	Spring, TX	677.05

Rodriguez, Jose	5/6/2014	5/8/2014	Aztec Rental Center	Houston, TX	40.8
Rodriguez, Jose	4/29/2014	5/1/2014	Chevron 0155226	Humble, TX	<u>26.94</u>
					1333.77
Schultz, Jacob	5/22/2014	5/26/2014	The Home Depot 576	Humble, TX	9.97
Schultz, Jacob	5/22/2014	5/26/2014	Southwaste Disposal	7134139400, TX	365
Schultz, Jacob	5/21/2014	5/22/2014	Sq Kathleen Weiric	04153753176, TX	485.12
Schultz, Jacob	5/21/2014	5/23/2014	The Home Depot 576	Humble, TX	150
Schultz, Jacob	5/21/2014	5/23/2014	The Home Depot 576	Humble, TX	-65.46
Schultz, Jacob	5/20/2014	5/22/2014	The Home Depot 576	Humble, TX	138.95
Schultz, Jacob	5/14/2014	5/15/2014	B Dependable Plumbing	Cleveland, TX	663.75
Schultz, Jacob	5/12/2014	5/14/2014	Astro Lock And Safe	Humble, TX	222.9
Schultz, Jacob	5/8/2014	5/12/2014	The Home Depot 576	Humble, TX	22.91
Schultz, Jacob	5/7/2014	5/12/2014	The Home Depot 576	Humble, TX	936.58
Schultz, Jacob	5/6/2014	5/8/2014	The Home Depot 576	Humble, TX	49.2
Schultz, Jacob	5/6/2014	5/8/2014	The Home Depot 576	Humble, TX	1063.9
Schultz, Jacob	5/6/2014	5/8/2014	Mueller Inc Store 10-C	Willis, TX	523.05
Schultz, Jacob	5/5/2014	5/7/2014	The Home Depot 576	Humble, TX	78.28
Schultz, Jacob	5/1/2014	5/2/2014	Sq Casey Service	Humble, TX	320
Schultz, Jacob	4/30/2014	5/2/2014	The Home Depot 576	Humble, TX	30.87
Schultz, Jacob	4/29/2014	5/1/2014	Warren Sw Refrigeratio	Houston, TX	520
Schultz, Jacob	4/29/2014	5/1/2014	Warren Sw Refrigeratio	Houston, TX	<u>7700</u>
					13215.02
Scott, Randy	5/27/2014	5/29/2014	The Home Depot 576	Humble, TX	23.98
Scott, Randy	5/23/2014	5/26/2014	Vitalpet 1	Humble, TX	15
Scott, Randy	5/22/2014	5/23/2014	Vitalpet 1	Humble, TX	160
Scott, Randy	5/20/2014	5/21/2014	Paypal Bookoo Inc	4029357733, IL	35
Scott, Randy	5/20/2014	5/22/2014	Loop 494 Animal Hospit	Kingwood, TX	62.99
Scott, Randy	5/19/2014	5/20/2014	Vitalpet 1	Humble, TX	15
Scott, Randy	5/19/2014	5/20/2014	Tractor-Supply-Co #040	Porter, TX	29.95
Scott, Randy	5/16/2014	5/19/2014	The Home Depot 576	Humble, TX	24.97
Scott, Randy	5/13/2014	5/15/2014	Astro Lock And Safe	Humble, TX	6
Scott, Randy	5/12/2014	5/13/2014	Animal Emerg Clinic Ne	Humble, TX	145.5
Scott, Randy	5/10/2014	5/12/2014	The Home Depot 576	Humble, TX	9.99
Scott, Randy	5/9/2014	5/12/2014	The Home Depot 576	Humble, TX	47.96
Scott, Randy	5/5/2014	5/6/2014	Vitalpet 1	Humble, TX	15
Scott, Randy	5/2/2014	5/5/2014	Radioshack Cor00182758	Humble, TX	14.99
Scott, Randy	5/2/2014	5/5/2014	Texas Litter Control	Spring, TX	<u>159</u>
					765.33
Stanford, Paul	4/30/2014	5/1/2014	Paypal Classenbuck	4029357733, CA	38.5
Stanford, Paul	4/30/2014	5/1/2014	Paypal Classenbuck	4029357733, CA	<u>38.5</u>
					77
Stephens, Philisa	5/16/2014	5/16/2014	Cdw Government	800-750-4239, IL	3312.73

Stephens, Philisa	5/16/2014	5/19/2014	Amazon Mktplace Pmts	Amzn.Com/Bill, WA	283.46
Stephens, Philisa	5/15/2014	5/19/2014	At&T K909 7322	Humble, TX	68.6
Stephens, Philisa	5/6/2014	5/6/2014	Cdw Government	800-750-4239, IL	146.3
Stephens, Philisa	5/6/2014	5/6/2014	Cdw Government	800-750-4239, IL	634.03
Stephens, Philisa	5/6/2014	5/6/2014	Cdw Government	800-750-4239, IL	<u>1416.65</u>
					5861.77
Stuebe, Jason	5/15/2014	5/16/2014	Texas Municipal League	512-231-7400, TX	400
Sutton, Tyson	5/19/2014	5/20/2014	Petco 463 63504633	The Woodlands, TX	44.99
Sutton, Tyson	5/10/2014	5/12/2014	Petco 463 63504633	The Woodlands, TX	<u>49.99</u>
					94.98
Taska, Allison	5/28/2014	5/29/2014	Humble Camera Center	Humble, TX	380
Taska, Allison	5/16/2014	5/19/2014	Aa Action Plumbing Of	02812272000, TX	1864.25
Taska, Allison	5/14/2014	5/15/2014	In Plastix Plus	281-4693451, TX	996.9
Taska, Allison	5/2/2014	5/5/2014	Houston Chronicle Circ	07133627211, TX	<u>215.8</u>
					3456.95
Taylor, Christopher	5/29/2014	5/30/2014	Radioshack Cor00182758	Humble, TX	144.42
Taylor, Christopher	5/29/2014	5/30/2014	Mister Car Wash #9 Qps	Humble, TX	19.99
Taylor, Christopher	5/22/2014	5/26/2014	The Home Depot 576	Humble, TX	87.49
Taylor, Christopher	5/22/2014	5/26/2014	The Home Depot 576	Humble, TX	109.62
Taylor, Christopher	5/22/2014	5/26/2014	The Home Depot 576	Humble, TX	-47.52
Taylor, Christopher	5/15/2014	5/19/2014	The Home Depot 576	Humble, TX	40.17
Taylor, Christopher	5/12/2014	5/14/2014	The Home Depot 576	Humble, TX	44.9
Taylor, Christopher	5/9/2014	5/12/2014	The Home Depot 576	Humble, TX	<u>101.84</u>
					500.91
Terry, Jack	5/27/2014	5/29/2014	The Home Depot 576	Humble, TX	8.94
Terry, Jack	5/21/2014	5/22/2014	Small Engine Supply	Humble, TX	<u>447.36</u>
					456.3
Tullos, Bradley	5/28/2014	5/30/2014	Lansdowne-Moody Co (Ho	Houston, TX	56
Tullos, Bradley	5/27/2014	5/29/2014	Lansdowne-Moody Co (Ho	Houston, TX	56
Tullos, Bradley	5/19/2014	5/20/2014	Lowes #00750	Kingwood, TX	58.36
Tullos, Bradley	5/15/2014	5/19/2014	The Home Depot 576	Humble, TX	406.24
Tullos, Bradley	5/6/2014	5/7/2014	Lupe Tortilla #3	Webster, TX	<u>46.8</u>
					623.4
Turner, Kathy	5/21/2014	5/22/2014	Office Depot #1127	800-463-3768, TX	52.74
Turner, Kathy	5/1/2014	5/2/2014	Office Depot #1127	800-463-3768, TX	<u>60.77</u>
					113.51
Villa, Joel	5/16/2014	5/19/2014	Samsclub #6367	Humble, TX	252.76
Villa, Joel	5/16/2014	5/19/2014	The Home Depot 576	Humble, TX	25.92

Villa, Joel	5/15/2014	5/19/2014	The Home Depot 576	Humble, TX	11.94
Villa, Joel	5/14/2014	5/16/2014	Jamieson Fence Supply	Houston, TX	631.73
Villa, Joel	5/13/2014	5/15/2014	Lansdowne-Moody Co (Ho	Houston, TX	279.5
Villa, Joel	5/12/2014	5/14/2014	Direct Grass Services	Humble, TX	121
Villa, Joel	5/12/2014	5/14/2014	Direct Grass Services	Humble, TX	121
Villa, Joel	5/12/2014	5/14/2014	Direct Grass Services	Humble, TX	121
Villa, Joel	5/2/2014	5/5/2014	The Home Depot 576	Humble, TX	25.28
Villa, Joel	4/30/2014	5/1/2014	Southern Fastening Sys	281-219-2631, TX	83.53
Villa, Joel	4/30/2014	5/2/2014	The Home Depot 576	Humble, TX	<u>5.2</u>
					1678.86
Waldroup, Cynthia	5/27/2014	5/28/2014	Office Depot #1127	800-463-3768, TX	7.74
Waldroup, Cynthia	5/27/2014	5/28/2014	Office Depot #1127	800-463-3768, TX	74.97
Waldroup, Cynthia	5/20/2014	5/21/2014	Office Depot #1080	800-463-3768, CO	14.61
Waldroup, Cynthia	5/20/2014	5/21/2014	Office Depot #1127	800-463-3768, TX	394.58
Waldroup, Cynthia	5/1/2014	5/2/2014	Office Depot #1079	800-463-3768, TX	7.05
Waldroup, Cynthia	5/1/2014	5/2/2014	Office Depot #1127	800-463-3768, TX	<u>48.79</u>
					547.74
Walker, Brandy	5/15/2014	5/16/2014	Ctyclk R Property	713-7556439, TX	227
Walker, Brandy	5/14/2014	5/15/2014	Coh Parking Mgmt	Houston, TX	2
Walker, Brandy	4/30/2014	5/1/2014	Ds Waters Standard Cof	Mableton, GA	<u>63.04</u>
					292.04
Warman, Gary	5/6/2014	5/7/2014	Saltgrass-Humble	Humble, TX	32.03
Watkins, Wyatt	5/14/2014	5/16/2014	Acs Government Systems	Urbandale, IA	1276
Watkins, Wyatt	5/14/2014	5/16/2014	Acs Government Systems	Urbandale, IA	<u>1276</u>
					2552
Wisnbaker, Jeffrey	5/22/2014	5/26/2014	The Home Depot 576	Humble, TX	9.98
Wisnbaker, Jeffrey	5/15/2014	5/19/2014	At&T K909 7322	Humble, TX	<u>75.02</u>
					85
Zavala, Sylvia	5/5/2014	5/6/2014	Md Online Inc	888-499-5465, NJ	75

COUNCIL MEETING
6-26-2014
AGENDA ITEM #2C

MONTHLY REPORTS

City of Humble



Building Department

Monthly Report
May 2014



City of Humble

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

Ray Pearson
Chief Building Official

Monthly Building Report May, 2014

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

<u>Date</u>	<u>Establishment</u>	<u>Address</u>	<u>Type</u>	<u>Const. Cost</u>
5/1/2014	City of Humble Fire Department	108 Main St. W.	Driveway Repair	\$35,487.00
5/5/2014	Humble Smiles	9815 FM 1960 Rd.	Exterior Repairs	\$22,900.00
5/5/2014	AMC Deerbrook 24	20131 Hwy 59 #8000	Concession Stand Alteratio	\$100,000.00
5/6/2014	Hooter's	20150 Hwy 59	Parking Lot Repair	\$75,000.00
5/14/2014	The Vitamin Shoppe	19723 Hwy 59	Interior Remodel	\$120,000.00
5/14/2014	CDI Energy Products	8103 Rankin Rd.	Addition	\$30,000.00
5/15/2014	Child Nurtition Center	1705 Wilson Rd.	Addition	\$142,720.00
5/15/2014	Carolyn Court Apartments	1200 Carolyn Ct.	Exterior Repairs	\$40,000.00
5/19/2014	Kay's Jewelers	20131 Hwy 59 #2144	Tenant Remodel	\$140,000.00
5/29/2014	Wells Fargo	123 Main St. W.	Exterior Repair	\$70,000.00
5/30/2014	Liquor Store	8840 Will Clayton Pkwy #H	Interior Build-Out	\$30,000.00
Total Permits Issued=	11		Total Amount=	\$806,107.00

Commercial / New Construction Building Structure

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

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

<u>Date</u>	<u>Owner or Contractor</u>	<u>Address</u>	<u>Type</u>	<u>Const. Cost</u>
5/7/2014	Fabian Garcia	619 Lexington Sq.	Addition	\$8,000.00
5/14/2014	Joseph Naber	20126 Fieldtree Dr.	Addition	\$10,000.00
5/14/2014	Haydar Al-Kindi	310 N Avenue H	Balcony Cover	\$600.00
5/27/2014	John Benedict	1310 McDuglad Rd.	Interior Alteration	\$13,000.00
Total Permits Issued=	4			\$31,600.00

Residential Dwelling
New Construction

<u>Date</u>	<u>Owner or Contractor</u>	<u>Address</u>	<u>Type</u>	<u>Const. Cost</u>
5/7/2014	Candlewood Homes, Inc.	7706 Pheasant Run Dr.	New Residence	\$159,990.00
Total Permits Issued=	1		Total Amount=	\$159,990.00

Single Family Duplex
New Construction

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

Monthly Building Construction Total

Commercial	Repair	\$806,107.00
Commercial	New	\$0.00
Residential	Repair	\$31,600.00
Residential	New	\$159,990.00
Residential Duplex	New	\$0.00
Building Permits Issued =	16	Total Amount=
		\$997,697.00

Construction Permits Issued

<u>Permit Type</u>	<u>Building Type</u>	<u>Monthly Total</u>
Building Permit:	Residential / Commercial	\$997,697.00
Demolition Permit:	Commercial	\$0.00
Fire Sprinkler:	Commercial	\$3,000.00
Sign Permit:	Commercial	\$18,000.00
Electrical Permit:	Residential / Commercial	\$1,840,165.00
Plumbing Permit:	Residential / Commercial	\$6,284,290.00
Irrigation Permit:	Residential / Commercial	\$0.00
<u>HVAC Permit:</u>	<u>Residential / Commercial</u>	\$341,430.00
May-14	Total Monthly Report	\$9,484,582.00

**Total Permits Issued:
 for May 2014:**

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



City of Humble

Monthly Cash Report

May, 2014

General Fund:	Account:	Description:	Amount:	Total:	
Permits & Reinspection Fees:	Building	5200	\$ 1,616.00		
	Reinspection	5200	x \$ 30.00	\$	
	Total	5200		\$ 1,616.00	
	Electrical	5220		\$ 1,922.00	
	Reinspection	5220	x \$ 30.00	\$ 60.00	
	Total	5220		\$ 1,982.00	
	Plumbing	5230		\$ 6,618.00	
	Reinspection	5230	x \$ 30.00	\$ 30.00	
	Total	5230		\$ 6,648.00	
	Irrigation	5235		\$ -	\$ -
	HVAC	5240		\$ 800.00	
	Reinspection	5240	x \$ 30.00	\$	
	Total	5240		\$ 800.00	
Fire Sprinkler	5280		\$ 30.00	\$ 30.00	
Refrigeration	5250		\$ -	\$ -	
Sign	5215		\$ 400.00	\$ 400.00	
License Reg.	5275		\$ 1,700.00	\$ 1,700.00	
Plan Review	5210		\$ 613.00	\$ 613.00	
License:	Beer & Liquor	5260	\$ 1,695.00	\$ 1,695.00	
Misc.:	BA	5270	18 x \$ 25.00	\$ 450.00	
	PM	5270	2 x \$ 100.00	\$ 200.00	
	WU	5270	1 x \$Pro-rate	\$ 75.00	
	WO	5270	1 x \$ 25.00	\$ 25.00	
		5270	x	\$ -	
		5270	x	\$ -	
		5270	x	\$ -	
		5270	x	\$ -	
		5270	x	\$ -	
	Total	5270		\$ 750.00	
Others:	Plat Fee	3800	\$ 475.00		
	Total	3800		\$ 475.00	
	False Alarms Fees	5420	\$ 575.00	\$ 575.00	
	Cust. Ret. Check	1520	\$	\$ -	
Rentals:	Pavillion	5330	\$ 250.00	\$ 250.00	
Over/Short		5500	\$	\$ -	
Total Bank Deposit:	1070		\$ 13,416.00	\$ 13,416.00	
Total Credit Card Deposit:	1070		\$ 4,118.00	\$ 4,118.00	
Total Deposit:	1070		\$ 17,534.00	\$ 17,534.00	
Name:	Brandy Walker		Date:	June 17, 2014	

COUNCIL MEETING
6-26-2014
AGENDA ITEM #2D

CORRESPONDENCE

The logo for the Texas Municipal League, featuring a green square with a white star in the center. The words "Texas", "Municipal", and "League" are stacked vertically in white text within the square.

Legislative UPDATE

June 20, 2014
Number 21

Federal Bill Would Cost Texas Cities \$51 Million

On Wednesday of this week the House Judiciary Committee passed H.R. 3086, the Permanent Internet Tax Freedom Act, over objections and amendments from Texas representatives. The bill would permanently ban Internet taxing authority, similar to the existing moratorium on Internet taxes except in one key respect: the new bill would cancel a grandfathering provision that permits ten states, including Texas, to continue pre-existing taxes on Internet access. Texas, and Texas cities, currently apply sales taxes to Internet access charges in excess of \$25 per month.

The net effect of the bill, if passed, on the State of Texas would be a \$280 million loss per year, and \$51 million per year loss for Texas cities.

Next in the Congressional process is for the bill to be scored by the Congressional Budget Office. Then the bill could be passed by the U.S. House. Concerned city officials should contact their U.S. House members now. The message is this: while Texas officials don't seek new taxing authority in this area, we do wish to maintain existing sales taxes. Accordingly, H.R. 3086 must be amended to continue the grandfathering clause of the existing moratorium. Otherwise cities will lose \$51 million in revenue that pays for streets, police, and fire protection, among other critical services.

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COUNCIL MEETING

6-26-2014

AGENDA ITEM #3

RESOLUTION 14-735

**ANIMAL SHELTER / MICRO-CHIP FEE
INCREASE**

CITY OF HUMBLE

RESOLUTION NO. 14-735

A RESOLUTION OF THE CITY OF HUMBLE, TEXAS, AMENDING THE ANIMAL CONTROL FEE SCHEDULE BY INCREASING THE FEE FOR ANIMAL MICRO-CHIPS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Resolution 13-722 establishing fees for the Animal Shelter; and

WHEREAS, Animal micro-chips have been provided at no charge to Humble residents and \$10.00 to non-residents through a generous donation by the Estate of Aneta Fay Smith; and

WHEREAS, the Animal Shelter has exhausted the original funds from that donation; and

WHEREAS, the Animal Shelter would like to continue micro-chipping all animals handled by the City and/or owned by the residents of Humble; now therefore

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

Section 1: The City Council of the City of Humble, Texas hereby amends the Animal Shelter Fee Schedule as shown in the attached Exhibit "A."

Section 3: This resolution is effective immediately upon its passage.

PASSED, APPROVED, AND RESOLVED this the 26th day of June 2014.

APPROVED:

D.G. McMannes
Mayor

ATTEST:

Jason Stuebe
City Secretary

EXHIBIT "A"
ANIMAL MICRO-CHIP FEES

Resident of Humble	\$10.00 per chip
Non-resident of Humble	No chip, except at micro-chip event.
Animal adopted from shelter	\$10.00 per chip
Micro-chip Event	
Resident of Humble	\$10.00 per chip
Non-resident of Humble	\$20.00 per chip
Animal adopted from shelter	\$10.00 per chip

***All fees must be paid by personal check or cash only.**



City of Humble

Public Works Department

102 Granberry St., Humble, Texas 77338

(281) 446-2327 Fax (281) 446-5347

Barry K. Brock

Director of Public Works

6/13/2014

Darrell Boeske, City Manager
City of Humble

Re: Proposed Micro-Chip Rate Increase

Please see the attached request from Randy Scott, Animal Control Office, requesting the increase in the price of Micro-Chips for dogs and cats. In 2007, we received a donation \$10,000 from the Estate of Aneta Fay Smith for the care of dogs and cats that are handled at the City Animal Shelter. Presently we use the funds to offset the cost of Micro-Chipping the animals. These funds are nearly all used up and we would like to propose the attached rate increase so we can continue to Micro-Chipp all of the animals that are handled by the City or owned by residents of Humble.

Should you need additional information or have any questions pertaining to the above, please do not hesitate to contact me.

Barry K. Brock,
Director of Public Works



City of Humble
PUBLIC WORKS DEPARTMENT

102 GRANBERRY HUMBLE, TEXAS 77338 (281) 446-2327 FAX. (281) 446-5347

June 13, 2014

To: Barry K. Brock – Director of Public Works

From: Randy Scott – Animal Control Officer

Re: Micro-chip fees

We currently have an account that was established by a benefactor to be used for our Animal Control Department. We have been using these funds to purchase micro-chips. Below is a breakdown of the fees we currently charge and the fees we would like to charge for micro-chips:

	Current Fee	Proposed Fee
Resident of Humble	No charge	\$10.00 per chip
Non-resident of Humble	\$10.00 per chip	No chip except at microchip event
Animal adopted from shelter	No charge	\$10.00 per chip
Microchip event		
Resident of Humble	No charge	\$10.00 per chip
Non-resident of Humble	\$10.00 per chip	\$20.00 per chip
Animal adopted from shelter	No charge	\$10.00 per chip

We currently pay \$9.99 per chip so the fees would be used to replenish the account and allow us to continue with this service for a longer period of time.

Please contact me if you have any questions or would like any additional information

Respectfully,

Randy Scott

COUNCIL MEETING

6-26-2014

AGENDA ITEM #4

**APPROVAL OF GROUNDWATER REDUCTION
PLAN UPDATE**



June 19, 2014

Mr. Barry K. Brock
Director of Public Works
City of Humble
102 Granberry
Humble, Texas 77338

Re: Groundwater Reduction Plan Update for the City of Humble.

Dear Mr. Brock:

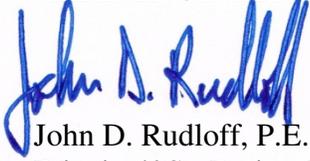
Attached please find the City of Humble Groundwater Reduction Plan Update. The City of Humble is required to have a Groundwater Reduction Plan to convert from ground water to surface water by the Harris-Galveston Coastal Subsidence Regulatory Plan. The City of Humble's Groundwater Reduction Plan was originally prepared and approved in 2002. At that time the City of Humble was required to convert to surface water by the following schedule, 30% surface water in 2010, 70% surface water in 2020, and 80% surface water in 2030. Harris-Galveston Coastal Subsidence District Regulatory Plan was revised in 2013. The revised regulatory plan has changed the dates and amounts for converting to surface water. The attached Groundwater Reduction Plan addresses the revised dates and amounts for the surface water conversion. Under the new Regulatory Plan adopted in 2013, the City is required to convert to 60% surface water in 2025 and 80% surface water in 2035.

As part of this update we also reviewed and modified the water use projections for the City. As you are aware, when these projections were prepared back in 2002 the West Townsen area was to be built out by 2014. We have revised the projection based on an increase 0.90% per year for the City (the historical trend over the past 20 years) and an additional 1million gallons per day for the West Townsen area which is now estimated to be built out by 2028. This plan does require the City to make a second connection to the City of Houston on Rankin Road to provide surface water to the #6 water plant site on Rankin Road by 2025. While not included in the plan, it is also recommended that the extend a surface water transmission line to water plant #9 on Carpenter Road to assist in overall water supply operations. It is also estimated that the City will have to have a third connection to the City of Houston after the 80% surface water requirement. The third connection point is currently anticipated along Wilson Road near Atascocita Road. This location will need to be reevaluated in the future with the City of Houston as to location of the connection as the time for the 80% conversion gets closer and actual water use can be compared with the project water use.

If you have any questions or need any additional information, please call me at 713-400-2755.

Sincerely,

ARKK ENGINEERS, LLC



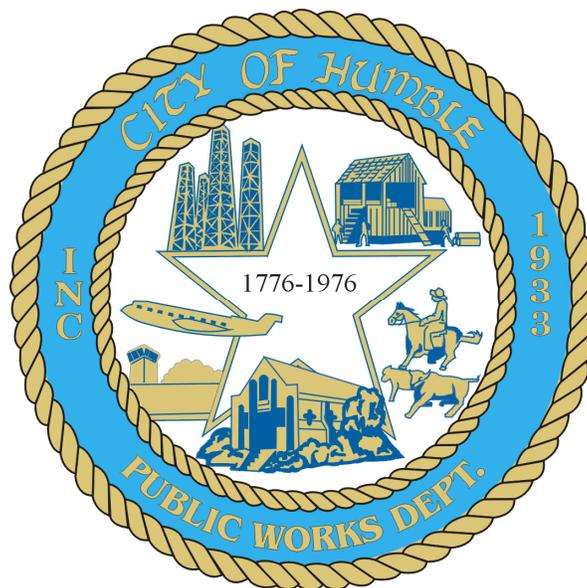
John D. Rudloff, P.E.

Principal/ Sr. Project Manager

GROUNDWATER REDUCTION PLAN

for the

CITY OF HUMBLE, TEXAS



ARKK Job No. 14-002
June 2014



Texas PE Firm No. 13872



June 18, 2014

Mr. Barry K. Brock
Director of Public Works
City of Humble
102 Granberry
Humble, Texas 77338

Re: Groundwater Reduction Plan Update for the City of Humble.

Dear Mr. Brock:

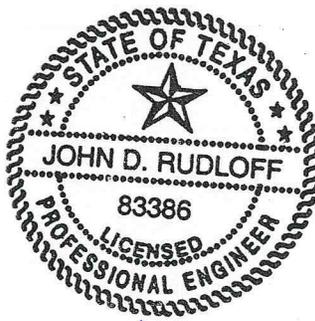
ARKK Engineers, LLC is pleased to submit the City of Humble Groundwater Reduction Plan Report Update. This plan has been updated to reflect the revised conversion dates and surface water conversion percentages for Area 3 of the Harris-Galveston Coastal Subsidence District 2013 Regulatory Plan. This report also revises the estimated water usage based on past usage data and proposed development in the City. If you have any questions or need any additional information, please call me at 713-400-2755.

Sincerely,

ARKK ENGINEERS, LLC

A handwritten signature in blue ink that reads "John D. Rudloff".

John D. Rudloff, P.E.
Principal/ Sr. Project Manager



2/18/14

Table of Contents

1. Introduction	1
2. Existing and Projected Water Usage	2
a. Existing Water Usage	
b. 2025 Projected Water Demand	
c. 2035 Projected Water Demand	
3. General Conversion Plan	3
a. 2025 Plan	
b. 2035 Plan	
4. Summary/Conclusion	4
5. Exhibits	
a. Exhibit 1 – Overall City Map	
b. Exhibit 2 – Rankin Road Connection	
c. Exhibit 3 – Wilson Road Connection	
6. Tables	
a. Table 1 – Projected Water Demands	
b. Table 2 – Construction Timeline	
7. Appendix	
a. Humble’s Current Permits for Groundwater Wells	
b. Contract Between Humble and Houston for Purchasing Water	
c. Contract Amendment Between Humble and Houston for Purchasing Surface Water for Distribution	
d. Regulatory Plan 2013	

Introduction

The Harris-Galveston Coastal Subsidence District (District) Regulator Plan- 1999 required that the City of Humble (Humble) develop a Groundwater Reduction Plan (GRP). The requirements of the GRP were outlined in the document entitled District Regulatory Plan - 1999 published by the Subsidence District. In 2010 the District began a Regulator Plan Update Project. The 2013 Regulatory Plan was the result of the District's analysis and replaces the 1999 Regulatory Plan for all Regulatory Areas within the District. The City of Humble is located in Districts Regulatory Area Three. A summary of the regulations Humble must comply with under the new 2013 Regulatory Plan are as follows:

1. Groundwater withdrawals for each permittee must comprise no than 20% of the permittee's annual total water demand unless the permittee is operating under a certified GRP.
2. A permittee (or a group of permittees operating under a single permit, within the same regulatory area) may submit a Groundwater Reduction Plan to the District's Board of Directors for certification. To qualify for certification a GRP must meet the minimum requirements of this Regulatory Plan. Existing certified CRPs must incorporate any changes required by this Regulator Plan and resubmit that plan for certification no later than July 1, 2014. Any GRP that is not amended and re-certified will remain in effect and the original deadlines and reduction percentages will remain in place.
3. A Permittee operating under a certified GRP must maintain their groundwater withdrawals to comprise no more than 70% of the permittee's total water demand.
4. Beginning with permits issued in 2025, a permittee operating under a certified GRP shall be required to reduce and maintain their groundwater withdrawals to comprise no more than 40% of the permittee's total water demand.
5. Beginning with permits issued in, 2035, and continuing thereafter, a permittee operating under a certified GRP shall be required to reduce and maintain their groundwater withdrawals to comprise no more than 20% of the permittee's total water demand.
6. A disincentive fee shall be applied to any groundwater withdrawals that constitute greater than 20% of a permittee's total water demand unless the permittee is operating under and in compliance with a certified GRP.
7. A disincentive fee shall be applied to any groundwater allocation that constitutes greater than 20% of a permittee's total water demand if that permittee is not in compliance with their certified GRP.
8. Permittees who qualify for the Permit Reconciliation Process shall pay disincentive fees in accordance with that process.

Existing and Projected Water Usage

Water usage was projected by utilizing previous 20 years demand data and calculating a growth trend. Over the past 20 years the increase in water usage has been approximately 0.90% increase in water usage per year due to new development. The area along the West Townsen corridor is in the preliminary stages of development. Based on the projections of the developer it is anticipated that this area will utilize an additional 1 MGD of water when developed out in 10 years. The projection presented account for a .90% increase in water usage for the city as a whole and an additional 100,000 gallons per day per year for the years 2018 to 2028 for the build out of the West Townsen Development. The following projections can be seen in table format in Table 1 through the year 2060.

Existing Water Usage

For the current demand, Humble utilizes five (5) groundwater wells as its primary water source. These groundwater wells are permitted by the District through June 30, 2015 (the current permits are attached in Appendix A). Humble also utilizes an existing connection to Houston's water system to supply the 30% surface water to meet the City's current GRP. The supplemental water is supplied by Houston via a 16" diameter line that fills a ground storage tank. Houston has committed to being able to supply 3.0 MGD at this connection point. This connection will serve as the primary and only groundwater supply that Humble will utilize to achieve its 30% mark through the year 2025. For 2013 the average daily water use was 3.05 MGD which was 70% groundwater from the wells and 30% surface water from the City of Houston Interconnect.

2025 Projected Water Demand

In the year 2025, requirements for conversion from groundwater to surface water stipulate that Humble will need to utilize a minimum of 60% surface water to supply its demands. It is estimated that in the Year 2025, Humble will use approximately 4.20 MGD which will estimate the 60% surface water usage mandated to be approximately 2.52 MGD. Also, in the year 2034, the projected water usage is an estimated 4.68 MGD with the 60% mark needed to meet is approximately 2.81 MGD.

2035 Projected Water Demand

In the year 2035, requirements for conversion from groundwater to surface water stipulate that Humble will need to utilize a minimum of 80% surface water to supply its demands. It is estimated that in the Year 2035, Humble will use approximately 4.71 MGD which will estimate the 80% surface water usage mandated to be approximately 3.77 MGD.

General Conversion Plan

The City of Humble will purchase surface water from the City of Houston to comply with the Rules of the Harris-Galveston Coastal Subsidence District. Humble has a contract with Houston to purchase water through an existing interconnect. There is a Contract in place (see Appendix B for the Original Contract and Appendix C for the Contract Amendment) between Houston and Humble that states that Houston will provide and Humble will purchase the surface water necessary to comply with the Rules of the Harris-Galveston Coastal Subsidence District for Area III.

2025 Plan

In the year 2025, the single connection to Houston's surface water supply appears that it will be adequate to supply Humble with the needed water to meet its 70% mark. However, Humble would like to have a second connection to a surface water supply to add flexibility for their water operations. The second connection will need to be adequate to supplement the amount of water that the primary connection (current connection at FM 1960) provides. It is anticipated that the combination of the two connections will need to be capable of supplying approximately 4.00 MGD. Through conversations with Houston, two possible points for a secondary connection are at Rankin Road (where Houston has an existing 20" distribution line on the west side of US 59) and at Wilson Road (Houston has a line north of Beltway 8). One of these connections will need to be utilized. From the locations of the possible connections, it appears that the most practical and economic choice of the two is the Rankin Road possibility (see Exhibit 2). It is anticipated that a 16" supply line will be needed to supply the water needed by Humble at the second connection (see Exhibit 2).

2035 Plan

In the year 2035 or shortly thereafter, it is anticipated that the two connections (the current connection at FM 1960 and the future connection anticipated at Rankin Road) will not be capable of supplying the 80% of surface water that Humble will demand. At this time, a third point of connection will be needed. It is anticipated that the connection at Wilson Road will need to be utilized. To make this connection, Humble will need to construct a transmission line from the existing Houston line (currently located just north of Beltway 8) to a distribution center (see Exhibit 3). Humble does not have a groundwater tank or distribution capabilities at the Wilson Road connection location. For Humble to take advantage of this connection, a distribution site will need to be constructed or the transmission line extended to an existing site located in the City. For preliminary planning purposes, it is anticipated that Humble will construct a distribution center near the Wilson Road and Atascocita Road intersection.

The primary (FM 1960) and secondary (Rankin Road) connection are anticipated to be capable of supplying approximately 4.0 MGD. From the projected increase in demand, it appears that the third connection will need to be capable of providing approximately 1.5 MGD. It appears that a 12" transmission line will be sufficient for the third connection (Wilson Road).

Summary/Conclusion

- The current connection at FM 1960 will be adequate to supply demand to meet the 30% surface water conversion in 2010. This connection will not need any additional infrastructure improvements to facilitate the conversion at this stage.
- A second connection will be utilized for the 2025 conversion to 60% surface water to provide flexibility in the water operations. The combination of the two connections will need to be able to supply 4.0 MGD. It is anticipated that a 16" supply line will be constructed supplying the second connection.
- A third connection will be needed at some point after the 2035 conversion to 80% surface water. This connection will need to supplement the water demand over and above the 4.0 MGD supplied by the primary connection and the secondary connection. It is anticipated that a 12" transmission line and a ground storage tank will be needed on the south side of the City along Wilson Road.

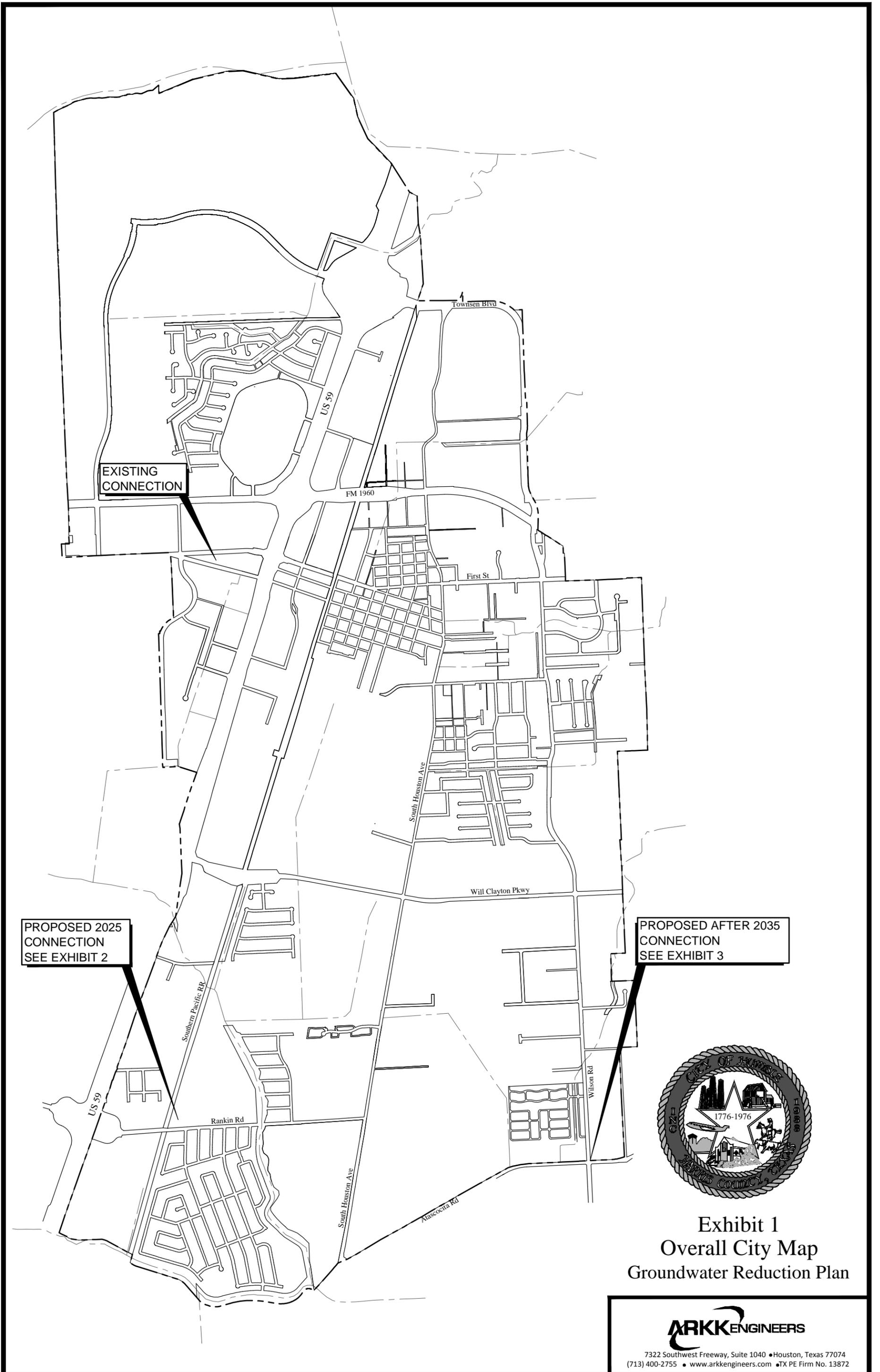


Exhibit 1
Overall City Map
Groundwater Reduction Plan



7322 Southwest Freeway, Suite 1040 • Houston, Texas 77074
 (713) 400-2755 • www.arkkengineers.com • TX PE Firm No. 13872

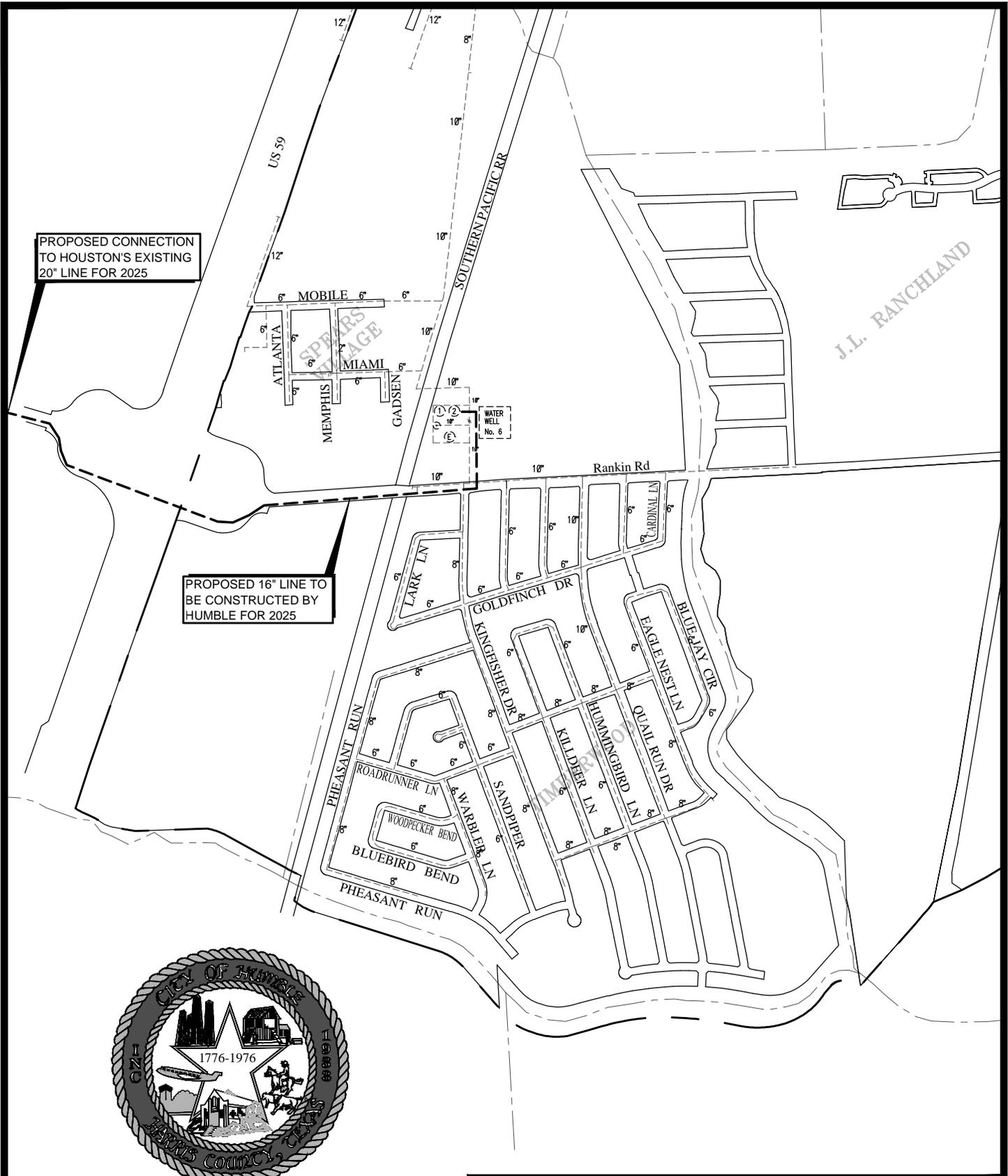
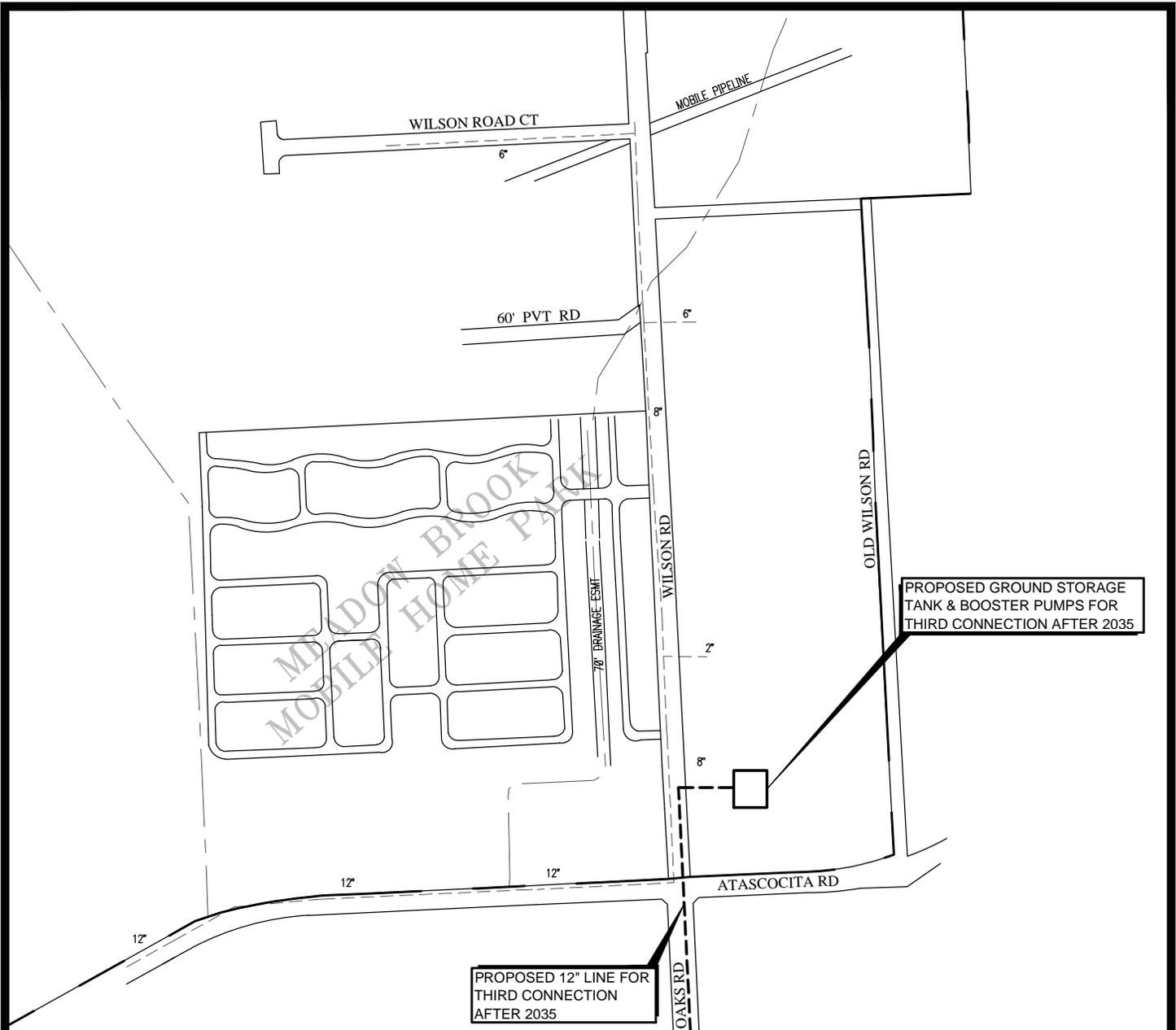


Exhibit 2
 Rankin Road Connection
 Groundwater Reduction Plan

ARKK ENGINEERS

7322 Southwest Freeway, Suite 1040 • Houston, Texas 77074
 (713) 400-2755 • www.arkkengineers.com • TX PE Firm No. 13872



PROPOSED GROUND STORAGE TANK & BOOSTER PUMPS FOR THIRD CONNECTION AFTER 2035

PROPOSED 12" LINE FOR THIRD CONNECTION AFTER 2035

HUMBLE WILL CONSTRUCT LINE TO EXISTING HOUSTON LINE LOCATION



Exhibit 3
Wilson Road Connection
Groundwater Reduction Plan



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(713) 400-2755 • www.arkkengineers.com • TX PE Firm No. 13872

Table 1
City of Humble, Texas
Groundwater Reduction Plan
Projected Water Demands

Assume Townsen to get 1MGD between 2018 and 2028							
Year	Citywide increase units of thousand gallons 0.90%	Townsen MUDD	Total yearly projected water need	Daily Average	30%	60%	80%
2014	1,122,960.50		1,122,960.50	3,076,604.10	922,981.23		
2015	1,133,067.14		1,133,067.14	3,104,293.54	931,288.06		
2016	1,143,264.74		1,143,264.74	3,132,232.18	939,669.65		
2017	1,153,554.13		1,153,554.13	3,160,422.27	948,126.68		
2018	1,163,936.11	36500	1,200,436.11	3,288,866.07	986,659.82		
2019	1,174,411.54	73000	1,247,411.54	3,417,565.86	1,025,269.76		
2020	1,184,981.24	109500	1,294,481.24	3,546,523.95	1,063,957.19		
2021	1,195,646.07	146000	1,341,646.07	3,675,742.67	1,102,722.80		
2022	1,206,406.89	182500	1,388,906.89	3,805,224.35	1,141,567.31		
2023	1,217,264.55	219000	1,436,264.55	3,934,971.37	1,180,491.41		
2024	1,228,219.93	255500	1,483,719.93	4,064,986.12	1,219,495.83		
2025	1,239,273.91	292000	1,531,273.91	4,195,270.99	2,517,162.59		
2026	1,250,427.38	328500	1,578,927.38	4,325,828.43	2,595,497.06		
2027	1,261,681.22	365000	1,626,681.22	4,456,660.89	2,673,996.53		
2028	1,273,036.35	365000	1,638,036.35	4,487,770.83	2,692,662.50		
2029	1,284,493.68	365000	1,649,493.68	4,519,160.77	2,711,496.46		
2030	1,296,054.12	365000	1,661,054.12	4,550,833.22	2,730,499.93		
2031	1,307,718.61	365000	1,672,718.61	4,582,790.72	2,749,674.43		
2032	1,319,488.08	365000	1,684,488.08	4,615,035.83	2,769,021.50		
2033	1,331,363.47	365000	1,696,363.47	4,647,571.16	2,788,542.69		
2034	1,343,345.74	365000	1,708,345.74	4,680,399.30	2,808,239.58		
2035	1,355,435.85	365000	1,720,435.85	4,713,522.89		3,770,818.31	
2036	1,367,634.78	365000	1,732,634.78	4,746,944.60		3,797,555.68	
2037	1,379,943.49	365000	1,744,943.49	4,780,667.10		3,824,533.68	
2038	1,392,362.98	365000	1,757,362.98	4,814,693.10		3,851,754.48	
2039	1,404,894.25	365000	1,769,894.25	4,849,025.34		3,879,220.27	
2040	1,417,538.30	365000	1,782,538.30	4,883,666.57		3,906,933.25	
2041	1,430,296.14	365000	1,795,296.14	4,918,619.57		3,934,895.65	
2042	1,443,168.81	365000	1,808,168.81	4,953,887.14		3,963,109.71	
2043	1,456,157.33	365000	1,821,157.33	4,989,472.13		3,991,577.70	
2044	1,469,262.74	365000	1,834,262.74	5,025,377.38		4,020,301.90	
2045	1,482,486.11	365000	1,847,486.11	5,061,605.77		4,049,284.62	
2046	1,495,828.48	365000	1,860,828.48	5,098,160.22		4,078,528.18	
2047	1,509,290.94	365000	1,874,290.94	5,135,043.67		4,108,034.93	
2048	1,522,874.56	365000	1,887,874.56	5,172,259.06		4,137,807.25	
2049	1,536,580.43	365000	1,901,580.43	5,209,809.39		4,167,847.51	
2050	1,550,409.65	365000	1,915,409.65	5,247,697.68		4,198,158.14	
2051	1,564,363.34	365000	1,929,363.34	5,285,926.95		4,228,741.56	
2052	1,578,442.61	365000	1,943,442.61	5,324,500.30		4,259,600.24	
2053	1,592,648.59	365000	1,957,648.59	5,363,420.80		4,290,736.64	
2054	1,606,982.43	365000	1,971,982.43	5,402,691.59		4,322,153.27	
2055	1,621,445.27	365000	1,986,445.27	5,442,315.81		4,353,852.65	
2056	1,636,038.28	365000	2,001,038.28	5,482,296.65		4,385,837.32	
2057	1,650,762.62	365000	2,015,762.62	5,522,637.32		4,418,109.86	
2058	1,665,619.49	365000	2,030,619.49	5,563,341.06		4,450,672.85	
2059	1,680,610.06	365000	2,045,610.06	5,604,411.13		4,483,528.90	
2060	1,695,735.55	365000	2,060,735.55	5,645,850.83		4,516,680.66	

APPENDIX A

HUMBLE'S CURRENT PERMITS for GROUNDWATER WELLS



May 20, 2014

Humble, City of
Attn: Darrell Boeske, City Manager
C/O:
114 W. Higgins
Humble, Texas 77338

Dear Permittee:

On Wednesday, May 14, 2014, the Board of Directors of the Subsidence District approved permits for

Well No(s) : 1655,1766,
3384,3729,
5722

These permits were granted with the following provision(s) :

This permit is issued based on the permitted allocation or **70%** of total water demand, whichever is smaller. Notice is hereby given that at the time of issuance of this permit, one or more **unresolved violations** committed by the permittee have been referred to the General Manager for compromise and settlement, pursuant to the procedures set forth in Subsidence District Board Resolution No. 96-602. The issuance of this permit does not resolve or negate the violation(s), and the permittee remains responsible for the appropriate settlement or resolution of the violation(s). This provision shall serve as notice that if the permittee fails to accept a compromise and settlement agreement within the time period set forth in the initial compromise and settlement offer or otherwise resolve the violation(s), the General Manager is authorized to file suit in district court for injunctive relief and/or the assessment and recovery of a civil penalty of not less than \$50.00 nor more than \$5,000.00 for each violation and for each day of violation.

This permit is **exempt** from disincentive permit fees based on and subject to the permittee's continued compliance with the requirements and provisions outlined in its groundwater reduction plan certified by the Board of Directors on November 13, 2002. The permittee shall timely achieve the implementation actions, milestones, and other requirements set forth in its groundwater reduction plan. Any change in the plan with respect to the amount or source of alternate water or in the timing of reduction of groundwater shall be filed with the District for its approval in the form of an amendment to the GRP. The permittee shall submit any required progress reports in a form that adequately addresses the projects that have been undertaken to timely reduce its use of groundwater in accordance with its GRP.

Should you have any questions, please contact Eileen Windham, Permit Clerk. 281-486-1105
x331

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Turco', written over a white background.

Mike Turco
General Manager

HARRIS-GALVESTON
SUBSIDENCE DISTRICT
(281) 486-1105
Fax: (281) 218-3700
info@subsidence.org
1660 WEST BAY AREA BLVD.
FRIENDSWOOD, TEXAS
77546-2640
www.subsidence.org

Permittee: Humble, City of

Lead Well: 1655

Reg. Area: **3**

District Plan Compliance: **30%**

2013 Annual Report Pumpage: 779.7 MG

Prev. 12 mos. Groundwater:	799.7 MG	2013 Allocation:	762.7 MG
Prev. 12 mos. Alternate Water:	<u>317.3 MG</u>	2014 Request:	799.7 MG
Prev. 12 mos. Total Water Demand:	1117.0 MG	2014 Recommendation:	799.7 MG

Well	Term	Location	Dia.	Status
1655	7/1/2013 - 6/30/2014	<u>7401 Rankin Road</u>	16"	Renewal Application
1766	7/1/2013 - 6/30/2014	<u>19903 Field Tree</u>	10"	Renewal Application
3384	7/1/2013 - 6/30/2014	<u>9720 FM 1960</u>	16"	Renewal Application
3729	7/1/2013 - 6/30/2014	<u>9901 Carterbury Drive</u>	16"	Renewal Application
5722	7/1/2013 - 6/30/2014	<u>7650 Carpenter Road</u>	20"	Renewal Application

Recommendations

1) Issue a permit for Well No(s). 1655, 1766, 3384, 3729, 5722 for a term of 12 months, commencing 7/1/2014, with a Termination Date of 6/30/2015, in the aggregate amount of 799.7 MG.

2) This permit is issued based on the permitted allocation or **70%** of total water demand, whichever is smaller.

3) Notice is hereby given that at the time of issuance of this permit, one or more **unresolved violations** committed by the permittee have been referred to the General Manager for compromise and settlement, pursuant to the procedures set forth in Subsidence District Board Resolution No. 96-602. The issuance of this permit does not resolve or negate the violation(s), and the permittee remains responsible for the appropriate settlement or resolution of the violation(s). This provision shall serve as notice that if the permittee fails to accept a compromise and settlement agreement within the time period set forth in the initial compromise and settlement offer or otherwise resolve the violation(s), the

General Manager is authorized to file suit in district court for injunctive relief and/or the assessment and recovery of a civil penalty of not less than \$50.00 nor more than \$5,000.00 for each violation and for each day of violation.

4) This permit is **exempt** from disincentive permit fees based on and subject to the permittee's continued compliance with the requirements and provisions outlined in its groundwater reduction plan certified by the Board of Directors on 11/13/2002. The permittee shall timely achieve the implementation actions, milestones, and other requirements set forth in its groundwater reduction plan. Any change in the plan with respect to the amount or source of alternate water or in the timing of reduction of groundwater shall be filed with the District for its approval in the form of an amendment to the GRP. The permittee shall submit any required progress reports in a form that adequately addresses the projects that have been undertaken to timely reduce its use of groundwater in accordance with its GRP.

Testimony and Findings

There was no representative present at the public hearing. The subject wells are located in the City of Humble.

According to information contained within the permittee's file, the wells serve 3,598 single family residences, 3,007 multi-family connections and 1,005 commercial connections.

The permit has been exceeded. Therefore, I am recommending the appropriate special provision.

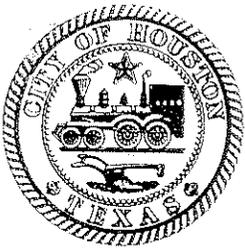
The 2014 renewal request is for an increase of 32.0 MG over that which was granted in 2013.

It is my recommendation to grant that which has been requested.

May 2014 Report

APPENDIX B

CONTRACT BETWEEN HUMBLE and HOUSTON for PURCHASING WATER



CITY OF HOUSTON

Post Office Box 1562 Houston, Texas 77251-1562

Bob Lanier, Mayor

CITY COUNCIL MEMBERS: Helen Huey Michael J. Yarbrough Martha J. Wong Jew Don Boney, Jr. Rob Todd Ray F. Driscoll John Kelley Felix Fraga
John E. Castillo Gracie Guzman Saenz Joe Roach Orlando Sanchez Chris Bell Judson W. Robinson III CITY CONTROLLER: Lloyd E. Kelley

Chief of Staff
Office of the Mayor

JIMMIE SCHINDEWOLF, P.E.

Director of Public
Works & Engineering

November 4, 1997

Mr. Barry K. Brock
Director of Public Works
City of Humble
P.O. Box 1627
Humble, Texas 77338

Re.: Transmittal of Contract for Water Supply

Dear Mr. Brock:

Attached to this letter is the original executed **Water Supply Contract Between the City of Houston and the City of Humble**. We are looking forward to working with you on this arrangement that is mutually beneficial to both cities.

If you need further information, please call me at 713-754-0658 or Harish Jajoo, P.E., of my staff at 713-754-0891.

Very truly yours,

Charles Settle, P.E.
Assistant Director
Utilities Planning Section
Department of Public Works and Engineering

1/1/98
CFS:HJ:jc

c: Jimmie Schindewolf
Frederick A. Perrenot
Ronald E. Hudson
Karen Philippi
Steve Downie
Showri Nandagiri



**WATER SUPPLY CONTRACT BETWEEN
THE CITY OF HOUSTON, TEXAS AND
THE CITY OF HUMBLE**

38388
97-1136

THIS WATER SUPPLY CONTRACT ("Contract") is made by and between the CITY OF HOUSTON, ("Houston") and the CITY OF HUMBLE ("Humble") .

WITNESSETH:

Recitals

Houston is a municipal corporation and home-rule city, principally located in Harris County, Texas. Houston owns a water distribution system and desires to sell treated water to the Buyer.

Humble is a municipal corporation organized under Texas law. Houston desires to purchase treated water from Humble to supply unserved areas of Houston adjacent to Humble and Humble desires to purchase treated water from Houston to augment its supply of treated water.

As a special inducement for entering this Contract, Houston has approved a rate structure that includes only the base rate for contract treated water customers.

The parties to this Contract have determined that all obligations to expend money arising out of this Contract can be fully satisfied out of moneys now on hand and available for expenditure for the purposes herein stated. Such charges are an operating expense of the parties water systems and shall be paid out of funds on hand at the time such charges are incurred.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE I

Definitions

Unless the context requires otherwise, the following terms as used in this Contract shall have meanings as follows:

"Buyer" means either Houston or Humble considered as a Buyer of Water.

"Buyer System" means all facilities necessary to enable Houston or Humble as a buyer to receive Water from the Seller's System, including without limitation, inter-connection lines, meter vaults, casings, air gap or other backflow prevention controls as provided herein.

"Houston" is identified in the Recitals.

"Humble" is identified in the Recitals.

"Seller System" means Water distribution mains, including valves and flow control devices of Houston or Humble as a Seller of Water.

"Ordinances" shall mean the Code of Ordinances of the Houston, as amended from time to time.

"Points of Delivery" are particularly identified and described on Exhibit "A" attached hereto.

"Points of Measurement" shall mean the location of the meters at which the Buyer's consumption of water is measured, as more particularly described on Exhibit "A" attached hereto.

"Seller" means either Houston or Humble as a Seller of Water.

"Utility Official" means the individual appointed by the Seller to exercise the functions of the said Utility Official under the Ordinance.

"Water" means treated Water from the Seller's domestic waterworks system serving its own inhabitants.

ARTICLE II.

Construction of Facilities

2.01--Construction by Seller.

The Seller has constructed and is constructing sufficient Water facilities to enable it to deliver Water to the Buyer. Specific construction is described in Section 2.02.

2.02--Construction by Houston of Certain Facilities

In order to supply Water for the needs of Humble as well as provide for facilities required to purchase Water from Humble for certain unserved areas of Houston, Houston will construct certain facilities in or immediately adjacent to the Humble city limits as follows. Houston shall bear the entire costs of such facilities.

- A. Houston shall construct certain facilities to receive Water from Humble as follows: A 12-inch water line on FM 1960 connecting to an existing 12-inch water line within Humble at Wilson Road. Houston shall also connect to Humble's existing 8-inch water line on First Street within Humble to

Houston's proposed 12-inch water line on FM 1960. Houston shall set a 10-inch water meter and meter vault acceptable to Humble Utility Official near the Humble city limits as shown on Exhibit "A". As shown on Exhibit "A", the 12-inch line has three segments: Segment 1 is inside Humble city limits, Segment 2 is between Humble city limits and Houston city limits and Segment 3 is within the Houston city limits.

Segment 1 shall be owned and maintained by Humble.

The portion of the water line designated as Segment 2 shall be owned and initially maintained by Houston. Humble shall not make any taps in this portion of the water line or allow the installation of fire hydrants in this portion of the line, except with the consent of the Houston Utility Official. Provided, however, upon written approval of the Houston Utility Official (which shall not be unreasonably denied), Humble may move the meter anywhere on Segment 2 and provide taps on Segment 2 upstream of the meter. (If the meter is moved downstream on Segment 2 outside the Humble City limits, Humble must maintain such portion of Segment 2 that is upstream of the meter, but Houston shall retain ownership.)

- B. Houston may construct a water line to augment Water supply to Humble as follows: Houston may construct a 16-inch line along McKay Avenue that will connect Houston's 12-inch line on the Humble-Westfield line to Houston's 20-inch water line on Will Clayton Boulevard (the "McKay Segment"). Part of the McKay Segment will be located in the right-of-way of McKay Avenue in Humble's city limits. Humble hereby gives Houston its consent to construct, own and maintain this portion of the McKay Segment located in Humble as shown on Exhibit "A".

C. The parties agree that the current Point of Delivery for Houston as Seller, including the installed measuring system and an gap for backflow prevention, will continue as the Humble Point of Delivery and Humble Point of Measurement hereunder as depicted on Exhibit "A".

2.03--Time of Completion.

The Buyer and Seller agree to proceed with due diligence to construct the facilities described in Section 2.01 and 2.02.

2.04--Point of Delivery.

The Points of Delivery for Water sold under this Contract are the Houston Point of Delivery and the Humble Point of Delivery which points shall be located at the physical points of connection between their Systems as shown on Exhibit "A".

ARTICLE III.

Sale and Delivery of Water

3.01--Delivery of Water.

Subject to the terms and conditions of this Contract, Seller agrees to sell and deliver (or cause to be delivered) Water to the Point of Delivery established under the provisions of Article Two, and the Buyer agrees to purchase Water at such Point of Delivery during the term of this Contract.

3.02--Billing and Payment.

All Water delivered to the Buyer shall be metered, and Seller shall read the meters and bill the Buyer on a monthly basis. Billing shall not begin until commencement of delivery of Water.

Payment for Water shall be calculated as follows:

Each calendar month the Seller will read the measuring equipment and calculate the monthly payment. Rates charged are as follows:

- (i) For Houston as Buyer the rate shall be the base rate for contract treated water under Section 47-61(f) of the Ordinances, plus 8% of said rate as a transportation charge for Humble.
- (ii) For Humble the rate shall be the base rate for contract treated water under Section 47-61(f) of the Ordinances.

1-14-98
1.13/1000

1-14-98
1.22/1000
\$1.26

Initially monthly payments shall be calculated in accordance with the formula given in Section 47-61(f) of the Ordinances for contract treated Water customers that do not receive surface Water only. It is contemplated that during the term of this Contract, Houston may deliver surface Water only to Humble, at which time the rate will be that for contract treated Water customers receiving surface Water only from Houston.

Payment shall be due and payable to the Seller, on or before the thirtieth (30th) day after receipt of Seller statement. If Seller changes the location at which payment is to be made, Seller shall notify the Buyer in writing at the address shown in Section 7.08 hereof.

It is recognized that Houston retains the right to change rates or increase rates shown in the Ordinance for contract treated water customers by amending or superseding the rates set out in Section 47-61 of the Ordinances. It is agreed, however, that such rates shall not be increased during the term of this Contract unless such increase is also made applicable to contract treated water customers taking Water from Houston.

The parties covenant and agree to assess user charges or taxes to their customers that will produce revenues sufficient to discharge their obligations under this Contract.

3.03--Failure to Pay when Due.

Should the Buyer fail to tender payment of any amount when due, interest thereon shall accrue at the rate of ten percent (10%) per annum from the date when due until paid. In the event the Buyer fails to timely tender payment of any amount within the thirty (30) day period established in Section 3.02 hereof, and such failure continues for thirty (30) days after the notice to the Buyer of such default, Seller may suspend delivery of Water, but the exercise of such right shall be in addition to any other remedy available to the Seller.

3.04--Source of Payments

Payments shall be made from Buyer's System revenues available at the time such payments are to be made, and do not constitute a commitment of future tax revenues. Specifically, such payments shall not be required to be made by the Buyer from funds raised or to be raised by taxation.

3.05--Title to and Responsibility for Water.

Title to, possession, and control of Water shall remain in Seller until it passes through the Point of Delivery, where title to, possession, and control of the Water shall pass from Seller to the Buyer.

ARTICLE IV.

Term and Related Provisions

4.01--Term.

This Contract shall be in force and effect from and after the last date of countersignature by Houston and shall expire at noon on the fortieth (40th) anniversary of the date of countersignature, unless sooner terminated pursuant to the terms of this Contract.

2037

ARTICLE V.

Performance by the Parties

5.01--Force Majeure.

In the event either party is rendered unable, wholly or in part, by Force Majeure, to carry out any of its obligations under this Contract, it is agreed that upon such party's giving notice and full particulars of such Force Majeure in writing to the other party as soon as possible after the occurrence of the Force Majeure, the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance, shall be suspended for the duration of the Force Majeure. Such cause shall, as far as possible, be remedied with all reasonable dispatch.

5.02--Force Majeure Defined.

The term "Force Majeure", as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, breakage or damage to machinery, pipelines or canals, and any other incapacities of either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

5.03--Construction and Maintenance of Certain Facilities between the Point of Delivery and Point of Measurement.

With respect to all Water handling facilities located between the Point of Delivery and the Point of Measurement shown in Exhibit "A", the Buyer and Seller specifically agree:

- (1) That all such facilities, other than the measurement equipment itself, shall be and remain the property of the Buyer;
- (2) That the Buyer shall take all responsible steps to maintain such facilities and to prevent leaks or discharges from such facilities and shall not suffer, permit, cause or allow any Water to be taken or used from such facilities, except through the measuring equipment;
- (3) That the Buyer shall repair any such leak or discharge at once upon receiving notice thereof and pay Seller the cost of any Water lost by reason of such a leak or discharge;
- (4) That the Buyer shall correct or repair any damage caused by any such leak or discharge.

5.04--Delivery Limitations.

The Buyer shall not be guaranteed any specific quantity or pressure of Water when Seller's Water supply is limited or when Seller's equipment may become inoperative due to unforeseen breakdown or scheduled maintenance and repairs. Seller is in no case liable for failure to furnish any specific amount or pressure of Water. Houston as Buyer agrees to restrict its peak usage to no more than .20 million gallons of Water per day, unless a higher rate is authorized by the Humble Utility Official. Humble as Buyer agrees to restrict its peak usage to no more than .70 million gallons of water per day, unless a higher rate is authorized by the Houston Utility Official.

Seller may reduce the supply of Water only in accordance with the laws of the State of Texas, particularly Section 11.039(a) of the Texas Water Code.

ARTICLE VI.

Measuring Equipment

6.01--Measuring Equipment - In General

Construction and location of the measuring equipment is described in Article II above. Houston shall own the measuring equipment at both the Houston Point of Measurement and the Humble Point of Measurement.

During any reasonable hours, Humble and Houston shall have access to the measuring equipment. The Buyer shall have access to all records pertinent to determining the measurement and quantity of Water actually delivered, but the reading of the meters for purposes of billing shall be done by Seller.

6.03--Testing of Meter.

Houston shall maintain the measuring equipment at both Points of Measurement within the accuracy tolerance specified in Section 6.04 by periodic tests. Houston shall conduct such tests at least once every twelve (12) months and shall notify Humble at least forty-eight (48) hours in advance of the time and location at which tests are to be made. If Humble requests an additional test within twelve (12) months, Houston shall charge Humble an amount equal to Houston's cost to perform such test, unless the test reveals that the equipment registers one hundred and two (102%) percent or more for a given flow rate. In addition, Humble shall have the right to independently check, at its own cost, said measuring equipment at any time upon forty-eight (48) hours notification to the Houston Utility Official and opportunity for the Houston Utility Official to witness such tests.

6.04--Results of Tests.

Should the test of the measuring equipment in question show that the equipment registers either more than one hundred two percent (102%) or less than ninety-five percent (95%) of the Water delivered for a given flow rate, the total quantity of Water delivered to the Buyer will be deemed to be the average daily consumption as measured by the measuring equipment when in working order, and the meter shall be calibrated to the manufacturer's specifications (in the case of Venturi meters) or the AWWA specifications (for all other types of meters) for the given rate of flow, or replaced by Houston with accurate measuring equipment that is tested before it is placed in service. This

adjustment shall be for a period extending back to the time when the inaccuracy began, if such time is ascertainable; and if such time is not ascertainable, for a period extending back to the last test of the measuring equipment or one hundred twenty (120) days, whichever is shorter.

As used in this paragraph, the expression "given rate of flow" means one of the following selected by the Houston Utility Official for each calibration or test:

- 1) the total quantity of Water delivered during the preceding period (usually a calendar month) as reflected by the totalizer, converted to gallons per minute;
- 2) high, low, and intermediate rates of flow in the flow range, as reflected by the flow recording devices;
- 3) AWWA-specified test flow rates for that size and type of meter.

6.05--Disputes as to Testing

In the event of dispute between Houston and Humble as to the accuracy of the testing equipment used by Houston to conduct the accuracy test, an independent check may be mutually agreed upon between the Humble and the Houston Utility Official to be conducted by an independent measuring equipment company suitable to both the Buyer and the Seller. The cost of such test will be at the Humble's sole expense.

The parties shall accept the test results of the independent measuring equipment company, provided that the calibration procedure and test equipment are mutually agreeable to the Houston Utility Official and to Humble.

6.06--Check Meters

Humble may install, at its own cost and expense, such check meters, but Houston shall have the right of ingress and egress to such check meters during all reasonable hours; provided, however, that billing computations shall be on the basis of the results of the measuring equipment set forth above.

ARTICLE VII.

Miscellaneous Provisions

7.01--Quality of Water.

Seller shall provide contract treated Water meeting all applicable Texas and Federal regulations regarding Water quality, including the Safe Drinking Water Act.

EXCEPT AS PROVIDED IN THIS SECTION 7.01, SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, REGARDING THE QUALITY OR DELIVERY PRESSURE OF THE WATER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.02--Ingress and Egress.

During the term of this Contract, Seller shall have the right of ingress and egress in, upon under and over any and all land, easements and rights-of-way of the Buyer on which Seller, with the Buyer's consent, constructs facilities to deliver Water to the Buyer.

7.03--Assignments.

This Contract shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either party without first obtaining written consent of the other. "Assignment" as used herein means assignment in law or otherwise.

7.04--Subject to Law, etc.

(a) This Contract shall be subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, any regulatory body having jurisdiction, and the Charter and Ordinances of the Houston and Humble. In order to protect Seller's System it is specifically agreed that the Buyer's System shall be constructed and operated to comply with the rules promulgated by the Texas Natural Resource Conservation Commission.

(b) On or before one year from the effective date of this Contract, the Buyer shall approve and implement a Water conservation program as required by the Texas Natural Resources Conservation Commission pursuant to 30 T.A.C. §288, as may be amended from time to time.

7.05--No Additional Waiver Implied.

The failure of either party hereto to insist, in any or more instances upon performance of any of the terms, covenants or conditions of this Contract, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

7.06--Inspections

The Buyer agrees that Seller may conduct inspections from time to time to determine that no conditions exist in the Buyer's System and connections to its customers' premises which would or might adversely affect Buyer's System.

7.07--Merger.

This instrument contains all the agreements made between the parties.

7.08--Notices.

Until Humble is otherwise notified in writing by Houston, the address of Houston is and shall remain as follows:

City of Houston
Utility Official of Public Works and Engineering Department
P.O. Box 1562
Houston, Texas 77251-1562

Until Houston is otherwise notified in writing by Humble, the address of the Humble is and shall remain as follows:

City Manager
City of Humble
P. O. Box 1627
Humble, Texas 77338

All written notices, statements and payments required or permitted to be given under this Contract from one party to the other shall be deemed given by the deposit in a United States Postal Service mailbox or receptacle of certified or registered mail, with proper postage affixed thereto,

addressed to the respective other party at the address set forth above or at such other address as the parties respectively shall designate by written notice.

7.09--Authorship.

The parties agree that this Contract shall not be construed in favor of or against either party on the basis that the party did or did not authorize this Contract.

7.10--Parties in Interest.

This Contract shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party. Seller shall never be subject to any liability in damages to any customer of the Buyer for any failure to perform under this Contract.

7.11--Captions.

The captions appearing at the first of each numbered section in this Contract are inserted and including solely for convenience and shall never be considered or given any effect in construing this Contract, or any provisions hereof, or in connection with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise.

7.12--Enforcement

The City Attorneys of Houston and Humble and their designees shall have the right to enforce all legal rights and obligations under this Contract without further authorization.

7.14--Approvals.

Unless otherwise provided for herein, any consent or approval of the parties shall be made by the governing body of each party.

7.15--Default and Remedies.

Default shall occur only in the event either party fails to adhere to its respective obligations hereunder. In such event, the non-defaulting party shall give the defaulting party written notice describing such default and the proposed date of termination. Such date may not be sooner than the 30th day following receipt of the notice. The non-defaulting party, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination the defaulting party cures the default, then the proposed termination shall not occur. If the defaulting party fails to cure such default prior to the proposed date of termination, then the non-defaulting

party may terminate its performance under this Contract as of such date. This Section shall not be considered as specifying the exclusive remedy for any default, and all remedies existing at law and in equity are be available to either party.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be deemed to be an original, effective on the date of countersignature indicated below.

"Houston"

"Humble"

CITY OF HOUSTON, TEXAS

CITY OF HUMBLE, TEXAS

By: *Bob Zimin*
Mayor

By: *William Green*
Mayor

Executed for and on behalf of City of Houston pursuant to authority granted by the City Council Ordinance No. 97-1136, passed _____, September 16, 1997, a copy of which is attached hereto for reference.

Executed for and on behalf of City of Humble pursuant to authority granted by the City Council Ordinance No. 97-518, passed September 24, 1997, a copy of which is attached hereto for reference.

ATTEST/SEAL:

ATTEST/SEAL:

Ann Russell
City Secretary

Angie Fields
City Secretary

APPROVED:

James Schindler
Director, Department of Public Works and Engineering

APPROVED AS TO FORM:

[Signature]
Sr. Assistant City Attorney
L.D. File No. 80-97111-01

COUNTERSIGNED BY:

loyd E. Halley
City Controller
Gerry Miller

DATE COUNTERSIGNED: 10/28/97

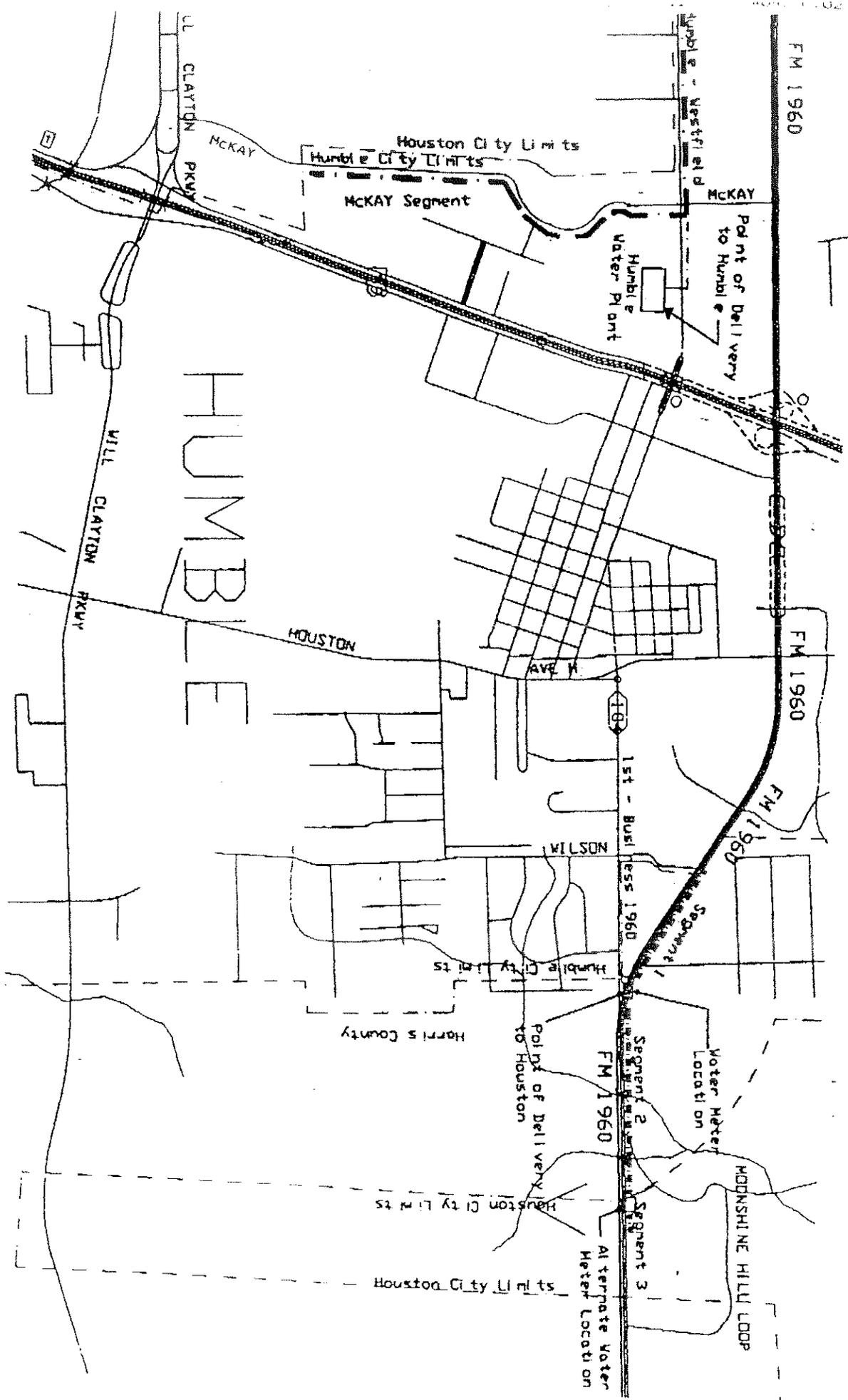


EXHIBIT A



City of Humble

P O BOX 1627, 114 WEST HIGGINS, HUMBLE, TEXAS 77338. 281 446-3061
FAX 281 446-7843

WILSON ARCHER
MAYOR

COUNCIL MEMBERS
ROBERT KILLION
BYRON CALFEE
ALLEN LEE
DAVID R PIERCE
DONALD G McMANNES

CITY MANAGER
JAMES BAKER

CITY SECRETARY
GEORGIA FIELDS

STATE OF TEXAS }

COUNTY OF HARRIS }

CITY OF HUMBLE }

I, Georgia Fields, duly appointed City Secretary for the City of Humble do hereby certify that the foregoing City of Humble Ordinance No. 97-518 approving the Water Supply Contract between the City of Humble and the City of Houston was duly passed approved and adopted in a regular council meeting held on September 24, 1997 a copy of which is attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official seal of the City of Humble to be affixed this 25th day of September, 1997.

Georgia Fields
City Secretary/Records Management Officer
CITY OF HUMBLE, TEXAS

{seal}

CITY OF HUMBLE

ORDINANCE NO. 97-518

CITY OF HUMBLE ORDINANCE NO. 97-518 APPROVING THE WATER SUPPLY CONTRACT BETWEEN THE CITY OF HUMBLE "HUMBLE" AND THE CITY OF HOUSTON "HOUSTON" ALLOWING THE CITY OF HOUSTON TO PURCHASE WATER FROM HUMBLE TO SUPPLY TREATED WATER TO UNSERVED AREAS OF HOUSTON ADJACENT TO HUMBLE AND HUMBLE DESIRES TO PURCHASE TREATED WATER FROM HOUSTON TO AUGMENT ITS SUPPLY OF TREATED WATER; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I.

SECTION 1. This Agreement, is made and entered into, pursuant to the Interlocal Cooperation Act, by and between the City of Humble ("Humble"), acting by and through its City Council and City Manager, and the City of Houston "Houston" acting by and through its City Council.

SECTION 2. Humble is a municipal corporation and home-rule city, principally located in Harris County, Texas. Humble owns a water distribution system and desires to sell water to the Buyer. Houston is a municipal corporation and home-rule city and

Controller's Office

To the Honorable Mayor and City Council of the City of Houston:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- () A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby by this reference.
- (4) Water Supply Contract
- () Other - Grant Funds Available

loyd E. Helley
Jerry Miller

Date: Sept 16, 1997 City Controller of the City of Houston

FUND REF: N/A AMOUNT: N/A ENCUMB. NO.: N/A

City of Houston Ordinance No. 97-1136 NF30-98

AN ORDINANCE APPROVING AND AUTHORIZING A WATER SUPPLY CONTRACT BETWEEN THE CITY OF HOUSTON AND THE CITY OF HUMBLE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

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

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document

FORM 132.M
(Approving/Authorizing)

and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 17th day of September, 1997.

APPROVED this _____ day of _____, 19____.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is SEP 23 1997.

Christine Russell
City Secretary

(Prepared by Legal Dept. *J. Beauf*)
(EWB:ajl 09/12/97) Assistant City Attorney

(Requested by Jimmie Schindewolf, Director, Public Works and Engineering Department)
(L.D. File No. 80-97111-01)

u:\WPFiles\Ordinanc\ewb\Humble

APPENDIX C

CONTRACT AMENDMENT BETWEEN HUMBLE and HOUSTON for PURCHASING SURFACE WATER for DISTRIBUTION

STATE OF TEXAS }

COUNTY OF HARRIS }

CITY OF HUMBLE }

I, Sue Daniel, duly appointed City Secretary for the City of Humble, Texas do hereby certify that the foregoing,

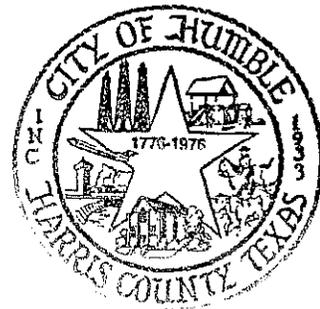
CONTRACT AMENDMENT BETWEEN THE CITY OF HOUSTON AND THE
CITY OF HUMBLE REGARDING PURCHASE OF SURFACE WATER

was duly passed, approved and adopted in a regular meeting of the City Council on the 23rd day of May, 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official seal of the City of Humble to be affixed this 26th day of September, 2002.



Sue Daniel
City Secretary



CONTRACT AMENDMENT

02-0846
C 38388

THIS CONTRACT AMENDMENT ("Amendment") is made by and between the CITY OF HOUSTON ("Houston") and the CITY OF HUMBLE ("Humble").

WITNESSETH:

WHEREAS, on or about October 28, 1997 Houston and Humble entered into a water supply contract No. 38388 ("Original Contract"); and

WHEREAS, the parties desire to amend the Original Contract to demonstrate compliance by Humble for the groundwater reduction program of the Harris-Galveston Coastal Subsidence District; and

WHEREAS, the parties have agreed to the provisions of this Amendment

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

I.

Houston agrees to provide, and Humble agrees to purchase, surface water in order to comply with the rules of the Harris-Galveston Coastal Subsidence District for Regulatory Area 3 as follows:

Year	Requirements	Approximate quantity
2010	30% of Humble's demand	1.25 MGD
2020	70% of Humble's demand	3.0 MGD
2030	80% of Humble's demand	4.0 MGD

Humble will be responsible for preparing and managing its own GRP. The parties, however, agree to cooperate as needed to show compliance for their respective GRP's since under the water sales contract Houston sells water to Humble from certain Point(s) of Delivery and Humble sells

water to Houston from other Point(s) of Delivery.

II.

The Utility Official and the Director of Humble's Department of Public Works may add or delete Point(s) of Delivery by written agreement.

III.

The Original Contract and the Amendment are the entire agreement of the parties. In the event of conflict between the provisions of these documents, the provisions of the Amendment shall control.

IN WITNESS WHEREOF, the parties hereto executed this Amendment in multiple copies, each of which shall be deemed to be an original, effective on the date of countersignature indicated below.

CITY OF HOUSTON, TEXAS
"Houston"

By: Lee P. Brown
Mayor

ATTEST/SEAL:
[Signature]
City Secretary

APPROVED:

[Signature]
Director, Department of Public Works
and Engineering *AT*

APPROVED AS TO FORM:

[Signature]
Sr. Assistant City Attorney
L.D. File No.

COUNTERSIGNED BY:

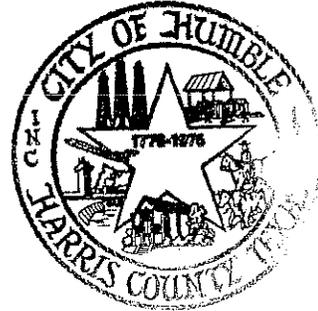
[Signature]
City Controller

DATE COUNTERSIGNED: 9/17/02

CITY OF HUMBLE, TEXAS
"Humble"

By: [Signature]
Mayor

ATTEST/SEAL:
[Signature]
City Secretary



AGENDA - COUNCIL MEETING - TUESDAY - SEPTEMBER 10, 2002 - 1:30 P. M.

COUNCIL CHAMBER - SECOND FLOOR - CITY HALL

901 BAGBY - HOUSTON, TEXAS

with notes of action taken

MOTIONS 2002-1052 to 2002-1070

2002-1051-1

ORDINANCES – 2002-0845 to 2002-0865

RESOLUTION – 2002-0030

PRAYER AND PLEDGE OF ALLEGIANCE - Council Member Parker

1:30 P. M. - ROLL CALL

ADOPT MINUTES OF PREVIOUS MEETING

2:00 P. M. – PUBLIC SPEAKERS - Pursuant to City Council Rule 8, City Council will hear from members of the public; the names and subject matters of persons who had requested to speak at the time of posting of this Agenda are attached; the names and subject matters of persons who subsequently request to speak may be obtained in the City Secretary's Office

Motion 2002-1052 – Procedural motion

5:00 P. M. - RECESS

RECONVENE

WEDNESDAY - SEPTEMBER 11, 2002 - 9:00 A. M.

DESCRIPTIONS OR CAPTIONS OF AGENDA ITEMS WILL BE READ BY THE
CITY SECRETARY PRIOR TO COMMENCEMENT

MAYOR'S REPORT

CONSENT AGENDA NUMBERS 1 through 25

DAMAGES - NUMBER 1

1. **Motion 2002-1070**

RECOMMENDATION from City Attorney for settlement of lawsuit styled **BARTO WATSON, INC** v. City of Houston and Bob DeVillier; Cause No. 638,618; in the County Civil Court at Law No. Two (2) of Harris County, Texas - \$20,000.00 - Property and Casualty Fund

ACCEPT WORK - NUMBER 2

2. **Motion 2002-1053**

RECOMMENDATION from Director Department of Public Works & Engineering for approval of final contract of \$1,181,277.96 and acceptance of work on contract with **JIMERSON UNDERGROUND, INC** for Construction of Winlow Place Storm Sewer Relief, GFS M-0224-WP-3 (M-0224-WP) - 08.44% under the original contract amount - **DISTRICT D - EDWARDS**

PROPERTY - NUMBERS 3 through 6

3. Motion 2002-1058

RECOMMENDATION from Director Department of Public Works & Engineering, reviewed and approved by the Joint Referral Committee, on request from Kelly A. Downing, declining the acceptance of, rejecting, and refusing the dedication of a 25-foot portion of a 50-foot corner clip, located at 704 East 26th Street, at the corner of East 26th Street and North Main Street, Sunset Heights Addition, John Austin Two League Grant - **DISTRICT H - VASQUEZ**

4. Motion 2002-1063

RECOMMENDATION from Director Department of Public Works & Engineering, reviewed and approved by the Joint Referral Committee, on request from John Norwood of Cobb, Fendley & Associates, Inc., on behalf of Hi-Lo Auto Supply, L.P., a Missouri limited partnership [Hi-Lo Management Company, a Delaware corporation (David O'Reilly, president), general partner] for abandonment and sale of a 5-foot-wide utility easement and a 5-foot-wide aerial easement, out of Lots 1, 2 and 3, Block 1, Terry Place Subdivision, and a 10-foot-wide easement and a 5-foot-wide aerial easement, out of Lots 1 and 2, Block 16, Chocolate Bayou Estates, Section 2, in exchange for the conveyance to the City of a 10-foot-wide utility easement, out of Lot 3, Block 1, Terry Place Subdivision, all within the H. A. Robinson Survey, Abstract 679, Parcels SY2-066A through D and VY2-024 - **STAFF APPRAISERS - DISTRICT D - EDWARDS**

5. Motion 2002-1064

RECOMMENDATION from Director Department of Public Works & Engineering, reviewed and approved by the Joint Referral Committee, on request from Karen Rose of Karen Rose Engineering & Surveying, on behalf of Catania Enterprises, Inc. (Aldo Catania, president), for abandonment and sale of a 13-foot by 56-foot portion of Westheimer Road right of way, out of Lot 6, in exchange for the conveyance to the City of a 5-foot by 106-foot strip of right of way for the widening of Westheimer Road, out of Lots 6 and 7, all within Block 9, Avondale Addition, Parcels SY2-070 and AY2-174 - **STAFF APPRAISERS - DISTRICT D - EDWARDS**

6. Motion 2002-1065

RECOMMENDATION from Director Department of Public Works & Engineering, reviewed and approved by the Joint Referral Committee, on request from Aisha M. Currie, Reliant Energy, requested the City sell to Reliant Energy Entex, a division of Reliant Energy Incorporated (David McClanahan, president, for sale to Reliant Energy Entex of a 30-foot-wide easement, out of the City's 1.7028-acre, former Southwest Water Well Site Number 7, located at 8002 Westpark Drive, Lot 1, Block 2, Westpark Center Addition, Section 2, Parcel SY3-004 - **STAFF APPRAISERS - DISTRICT G - KELLER**

PURCHASING AND TABULATION OF BIDS - NUMBERS 7 through 10

7. Motion 2002-1054

AMEND MOTION #99-1946, 11/9/99, TO EXTEND expiration date from November 9, 2002 to April 8, 2003, for Apparel Uniforms for Houston Airport System, awarded to **CINTAS (formerly UNIFORMS TO YOU)**

8. Motion 2002-1055

L. F. MANUFACTURING, INC - \$40,518.00, **SOUTHWEST STAINLESS L.P., dba HUGHES SUPPLY** - \$46,370.50 and **C & C SERVICE & SUPPLY** - \$155,280.00 for Manhole, Fiberglass Access Parts Contract for Department of Public Works & Engineering - Enterprise Fund

9. Motion 2002-1056

CHEMICAL LIME, LTD. for Chemical, Hydrated Lime Slurry and Fine Quicklime for Department of Public Works & Engineering - \$2,574,079.80 - Enterprise Fund

PURCHASING AND TABULATION OF BIDS - continued

10. Motion 2002-1057

BROOKSIDE EQUIPMENT SALES, INC - \$44,266.25 and **LANSLOWNE MOODY CO., INC** \$989,313.75 for Equipment, Ford Tractor JCB/Alamo/Bush Hog/Rhino Repair Parts Contract for Various Departments - General, Enterprise and Fleet Management Funds

RESOLUTIONS AND ORDINANCES - NUMBERS 11 through 25

11. Resolution 2002-0030

RESOLUTION approving the issuance and sale by **HOUSTON HOUSING FINANCE CORPORATION** of Multifamily Housing Mortgage Revenue Refunding Bonds (Emerald Bay Apartments) Series 2002A and Taxable Multifamily Housing Mortgage Revenue Bonds (Emerald Bay Apartments) Series 2002B - **DISTRICT B - GALLOWAY**

12. Ordinance 2002-0852

ORDINANCE issuing permit to **SHELL CHEMICAL L.P.** to own, maintain, operate, acquire, construct or extend pipelines in public street right-of-ways and prescribing the conditions and provisions under which said permit is issued; containing a savings clause; providing for severability - **DISTRICTS E - WISEMAN and I - ALVARADO**

13. Ordinance 2002-0853

ORDINANCE approving and authorizing Parking Management Agreement between **HOUSTON AQUARIUM, INC** and the City of Houston, Texas - **DISTRICT H - VASQUEZ**

14. Ordinance 2002-0854

ORDINANCE approving and authorizing contract between the City and the **TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (formerly TEXAS NATURAL RESOURCE CONSERVATION COMMISSION)** for an Air Monitoring System - \$122,000.00 - Grant Fund

Motion 2002-1059 – Suspend rules to consider Items 15, 26, 26a and 28 out of order

15. Council Members Robinson and Edwards tagged

ORDINANCE approving and authorizing contract between the City and **EDUCATIONAL PRODUCTIONS IN THE COMMUNITY LP** for Funday in the Park Events Citywide - \$416,000.00 General Fund

16. Ordinance 2002-0845

ORDINANCE approving and authorizing termination of tax abatement agreement between the City of Houston, Texas and **ELLWOOD TEXAS FORGE, L.P.** - **DISTRICT D - EDWARDS**

17. Ordinance 2002-0846

ORDINANCE approving and authorizing amendment to Treated Water Supply Contract between the City of Houston and the **CITY OF HUMBLE**

18. Pulled - Not Considered

ORDINANCE appropriating \$167,748.86 out of Water & Sewer System Consolidated Construction Fund, and \$228,000.00 out of Housing & Homeless Consolidated Fund and approving and authorizing contract between the City of Houston and **S.S.M., L.P.** for construction of Water, Sanitary Sewer and Storm Sewer Lines to serve West Orem Place Section II Subdivision, CIP S-0800-71-03 and R-0800-71-03 - **DISTRICT D - EDWARDS**

RESOLUTIONS AND ORDINANCES - continued

19. Ordinance 2002-0847

ORDINANCE appropriating \$235,349.00 out of Street & Bridge Consolidated Construction Fund as an additional appropriation for reimbursement for acquisition of rights-of-way along Airport Boulevard from Telephone Road to IH 45 by the **TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT)** under the Principal Arterial Street System (PASS) Program, CIP N-0611-06-1 (SB9033) **DISTRICTS E - WISEMAN and I - ALVARADO**

20. Ordinance 2002-0848

ORDINANCE approving and authorizing amendment to sponsorship agreement between the City and **MEMORIAL PLAZA CIVIC CLUB** for Garbage Collection Service for the respective civic association - 11 Months - \$66.00 - **DISTRICT A - TATRO**

21. Ordinance 2002-0855

ORDINANCE appropriating \$11,270,000.00 out of Airports Improvement Fund and approving and authorizing Amendment No. 2 to professional construction management services contract between the City of Houston and **OTHON, INC** for various construction projects with the Houston Airport System (Project No. 572A), CIP A429 - **DISTRICTS B - GALLOWAY; E - WISEMAN and I - ALVARADO**

22. Ordinance 2002-0849

ORDINANCE amending Ordinance No. 02-723, passed August 7, 2002, that awarded construction contract between the City and **GARVER CONSTRUCTION, LTD.** for Construction of Sanitary Sewer Rehabilitation by Cured-In-Place Pipe Method, CIP R-0266-R1), and provided for funding for engineering testing services and contingencies relating to construction of facilities financed by Water and Sewer System Consolidated Construction Funds to correct the engineering testing services contract number

23. Ordinance 2002-0850

ORDINANCE appropriating \$845,000.00 out of Street & Bridge Consolidated Construction Fund, awarding contract to **BILL MCDONALD CONSTRUCTION, INC** for Safe Sidewalk Project, GFS N-0610A-08-3 (SB9008-02); providing funding for engineering testing, construction management, and contingencies relating to construction of facilities financed by the Street & Bridge Consolidated Construction Fund - **DISTRICT I - ALVARADO**

24. Ordinance 2002-0856

ORDINANCE appropriating \$1,634,697.16 out of Water & Sewer System Consolidated Construction Fund, awarding construction contract to **LAUGHLIN ENVIRONMENTAL, INC** for construction of Citywide Fire Hydrant Replacement and Height Correction, GFS S-0035-SR-3 (WA10719); providing funding for engineering testing services and contingencies relating to construction of facilities financed by the Water & Sewer System Consolidated Construction Fund

25. Ordinance 2002-0857

ORDINANCE appropriating \$62,490.00 out of General Improvements Consolidated Construction Fund; approving and authorizing contract between the City of Houston and **CST ENVIRONMENTAL, INC** for Asbestos Abatement Special Demolition at Canal Health Center, CIP D-0113-01-5 and providing funding for construction management and contingencies relating to construction of facilities financed by the General Improvements Consolidated Construction Fund - **DISTRICT I - ALVARADO**

CONSIDERATION OF MATTERS REMOVED FROM THE CONSENT AGENDA

MATTERS HELD - NUMBERS 26 through 37

26. Motion 2002-1060

MOTION by Council Member Quan/Seconded by Council Member Vasquez to adopt recommendation from Finance & Administration Department that the City Council receive the Effective Tax Rate and the Rollback Tax Rate calculated for the Tax Year 2002 in accordance with the provisions of Section 26.04(c) of the Texas Tax Code

TAGGED BY COUNCIL MEMBERS TATRO, BERRY and KELLER

Motion 2002-1061 – Postpone Item 26a one (1) week – “FAILED”

a. Ordinance 2002-0851

ORDINANCE providing for the assessment, levying and collection of ad valorem taxes for the City of Houston, Texas for the Year 2002

TAGGED BY COUNCIL MEMBERS TATRO, BERRY and KELLER

These were Items 6 and 6A on Agenda of September 4, 2002

27. Motion 2002-1066

RECOMMENDATION from Director Department of Public Works & Engineering for approval of final contract amount of \$584,002.60 and acceptance of work on contract with **INFRASTRUCTURE SERVICES, INC** for Construction and Installation of Speed Humps, GFS N-0660-04-3 (C050148) - 23.07% under the original contract amount

TAGGED BY COUNCIL MEMBER GALLOWAY

This was Item 10 on Agenda of September 4, 2002

Motion 2002-1062 – Postpone Item 28 two (2) weeks

Motion 2002-1068 – Suspend rules to reconsider postponement of Item 28

28. Motion 2002-1069 – Adopt

MOTION by Council Member Quan/Seconded by Council Member Vasquez to adopt recommendation from Finance and Administration Department to award to **TEXAS FIRE RESCUE, INC dba FIRE APPARATUS SPECIALIST** - \$406,625.70 and **EMERGENCY ONE, INC** - \$338,152.50 for Engine and Ladder Truck Repair Service for the Fire Department - General and Disaster Recovery Funds - **TAGGED BY COUNCIL MEMBER ROBINSON**

This was Item 13 on Agenda of September 4, 2002

29. Ordinance 2002-0858

ORDINANCE amending City of Houston Ordinance No. 2001-807, as amended (The Master Classification Ordinance) by revising the Master Classification Listing to create five (5) new classifications, change seven (7) job titles, change fourteen (14) classification pay grades, delete six (6) classifications and delete eight (8) automatic increases, substituting the amended exhibits as part of the current Master Classification Listing; providing for severability

TAGGED BY COUNCIL MEMBER TATRO

This was Item 19 on Agenda of September 4, 2002

30. Ordinance 2002-0859

ORDINANCE approving and authorizing sixth contract amendment between the City of Houston and **NATIONAL ASSOCIATION OF MINORITY CONTRACTORS - HOUSTON CHAPTER**, to extend the contract term and provide an additional \$508,000.00 of Community Development Block Grant Funds for the continuation of an Emergency Home Repair Program

TAGGED BY COUNCIL MEMBER EDWARDS

This was Item 27 on Agenda of September 4, 2002

MATTERS HELD -- continued

31. Ordinance 2002-0860

ORDINANCE approving and authorizing sixth contract amendment between the City of Houston and **HOUSTON AREA URBAN LEAGUE, INCORPORATED**, to extend the contract term and provide an additional \$484,400.00 of Community Development Block Grant Funds for the continuation of an Emergency Home Repair Program

TAGGED BY COUNCIL MEMBER EDWARDS and KELLER

This was Item 28 on Agenda of September 4, 2002

32. Ordinance 2002-0861

ORDINANCE approving and authorizing fourth contract amendment between the City of Houston and **HOUSTON HOUSING FINANCE CORPORATION**, to extend the contract term and provide an additional \$363,000.00 of Community Development Block Grant Funds

TAGGED BY COUNCIL MEMBER EDWARDS

This was Item 29 on Agenda of September 4, 2002

33. Ordinance 2002-0862

ORDINANCE approving and authorizing contract between the City of Houston and **HOUSTON AREA URBAN LEAGUE, INCORPORATED**, to provide \$184,500.00 in Community Development Block Grant Funds for the administration of the "Home of Your Own Homeownership Program" for qualified disabled, low and moderate income homebuyers

TAGGED BY COUNCIL MEMBER EDWARDS and KELLER

This was Item 30 on Agenda of September 4, 2002

34. Ordinance 2002-0863

ORDINANCE appropriating \$4,001,800.00 out of Water & Sewer System Consolidated Construction Fund, approving and authorizing professional services contract between the City of Houston and **CAMP DRESSER & McKEE, INC** for Design of the Supervisory Control and Data Acquisition (SCADA) System, CIP S-0522-03-2 (WA10659); providing funding for contingencies relating to construction of facilities financed by the Water & Sewer System Consolidated Construction Fund - **TAGGED BY COUNCIL MEMBERS VASQUEZ and KELLER**

This was Item 46 on Agenda of September 4, 2002

35. Ordinance 2002-0864

ORDINANCE appropriating \$251,432.67 out of Water & Sewer System Consolidated Construction Fund, approving and authorizing developer participation contract between the City of Houston and **RICHFIELD INVESTMENT, L.L.C.** for Construction of Water and Sanitary Sewer Lines for the Richfield Subdivision, CIP S-0802-04-03 and R-0802-04-03; providing funding for contingencies relating to construction of facilities financed by the Water & Sewer System Consolidated Construction Fund - **DISTRICT G - KELLER**

TAGGED BY COUNCIL MEMBER KELLER

This was Item 47 on Agenda of September 4, 2002

36. Motion 2002-1067 - Postpone one (1) week

ORDINANCE appropriating \$1,644,000.00 out of Street & Bridge Consolidated Construction Fund as additional appropriation for additional construction management services under a contract, (approved by Ordinance No. 99-0661) with **ATSER, LP**

TAGGED BY COUNCIL MEMBERS GOLDBERG and KELLER

This was Item 49 on Agenda of September 4, 2002

MATTERS HELD – continued

37. Ordinance 2002-0865

ORDINANCE finding and determining that public convenience and necessity no longer require the continued use of (i) a portion of Shelby Circle, formerly Yates Avenue, Street right of way containing 7,459 square feet of land, more or less Parcel SY1-067A (ii) two 10-foot-wide sanitary sewer easements, containing an aggregate of 13,019 square feet of land, more or less, Parcels SY1-067B and SY1-067F, (iii) a 10-foot-wide waterline easement containing 999 square feet of land, more or less, Parcel SY1-067C, and (iv) two 5Foot-Wide utility easements containing an aggregate of 4,225 square feet of land, more or less, Parcels SY1-067D and SY1-067E, all six parcels being located in the BH Freeling Survey, A-270, Harris County, Texas; vacating and abandoning said parcels of land to Houston Bellfort Pines Apartments, L.P., abutting owner, in consideration of the owners' dedication of two easements for sanitary sewer purposes and an easement for utility purposes containing an aggregate of 19,453 square feet of land, more or less, and payment of \$6,855.00 and other consideration to the City - DISTRICT D

- EDWARDS

POSTPONED BY MOTION #2002-1050, 9/4/02

This was Item 57 on Agenda of September 4, 2002

MATTERS TO BE PRESENTED BY COUNCIL MEMBERS - Council Member Galloway first

ALL ORDINANCES ARE TO BE CONSIDERED ON AN EMERGENCY BASIS AND TO BE PASSED ON ONE READING UNLESS OTHERWISE NOTED, ARTICLE VII, SECTION 7, CITY CHARTER

NOTE - WHENEVER ANY AGENDA ITEM, WHETHER OR NOT ON THE CONSENT AGENDA, IS NOT READY FOR COUNCIL ACTION AT THE TIME IT IS REACHED ON THE AGENDA, THAT ITEM SHALL BE PLACED AT THE END OF THE AGENDA FOR ACTION BY COUNCIL WHEN ALL OTHER AGENDA ITEMS HAVE BEEN CONSIDERED

CITY COUNCIL RESERVES THE RIGHT TO TAKE UP AGENDA ITEMS OUT OF THE ORDER IN WHICH THEY ARE POSTED IN THIS AGENDA. ALSO, AN ITEM THAT HAS BEEN TAGGED UNDER CITY COUNCIL RULE 4 (HOUSTON CITY CODE §2-2) OR DELAYED TO ANOTHER DAY MAY BE NEVERTHELESS CONSIDERED LATER AT THE SAME CITY COUNCIL MEETING

9/10/2002 – Council Member Goldberg absent on City business

9/11/2002 – All Present

APPENDIX D

REGULATORY PLAN 2013

Regulatory Plan 2013

Adopted January 9, 2013

Amended May 8, 2013



Harris-Galveston
Subsidence District
1660 West Bay Area Blvd.
Friendswood, Texas 77546-2640
(281) 486-1105
www.subsidence.org

CONTENTS

PURPOSE AND INTENT	1
BACKGROUND	1
GROUNDWATER REGULATION	2
Permitting.....	3
Permit Fees.....	3
General Elements	4
Regulatory Area Map.....	5
Regulatory Area Requirements.....	6
GROUNDWATER REDUCTION PLANS	7
Regulatory Area Three.....	7
Groundwater Reduction Exemptions.....	8
DEFINITIONS.....	9
APPENDIX	
A. Description of Regulatory Areas	A-1

PURPOSE AND INTENT

It is the purpose and intent of the Regulatory Plan to establish policy in the areas of groundwater regulation, permits and enforcement and to establish District Regulatory Areas and regulatory requirements for each area.

The Regulatory Plan was developed with an overall goal to reduce groundwater withdrawal to no more than 20% (10% in Regulatory Area 1) of total water demand. The Regulatory Plan will be reviewed and may be amended as needed.

The low-lying areas along the coast are the most vulnerable to flooding resulting from hurricane storm surge events. This vulnerability remains of such concern to the District that the objective in the coastal area is to prevent any further subsidence.

In the areas that are not vulnerable to tidal storm surges, subsidence contributes to flooding, fault movement and damages wells and pipelines. The objective in the coastal area is to minimize subsidence as soon as realistically feasible. Historically, groundwater withdrawals throughout the District contribute to subsidence in areas affected by storm surge.

In establishing these objectives, the District has taken into account the time and cost of introducing alternative water supplies. The District recognizes that the burden of controlling subsidence should be borne by all users of groundwater. Although a single permittee's groundwater withdrawal may not be capable of causing severe subsidence problems, the total actions by all permittees can cause significant subsidence. Therefore, every permittee is responsible for managing their withdrawals to help contribute toward solving the subsidence problem. To achieve the objectives for each Regulatory Area, the District must have discretion in permitting groundwater withdrawals and setting disincentive fee rates as a means of achieving the plan's goals.

This Regulatory Plan prescribes ratios of groundwater withdrawal to total water demand. Nothing in this Regulatory Plan, however, should be interpreted to mean that a permittee is entitled to use groundwater in any amount merely because the Plan prescribes a ratio for that specific Regulatory Area. Each permittee will be granted a permit based on a review of that permittee's need for water, availability of alternative water supplies, and prior beneficial use without waste.

BACKGROUND

The Harris-Galveston Subsidence District (District) was created in 1975 by the 64th Legislature to regulate the withdrawal of groundwater within Harris and Galveston Counties. The District was created "... to provide for the regulation of groundwater withdrawal in the district to end subsidence, which contributes to or precipitates flooding or overflow of the district, including rising water resulting from a storm or hurricane."

The District has adopted four regulatory plans beginning in 1976. The initial plan focused on having an immediate impact in the area where the most subsidence had taken place and where surface water was available as an alternative to groundwater. The 1976 Plan regulated pumpage in all of Galveston County and much of southeastern Harris County in an area referred to as the "Area of Concentrated Emphasis" (ACE).

The 1985 plan divided the District into eight Regulatory Areas so that subsidence could be addressed throughout the entire District. This plan had an overall goal of changing primary water usage from groundwater to surface water in a series of steps.

The 1992 plan modified the 1985 plan based on a detailed re-analysis of regional population and water demand data. The 1992 plan divided the District into seven Regulatory Areas each with goals for the reduction of groundwater withdrawal by certain dates. The Regulatory Areas were based on surface water availability, geophysical characteristics and groundwater demand.

The 1999 Regulatory Plan divided the District into three Regulatory Areas. The Regulatory Areas were reconfigured from the 1992 plan to generally reflect converted versus non-converted areas. The requirements contained within the 1999 Regulatory Plan were based on the then most current data and studies on water demand, aquifer levels and projected subsidence, and provided permittees organizational flexibility in meeting the regulatory goals.

In 2010, the District, began a Regulatory Plan Update Project to 1) update population and water demand projections and 2) update and recalibrate the parameters in the groundwater models and subsidence models. The updated data and models were then used to evaluate the regulations in the 1999 Regulatory Plan and make any necessary changes to the regulations for the upcoming decades. The District was able to use the conversion plans for Regulatory Area 3 contained within certified Groundwater Reduction Plans to more accurately represent where groundwater reductions would likely occur. The District was able to incorporate the 2010 U.S. Census data and more accurately project population growth. Once projected water demands were determined for the updated population growth, multiple scenarios of groundwater pumpage regulations were tested in the groundwater model and subsidence models. The results from the groundwater model and subsidence models for each scenario of potential regulatory changes were compared back to a baseline scenario that used the regulations from the 1999 Regulatory Plan. Consideration of the projected subsidence rates throughout the District were weighed against the feasibility of obtaining alternative water supplies necessary to meet the proposed groundwater reductions. This 2013 Regulatory Plan is the result of the District's analysis and replaces the 1999 Regulatory Plan for all Regulatory Areas within the District.

GROUNDWATER REGULATION

This portion of the District's Regulatory Plan establishes policy for the District regarding groundwater regulation. These policies are designed to support the regulation of groundwater withdrawals to control subsidence on a regional basis. Because subsidence is a region-wide problem requiring solutions achieved through concerted efforts, the District will work with political subdivisions in the region to implement this Regulatory Plan.

Permitting

The District may limit groundwater withdrawals or deny permits following the guidelines stated in the District Act, this Regulatory Plan, and the District Rules. In determining whether to issue a permit or limit groundwater withdrawals the District will weigh the public benefit against individual hardship, after considering all appropriate documentation and relevant factors including:

- (1) the quality, quantity, and availability of surface water or alternative water supplies at prices that are competitive with prices charged by suppliers of surface water in the District;
- (2) the economic impact on the applicant of a decision to issue or deny the permit, or of the permit terms, in relation to the effect on subsidence that would result;
- (3) the applicant's use of water conservation measures;
- (4) the applicant's compliance with the requirements of this chapter or any rule, permit, or order of the District; and
- (5) all other relevant factors.

In every case the District will consider the economic impact on existing businesses, and ensure permittees have an adequate supply of water—either groundwater or alternative water supplies—to continue to conduct business. In addition, the District strives to be as fair and impartial as possible to ensure all business share both their fair share of the groundwater and their fair share of the burden of obtaining alternative water supplies to prevent further subsidence.

Permit Fees

The District's fees are intended to operate as an economic disincentive to producing groundwater as one of the available regulatory tools. This Regulatory Plan continues a permit fee structure that includes a Base Fee and a Disincentive Fee.

Base Fee. This fee is applied to all of a permittee's authorized groundwater withdrawals. Funds obtained from collection of base fees are used to cover the costs of issuing permits and performing other regulatory functions of the District.

Disincentive Fee. In addition to the base fee, a disincentive fee will be applied to permitted groundwater withdrawals that exceed 20% of total water demand (10% in Regulatory Area 1). The purpose of the disincentive fee is to create an economic incentive for permittees to take steps to ultimately reduce groundwater use to no more than 20% of total water demand in Regulatory Areas 2 and 3 (10% in Regulatory Area 1) according to the schedule set forth in this Regulatory Plan. The disincentive fee can be avoided through actions in compliance with milestones contained in a certified Groundwater Reduction Plan (GRP). The disincentive fee is applied in each permit year that groundwater reduction requirements are not met.

The District periodically reviews the disincentive fee rate to ensure the rate encourages compliance with this Regulatory Plan and makes adjustments as necessary.

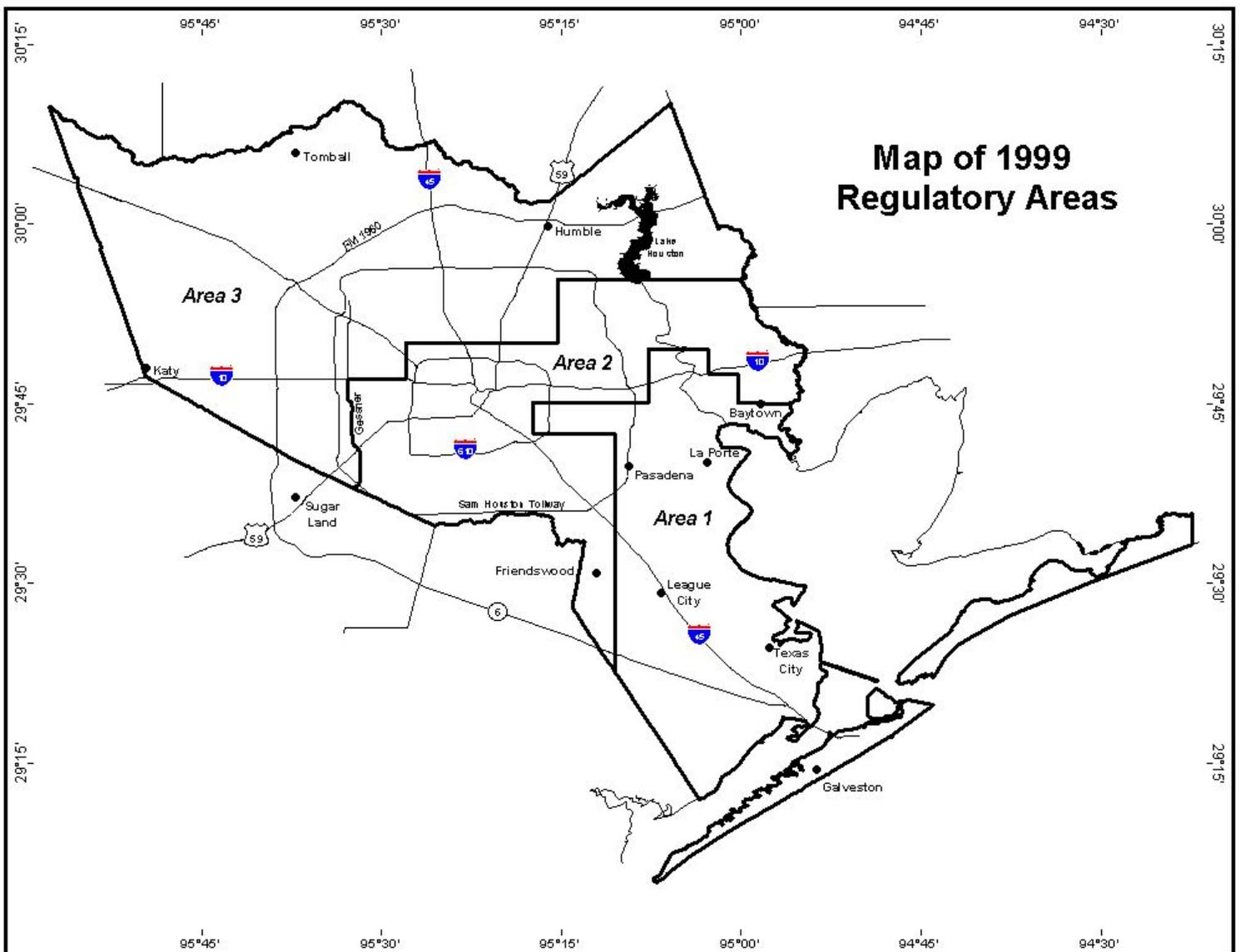
General Elements

Elements of the District's 2013 Regulatory Plan, which are applicable to all Regulatory Areas and all permittees, include:

1. When an alternative water supply is available to a site, regardless of total water demand, permittees will be required to reduce groundwater withdrawals to no more than 20% of their total water demand (10% in Regulatory Area 1), unless the permittee is in compliance with a certified GRP.
2. Permits for irrigating agricultural crops, as defined in the District Rules, are exempted from groundwater reduction requirements and disincentive fees in the Regulatory Plan. However, all permittees are encouraged to use best management practices to minimize groundwater withdrawals.
3. A disincentive fee will be applied consistent with specific groundwater reduction requirements in Regulatory Areas 1, 2 and 3.
4. Exemptions from the disincentive fee may be granted for users with a total water demand of 10 million gallons per year (MGY) or less.
5. Two or more permittees within the same Regulatory Area, may enter into Contractual Agreements to share costs or cooperate in ways that achieve orderly reductions in total

groundwater use and conversions to alternative water supplies. Any such groundwater reduction agreements must be approved by the District's Board of Directors. Permittees may join with or form new regional entities for the purpose of reducing groundwater withdrawal. Individual permittees will be waived from separate compliance with groundwater reduction requirements when they form part of a group of permittees, within the same Regulatory Area, that together (as a group) achieve compliance with the Regulatory Area requirement for that region or group.

6. Groundwater Credits will be honored for the terms, conditions and periods prescribed on each Certificate. Over Conversion Credits will be honored for the terms prescribed in the District Rules.



See Appendix A for a detailed description of Regulatory Area boundaries

Regulatory Area Requirements

The District is divided into three Regulatory Areas. This Regulatory Plan sets out a schedule for regulating groundwater withdrawal for each of the three Regulatory Areas. Specific Regulatory Area requirements are in addition to the general element requirements.

Regulatory Area One

1. Groundwater withdrawals for each permittee must comprise no more than 10% of the permittee's annual total water demand.
2. A disincentive fee will be applied to any groundwater allocation that constitutes greater than 10% of the permittee's total water demand.

Regulatory Area Two

1. Groundwater withdrawals for each permittee must comprise no more than 20% of the permittee's annual total water demand.
2. A disincentive fee will be applied to any groundwater allocation that constitutes greater than 20% of the permittee's total water demand.

Regulatory Area Three

1. Groundwater withdrawals for each permittee must comprise no more than 20% of the permittee's annual total water demand, unless the permittee is operating under a certified GRP.
2. A permittee (or a group of permittees operating under a single permit, within the same Regulatory Area) may submit a Groundwater Reduction Plan to the District's Board of Directors for certification. To qualify for certification a GRP must meet the minimum requirements of this Regulatory Plan. Existing certified GRPs must incorporate any changes required by this Regulatory Plan and resubmit that plan for certification no later than July 1, 2014. Any GRP that is not amended and re-certified will remain in effect, and the original deadlines and reduction percentages will remain in place.
3. A permittee operating under a certified GRP must maintain their groundwater withdrawals to comprise no more than 70% of the permittee's total water demand.
4. Beginning with permits issued in 2025, a permittee operating under a certified GRP shall be required to reduce and maintain their groundwater withdrawals to comprise no more than 40% of the permittee's total water demand.
5. Beginning with permits issued in 2035, and continuing thereafter, a permittee operating under a certified GRP shall be required to reduce and maintain their groundwater withdrawals to comprise no more than 20% of the permittee's total water demand.

6. A disincentive fee shall be applied to any groundwater allocation that constitutes greater than 20% of a permittee's total water demand unless the permittee is operating under and in compliance with a certified GRP.
7. A disincentive fee shall be applied to any groundwater allocation that constitutes greater than 20% of a permittee's total water demand if that permittee is not in compliance with their certified GRP.
8. Permittees who qualify for the Permit Reconciliation Process shall pay disincentive fees in accordance with that process.

Groundwater Reduction Plans

Regulatory Area Three

Permittees within Regulatory Area 3, with a total water demand greater than 10 million gallons per year, may avoid disincentive fees by submitting and receiving certification of a Groundwater Reduction Plan as long as they comply with the groundwater reduction goals and other milestones in that plan. GRPs must, at a minimum, include details of the strategies and steps necessary for achieving Regulatory Area 3 groundwater reductions. GRPs must be submitted for certification by the District's Board of Directors.

Minimum requirements for an acceptable GRP include:

1. Identification of current and projected total water demand
 - The data must be from a source agreed upon by the District
 - Projections must be for a time period sufficiently into the future to achieve full compliance with regulatory requirements.
 - Reasons detailing any potential increase in groundwater use.
2. Plans for groundwater reduction
 - Definition of infrastructure requirements to meet permittee's projected total water demand
 - Timetable showing what infrastructure will be constructed by a specific date to meet projected requirements
 - Explanation of how infrastructure costs will be financed
 - Identification of source for water supply, water provider, and amount of water supply available
 - Evidence (executed contractual agreement or financial commitment) that the water supplier has sufficient water supplies or rights and is willing to meet the permittee's projected alternative water demands necessary to meet the 2025 requirements
 - Timetable showing when contractual agreements or financial commitments will be executed for alternative water demands for 2035 and beyond

- Preliminary engineering report of the proposed facilities to be constructed, necessary to meet the 2025 requirements including a description of the proposed project and area maps.
- Conceptual schematic plans of the proposed facilities to be constructed, necessary to meet the 2035 requirements

3. Other information reasonably necessary for an adequate understanding of the project.

The Board of Directors may, during consideration of certifying a GRP, require additional information, milestones or reports as a condition of issuing the certification.

Groundwater Reduction Exemptions

A permittee that does not have an available alternative water supply, is not located in the service area of any regional water supplier, and presents an acceptable groundwater conservation plan to the District may be exempted from that Regulatory Area's groundwater reduction requirements and disincentive fees. The groundwater conservation plan must be presented to the Board of Directors for approval as part of that permittee's permit renewal no less than once every five years. The plan must provide for an annual report to the District and the Board of Directors may add requirements or adjust deadlines as needed to ensure maximum conservation is achieved. The District may, as part of that permittee's permit renewal consideration, determine that an alternative groundwater supply is available and therefore rescind the exemption and reduce the permit accordingly.

DEFINITIONS

“Alternative Water Supply” means metered water from any source that meets the regulatory requirements of the Regulatory Plan including but not limited to: surface water, reuse water, treated effluent, desalinated water, or water from a public water supply. Water obtained from any supplier that is in compliance with an approved groundwater reduction plan shall be considered an alternative water supply. Groundwater may only be utilized as an alternative water supply when it is provided as part of an approved groundwater reduction plan. Groundwater withdrawn from any county contiguous to the District does not qualify as an alternative water supply unless the permittee can demonstrate with clear and convincing evidence that the groundwater withdrawals will not cause groundwater level declines or subsidence within the District.

“Contractual Agreement” means the entire agreement made between the parties where one party agrees to provide a specified amount of an alternative water supply to another for a specified period of time.

“District” means the Harris-Galveston Subsidence District.

“District Act” means Chapter 8801, Texas Special District Local Laws Code.

“District Rules” means The Rules of the Harris-Galveston Subsidence District as amended from time to time.

“GRP” means Groundwater Reduction Plan.

“Groundwater” means water located beneath the earth’s surface within the District but does not include water produced with oil in the production of oil and gas.

“Permittee” includes any person to whom the District issues a permit allowing the withdrawal of a specified amount of groundwater for a designated period of time. Permittee may also include a group of individual entities, within the same Regulatory Area who have contracted together to operate under a single permit in order to meet groundwater reduction requirements.

“Person” includes corporation, individual, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, or any other legal entity.

“Preliminary Engineering” means the amount of engineering necessary to define the infrastructure needs of the project, to determine the feasibility and projected construction timetable of the project, and to establish reliable cost estimates. The requirement of preliminary engineering is not intended to include preliminary construction plans for the entire submittal; however, that level of detail could be required for specific components. The District will make the final determination of whether a proposed GRP meets the definition of preliminary engineering.

“Regulatory Area” means a geographic subdivision of the District in which goals are established to reduce groundwater withdrawals by specific deadlines.

“Subsidence” means the lowering in elevation of the surface of land by the withdrawal of groundwater.

“Total Water Demand” means the aggregate amount of alternative water supply and groundwater being utilized by a permittee to meet current or projected water needs.

“Well” means any facility, device, or method used to withdraw groundwater from the groundwater supply within the District.

“Withdraw” means the act of extracting groundwater by pumping or some other method.

APPENDIX A: Description of Regulatory Areas

Regulatory Area One

Beginning at the mouth of Cedar Bayou on Galveston Bay at the Harris County boundary, follow the Harris County boundary north to 29° 45' 00" north latitude.

Thence, west along this line of latitude to the point at 95° 00' 00" west longitude.

Thence, north along this line of longitude to the point at 29° 47' 30" north latitude.

Thence, west along this line of latitude to the point at 95° 02' 30" west longitude.

Thence, north along this line of longitude to the point 29° 50' 00" north latitude.

Thence, west along this line of latitude to the point at 95° 07' 30" west longitude.

Thence, south along this line of longitude to the point at 29° 45' 00" north latitude.

Thence, west along this line of latitude to the point at 95° 17' 30" west longitude.

Thence, south along this line of longitude to the point at 29° 42' 30" north latitude.

Thence, east along this line of latitude to the point at 95° 10' 00" west longitude.

Thence, south along this line of longitude to the common boundary of Galveston and Brazoria Counties.

Thence, continuing generally south-southeast along this Galveston County boundary to the southernmost extent of Galveston County.

Thence, continuing generally northeast along this Galveston County boundary to the common boundary with Chambers County, this being the easternmost extent of Galveston County.

Thence, continuing generally west and north along this Galveston County boundary to the common boundary of Harris County.

Thence, continuing generally north along this Harris County boundary to the point of beginning for Regulatory Area One, at the mouth of Cedar Bayou on Galveston Bay.

Regulatory Area Two

Beginning at the intersection of the common boundary of Galveston and Brazoria Counties and the line of 95° 10' 00" west longitude, follow this boundary generally north and northwest to Clear Creek, this being the southern boundary of Harris County.

Thence, generally west along the southern boundary of Harris County to the intersection of the common boundary of Harris and Fort Bend Counties and Gessner Road.

Thence, generally north along Gessner Road to the intersection with Interstate 10.

Thence, generally east along Interstate 10 to the point at 95° 27' 30" west longitude.

Thence, north along this line of longitude to the point at 29° 50' 00" north latitude.

Thence, east along this line of latitude to the point at 95° 15' 00" west longitude.

Thence, north along this line of longitude to the point at 29° 55' 00" north latitude.

Thence, east along this line of latitude to Cedar Bayou, this being the eastern boundary of Harris County.

Thence, generally south along the eastern boundary of Harris County to the point at 29° 45' 00" north latitude, this being the intersection of the boundary of Harris County and Regulatory Area One.

Thence, generally west and south, following the line of definition of Regulatory Area One to the point of beginning for Regulatory Area Two.

Regulatory Area Three

Beginning at the intersection of the common boundary of Harris and Liberty Counties and the point at 29° 55' 00" north latitude, follow the Harris County boundary generally, north to the farthest northeastern point in Harris County.

Thence, generally west from the farthest northeastern point, follow the Harris County boundary to the farthest northwestern point in Harris County.

Thence, generally south-southeast from the farthest northwestern point, follow the Harris County boundary to the common boundary of Harris, Fort Bend and Waller Counties.

Thence, generally southeast from this common boundary, follow the Harris County boundary to the point of intersection of the common boundary of Harris and Fort Bend Counties and Gessner Road, the point of beginning of Regulatory Area Two.

Thence, generally north and east, following the line of definition of Regulatory Area Two to the point of beginning for Regulatory Area Three.

COUNCIL MEETING

6-26-2014

AGENDA ITEM #5

LINEBARGER CONTRACT RENEWAL

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and the City of Humble, Texas (hereinafter referred to as the "Client").

Article I

Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2

Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and to any other taxing unit whose taxes are assessed and collected by the Client, and that are subject to this agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought;

(e) In the case of tangible personal property, on the 60th day after the delinquency date; or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3 *Compensation*

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, as follows:

(a) fifteen (15%) percent of the amount of all 2002 and prior year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected; and

(b) twenty (20%) percent of the amount of all 2003 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4 *Intellectual Property Rights*

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's

affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5 *Costs*

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6 *Term and Termination*

6.01 This Agreement shall be effective on July 1, 2014 (the "Effective Date") and shall expire on June 30, 2019 (the "Expiration Date"). After the Expiration Date, this Agreement shall continue on a month to month basis. Either party may terminate this contract for any reason by giving the other party thirty (30) days advance notice of termination in writing.

6.02 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.03 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement

constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.02 does not constitute any such waiver by the Firm.

Article 7
Miscellaneous

7.01 Assignment and Subcontracting. This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Integration. This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.03 Representation of Other Taxing Entities. The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

City of Humble, Texas

**Linebarger Goggan Blair
& Sampson, LLP**

By: _____
Donald G. McMannes, Mayor

By: _____
Charles A. "Chip" Sutton

Date:

Date:

ATTEST:

By: _____
Jason Stuebe, City Secretary

Date: