HUMBLE CITY COUNCIL
MEETING PACKET
JULY 11, 2013

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE HUMBLE CITY COUNCIL WILL BE HELD AT 6:30 P.M. ON THURSDAY, JULY 11, 2013 AT HUMBLE CITY HALL LOCATED AT 114 WEST HIGGINS STREET FOR THE PURPOSE OF DISCUSSING, CONSIDERING AND ACTING ON THE FOLLOWING ITEMS:

1. INVOCATION/PLEDGE OF ALLEGIANCE

2. MINUTES - JUNE 13, 2013 AND JUNE 27, 2013

3. FINANCIAL STATEMENT

4. CURRENT INVOICES

5. REAPPOINTMENT OF LARRY PEARSON, DR. GUY SCONZO, BARBARA REISCHMENN, M.D. AND NORMAN FUNDERBURK AS TRUSTEES FOR THE BOARD OF THE NORTHEAST HOSPITAL AUTHORITY

6. CHAMBER LEASE AGREEMENT

7. INTERLOCAL AGREEMENT WITH HARRIS COUNTY FOR ADMINISTRATION AND IMPLEMENTATION OF A REGIONAL WATERSHED PROTECTION EDUCATION PROGRAM

8. EXECUTIVE SESSION IN ACCORDANCE WITH PROVISIONS OF THE TEXAS GOVERNMENT CODE §551.074 PERSONNEL. DISCUSSION REGARDING THE POSITION OF CITY SECRETARY

9. CHANGE ORDER #1 – WELL # 6 REHABILITATION PROJECT

10. ARKK CONTRACT AMENDMENT – WELL # 6 REHABILITATION PROJECT

11. DEVELOPMENT PLAT OF DYNAMIC SPORTS NUTRITION, A SUBDIVISION OF 1.000 ACRE; KICATED UB TGE H,E,&W.T.R.R.CO. SURVEY ABSTRACT NO. 1046, CITY OF HUMBLE, HARRIS COUNTY, TEXAS BEING ALL OF RESERVE 2 OF THE PARTIAL REPLAT NO. 1 OF WILSON ROAD INDUSTRIAL COMPLEX – CLAPP PROPERTIES LLC.

12. DEVELOPMENT PLAT OF R B MACHINE WORKS, A SUBDIVISION OF 7.2325 ACRES; LOCATED IN THE H.E. & W.T.R.R.CO. SURVEY, ABSTRACT NO. 1432, CITY OF HUMBLE, HARRIS COUNTY, TEXAS

13. MONTHLY DEPARTMENT REPORTS

14. CORRESPONDENCE: TML UPDATES

15. ADJOURNMENT

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS 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.

I, Darrell Boeske, duly appointed City Manager for the city of Humble do hereby certify that the above notice was posted on Monday, July 8, 2013 at 4:30 p.m.

Darrell Boeske

COUNCIL MEETING

07-11-2013

AGENDA ITEM #2

MINUTES

MEETING 06-13-2013 & 06-27-2013

HUMBLE CITY COUNCIL

MINUTES

REGULAR MEETING

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

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

MEMBERS PRESENT:	Mayor Donnie McMannes, Presiding Councilmember Ray Calfee Councilmember Andy Curry Councilmember Allen Lee Councilmember Allan Steagall City Manager Darrell Boeske City Secretary Sue Daniel
EMPLOYEES PRESENT:	Director of Public Works Barry Brock Chief Gary Outlaw Finance Director Dixie Kellum Assistant Finance Director Aimee Philips Lieutenant Delbert Dawes
VISITORS PRESENT:	Juanita Steagall Jimmy Fry Jeanne McDonald Joel Cleveland Arliss Bentley Scott Brady Charles Cunningham David Pierce Diane Pierce Clinton Wong Michael Harney Jennifer Summer Fran Morris

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

1. INVOCATION/PLEDGE OF ALLEGIANCE

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

2. MINUTES - MAY 20, 2013 AND MAY 23, 2013

Minutes of the council meeting held May 20th and May 23rd were presented to the mayor and councilmembers for approval. Councilmember Lee moved to approve the Minutes of May 20

and May 23, 2013 as printed and circulated.

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

3. FINANCIAL STATEMENT

The financial statement for May was presented to the mayor and councilmembers for approval. Councilmember Andy Curry moved to accept the financial statement for accounting purposes.

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

4. CURRENT INVOICES

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

Accounts Payable:	
General Fund	$ 490,301.33
W/S Operating Fund	487,585.35
Special Revenue Fund	20,208.34
Red Light Camera Fund	76,019.23
Beautification Committee Fund	300.00
C.O., Series 2005A	149,715.23
Total	$ 1,224,129.48
Purchase Cards - April:	
General Fund	$ 67,643.77
W/S Operating Fund	17,164.87
Special Revenue Fund	992.45
Red Light Camera Fund	2,576.14
Beautification Committee Fund	52.66
C.O., Series 2005A	820.00
Total	$ 89,249.89

Councilmember Lee moved to pay the invoices.

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

5. ELECTION OF MAYOR PRO TEMPORE

Mayor McMannes moved to elect Councilmember Steagall as Mayor Pro Tempore.

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

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

City Manager Darrell Boeske informed the mayor and councilmembers that proposals had

been obtained to install decorative stone in the windows on the north side of Charles Bender High School. He stated that the windows are boarded up with plywood at the present time and they need to be fixed as to not damage the building.

The bids received were:

Vernon Masonry, Inc.	$ 38,300.00
Winco Masonry	$ 67,000.00
D&H Masonry	$ 45,000.00

Mayor McMannes moved to accept the proposal submitted by Vernon Masonry.

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

7. APPOINTMENT OF SCOTT BRADY AS ARCHITECT FROM BENDER HIGH SCHOOL RENOVATIONS

City Manager Boeske asked the mayor and councilmembers to consider appointing Scott Brady of Joiner Partnership, Inc. as the architect for the Charles Bender High School Renovations Project. Mayor McMannes moved to appoint Scott Brady as the architect for the Bender High School Renovations.

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

8. EXECUTIVE SESSION IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION §551.071 CONSULTATION WITH ATTORNEY - AMENDED AND RESTATED UTILITY AGREEMENT, UTILITY DEVELOPMENT AGREEMENT, AND DEVELOPMENT AGREEMENT BETWEEN INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT AND THE CITY OF HUMBLE, TEXAS

At 6:35 p.m. the regular council meeting was recessed so the council could meet in Executive Session. The Executive Session was called to consult with the city's attorney, Jeanne McDonald, on proposed agreements with Intercontinental Municipal Utility District.

The regular session was called back into order at 6:54 p.m.

9. APPROVAL OF THE AMENDED AND RESTATED UTILITY AGREEMENT BY AND BETWEEN INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT AND THE CITY OF HUMBLE, TEXAS

City Manager Boeske presented the Amended and Restated Utility Agreement between Intercontinental Municipal District and the City of Humble and recommended approval. Councilmember Lee moved to approve the Amended and Restated Utility Agreement.

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

10. APPROVAL OF THE UTILITY DEVELOPMENT AGREEMENT BY AND BETWEEN THE INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT AND THE CITY OF HUMBLE, TEXAS

City Manager Boeske presented the Utility Development Agreement between Intercontinental Municipal Utility District and the City of Humble and recommended approval. Councilmember Steagall moved to approve item # 10.

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

11. APPROVAL OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT AND THE CITY OF HUMBLE, TEXAS

City Manager Boeske presented a Development Agreement between the Intercontinental Municipal Utility District and the City of Humble. Councilmember Steagall moved to approve item # 11.

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

12. MONTHLY DEPARTMENT REPORTS

Mayor McMannes stated the monthly department reports were for information.

13. CORRESPONDENCE: TML LEGISLATIVE UPDATE

Mayor McMannes stated the correspondence was for information.

14. ADJOURNMENT

There being no further business to transpire, Mayor McMannes moved the meeting be adjourned. Meeting Adjourned. 6:55 p.m.

_____
D. G. McMannes
Mayor

ATTEST:

_____
Sue Daniel
City Secretary

HUMBLE CITY COUNCIL

MINUTES

REGULAR MEETING

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

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

MEMBERS PRESENT:	Mayor Donnie McMannes, Presiding Mayor Pro Tempore Allan Steagall Councilmember Merle Aaron Councilmember Ray Calfee Councilmember Andy Curry Councilmember Allen Lee City Manager Darrell Boeske City Secretary Sue Daniel
EMPLOYEES PRESENT:	Director of Public Works Barry Brock Finance Director Dixie Kellum Chief Gary Outlaw Captain Jay Wrobliske Finance Director Aimee Phillips Lieutenant Delbert Dawes Risk Manager Teresa Ower
VISITORS PRESENT:	Juanita Steagall Linda Aaron Naomi Curry James Baker Kathy Baker Barron Wallace Norman Funderburk Arliss Bentley Fran Morris

Mayor Donnie McMannes called the meeting to order at 6:30 p.m. with all members present.

1. INVOCATION/PLEDGE OF ALLEGIANCE

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

2. CURRENT INVOICES

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

Accounts Payable:	
General Fund	$ 174,917.51
W/S Operating Fund	44,650.28
Special Revenue Fund	1,599.32
Red Light Camera Fund	57,785.82
Beautification Committee Fund	300.00
	$ 279,252.93

Purchase Cards - May	
General Fund	$ 72,903.09
W/S Operating Fund	35,673.78
Special Revenue Fund	2,226.48
Red Light Camera Fund	3,436.36
Total	$ 114,239.71

Councilmember Lee moved to pay the Invoices.

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

3. ORDINANCE NO. 13-720 AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF OUTSTANDING CITY OF HUMBLE, TEXAS CERTIFICATES OF OBLIGATION, SERIES 1998

City Manager Darrell Boeske presented Ordinance No. 13-720 to the mayor and councilmembers and recommended approval.

ORDINANCE NO. 13-720

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

THE STATE OF TEXAS §
COUNTY OF HARRIS §

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

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

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

WHEREAS, the Certificate Ordinance authorizes the City to accomplish such redemption by depositing directly with The Bank of New York Mellon Trust Company, N. A., successor to

Chase Bank of Texas, National Association, the paying agent for the Certificates (the "Paying Agent/Registrar"), available funds of the City, in an amount sufficient to provide for the payment or redemption of the Redeemed Certificates on the Redemption Date; and

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

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

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

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

3. Redemption Prior to Maturity of Redeemed Certificates. The City hereby calls the Certificates described below for redemption prior to maturity on the Redemption Date, at a price of par plus accrued interest to the Redemption Date, and authorizes and directs notice os such redemption to be given in accordance with the terms of the Certificate Ordinance:

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

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

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

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

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

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

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

Councilmember Aaron moved to approve Ordinance No. 13-720.

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

4. ORDINANCE NO. 13-721 AN ORDINANCE OF THE CITY OF HUMBLE, TEXAS, RENAMING PUBLIC EASEMENT NO. 1 TO WEST FERGUSON STREET; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

City Manager Boeske presented Ordinance No. 13-721 to the mayor and councilmembers and asked for approval.

ORDINANCE NO. 13-721

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

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

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

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

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

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

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

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

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

Councilmember Lee moved to approve Ordinance No. 13-721.

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

5. ORDINANCE NO. 13-722 CONSENTING TO THE ANNEXATION OF LAND BY INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT

City Manager Boeske presented Ordinance No. 13-722 to the mayor and councilmembers for approval. He stated that this Ordinance is a formality necessary for the annexation and requested approval.

ORDINANCE NO. 13-722

AN ORDINANCE OF THE CITY OF HUMBLE, TEXAS, CONSENTING TO THE ADDITION OF LAND BY INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT

WHEREAS, the City of Humble, Texas (the "City"), received a Petition for Consent to Include Additional Land in Intercontinental Municipal Utility District of Harris County relating to the addition of approximately 747.404 acres located within the City's corporate boundaries; and

WHEREAS, Section 54.016 of the Texas Water Code provides that Land within a city's corporate boundaries may not be included within a municipal utility district without such city's consent, NOW, THEREFORE,

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

Section 1. The City Council of the City hereby grants its written consent to the inclusion of approximately 747.404 acres into INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT OF HARRIS COUNTY, as described and subject to the terms and conditions contained in Exhibit "A' attached hereto and incorporated herein for all purposes, and further subject to the consent conditions contained in Exhibit "B" attached hereto and incorporated herein for all purposes.

Section 2. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meeting Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents

posting hereof.

Section 3. This Ordinance shall take effect immediately upon its passage and adoption.

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

Mayor McMannes moved to adopt Ordinance No. 13-722.

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

6. DEVELOPMENT PLAT OF DYNAMIC SPORTS NUTRITION, A SUBDIVISION OF 1.000 ACRE; LOCATED IN THE H. E. & W. T. R. R. CO. SURVEY ABSTRACT NO. 1046, CITY OF HUMBLE, HARRIS COUNTY, TEXAS BEING ALL OF RESERVE 2 OF THE PARTIAL REPLAT NO. 1 OF WILSON ROAD INDUSTRIAL COMPLEX - CLAPP PROPERTIES LLC

City Manager Boeske informed the mayor and councilmembers that this agenda item would be deferred until the next meeting as the plat needs to include a detention pond.

7. PROFESSIONAL SERVICES AGREEMENT - ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING & RECOVERY SERVICES (PRE-EVENT DEBRIS MONITORING) - SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

City Manager Boeske presented a professional services agreement with Science Applications International Corporation for all hazards preparedness, planning, consulting and recovery services. The services performed by Science Applications International Corporation are essential to the city when a disaster occurs to be eligible for FEMA funds. Councilmember Allan Steagall moved to approve agenda item # 7.

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

8. APPOINT COUNCILMEMBERS ALLAN STEAGALL AND MERLE AARON TO OVERSEE BENDER HIGH SCHOOL BUILDING RENOVATIONS

Mayor McMannes stated that the function of the named councilmembers - Merle Aaron and Allan Steagall - would be somewhat different that as worded in the agenda item. The councilmembers would meeting with the architect to assist in the process of hiring the general contractor for the renovations to the Bender High School and then would report back to the council. Mayor McMannes moved to appoint the two councilmembers to sit on the committee.

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

9. MONTHLY DEPARTMENT REPORTS

Mayor McMannes stated the reports would be for information.

10. CORRESPONDENCE: TEXAS MUNICIPAL LEAGUE

Mayor McMannes stated the correspondence was for information.

11. ADJOURNMENT

There being no further business to transpire, Mayor McMannes moved the meeting be adjourned and introduced former City Manager James Baker. Meeting Adjourned.

D. G. McMannes
Mayor

ATTEST:

Sue Daniel
City Manager

COUNCIL MEETING

07-11-2013

AGENDA ITEM #3

FINANCIAL STATEMENT

City of Humble
Balance on Deposit, All Funds
For the Month of June 2013

General Fund:	
Cash	$ 4,776,845.48
Certificate of Deposit	2,835,115.22
Treasury Bills and Other Investments	15,022,623.11
Cash - METRO	8,277,708.32
Treasury Bills and Other Investments - METRO	4,991,344.66
Total	35,903,636.79
Water & Sewer Operating Fund:	
Cash	4,924,177.54
Certificate of Deposit	714,691.64
Treasury Bills and Other Investments	2,198,045.26
Total	7,836,914.44
Photo Traffic Safety Fund:	
Cash	1,743,191.79
Total	1,743,191.79
Hotel Tax Fund:	
Cash	345,246.66
Total	345,246.66
Sewer Plant Construction Fund:	
Cash	374,126.60
Total	374,126.60
Certificates of Obligation, Series 2005 A Construction:	
Cash	296,384.58
Total	296,384.58
Certificates of Obligation, Series 2005 B Construction:	
Cash	6,178.33
Total	6,178.33
Total All Funds:	
Cash	20,743,859.30
Certificate of Deposit	3,549,806.86
Treasury Bills and Other Investments	22,212,013.03
Total	**$ 46,505,679.19**

COUNCIL MEETING

07-11-2013

AGENDA ITEM #4

CURRENT INVOICES

ACCOUNTS PAYABLE CHECKS

Date	General Fund	Water & Sewer Operating Fund	Special Revenue	Red Light Camera	Beautification	2005 A Const	TOTAL
6/27/2013	349,968.60	152,247.65	13,071.98	208.33	432.65	$ 364,542.99	**$ 880,472.20**
							$ -

A/P Check Register
Checks from to

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
		Cash Account: 01-1070-00-00			
97338	06/27/13	A-LINE AUTO PARTS #25	886.03	O	Regular
97339	06/27/13	ADT SECURITY SERVICES	1,179.14	O	Regular
97340	06/27/13	AFLAC	2,075.98	O	Regular
97341	06/27/13	AH4R	43.64	O	Regular
97342	06/27/13	ALLIED WASTE SERVICES #852	1,349.49	O	Regular
97343	06/27/13	AMERICAN FIDELITY	896.00	O	Regular
97344	06/27/13	AMERICAN FIDELITY ASSURANCE	95.16	O	Regular
97345	06/27/13	AMERICAN TIRE DISTRIBUTORS	1,282.41	O	Regular
97346	06/27/13	ARKK ENGINEERS	84,601.76	O	Regular
97347	06/27/13	AT&T MOBILITY	5,574.32	O	Regular
97348	06/27/13	BARBARA CELL	90.00	O	Regular
97349	06/27/13	BEATRIZ FLORES	250.00	O	Regular
97350	06/27/13	BNI HOUSTON E.	300.00	O	Regular
97351	06/27/13	BOEKER'S HUMBLE ICE	156.00	O	Regular
97352	06/27/13	BRENDA KAY	6.00	O	Regular
97353	06/27/13	BRUMFIELD SANITATION SERVICES	590.00	O	Regular
97354	06/27/13	BUCHANAN, KEITH	39.79	O	Regular
97355	06/27/13	BYRON'S OF TEXAS	432.65	O	Regular
97356	06/27/13	CAMPBELL CONCRETE & MATERIALS,	345.00	O	Regular
97357	06/27/13	CARLOS SALAS JR	40.00	O	Regular
97358	06/27/13	CARMEN LANZA	6.00	O	Regular
97359	06/27/13	CARRILLO'S LANDSCAPE	225.00	O	Regular
97360	06/27/13	CENTURY ASPHALT	1,602.00	O	Regular
97361	06/27/13	CHAMPIONSHIP PRINTING INC	178.00	O	Regular
97362	06/27/13	CHANDA JOSEPH	100.00	O	Regular
97363	06/27/13	CHARLES WAITS	6.00	O	Regular
97364	06/27/13	CHLORINATOR MAINTENANCE CONST	2,509.37	O	Regular
97365	06/27/13	CHRISTINA SANTOS	100.00	O	Regular
97366	06/27/13	CIGNA HEALTHCARE	218,586.20	O	Regular
97367	06/27/13	CITY OF HOUSTON	77,588.25	O	Regular
97368	06/27/13	CITY OF HOUSTON HEALTH DEPT.	247.50	O	Regular
97369	06/27/13	CLEARWATER CHEMICAL, INC.	544.50	O	Regular
97370	06/27/13	CLEARWATER CHEMICAL, INC.	500.00	O	Regular
97371	06/27/13	COMCAST BUSINESS SERVICES	541.16	O	Regular
97372	06/27/13	CONFIDENTIAL RESEARCH	30.00	O	Regular
97373	06/27/13	CONROE WELDING SUPPLY	43.12	O	Regular
97374	06/27/13	COPECO INC dba SEAMLESS SOLUTI	39.13	O	Regular
97375	06/27/13	DAVID WASLEY	6.00	O	Regular
97376	06/27/13	DEBBIE MAYO	6.00	O	Regular
97377	06/27/13	DEBRA WALKER	6.00	O	Regular
97378	06/27/13	DEPARTMENT OF STATE HEALTH SRV	300.78	O	Regular
97379	06/27/13	DESHONDA DAVIS	250.00	O	Regular
97380	06/27/13	DEX ONE	97.50	O	Regular
97381	06/27/13	DK HANEY ROOFING	240.35	O	Regular
97382	06/27/13	DOMINGO VILLARREAL	1,500.00	O	Regular
97383	06/27/13	DONNA DOUGLASS	6.00	O	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
97384	06/27/13	EASTEX ENVIRONMENTAL LAB, INC.	1,922.00	O	Regular
97385	06/27/13	ELECTRICAL FIELD SERVICES	2,904.47	O	Regular
97386	06/27/13	ELVIA GUERRERO	125.00	O	Regular
97387	06/27/13	ELWOOD HOOEY	6.00	O	Regular
97388	06/27/13	EMPIRE, INC.	9,758.48	O	Regular
97389	06/27/13	FLORES, MANUELA	48.17	O	Regular
97390	06/27/13	FRAZER LTD	577.68	O	Regular
97391	06/27/13	GARY JOHNSON	6.00	O	Regular
97392	06/27/13	GINGER ROBERTSON	80.00	O	Regular
97393	06/27/13	GRADY'S POOL SERVICE	500.00	O	Regular
97394	06/27/13	H.I.M.	250.00	O	Regular
97395	06/27/13	HDR INC	24,847.22	O	Regular
97396	06/27/13	HENDRICKS POLYGRAPH INC	1,600.00	O	Regular
97397	06/27/13	HUMBLE ELEVATOR SERVICE INC	150.00	O	Regular
97398	06/27/13	HUNTON SERVICES	687.84	O	Regular
97399	06/27/13	IOP SERVICES	1,355.58	O	Regular
97400	06/27/13	J.A. YOUR CLEANING SERVICE	3,902.50	O	Regular
97401	06/27/13	JANET FLASCH	6.00	O	Regular
97402	06/27/13	JERRILYN CHRISTIAN	1,010.76	O	Regular
97403	06/27/13	JOCEFINA GARCILAZO	250.00	O	Regular
97404	06/27/13	JOHNNY WRIGHT	400.00	O	Regular
97405	06/27/13	K & S SPORTSWEAR	440.25	O	Regular
97406	06/27/13	LADONNA LOFTON	250.00	O	Regular
97407	06/27/13	LAKE HOUSTON FAMILY YMCA	1,440.00	O	Regular
97408	06/27/13	LASONYA JACKSON	250.00	O	Regular
97409	06/27/13	LINEBARGER GOGGAN BLAIR & SAMP	27,980.81	O	Regular
97410	06/27/13	LISA PHIPPS	100.00	O	Regular
97411	06/27/13	LOASE, DANIELLE	58.94	O	Regular
97412	06/27/13	LONG, KAREN	121.27	O	Regular
97413	06/27/13	LOPEZ UTILITIES CONTRACTOR	277,254.65	O	Regular
97414	06/27/13	LOPEZ, MOISES	3.25	O	Regular
97415	06/27/13	LT SYSTEMS INC.	5,118.75	O	Regular
97416	06/27/13	M & M PROSAFETY SUPPLY	641.47	O	Regular
97417	06/27/13	M & S ELECTRIC	560.00	O	Regular
97418	06/27/13	MAGNA FLOW ENVIRONMENTAL INC	1,107.89	O	Regular
97419	06/27/13	MAINTENANCE OF HOUSTON, INC.	1,268.00	O	Regular
97420	06/27/13	MARIBEL LOPEZ	100.00	O	Regular
97421	06/27/13	MARTINEZ, VERONICA	35.13	O	Regular
97422	06/27/13	MICHAEL ADKINS	6.00	O	Regular
97423	06/27/13	MICHELLE BUSCEMI	600.00	O	Regular
97424	06/27/13	MICKIE SERVICE COMPANY INC	5,250.00	O	Regular
97425	06/27/13	MIKE SULLIVAN	34.00	O	Regular
97426	06/27/13	MONTE MITTAG	6.00	O	Regular
97427	06/27/13	MUNICODE	2,139.03	O	Regular
97428	06/27/13	NAKESHA SMITH	100.00	O	Regular
97429	06/27/13	NAPCO CHEMICAL CO INC	484.75	O	Regular
97430	06/27/13	NATURAL VITAMINS	26.80	O	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
97431	06/27/13	NED STREETY	22.72	O	Regular
97432	06/27/13	NET SALES DIRECT	4,559.82	O	Regular
97433	06/27/13	NOVUS WOOD GROUP	2,150.00	O	Regular
97434	06/27/13	OCIE GARRETT	6.00	O	Regular
97435	06/27/13	OFFICE DEPOT	551.32	O	Regular
97436	06/27/13	OLNEY, DOROTHY	47.41	O	Regular
97437	06/27/13	PATRICK GITU	250.00	O	Regular
97438	06/27/13	PHYSIO-CONTROL, INC	578.20	O	Regular
97439	06/27/13	PIERCE, DR	44.74	O	Regular
97440	06/27/13	PLANET FORD	129.48	O	Regular
97441	06/27/13	PLANET FORD	339.18	O	Regular
97442	06/27/13	PLATINUM COFFEE SERVICE INC	370.35	O	Regular
97443	06/27/13	POOLSURE/MID-CO	152.84	O	Regular
97444	06/27/13	PRAGI PATEL	250.00	O	Regular
97445	06/27/13	PRESTON AUTO REPAIR	198.75	O	Regular
97446	06/27/13	R&L FIRE CONTROL	410.00	O	Regular
97447	06/27/13	RAINBOW PEST CONTROL	1,709.00	O	Regular
97448	06/27/13	RAMSHUR & SONS CONTRACTING CO	1,518.67	O	Regular
97449	06/27/13	REGINA PRUITT	100.00	O	Regular
97450	06/27/13	RHONDA GRAY	100.00	O	Regular
97451	06/27/13	RHONDA PEELER	250.00	O	Regular
97452	06/27/13	RODNEY MULLINS	6.00	O	Regular
97453	06/27/13	RONNIE PIKE	220.00	O	Regular
97454	06/27/13	ROSSONIAN CLEANERS	1,432.00	O	Regular
97455	06/27/13	SABRINA BAKER	250.00	O	Regular
97456	06/27/13	SAM'S CLUB DIRECT	2,289.70	O	Regular
97457	06/27/13	SANJAY PATEL	250.00	O	Regular
97458	06/27/13	SCHULZ, BRIAN	20.64	O	Regular
97459	06/27/13	SCTE	250.00	O	Regular
97460	06/27/13	SHEILA A THORNTON	912.33	O	Regular
97461	06/27/13	SHERRY LARK	6.00	O	Regular
97462	06/27/13	SILVINA SALAZAR	100.00	O	Regular
97463	06/27/13	SMITH MUNICIPAL SUPPLIES	978.24	O	Regular
97464	06/27/13	ST. LUKE MISSIONARY	250.00	O	Regular
97465	06/27/13	STAN STANART	36.00	O	Regular
97466	06/27/13	STANDARD INSURANCE COMPANY	4,227.32	O	Regular
97467	06/27/13	SUE DANIEL	816.03	O	Regular
97468	06/27/13	SUN COAST RESOURCES INC	19,575.28	O	Regular
97469	06/27/13	SUPERIOR RENTAL & DESIGN	1,808.00	O	Regular
97470	06/27/13	SUSAN DAVIS	6.00	O	Regular
97471	06/27/13	SUSAN LEWIS	6.00	O	Regular
97472	06/27/13	SYLVIA PEREZ	250.00	O	Regular
97473	06/27/13	TAMICA DIRDEN	6.00	O	Regular
97474	06/27/13	TAY'S SPRINKLER SERVICE	291.55	O	Regular
97475	06/27/13	TCAH	700.00	O	Regular
97476	06/27/13	TCAH	300.00	O	Regular
97477	06/27/13	TEXAS CASH COW INVESTMENTS	47.49	O	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
97478	06/27/13	TEXAS MONTHLY	20.00	O	Regular
97479	06/27/13	THE DAVEY TREE EXPERT CO	4,949.20	O	Regular
97480	06/27/13	THE KEEP ON TRUCKING CO., INC.	267.96	O	Regular
97481	06/27/13	THE LIGHT HOUSE	250.00	O	Regular
97482	06/27/13	TORRES, GILBERT	28.65	O	Regular
97483	06/27/13	TRAYLOR MECHANICAL INC.	150.00	O	Regular
97484	06/27/13	TRENA JOSEPH	250.00	O	Regular
97485	06/27/13	TYCO INTEGRATED SECURITY LLC	225.93	O	Regular
97486	06/27/13	US HEALTH WORKS MEDICAL GROUP	175.00	O	Regular
97487	06/27/13	VAZQUEZ, PABLO	49.95	O	Regular
97488	06/27/13	VERIZON WIRELESS	7.80	O	Regular
97489	06/27/13	VESTA HAMMONDS	806.64	O	Regular
97490	06/27/13	VIPER PRODUCTS & SERVICES LLC	5,420.00	O	Regular
97491	06/27/13	WASTE MANAGEMENT	2,335.20	O	Regular
97492	06/27/13	WELLS FARGO FINANCIAL LEASING	315.00	O	Regular
97493	06/27/13	WIMBERLEY AIR SOLUTIONS	2,584.04	O	Regular
97494	06/27/13	WISENBAKER, AMY	6.31	O	Regular
97495	06/27/13	WRIGHT LINE	32,100.92	O	Regular
97496	06/27/13	XL PARTS NO 9	43.08	O	Regular
97497	06/27/13	YP	110.00	O	Regular
97498	06/28/13	HEATHER FINE	346.54	O	Quick Check

Check totals:	880,472.20
ACH totals:	
EFTPS totals:	
Wire transfer totals:	
GRAND TOTALS	880,472.20

COUNCIL MEETING

07-13-2013

AGENDA ITEM #5

REAPPOINTMENT OF TRUSTEES FOR BOARD OF THE NORTHEAST HOSPITAL AUTHORITY

COUNCIL MEETING

07-11-2013

AGENDA ITEM #6

CHAMBER LEASE AGREEMENT

City of Humble

Memo

To: Mayor and Council

From: Darrell Darrell

CC:

Date: 6/21/2013

Re: Chamber Lease Agreement / Bender Renovation

It is nearing time to offer a renewal contract to the Chamber on their lease agreement. Charlie has asked for a three year agreement with an additional three year extension if possible. It is not their desire to leave their current location.

With that in mind, I suggest we double their fee from $1,800.00 to $3,600.00. In addition, their portion of the electrical would be $250.00 per month. (total monthly fee would be $3,850.00) We would be responsible for the upkeep of the exterior/landscaping and they would contract for janitorial services. (we have been paying for the janitorial)

Please provide me any feedback in regards to these numbers.

The Mayor has asked the Mayor Pro-tem and Merle (with considerable construction knowledge) to meet with the Architect regarding the remodel plans for Bender High School. The first meeting will be to consider a State Law concerning our ability to use what is called "Construction Manager At Risk". This is a process whereby we interview several General Contractors, who we may hire in advance, and then that person consults with the Architect and details more in depth the issues involving a renovation project involving a very old building which will probably have some "unique " challenges. The process is designed as a cost saving measure. Please call me with questions and further information on the process.

LEASE AGREEMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

CITY OF HUMBLE §

This Lease Agreement is made and entered into this 25th day of July, 2003, by and between the **CITY OF HUMBLE**, Harris County, Texas, herein called Lessor, and the **HUMBLE AREA CHAMBER OF COMMERCE**, a nonprofit Texas Corporation, of Harris County, Texas, herein called Lessee.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, a portion of the premises situated at 110 West Main Street, Humble, Texas and more particularly described as follows:

> Premises heretofore known as the Humble Area Chamber of Commerce Office Building lease space and the former Octavia Fields Library Building space together with use of the parking facilities in common with the Humble Fire Marshal Office. This lease is limited to the improvement only and does not include vacant real estate. Separate from the lease space and donated by Lessor for temporary storage is the former office space of the Chamber president. Should Lessor require the future use of this storage space, thirty day written notification shall be provided to Lessee. A sketch of the leased portion and the temporary storage space is attached as Exhibit "A".

TERMS

(1) The term of this Lease shall be for a period of ten ~~(10)~~ 3 years commencing on August 1, 20~~03~~ 13 and ending on July 31, 20~~13~~ 16.

RENT

3,600.00 water, exterior Maintenance

(2) Lessee agrees to pay to Lessor a rental/~~utility/maintenance~~ fee for the leased premises in the sum of $ 1,500.00 per month in advance on the first day of each month, commencing on August 1, 2003 at such place as Lessor may from time to time specify by written notice served on Lessee. ~~Building lease space utility and maintenance expenses shall be reviewed on two (2) year intervals to determine the necessity for rental adjustments.~~

SPECIAL CONDITIONS

(3) Lessor agrees to allow Lessee to continue paying the current $ 650.00 per month lease fee until such time that the proposed lease premises is renovated and occupied (approximately one hundred and twenty (120) days). It is further agreed that the current lease fee shall be waived as provided in the following paragraph.

Lessor agrees to compensate Lessee for specific building lease space structural improvements relating to heating, ventilation, air conditioning (HVAC), restrooms, floors and ceilings totaling $30,000.00. This improvement cost shall be credited to the Lessee and monthly rental fees shall be waived beginning August 1, 2003.

Lessor shall rebate to Lessee $ 5,000.00 per year of the annual rental payment. Lessee on December 31, 2003, shall be entitled to one-half or $ 2,500.00 of the annual rental rebate. As a condition of the rebate, Lessee shall provide Lessor an annual report detailing the number of inquiries relating to tourism in Humble and the Humble area.

USE

(4) The leased premises shall be used only to carry on the business of a chamber of commerce and Lessee shall not permit the leased premises or any part thereof to be used for (a) any private business; (b) the creation or maintenance of a public nuisance; (c) anything which is against public regulations or rules of any public authority at any time applicable to the leased premises; or (d) any purpose or in any

manner which will obstruct, interfere with or infringe on the rights of other tenants of adjoining property owned by Lessor.

INDEMNITY AGREEMENT

(5) Lessee agrees to indemnify and hold Lessor and the property of Lessor, including the leased premises, free and harmless from any and all liability for injury to or death of any person, including Lessee and employees of Lessee, or for damage to property arising from the use and occupancy of the leased premises by Lessee or from the act or omission of any person or persons, including Lessee and employees of Lessee, in or about the leased premises with the express or implied consent of Lessee. Lessee shall provide Lessor with valid proof of liability insurance coverage and building content coverage.

ALTERATIONS AND IMPROVEMENTS

(6) Lessee shall make no alterations to the buildings on the leased premises nor construct any buildings or other improvements on the leased premises with out first having obtained the written consent of Lessor.

DESTRUCTION OF PREMISES

(7) Should any buildings or improvements on the leased premises be damaged or destroyed by fire, the elements, acts of God, or other causes not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, they shall be repaired or replaced by Lessor at his own cost and expense and the rent payable by Lessee pursuant to this lease shall be abated to the extent such damage or destruction renders the leased premises uninhabitable by Lessee. Provided, however, should the cost of repairing or restoring any buildings or improvements so damaged or destroyed exceed 50 percent of the replacement cost of all buildings, and improvements now located on the leased premises's Lessor may, at his option, either repair and restore the damage buildings and improvements or cancel this Lease and return any unearned rent previously paid by Lessee under this Lease.

CONDITION OF PREMISES

(8) Lessee stipulates that he has examined the leased premises as well as all buildings and improvements located thereon and they are all, at the date of this Lease, in good order, repair and a safe and clean condition.

MAINTENANCE OF PREMISES BY LESSEE

(9) Lessor shall, at its own cost and expense, maintain during the term of this Lease, the leased premises and the buildings and improvements on the leased premises in as good order, repair and safe and clean conditions they were in at the date of this Lease, reasonable wear and tear excepted.

IMPROVEMENTS PROPERTY OF LESSOR

(10) All alterations, changes and improvements built, constructed or placed on the leased premises by Lessee other than movable personal property, shall unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the leased premises at the expiration or sooner termination of this Lease. Nothing contained in this paragraph, however, shall authorize Lessee to make or place any such alterations, changes or improvements on the leased premises without having first obtained the written consent of Lessor.

ASSIGNMENT AND SUBLETTING

(11) Lessee shall not assign this Lease nor sublet the leased premises or any interest therein without first obtaining the written consent of Lessor. A consent by Lessor to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. An assignment or subletting without the written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at the option of Lessor, terminate this Lease.

DEFAULT BY LESSEE

(12) Should Lessee be in default for a period of more than thirty (30) days in the payment of any rent payable under this Lease or in the performance of any other provision of this Lease, Lessor may terminate this Lease and regain possession of the leased premises in the manner provided by the laws of this State of Texas in effect at the date of such default.

SUBORDINATION OF LEASE

(13) This Lease and Lessee's leasehold interest under this Lease are and shall be subject, subordinate and inferior to any lieu or encumbrance now or hereafter placed on the leased premises by Lessor, to all advances made under any such lien or encumbrance, to the interest payable on any such lien or encumbrance, and to any and all renewals and extensions of such leases or encumbrances.

RIGHT OF INSPECTION

(14) Lessor and his agents have the right at all reasonable times during the term of this Lease to enter the leased premises for the purpose of inspecting them and all buildings and improvements thereon.

HOLDOVER BY LESSEE

(15) Should Lessee remain in possession of the leased premises with the consent of Lessor after the expiration of this Lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions of this Lease but which shall be terminable by thirty (30) days written notice served by either Lessor or Lessee on the other party to this Lease.

NOTICES

(16) Any and all notices or other communication required or permitted by this Lease to be served on or given to either party to this Lease by the other party hereto shall be

in writing and shall be deemed duly served and given then when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to Lessee at the address of the leased premises or to Lessor at City Hall, Humble, Texas 77338. Either party hereto may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in this paragraph.

LOCATION OF RENT PAYMENT

(17) Unless changed by written notice pursuant to the provisions in Paragraph (16) above, all rent payable under this Lease shall be paid to Lessor at the above specified address.

ATTORNEY FEES

(18) Should any litigation be commenced between the parties hereto concerning the leased premises, this Lease, or the rights and duties of either party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney fees in such litigation.

WAIVER OF BREACH

(19) The waiver by Lessor of any breach of any provision of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Lease.

TIME OF ESSENCE

(20) Time is expressly declared to be of the essence of this Lease.

RIGHTS AND REMEDIES CUMULATIVE

(21) The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have be law, statute, ordinance or otherwise.

TEXAS LAW TO APPLY

(22) This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harris County, Texas.

LEGAL CONSTRUCTION

(23) In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceable shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

PRIOR AGREEMENT SUPERSEDED

(24) This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

AMENDMENT

(25) No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first written above.

THE CITY OF HUMBLE, TEXAS

Wilson Archer
Mayor

7-28-03
Date

HUMBLE AREA CHAMBER OF COMMERCE

Nancy Shortsleeve
Chairperson of the Board

7-25-03
Date

COUNCIL MEETING

07-11-2013

AGENDA ITEM #7

INTERLOCAL AGREEMENT

HARRIS COUNTY

Public Infrastructure Department
Architecture & Engineering Division

10555 Northwest Frwy., Suite 120
Houston, Texas 77092
(713) 956-3000

June 24, 2013

Mayor Donald McMannes
City of Humble
114 West Higgins
Humble, Texas 77338

Dear Mayor McMannes:

Our current Interlocal Agreement with your municipality for the Regional Watershed Protection Program (RWPP) has expired. There is a provision for an extension in this contract. The contract may be extended for the amount of $8,020.49. Your new term will run for an entire year effective September 1, 2013 through September 1, 2014. The Interlocal Agreement will be forwarded to you for your official signatures.

Please note that your new contract term may not be the same as it has in previous years. In order to simplify the renewal process for all RWPP partners, we have moved to a standard renewal date for everyone. This will not have an impact on your annual permit reporting to the TCEQ. All activities claimed on the RWPP annual report will be valid.

If you do not plan to renew your contract at this time, please inform us by Monday, July 8, 2013.

If you have any questions please contact Dimetra Hamilton, RWPP Program Manager, at 713-685-7353.

Sincerely,

David E. Goldberg, P.E., R.P.L.S.
Manager, General Services

DEG:dkh

cc: Central File

COUNCIL MEETING

07-11-2013

AGENDA ITEM #8

EXECUTIVE SESSION

COUNCIL MEETING

07-11-2013

AGENDA ITEM #9

CHANGE ORDER #1

WELL #6 REHABILITATION PROJECT

CHANGE ORDER NO. 1

PROJECT: Well Site No. 6 Elevated Tank and Ground Storage Tank Rehabilitation Project
PURCHASE ORDER NO. _____ PROJECT NO.: 12-020
TO: MK Painting, Inc.
Contractor and Address for Written Notice: 4157 Seventh, Wyandotte, Michigan 48192

REFERENCE RFIs/RFPs:

1.01 DESCRIPTION OF CHANGES

	CONTRACT AMOUNT	CHANGE TIME
ITEM No. 1 Scope: Install the coating system on the 420,000 gallon storage tank located at Well Site No. 6:	$130,000.00	0 DAYS

Item Description	*Unit*	*Plan*	*Unit Price*
Furnish material and labor to over-coat the exterior & interior coating system including surface preparation on the 420,000 gallon water tank per the Technical Specifications, Complete in Place, the Sum of:	L.S.	1	$130,000.00

JUSTIFICATION: The re-coating 420,000 gallon storage tank is budgeted for next year. It was determined that the City would realize a significant cost savings in re-coating this tank by adding it into the existing contract by change order.

ITEM No. 2 Scope: Installation of 6-inch steel conduits to the balcony on the ladder legs and additional conduit clips to the ladder	$9.700.00	0 DAYS

Item Description	*Unit*	*Plan*	*Unit Price*
Additional Conduit Clips to Ladder	L.S.	1	$2,700.00
6" Steel Conduits to Balcony on Ladder Legs	EA	2	$12,500.00
DELETION: Furnish material and labor to repair corrosion damaged areas and holes up to 6-inches in diameter as needed per the Technical Specifications, Complete in Place, the Sum of:	EA.	200	-$50.00
DELETION: Add Alternate No. 1 - Furnish materials and labor to pressure wash interior of blast cleaned steel on elevated tank to remove surface contaminates per the Technical Specifications, Complete in Place, the Sum of:	L.S.	1	-$4000.00
DELETION: Add Alternate No. 2 - Furnish material and labor to repair corrosion damaged areas and holes up to 6-inches in diameter as needed per the Technical Specifications, Complete in Place, the Sum of:	L.S.	1	-$4000.00

JUSTIFICATION: The additional conduit was needed to provide access for meter reading equipment cable, electrical cable or future communication equipment as needed.

TOTALS	**$139,700.00**	**0 DAYS**

PROJECT SUMMARY

1.02	CONTRACT PRICE SUMMARY	DOLLAR AMOUNT	PERCENT
A.	Original Contract Price	$629,000.00	100.00%
B.	Previous Change Orders	$0.00	0.00%
C.	This Change Order	$139,700.00	22.21%
D.	Contract Price	$768,700.00	122.21%

1.03	CONTRACT TIME SUMMARY	DURATION	COMPLETION DATE
A.	Original Contract Time	270 DAYS	December 5, 2013
B.	Previous Change Orders	0 DAYS	December 5, 2013
C.	This Change Order	0 DAYS	December 5, 2013
D.	Contract Time	270 DAYS	December 5, 2013

1.02 ACCEPTANCE BY CONTRACTOR

Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes include all costs associated with this Change Order.

Contractor Signature and Title _____ Date _____

1.03 ACCEPTANCE BY THE CITY OF TEXAS CITY

John D. Rudloff
ARKK Engineers, LLC

7/3/13
Date

City of Humble _____ Date _____

END OF DOCUMENT

COUNCIL MEETING

07-11-2013

AGENDA ITEM #10

ARKK CONTRACT AMENDMENT

WELL #6 REHABILITATION PROJECT

ARKK ENGINEERS

July 3, 2013

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

Re: Well # 6 Rehabilitation Project
City of Humble
ARKK Job No. 12-020

Dear Mr. Brock:

Enclosed please find three (3) executed copies of Change Order No. 1.

If you have any questions or need any additional information, please contact me at (713) 400-2755 or by email.

Sincerely,

ARKK Engineers

John D. Rudloff

John Rudloff, P.E.
Senior Project Manager

ARKK ENGINEERS

July 3, 2013

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

Re: Contract Amendment for Engineering Services for Painting 500,000 Gallon Elevated Storage Tank and 750,000 Gallon Ground Storage Tank at Well # 6 Site

Dear Mr. Brock:

As discussed, ARKK Engineering is requesting an amendment to the existing contract for performing construction administration and inspection services for the 420,000 Gallon Ground Storage Tank added to the Construction Contract by Change Order #1. It is requested that $2,500 be added to the construction administration budget amount and $10,000 be added to the construction inspection budget. As you are aware the construction phase of the contract is invoiced on a time and materials basis, therefore if this total amount is not needed to complete the project then it will not be invoiced, similar to many of the other projects which have had under runs at the end of the contract.

ARKK Engineers appreciates the opportunity the City of Humble has given us and we look forward to continuing our work with the City of Humble.

Sincerely,

ARKK Engineers, LLC

John D. Rudloff

John D. Rudloff, P.E.
Principal

Approved By:

_____

Darrell Boeske
City Manager

COUNCIL MEETING

07-11-2013

AGENDA ITEM #11

DEVELOPMENT PLAT

DYNAMIC SPORTS NUTRITION

COUNCIL MEETING

07-11-2013

AGENDA ITEM #12

DEVELOPMENT PLAT

RB MACHINE WORKS

COUNCIL MEETING

07-11-2013

AGENDA ITEM #13

MONTHLY DEPARTMENT REPORTS

NO MONTHLY REPORT

COUNCIL MEETING

07-11-2013

AGENDA ITEM #14

TML UPDATES

June 28, 2013
Number 24

Transportation Measure Dies in First Special Session… And They're Back Again in Second Special Session

A proposed constitutional amendment to divert some of the state's oil and gas tax revenue to transportation projects nearly passed the Texas Legislature during the special session, but ran out of time on the final day that saw a filibuster on an unrelated bill about abortion. The transportation amendment, S.J.R. 2 by Sen. Robert Nichols, had already passed both the House and the Senate, and was awaiting a final action in the Senate to approve a House floor amendment. Had S.J.R. 2 passed and been approved by voters in November, it would have diverted half of the oil and gas severance tax from the state's rainy day fund to the state highway fund, provided the rainy day fund maintained a certain minimum balance. The Senate never took the final vote, however, as S.J.R. 2 sat behind a controversial abortion bill on the calendar, S.B. 5, that failed to pass in the waning moments under a cloud of confusion over parliamentary rules concerning an eleven-hour filibuster by Sen. Wendy Davis.

In other business during the special session, the legislature adopted court-drawn congressional and state legislative redistricting maps. No other substantive legislation passed.

The governor has called a second special session to begin at 2 p.m. on Monday, July 1. As of now, the following issues are in the "call:"

- Legislation relating to the regulation of abortion procedures, providers, and facilities.

- Legislation relating to the funding of transportation infrastructure projects.
- Legislation relating to establishing a mandatory sentence of life with parole for a capital felony committed by a 17-year-old offender.

Senate Joint Resolution 1, which is similar to the transportation funding bill from the first special session, has already been filed. As usual, the League will monitor and take action as necessary on city-related bills.

U.S. Supreme Court Rules on Voting Rights Act

On June 25, the U.S. Supreme Court issued its opinion in *Shelby County v. Holder*. In the case, Shelby County, Alabama, alleged that the basis for applying the federal Voting Rights Act to certain states is unconstitutional. The Court agreed. It concluded that Section 4 of the Act is unconstitutional, but the holding also affects other portions of the law (including the requirement that any voting change be "precleared" by submitting it to the U.S. Department of Justice or a federal court for a determination that it is not discriminatory).

When Congress passed the Act in 1965, it determined that racial discrimination in voting was more prevalent in certain areas of the country. Section 4 of the Act established a formula to identify those areas, based on voting percentages of minorities and whether the area used discriminatory voting tests. Following its passage, the Act was reauthorized several times. In 2006, the Act was reauthorized for an additional 25 years, but the formula upon which it is based was not changed.

In its opinion, the Court essentially concluded that the formula was based on out-of-date evidence and noted that the Act "imposes current burdens and must be justified by current needs." According to the Court, "at the time, the coverage formula—the means of linking the exercise of the unprecedented authority with the problem that warranted it—made sense," but coverage today is based on decades-old data and eradicated practices.

The Court relied heavily on its 2009 opinion in a Texas Case, *Northwest Austin Municipal Utility District No. One v. Holder,* to conclude that circumstances have changed dramatically in the 50 years since the Act's passage. In other words, Congress "reenacted a formula based on 40-year-old facts having no logical relation to the present day."

The Court made clear that its opinion does not affect the permanent, nationwide ban on racial discrimination in voting found in Section 2 of the Act. (Section 2 of the Act bans any "standard, practice, or procedure" that "results in a denial or abridgement of the right of any citizen . . . to vote on account of race or color.") And, while the Court didn't address the Section 5 preclearance requirement, its decision on Section 4 would appear to eliminate it. That appears to be the case unless Congress acts at some point in the future using a formula that is based on current conditions. (Justice Thomas, in his concurring opinion, stated that the "demise" of the preclearance requirement is "inevitable," and that he would have simply declared it unconstitutional as well.)

The dissent argued that the law should have been upheld for many reasons, most notably that "jurisdictions covered by the preclearance requirement continued to submit, in large numbers, proposed changes to voting laws that the [U.S.] attorney general declined to approve, arguing that barriers to minority voting would quickly resurface were the preclearance remedy eliminated."

How will the decision affect Texas cities? Some of that remains to be seen, but it appears that federal preclearance for changes that affect voting in city elections may no longer be required. That also means preclearance may not apply to the state either. Thus, the Texas "Voter ID" law that has been tied up in preclearance litigation will be implemented. The same goes for the state and federal redistricting process.

For now, cities should consult with local legal counsel prior to taking action on the opinion. The League will work with the secretary of state and other interested parties to disseminate further information about preclearance, Voter ID, and other relevant issues.

Second Special Session: City-Related Bills Filed

TRANSPORTATION

2S.J.R. 1 (Nichols) – Transportation Funding: would amend the Texas Constitution to allow the transfer of certain general revenue to the state highway fund and the economic stabilization fund and to authorize the payment for principal and interest on certain highway improvement bonds.

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