NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

MONDAY, AUGUST 19, 2019

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, August 19, 2019 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 Call to Order

2.0 Invocation

- Led by Pastor Adam McIntosh – St. David's Church

3.0 Pledges to U.S. and Texas Flags

4.0 Public Comments and Receipt of Petitions *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.]*

5.0 Reports and Announcements

- ***Tomball City Pool – 2019 Swim Season -*** Jerry Matheson Park Pool will be open on Saturday and Sunday only on the weekends of August 24-25 and August 31-

September 1. The pool will be open on Monday, Labor Day (September 2). Pool hours are: Saturday & Sunday: 12 p.m.-8 p.m.

- September 14, 2019 **– 2nd Saturday at the Depot**
- September 28, 2019 – **GroovFest '19 at the Depot**
- October 5, 2019 – **5th "Annual Paces for Pink" 5K Run**
- October 12, 2019 – **"Zomball in Tomball" -** a 2nd Saturday at the Depot Event
- October 19, 2019 – **Freight Train Food Truck Festival at the Depot**
- October 26, 2019 – **9th Annual Tomball Bluegrass Festival** – 12:00 Noon-6:00 p.m.
- Reports by City staff and members of council about items of community interest on which no action will be taken:
    - Doris Speer – Tracylynn Garcia has earned the **Certified Municipal Clerk Certification** from ***International Municipal Clerks Association (IIMC)***
    - Glenn Windsor – Presentation of the Quarterly Investment Report for period ending June 30, 2019. The Public Funds Investment Act requires that a report of the City's Investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values at the end of the quarter, yield information, and weighted average maturities. On June 30, 2019, the City had total cash and cash equivalents in the amount of $68,247,819.00.

6.0 Approve the Minutes of the August 5, 2019 Regular Tomball City Council Meeting

7.0 Old Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

7.1 Adopt, on Second Reading, Ordinance No. 2019-15, an Ordinance of the City of Tomball, Texas, Finding and Determining that Public Convenience and Necessity no Longer Require the Continued Existence of Parts of Unimproved Roadways Between Persimmon Road and Hufsmith-Kohrville Road, all Situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas; Vacating, Abandoning, and Closing Said Unimproved Roadways and Street Rights-of-Way; Authorizing the Mayor to Execute and the City Secretary to Attest, Respectively, a Quitclaim Deed Conveying Said Unimproved Roadway and Street Right-of-Way to Raburn Commercial Resources, LP; Providing for Severability; and Containing Other Provisions Relating to the Subject

7.2 Adopt, on Second Reading, Ordinance No. 2019-18, an Ordinance Amending the Code of Ordinances of the City Council of the City of Tomball, Texas, by Repealing Article III. – Bingo Gross Receipts Tax, Section 42-58. – Construction and Administration. and Section 42-59 – Levy Of Tax., in Its Entirety; Providing for Severability; and Making Other Provisions and Findings Related Thereto

8.0 New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

8.1 Consideration and possible action to approve, as a Project of the Tomball

Economic Development Corporation, an agreement with BJ Services LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with capital improvements to its corporate headquarters located at 11211 FM 2920 Rd., Tomball, TX 77375. The estimated amount of expenditures for such Project is an amount not to exceed $91,316.00.

8.2 Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Aspen Pumps Inc. to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the relocation and development of its corporate headquarters to be located at 14600 Brown Road, Tomball, Texas 77377. The estimated amount of expenditures for such Project is an amount not to exceed $5,720.00.

8.3 Approve, on First Reading, Resolution No. 2019-29-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Phillips Cleaning Services, LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprises related to the construction of an office/warehouse facility to be located at 1311 Hicks Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is $26,313.00.

8.4 Approve Resolution No. 2019-27, a Resolution of the City Council of the City of Tomball, Texas, Setting a Public Hearing on October 7, 2019 at 6:00 P.M., to Discuss and Review a Proposed Ordinance Amending the City's Land Use Assumptions, Capital Improvements Plan and Impact Fees

9.0 New Business:

9.1 Conduct Second Public Hearing regarding the Proposed Budget for Fiscal Year 2019-2020

9.2 Adopt, on First Reading, Ordinance No. 2019-19, an Ordinance of the City Council of the City of Tomball, Texas, Adopting the Budget for the City of Tomball, Texas, for Fiscal Year 2019-2020; and Authorizing the City Manager to Approve Intra-Departmental (Within the Same Department Only) Transfers of Budgeted Funds; and Amending the Budget for the 2018-2019 Fiscal Year in Accordance with Actual Expenditures; and Providing Other Details Relating to the Passage of This Ordinance

9.3 Consideration to Approve **Zoning Case P19-090**: Request by Colleen Pye to Amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by Rezoning Approximately 0.53 Acres of Land legally described as Tract 91K Tomball Outlots, within the City of Tomball, Harris County, Texas, Generally Located on the East Side of Hospital Road, at 601 Hospital Road, from the Single-Family 9 District to the Single-Family 6 District.

- Conduct Public Hearing On **Zoning Case P19-090**
- Adopt, on First Reading, Ordinance No. 2019-16, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately 0.53 Acres of Land, Legally Described as Tract 91K Tomball Outlots, within the City of Tomball, Harris County, Texas, from the Single-Family 9 District to the Single-Family 6 District; Said Property

being generally located on the East Side of Hospital Road, at 601 Hospital Road; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed $2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters.

9.4 Approve Resolution No. 2019-26, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Date, Time, and Place for Public Hearing at which All Interested Parties shall have an Opportunity to be Heard; Providing for Publication of Notice of Such Public Hearing; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed *(Being 9.493 Acres of Land Situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and Being a Part of That Certain Tract of Land Described in the Deed to Merenco Realty, Inc. Recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is Part of that Certain 606.1394 Acre Tract of Land Described in the Deed to Merenco Realty, Inc. (an Undivided One-Half Interest) Recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T.)* – [Merenco Tract]

9.5 Approve Annexation and Service Agreement between City of Tomball and Merenco Realty, Inc. for Construction of Service Lines, Conveyance and Acceptance of Water and Sewer Facilities and Consent to Provide Service

9.6 Approve Request by The Houston Repertoire Ballet (HRB) for Financial Support for Eight Performances and Two Dress Rehearsals of "The Nutcracker" Ballet, to be held December 6-8, 2019 at the Tomball High School Theatre, in the Amount of $16,500.00.

9.7 Approve Spring Creek County Historical Association Request for $59,800.00 for Fiscal 2019-2020 Annual Operations.

9.8 Appoint/Reappoint Members to the Tomball Regional Health Foundation Board of Directors for Terms Expiring September 1, 2019

9.9 Approve Proposed Contract for Solid Waste Services between the City of Tomball and Waste Corporation of Texas, L.P.

9.10 Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.071 - Consultation with the City Attorney regarding a Matter that the Attorney's Duty Requires to be Discussed in Closed Session
- Sec. 551.072 - Deliberations Regarding the Purchase, Exchange, Lease, or Value of Real Property

10.0 Adjournment

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the15th day of August 2019 by 5:00 p.m., and remained posted for at least 72 continuous hours proceeding the scheduled time of said meeting.

Doris Speer

_____

Doris Speer
City Secretary, TRMC

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 feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY ALSO BE VIEWED ONLINE AT www.ci.tomball.tx.us.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:

- Led by Pastor Adam McIntosh – St. David's Church

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda:

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:

- ***Tomball City Pool – 2019 Swim Season -*** Jerry Matheson Park Pool will be open on Saturday and Sunday only on the weekends of August 24-25 and August 31-September 1. The pool will be open on Monday, Labor Day (September 2). Pool hours are: Saturday & Sunday: 12 p.m.-8 p.m.
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    - Doris Speer – Tracylynn Garcia has earned the **Certified Municipal Clerk Certification** from ***International Municipal Clerks Association (IIMC)***
    - Glenn Windsor – Presentation of the Quarterly Investment Report for period ending June 30, 2019. The Public Funds Investment Act requires that a report of the City's Investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values at the end of the quarter, yield information, and weighted average maturities. On June 30, 2019, the City had total cash and cash equivalents in the amount of $68,247,819.00.

Background:

Origination:
Various

Recommendation:
N/A

Party(ies) responsible for placing this item on agenda:
City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Tracylynn Garcia - Certified Municipal Clerk Certification from International Municipal Clerks Association (IIMC)
Quarterly Investment Report for period ending June 30, 2019

International Institute of Municipal Clerks

Hereby Confers The Title of

Certified Municipal Clerk

upon

Tracylynn Garcia, CMC

who has completed the requirements prescribed by the International Institute of Municipal Clerks for Certification.

(You must remain an active member for IIMC to recognize your CMC)

Certified This 6 Day Of August A.D. 2019

IIMC President

IIMC Director of Education

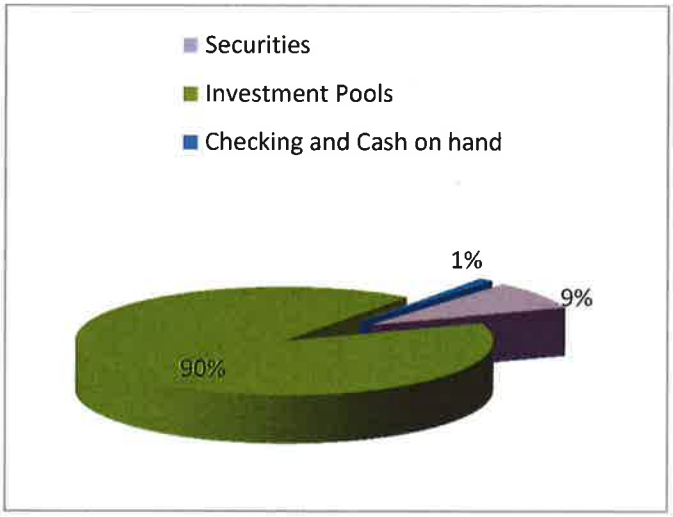
CITY OF TOMBALL
PORTFOLIO DIVERSIFICATION
June 30, 2019

By Type

		Current Market Value	Percent Portfolio
Securities	$	5,790,046	8%
Investment Pools		61,646,142	90%
Checking and Cash on hand		811,631	1%
Total Portfolio	$	68,247,819	

Safety of principal is the first priority of any Public investing portfolio. The City of Tomball invests in Securities of Federal, State and Local Governments, in Texas CLASS and in the state pool, TexPool. These investments are in securities with a rating of A-1/P-1 or higher and pools with Standard & Poor's highest rating of AAAm. Our charter requires that we maintain reserves of no less than 90 days and no more than one year of the current budgeted expenditures. The City currently has reserves in excess of the charter requirement.

Diversification by Type

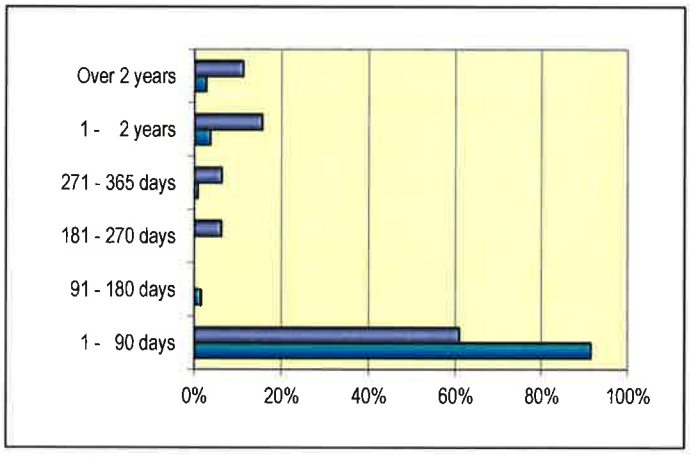


By Maturity

		Current Market Value	Percent Portfolio
1 - 90 days	$	62,457,773	92%
91 - 180 days		993,743	1%
181 - 270 days		-	0%
271 - 365 days		501,560	1%
1 - 2 years		2,465,111	4%
Over 2 years		1,829,632	3%
Total Portfolio	$	68,247,819	

Ensuring adequate liquidity is available to cover all expenditures is the second priority of any public investing program. The City staff forecasts cash flow and ladders the maturity of investments to ensure funds are adequate when needed. A portion of funds are kept in overnight investments as a buffer for any unexpected expenditures. These overnight investments (TexPool, Texas CLASS, Spirit of Texas Bank) have been performing according to market in the yield category as well as providing liquidity.

Diversification by Maturity



CITY OF TOMBALL
INVESTMENT PORTFOLIO SUMMARY
ACTIVITY FOR QUARTER ENDING
June 30, 2019

ALL CITY FUNDS (POOLED)

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
Beginning of period	5,257,287	5,251,398	0.999	2.418%	2.40%
Purchases	2,570,000	2,570,000			
Maturities/Calls	(2,100,000)	(2,100,000)			
Change in value	-	68,648			
End of period	5,727,287	5,790,046	1.0110	2.418%	1.92%

**Benchmark security is the One-year U. S. Treasury Bill
Weighted average maturity of the portfolio at quarter end is 668 days.

This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.

Treasurer

Asst. Treasurer

CITY OF TOMBALL
INVESTMENTS IN SECURITIES
PORTFOLIO AS OF JUNE 30, 2019

SECURITY DESCRIPTION	CUSIP NUMBER	RATING	MATURITY DATE	INTEREST YIELD	MARKET VALUE	DAYS AFTER 06/30/19	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	CALLABLE
1) Kansas St. Dev. Fin. Auth. Revenue- 2.608%	485429Y32	A+	4/15/2020	2.608%	501,560	290	8.662%	25.12	Y
2) Denton TX ISD- 2.50%	249002AS5	AAA	8/15/2020	2.500%	502,780	412	8.684%	35.78	N
3) FANNIE MAE 2.3%	313586RC5	AA	10/9/2019	0.000%	993,743	101	17.163%	17.33	N
4) Texas A&M Revenue -2.229	88213AHH1	AAA	5/15/2021	2.229%	905,580	685	15.640%	107.14	Y
5) Texas A&M Revenue - 1.4%	88213AFW0	AAA	5/15/2021	1.400%	272,539	685	4.707%	32.24	Y
6) Uversity of Texas TX Build America -3.405%	9151375P4	AAA	8/15/2020	3.405%	284,211	412	4.909%	20.22	Y
7) Hurst-Euless-Bedford TX ISD-2.434%	447819DX8	AAA	8/15/2021	2.434%	302,697	777	5.228%	40.62	N
8) Clear Creek TX ISD -3.4%	1845403R1	AAA	2/15/2022	3.400%	207,136	961	3.577%	34.38	Y
9) Uversity of Texas TX Build America -3.675%	9151375J8	AAA	8/15/2022	3.675%	335,187	1142	5.789%	66.11	Y
10) Lubbock TX- 2.520%	549188UK4	AA	2/15/2023	2.520%	508,215	1326	8.777%	116.39	N
11) Texas A&M Revenue -2.349%	88213AKA2	AAA	5/15/2023	2.349%	476,397	1415	8.228%	116.42	N
12) Federal Farm Credit Bank -2.490%	3133EKFJ0	AA	4/5/2021	2.490%	500,001	645	8.636%	55.70	Y
TOTALS				**2.418%**	**5,790,046**	**738**	**100.000%**	**667.46**	

CITY OF TOMBALL
CASH AND CASH EQUIVALENTS
FOR QUARTER ENDING
June 30, 2019

FUNDS	CASH AND CASH EQUIVALENTS						INVESTMENTS		
MAJOR FUNDS	SPIRIT OF TEXAS	TEXAS CLASS	TEXPOOL	OPERATING ACCOUNT	CASH ON HAND	TOTAL CASH AND CASH EQUIVALENTS	INVESTMENT SECURITIES	TOTAL INVESTMENTS	TOTAL CASH, CASH EQUIVALENTS AND INVESTMENTS
General		2,663,244.15	10,060,227.41	4,435.50	$ -	$ 12,727,907	$ 1,495,303	$ 1,495,303	$ 14,223,210
Debt Service		996,086.41	3,273,954.24	354,874.79	-	4,624,915.44	502,780.00	502,780.00	5,127,695.44
Enterprise		2,833,383.17	3,043,024.35	45,112.50	-	5,921,520.02	1,129,231.40	1,129,231.40	7,050,751.42
OTHER FUNDS									
Special Revenue		79,897.65	3,679.36	2,229.75	-	85,806.76	-	-	85,806.76
Housing Trust					-	-	-	-	-
Municipal Court Building Security		106,530.19	73,622.57	52,903.76	-	233,056.52	-	-	233,056.52
Municipal Court Technology		63,918.08	110,918.45	6,666.53	-	181,503.06	-	-	181,503.06
Hotel Occupancy Tax		106,530.19	395,436.07	6,901.97	-	508,868.23	-	-	508,868.23
Red Light Camera Program		1,956.99	260,689.67	8,054.89	-	270,701.55	-	-	270,701.55
Disaster Preparedness		-	-	227,340.88	-	227,340.88	-	-	227,340.88
Tomball "Fun Runs"		-	5,214.10	4,872.61	-	10,086.71	-	-	10,086.71
General Capital Projects	2,007,181.91	58,726.21	27,806,648.54	14,935.42	-	27,880,310.17	2,662,731.23	2,662,731.23	32,550,223.31
Business Park			914,583.55	-	-	914,583.55	-	-	914,583.55
Fleet Replacement		478,654.56	1,160,195.10	4,238.67	-	1,643,088.33	-	-	1,643,088.33
Water Capital Recovery		106,634.64	2,049,713.91	6,550.76	-	2,162,899.31	-	-	2,162,899.31
Sewer Capital Recovery		159,481.88	1,558,836.80	6,527.10	-	1,724,845.78	-	-	1,724,845.78
Health Insurance Trust		-	1,240,975.03	65,985.72	-	1,306,960.75	-	-	1,306,960.75
Tomball Legacy Fund		-	26,196.97	-	-	26,196.97	-	-	26,196.97
TOTALS	**$ 2,007,182**	**$ 7,655,044**	**$ 51,983,916**	**$ 811,631**	$ -	$ 60,450,591	$ 5,790,046	$ 5,790,046	$ 68,247,819

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:
Approve the Minutes of the August 5, 2019 Regular Tomball City Council Meeting

Background:

Origination:
City Secretary

Recommendation:
N/A

Party(ies) responsible for placing this item on agenda:
City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Draft Minutes - August 5, 2019 Regular Tomball City Council Meeting

MINUTES OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

MONDAY, AUGUST 5, 2019
6:00 P.M.

1.0 Meeting was called to order at by Mayor Fagan. Other members present:

Councilman Ford
Councilman Stoll
Councilman Klein Quinn
Councilman Townsend

Members absent:

Councilman Degges - Excused

Others present:

City Manager – Robert Hauck
Assistant City Manager – David Esquivel
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Director of Public Works – Beth Jones
Fire Chief – Randy Parr
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Director of Community Development – Craig Meyers
Fire Marshal – Joe Sykora
CSO Administrative Assistant – Sasha Luna
Community Events Coordinator – Denise Fiore
Marketing Assistant – Larrissa Roberts
Community Center Manager – Rosalie Dillon
Senior Accountant – Christine Brookshire
Police Officer-Investigations – James Harral

2.0 The invocation was led by Pastor Ed Matthews – Newness of Life Church.

3.0 The pledges to the U. S. and Texas Flags were led by Randy Parr.

4.0 The following public comments were received:

Henry Reid President – SCHA 11102 Olde Mint House, 77377	-	Expressed his appreciation to the City Council for the City's support of the Museum and mentioned items the SCHA will possibly request assistance with; requested a link on the City's website to the museum's website.

5.0 Reports and Announcements:

- ***Tomball City Pool – 2019 Swim Season -*** Jerry Matheson Park Pool will operate with normal hours through August 18. The pool will be open on Saturday and Sunday only on the weekends of August 24-25 and August 31-September 1. The pool will be closed every Monday during swim season 2019, except Labor Day (September 2). Normal pool hours are: Tuesday – Friday: 10 a.m.-6 p.m. and Saturday & Sunday: 12 p.m.-8 p.m.
- August 10, 2019 – **2nd Saturday at the Depot**
- September 28, 2019 **– GroovFest '19 at the Depot**
- October 5, 2019 **– 5th "Annual Paces for Pink" 5K Run**
- October 12, 2019 **– "Zomball in Tomball"**
- October 19, 2019 **– Freight Train Food Truck Festival at the Depot**
- October 26, 2019 **– 9th Annual Tomball Bluegrass Festival – 12:00 Noon-6:00 p.m.**
- Reports by City staff and members of council about items of community interest on which no action will be taken:
    - Denise Fiore and Larissa Roberts reported on the success of the **2019 Tomball Kids' Club** and presented certificates of appreciation to the sponsors and volunteers.
    - Mike Baxter reported on the success of the City's ***Apollo 11 - 50th Anniversary Regional Celebration***

6.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the July 15, 2019 Special Tomball City Council Meeting and the July 15, 2019 Regular Tomball City Council Meeting

Motion carried unanimously.

7.0 New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

7.1 Approve Resolution No. 2019-23, a Resolution of the City Council of the City of Tomball, Texas, Supporting HVM BP Tomball Cong., LLC, for the Rehabilitation of the Elderly Designated Multi-Family Housing Development Known as The Village Apartments and Authorize the Mayor to Issue a Letter of Support

7.2 Approve Resolution No. 2019-25, a Resolution of the City of Tomball, Harris County, Texas, Dedicating 2.72 Acres of Open Space/Parkland along the J131-01-00 Tributary of Boggs Gully Drainage Way in the Broussard Community Park as Described in Exhibit (A) Attached as Open Space for Perpetuity, as Required by The Texas Parks and Wildlife Department; Approving the Terms and Conditions of the Agreement; Authorizing Its Execution by the City Manager; Repealing All Resolutions in Conflict; Providing a Severability Clause; and Providing an Effective Date

7.3 Approve Proposed Amendments to Administrative Policy No. 23, entitled "Park Reservation Policy (Railroad Depot Gazebo, Railroad Depot Plaza, Juergens Park, Jerry Matheson Park, Theis Attaway Nature Park)"

7.4 Approve Administrative Policy No. 26, entitled "Rules and Regulations for City of Tomball Parks"

7.5 Approve Purchase of Equipment from Kompan, Inc. for Broussard Community Park, in the Amount of $94,273.49

7.6 Award Contract for Project No. 2019-07, for the Purchase of Materials for Phase II of a Utility Extension, to Accurate Utility Supply in the Amount of $158,893.65

Motion was made by Councilman Stoll, second by Councilman Townsend, to approve Items 7.1 through 7.6 on the New Business Consent Agenda.

Motion carried unanimously.

8.0 New Business:

8.1 Conduct First Public Hearing Regarding the Proposed Budget for Fiscal Year 2019-2020

Mayor Fagan opened the First Public Hearing Regarding the Proposed Budget for Fiscal Year 2019-2020 at 6:24 p.m.

Receiving no public comments, Mayor Fagan closed the Public Hearing at 6:24 p.m.

8.2 Motion was made by Councilman Townsend, second by Councilman Ford, to approve Resolution No. 2019-24, a Resolution of the City Council of the City of Tomball, Texas, Calling for a Public Hearing on the Creation of a Public Improvement District, Said Public Improvement District Being Located within the City of Tomball (TPID 10 – Raburn Reserve Subdivision); public hearing will be held on September 3, 2019.

Motion carried unanimously.

8.3 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve the abandonment of public rights-of-way and to read Ordinance No. 2019-15 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2019-15, an Ordinance of the City of Tomball, Texas, Finding and Determining that Public Convenience and Necessity no Longer Require the Continued Existence of Parts of Unimproved Roadways Between Persimmon Road and Hufsmith-Kohrville Road, all Situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas; Vacating, Abandoning, and Closing Said Unimproved Roadways and Street Rights-of-Way; Authorizing the Mayor to Execute and the City Secretary to Attest, Respectively, a Quitclaim Deed Conveying Said Unimproved Roadway and Street Right-of-Way to Raburn Commercial Resources, LP; Providing for Severability; and Containing Other Provisions Relating to the Subject. Vote was as follows:

Councilman Ford	Aye
Councilman Stoll	Aye
Councilman Degges	Absent
Councilman Townsend	Aye
Councilman Klein Quinn	Aye

Motion carried unanimously.

8.4 Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2019-18 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to adopt, on First Reading, Ordinance No. 2019-18, an Ordinance Amending the Code of Ordinances of the City Council of the City of Tomball, Texas, by Repealing Article III. – Bingo Gross Receipts Tax, Section 42-58. – Construction

and Administration. and Section 42-59 – Levy Of Tax., in Its Entirety; Providing for Severability; and Making Other Provisions and Findings Related Thereto. Vote was as follows:

Councilman Ford	Aye
Councilman Stoll	Aye
Councilman Degges	Absent
Councilman Townsend	Aye
Councilman Klein Quinn	Aye

Motion carried unanimously.

8.5 Executive Session: The City Council recessed at 6:36 p.m. to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.071 - Consultation with the City Attorney regarding a Matter that the Attorney's Duty Requires to be Discussed in Closed Session
- Sec. 551.072 - Deliberations regarding Real Property

Upon reconvening into regular session at 6:49 p.m., no action was taken.

9.0 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 19th day of August 2019.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:

Adopt, on Second Reading, Ordinance No. 2019-15, an Ordinance of the City of Tomball, Texas, Finding and Determining that Public Convenience and Necessity no Longer Require the Continued Existence of Parts of Unimproved Roadways Between Persimmon Road and Hufsmith-Kohrville Road, all Situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas; Vacating, Abandoning, and Closing Said Unimproved Roadways and Street Rights-of-Way; Authorizing the Mayor to Execute and the City Secretary to Attest, Respectively, a Quitclaim Deed Conveying Said Unimproved Roadway and Street Right-of-Way to Raburn Commercial Resources, LP; Providing for Severability; and Containing Other Provisions Relating to the Subject

Background:

Raburn Commercial Resources, LP requested the abandonment of three public rights-of-way within the boundaries of the future Hines residential development. Raburn Commercial Resources, LP owns the property on both sides of the rights-of-way and all Outlots will still have access to existing public rights-of-way after the abandonments. Letters of no objection for the abandonments have been provided by CenterPoint Energy, Comcast and AT&T.

Origination:

Raburn Commercial Resources, LP

Recommendation:

Adopt Ordinance No. 2019-15 on Second Reading

Party(ies) responsible for placing this item on agenda:

City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance No. 2019-15
Quitclaim Deed
Overall Plan
Letters of No Objection

ORDINANCE NO. 2019-15

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF PARTS OF UNIMPROVED ROADWAYS BETWEEN PERSIMMON ROAD AND HUFSMITH-KOHRVILLE ROAD, ALL SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT NUMBER 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS; VACATING, ABANDONING, AND CLOSING SAID UNIMPROVED ROADWAYS AND STREET RIGHTS-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, A QUITCLAIM DEED CONVEYING SAID UNIMPROVED ROADWAY AND STREET RIGHT-OF-WAY TO RABURN COMMERCIAL RESOURCES, LP; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * * * * * * *

WHEREAS, the City Council of the City of Tomball, Texas finds that public convenience and necessity no longer require the continued existence of the roadway and street right-of-way described below and that it should be vacated, abandoned, and closed for the reason that the same is no longer needed by the City; **now, therefore;**

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

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

Section 2. The City Council of the City of Tomball, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence a portion of unimproved roadways and street rights-of-way as described in Section 3 hereof.

Section 3. The roadway and street right-of-way, more particularly described in Exhibits "A, B and C" attached hereto and made a part hereof for all purposes, located within the City of Tomball, Harris County, Texas, is hereby vacated, abandoned, and closed.

Section 4. The Mayor and City Secretary are hereby authorized to execute and attest, respectively, a quitclaim deed, conveying the hereinabove described abandoned roadways and street rights-of-way to Raburn Commercial Resources, LP in consideration for the payment to the City of fair market value therefor.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 5TH DAY OF AUGUST 2019.

COUNCILMAN FORD	AYE
COUNCILMAN STOLL	AYE
COUNCILMAN DEGGES	ABSENT
COUNCILMAN TOWNSEND	AYE
COUNCILMAN KLEIN QUINN	AYE

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 19TH DAY OF AUGUST 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

_____
GRETCHEN FAGAN, MAYOR
City of Tomball

ATTEST:

_____
Doris Speer
City Secretary

QUITCLAIM DEED

Date: August 19, 2019

Grantor: **City of Tomball, Texas**

Grantor's Address (including County): 401 Market Street, Tomball, TX 77375
Harris County, Texas

Grantee: **Raburn Commercial Resources, LP**

Grantee's Address (including County): 8622 San Juanico Street, Houston, TX 77044
Harris County, Texas.

Consideration:

Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property:

(a) 0.2616 of one acre of 11,394 square feet of land, situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being a portion of that certain 30 foot Unimproved right-of-way as shown on Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas.

(b) 0.2732 of one acre or 11,903 square feet of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being a portion of that certain 30 foot Unimproved right-of-way as shown on Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas.

(c) 0.7990 of one acre or 34,802 square feet of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being a portion of that certain Sutton Lane (30 foot Unimproved right-of-way) as shown on Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas.

For the consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever. Neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right or title to the property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this the _____ day of _____ 2019.

GRANTOR:

City of Tomball, Texas

_____
Gretchen Fagan, Mayor

Attest:

_____
Doris Speer, City Secretary
(SEAL)

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____ 2019, by Gretchen Fagan, Mayor of City of Tomball, Texas, on behalf of said entity.

_____
Notary Public In and For the State of Texas

My Commission Expires: _____

After Recording, Please Return To:
City of Tomball, Texas
Attn: City Manager, c/o City Secretary
401 Market Street
Tomball, Texas 77375

DocuSign Envelope ID: CFC879CC-FF20-4884-AC51-C5AA7BF0BA10

DESCRIPTION
TRACT A
R.O.W. ABANDONMENT
WEST OF TOMBALL OUTLOT 354

0.2616 of one acre or 11,394 square feet of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being a portion of that certain 30 foot Unimproved right-of-way as shown on Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 0.2616 of one acre or 11,394 square feet of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap found in the Easterly right-of-way line of a 30 foot Unimproved right-of-way as shown on said Corrected Map of Tomball Outlots, for the Southwesterly corner of that certain Tract C of Truss Houston, Inc., a subdivision as shown on map or plat recorded under Volume 335, Page 107 of the Map Records of Harris County, Texas and the Northwesterly corner of that certain Outlot 354 of said Corrected Map of Tomball Outlots, from which a found 1/2 inch iron rod bears S 87°47'53" W, 0.72 feet;

Thence, S 02°32'22" E, along the Easterly right-of-way line of said 30 foot Unimproved right-of-way and the Westerly line of said Outlot 354, a distance of 379.66 feet to a 5/8 inch iron rod with cap found at the intersection with the Northerly right-of-way line of Sutton Lane (30 foot Unimproved right-of-way) as shown on said Corrected Map of Tomball Outlots, for the Southwesterly corner of said Outlot 354, from which a 1/2 inch iron rod bears N 87°15'14" E, 1.33 feet;

Thence, S 87°15'14" W, severing said 30 foot Unimproved right-of-way, a distance of 30.00 feet to the Easterly line of that certain Outlot 353 of said Corrected Map of Tomball Outlots;

Thence, N 02°32'22" W, along the Easterly line of said Outlot 353 and the Easterly line of that certain Outlot 350 of said Corrected Map of Tomball Outlots, a distance of 379.94 feet to a point for corner;

Thence, N 87°47'53" E, severing said 30 foot Unimproved right-of-way, a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.2616 of one acre or 11,394 square feet of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 01387-A)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:_____



Date: June 26, 2019
Job No: 18-102-00
Dwg No: HSC 01387-A
File No: E18-102.00D
Dwg. File: 1810200A.dwg

Exhibit "B"

DocuSign Envelope ID: CFC879CC-FF20-4884-AC51-C5AA7BF0BA10

SCRIPTION
TRACT B
R.O.W. ABANDONMENT
WEST OF TOMBALL OUTLOT 365

0.2732 of one acre or 11,903 square feet of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being a portion of that certain 30 foot Unimproved right-of-way as shown on Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 0.2732 of one acre or 11,903 square feet of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the Easterly right-of-way line of said 30 foot Unimproved right-of-way, for the Northwesterly corner of that certain called 10.27 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number G259047, the Southwesterly corner of that certain Outlot 365 of said Corrected Map of Tomball Outlots and the Northwesterly corner of that certain Outlot 368 of said Corrected Map of Tomball Outlots;

Thence, S 87°22'37" W, severing said 30 foot Unimproved right-of-way, a distance of 30.00 feet to the Easterly line of that certain Outlot 362 of said Corrected Map of Tomball Outlots;

Thence, N 02°32'22" W, along the Easterly line of said Outlot 362 and the Easterly line of that certain Outlot 359 of said Corrected Map of Tomball Outlots, a distance of 396.72 feet to a point for corner;

Thence, N 87°15'10" E, severing said 30 foot Unimproved right-of-way, a distance of 30.00 feet to a 5/8 inch iron rod with cap found for the Southwesterly corner of that certain Reserve "B" of Final Calvary Baptist of Tomball Subdivision, a subdivision as shown on map or plat recorded under Film Code Number 520133 of the Map Records of Harris County, Texas and the Northwesterly corner of said Outlot 365, from which a 5/8 inch iron rod with cap found for the Northwesterly corner of that certain Reserve "C" of said Final Calvary Baptist of Tomball Subdivision and the Northeasterly corner of said Outlot 365 bears N 87°15'10" E, 542.96 feet;

Thence, S 02°32'22" E, along the Westerly line of said Outlot 365, a distance of 396.79 feet to the POINT OF BEGINNING and containing 0.2732 of one acre or 11,903 square feet of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 01387-A-1)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:_____

STATE OF TEXAS
REGISTERED
HARRY H. HOVIS IV
4827
PROFESSIONAL
LAND SURVEYOR

Date: June 26, 2019
Job No: 18-102-00
Dwg No: HSC 01387-A-1
File No: F18-102.00D
Dwg. File: 1810200B.dwg

Exhibit "C"

DocuSign Envelope ID: CFC879CC-FF20-4884-AC51-C5AA7BF0BA10

DESCRIPTION
TRACT C
R.O.W. ABANDONMENT
PORTION OF SUTTON LANE

0.7990 of one acre or 34,802 square feet of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being a portion of that certain Sutton Lane (30 foot Unimproved right-of-way) as shown on Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 0.7990 of one acre or 34,802 square feet of land being more particularly described by metes and bounds as follows:

BEGINNING at a PK Nail found in the Easterly right-of-way line of South Persimmon (30 foot right-of-way), for the Southwesterly corner of that certain Outlot 352 of said Corrected Map of Tomball Outlots;

Thence, N 87°44'47" E, along the Southerly line of said Outlot 352 and the Southerly line of that certain Outlot 353 of said Corrected Map of Tomball Outlots, a distance of 1,160.05 feet to a 5/8 inch iron rod with cap found at the intersection with the Westerly right-of-way line of 30 foot Unimproved right-of-way as shown on said map or plat of said Corrected Map of Tomball Outlots, from which a found 5/8 inch iron rod bears N 57°57'42" W, 2.35 feet;

Thence, S 02°32'22" E, along the Westerly line of said 30 foot Unimproved right-of-way, a distance of 30.00 feet to a 5/8 inch iron rod with cap found for the Northeasterly corner of that certain Outlot 356 of said Corrected Map of Tomball Outlots;

Thence, S 87°44'47" W, along the Northerly line of said Outlot 356 and the Northerly line of that certain Outlot 355 of said Corrected Map of Tomball Outlots, a distance of 1,160.10 feet to a PK Nail found in the Easterly right-of-way line of said South Persimmon, for the Northwesterly corner of said Outlot 355;

Thence, N 02°26'40" W, along the Easterly right-of-way line of said South Persimmon, a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.7990 of one acre or 34,802 square feet of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

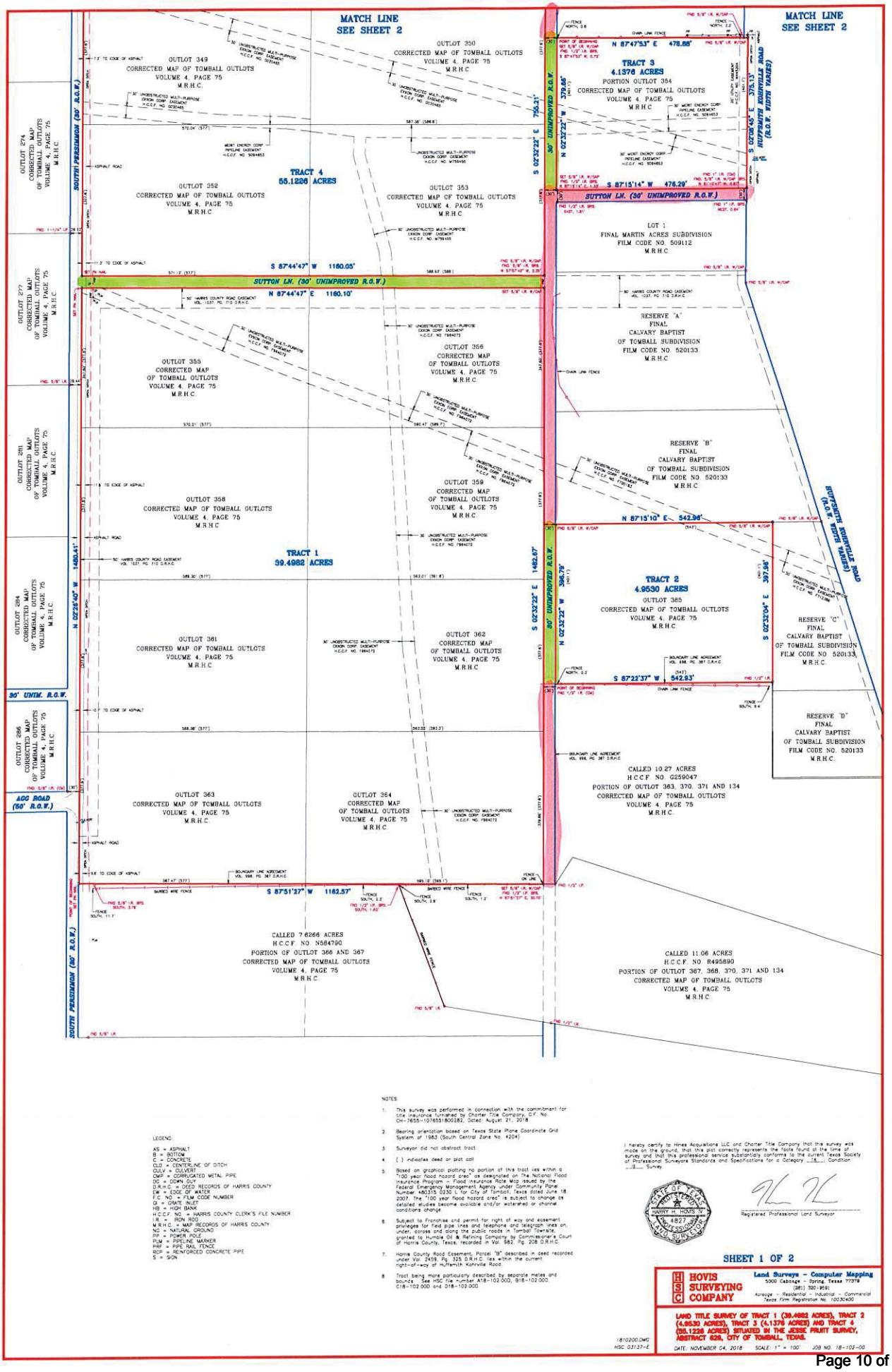
TRACT BEING SHOWN ON MAP (SEE HSC 01387-A-2)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:_____



Date: June 26, 2019
Job No: 18-102-00
Dwg No: HSC 01387-A-2
File No: G18-102.00D
Dwg. File: 1810200C.dwg


MATCH LINE
SEE SHEET 2
MATCH LINE
SEE SHEET 2
OUTLOT 349
CORRECTED MAP OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C.
OUTLOT 350
CORRECTED MAP OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C.
TRACT 3
4.1376 ACRES
PORTION OUTLOT 354
CORRECTED MAP OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C
N 87°47'53" E 478.88'
379.88'
N 02°32'22" W
S 02°32'22" E
750.21'
30' UNIMPROVED R.O.W.
S 02°08'45" E 378.13'
HUFFSMITH KOHRVILLE ROAD
(R.O.W. WIDTH VARIES)
SOUTH PERSIMMON (50' R.O.W.)
TRACT 4
55.1226 ACRES
OUTLOT 352
CORRECTED MAP OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C
OUTLOT 353
CORRECTED MAP OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C
S 87°15'14" W 476.29'
SUTTON LN. (30' UNIMPROVED R.O.W.)
LOT 1
FINAL MARTIN ACRES SUBDIVISION
FILM CODE NO. 509112
M.R.H.C
S 87°44'47" W 1160.05'
SUTTON LN. (30' UNIMPROVED R.O.W.)
N 87°44'47" E 1160.10'
RESERVE "A"
FINAL
CALVARY BAPTIST
OF TOMBALL SUBDIVISION
FILM CODE NO. 520133
M.R.H.C
OUTLOT 355
CORRECTED MAP
OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C.
OUTLOT 356
CORRECTED MAP
OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C
RESERVE "B"
FINAL
CALVARY BAPTIST
OF TOMBALL SUBDIVISION
FILM CODE NO. 520133
M.R.H.C
OUTLOT 358
CORRECTED MAP OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C
OUTLOT 359
CORRECTED MAP
OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C
N 87°15'10" E 542.96'
HUFFSMITH KOHRVILLE ROAD
(R.O.W. WIDTH VARIES)
TRACT 1
39.4982 ACRES
1482.67'
S 02°32'22" E
30' UNIMPROVED R.O.W.
N 02°32'22" W
386.79'
TRACT 2
4.9530 ACRES
OUTLOT 365
CORRECTED MAP OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C
397.58'
S 02°32'04" E
RESERVE "C"
FINAL
CALVARY BAPTIST
OF TOMBALL SUBDIVISION
FILM CODE NO. 520133
M.R.H.C.
S 87°22'37" W 542.93'
OUTLOT 361
CORRECTED MAP OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C
OUTLOT 362
CORRECTED MAP
OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C
RESERVE "D"
FINAL
CALVARY BAPTIST
OF TOMBALL SUBDIVISION
FILM CODE NO. 520133
M.R.H.C.
CALLED 10.27 ACRES
H.C.C.F. NO. G259047
PORTION OF OUTLOT 363, 370, 371 AND 134
CORRECTED MAP OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C.
30' UNIM. R.O.W.
ACC ROAD
(50' R.O.W.)
OUTLOT 363
CORRECTED MAP OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C.
OUTLOT 364
CORRECTED MAP
OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C
S 87°51'27" W 1162.57'
SOUTH PERSIMMON (50' R.O.W.)
CALLED 7.6266 ACRES
H.C.C.F. NO. N584790
PORTION OF OUTLOT 366 AND 367
CORRECTED MAP OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C.
CALLED 11.06 ACRES
H.C.C.F. NO. R495890
PORTION OF OUTLOT 367, 368, 370, 371 AND 134
CORRECTED MAP OF TOMBALL OUTLOTS
VOLUME 4, PAGE 75
M.R.H.C.
NOTES
1. This survey was performed in connection with the commitment for title insurance furnished by Charter Title Company, G.F. No. CH-7655-10765518002B2, Dated: August 21, 2018
2. Bearing orientation based on Texas State Plane Coordinate Grid System of 1983 (South Central Zone No. 4204)
3. Surveyor did not abstract tract.
4. ( ) indicates deed or plat call
5. Based on graphical plotting no portion of this tract lies within a "100 year flood hazard area" as designated on The National Flood Insurance Program – Flood Insurance Rate Map issued by the Federal Emergency Management Agency under Community Panel Number 480315 0230 L for City of Tomball, Texas dated June 18, 2007. The "100 year flood hazard area" is subject to change as detailed studies become available and/or watershed or channel conditions change.
6. Subject to Franchise and permit for right of way and easement privileges for field pipe lines and telephone and telegraph lines on, under, across and along the public roads in Tomball Townsite, granted to Humble Oil & Refining Company by Commissioner's Court of Harris County, Texas, recorded in Vol. 982, Pg. 208 D.R.H.C.
7. Harris County Road Easement, Parcel "B" described in deed recorded under Vol. 2459, Pg. 325 D.R.H.C. lies within the current right-of-way of Huffsmith Kohrville Road.
8. Tract being more particularly described by separate metes and bounds. See HSC file number A18-102.000, B18-102.000, C18-102.000 and D18-102.000.
LEGEND
AS = ASPHALT
B = BOTTOM
C = CONCRETE
CLO = CENTERLINE OF DITCH
CULV = CULVERT
CMP = CORRUGATED METAL PIPE
DC = DOWN GUY
D.R.H.C. = DEED RECORDS OF HARRIS COUNTY
EW = EDGE OF WATER
F.C. NO. = FILM CODE NUMBER
GI = GRATE INLET
HB = HIGH BANK
H.C.C.F. NO. = HARRIS COUNTY CLERK'S FILE NUMBER
I.R. = IRON ROD
M.R.H.C. = MAP RECORDS OF HARRIS COUNTY
NG = NATURAL GROUND
PP = POWER POLE
PLM = PIPELINE MARKER
PRF = PIPE RAIL FENCE
RCP = REINFORCED CONCRETE PIPE
S = SIGN
I hereby certify to Hines Acquisitions LLC and Charter Title Company that this survey was made on the ground, that this plat correctly represents the facts found at the time of survey and that this professional service substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition 2 Survey.
STATE OF TEXAS
HARRY H. HOVIS IV
4827
LICENSED
PROFESSIONAL
LAND SURVEYOR
Registered Professional Land Surveyor
SHEET 1 OF 2
HSC HOVIS SURVEYING COMPANY
Land Surveys – Computer Mapping
5000 Cabbage – Spring, Texas 77379
(281) 320-9591
Acreage – Residential – Industrial – Commercial
Texas Firm Registration No. 10030400
LAND TITLE SURVEY OF TRACT 1 (39.4982 ACRES), TRACT 2 (4.9530 ACRES), TRACT 3 (4.1376 ACRES) AND TRACT 4 (55.1226 ACRES) SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT 628, CITY OF TOMBALL, TEXAS.
1810200.DWG
HSC 03137-E
DATE: NOVEMBER 04, 2018
SCALE: 1" = 100'
JOB NO. 18-102-00

July 3, 2019

Brian Stidham
Hines Acquisitions
609 Main St., Suite 2400
Houston, Texas 77002

Re: "No Objection to Abandonment" of unimproved ROW 1-mile south of FM2920 on Huffsmith-Kohrville Rd., Tomball, TX.

Mr. Stidham,

AT&T offers "**No Objection**" to the abandonment of Tract A-0.2616 of one acre of 11,394 sq. ft., Outlot 354; Tract B-0.2732 of one acre or 11,903 sq. ft., Outlot 365; Tract C-0.7990 of one acre or 34,802 sq. ft., portion of Sutton Lane, all situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, as shown on Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas and described in your letter dated June 20, 2019.

If you have any questions or need any additional information, please email me at sm8285@att.com.

Sincerely,

Sonya Merrill

Sonya Merrill
Manager-Engineering
Right-of-Way

COMCAST

June 24, 2019

Mr. Brian Stidham
Director
Hines
609 Main Street, Suite 2400
Houston, TX 77002

- Re: No Objection to the abandonment of a portion of the unimproved Right of Ways located east of South Persimmon Right of Way approximately from Agg Road north to Lizzie Lane.

To Whom It May Concern:

Please accept this letter as notification that Comcast of Houston LLC, herein referred to as Comcast has no objection to the abandonment of a portion of the unimproved Right of Ways located in the land title survey of Tract 1 (39.4962 acres), Tract 2 (4.9530 acres), Tract 3 (4.1376 acres) and Tract 4 (55.1226 acres) situated in the Jesse Pruitt Survey, Abstract 629, City of Tomball, Texas, as Comcast has no facilities within these Right of Ways.

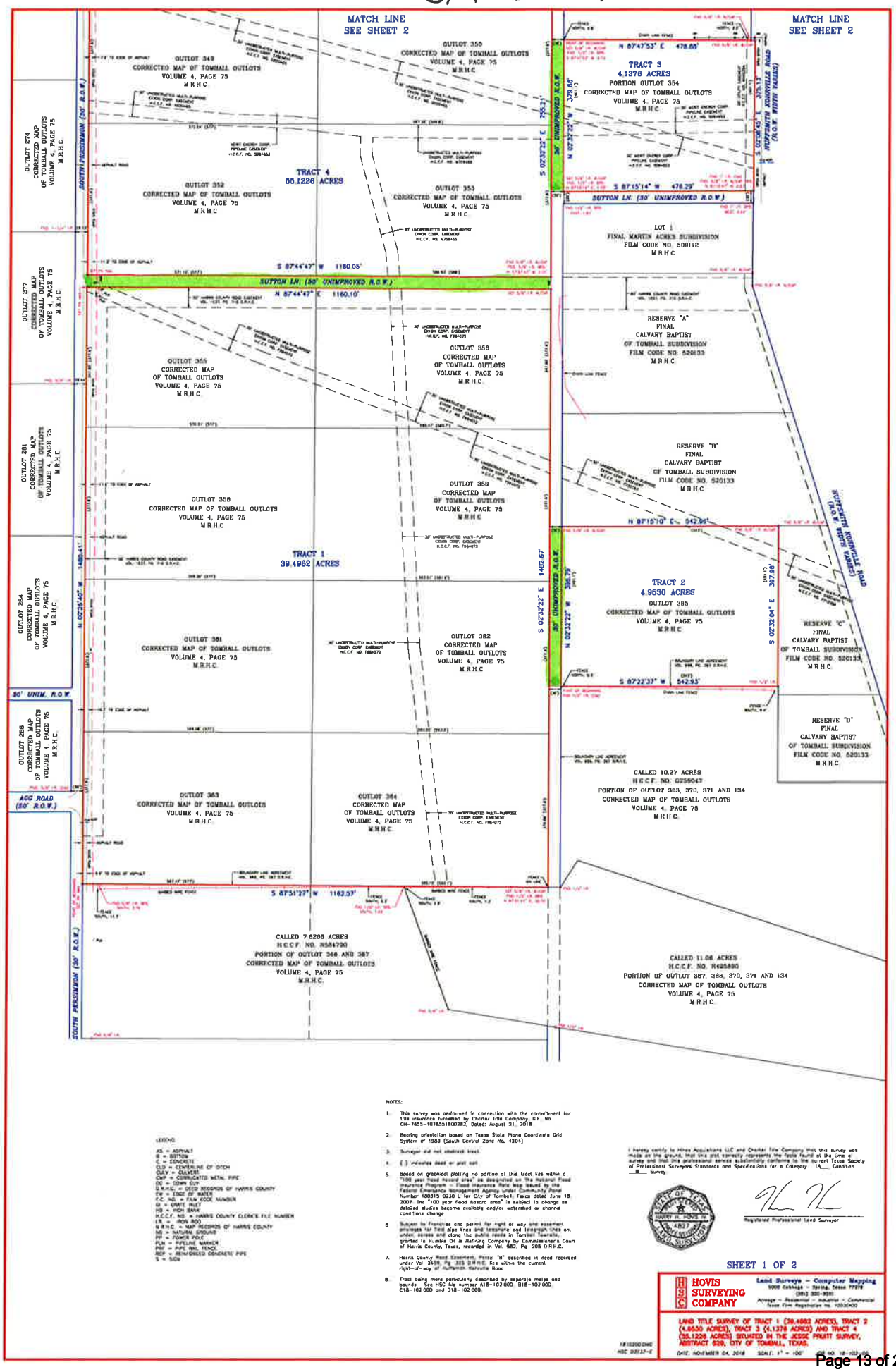
Please reference attachment for a pictorial reference of ROW's to be abandoned.

Please feel free to contact me at 713-637-5025 with any questions that you may have.

Sincerely,

Chris Grey
Construction Supervisor, Planning and Design

EXHIBIT "A"



NOTES:

1. This survey was performed in connection with the commitment for title insurance furnished by Charter Title Company, G.F. No CH-7655-1078551/800282, Dated: August 21, 2018
2. Bearing orientation based on Texas State Plane Coordinate Grid System of 1983 (South Central Zone No. 4204)
3. Surveyor did not abstract tract.
4. ( ) indicates deed or plat call
5. Based on graphical plotting no portion of this tract lies within a "100 year flood hazard area" as designated on The National Flood Insurance Program — Flood Insurance Rate Map issued by the Federal Emergency Management Agency under Community Panel Number 480315 0330 L for City of Tomball, Texas dated June 18, 2007. The "100 year flood hazard area" is subject to change as detailed studies become available and/or watershed or channel conditions change
6. Subject to franchise and permit for right of way and easement privileges for field pipe lines and telephone and telegraph lines on, under, across and along the public roads in Tomball Townsite, granted to Humble Oil & Refining Company by Commissioner's Court of Harris County, Texas, recorded in Vol. 982, Pg. 208 O.R.H.C.
7. Harris County Road Easement, Parcel "B" described in deed recorded under Vol. 2458, Pg. 325 D.R.H.C. lies within the current right-of-way of Huffsmith Kohrville Road
8. Tract being more particularly described by separate metes and bounds. See HSC file number A18-102 000, B18-102 000, C18-102 000 and D18-102 000.

LEGEND:
AS. = ASPHALT
B = BOTTOM
C. = CONCRETE
CLO = CENTERLINE OF DITCH
CULV = CULVERT
CMP = CORRUGATED METAL PIPE
DC = DOWN CUT
D.R.H.C. = DEED RECORDS OF HARRIS COUNTY
EW = EDGE OF WATER
F.C. NO. = FAN CODE NUMBER
G = GRATE INLET
HB = HICH BANK
H.C.C.F. NO. = HARRIS COUNTY CLERK'S FILE NUMBER
I.R. = IRON ROD
M.R.H.C. = MAP RECORDS OF HARRIS COUNTY
NG = NATURAL GROUND
PP = POWER POLE
PLN = PIPELINE MARKER
PRF = PIPE RAIL FENCE
RCP = REINFORCED CONCRETE PIPE
S = SIGN

I hereby certify to Hines Acquisitions LLC and Charter Title Company that this survey was made on the ground, that it is and correctly represents the facts found at the time of survey and that this professional service substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition II Survey

STATE OF TEXAS
HARRY H. HOVIS III
4827
REGISTERED PROFESSIONAL LAND SURVEYOR

Registered Professional Land Surveyor

SHEET 1 OF 2

HSC HOVIS SURVEYING COMPANY
Land Surveys – Computer Mapping
9000 Cabbage – Spring, Texas 77379
(281) 320-9281
Acreage – Residential – Industrial – Commercial
Texas Firm Registration No. 10030400

LAND TITLE SURVEY OF TRACT 1 (39.4982 ACRES), TRACT 2 (4.9530 ACRES), TRACT 3 (4.1378 ACRES) AND TRACT 4 (55.1226 ACRES) SITUATED IN THE JESSE PRATT SURVEY, ABSTRACT 639, CITY OF TOMBALL, TEXAS.

DATE: NOVEMBER 04, 2018 SCALE: 1" = 100' JOB NO. 18-102-00

18102000.DWG
HSC 03137-E

EXHIBIT "A"

LAND TITLE SURVEY OF TRACT 1 (28.4483 ACRES), TRACT 2 (6.8530 ACRES), TRACT 3 (9.1328 ACRES) AND TRACT 4 (55.1228 ACRES) SITUATED IN THE JESSE PruITT SURVEY, ABSTRACT 639, CITY OF TOMBALL, TEXAS

HOVIS SURVEYING COMPANY
Land Surveys – Computer Mapping
3200 Cherry – Spring Texas 77373
(281) 350-8661
Acreage – Residential – Commercial
Texas Firm Registration No. 10030400

DATE: NOVEMBER 04, 2019 SCALE: 1" = 100' JOB NO. 19-102-00

SHEET 2 OF 2

NOTES
1. This survey was performed in accordance with the commitment for title insurance furnished by Chicago Title Company, G.F. No. CH-7635-1836551600287 Dated August 21, 2018
2. Bearing orientation based on Texas State Plane Coordinate Grid System of 1983 (South Central Zone No 4204)
3. Surveyor did not observe cemetery
4. ( ) Indicates deed or plat call
5. Based on graphically plotting on portion of this tract (as shown on Flood Insurance Program – Flood Insurance Rate Map) dated by the Federal Emergency Management Agency under Community Panel Number 480315 0320 L for City of Tomball, Texas dated June 18 2007. The TOE (any floor fronting road – subject to change as detailed studies become available and/or waterline or channel conditions change
6. Subject to Franchise and permit for right of way and easement purposes for fuel pipelines and telephone and telegraph lines on, under, across and along the public roads in Tomball (notable granted to Phoenix Oil & Refining Company by Commissioner's Court of Harris County, Texas recorded in Vol 982 Pg 308 O/HCC
7. Harris County Road Easement, Parcel "B" described in deed recorded under Vol 2158 Pg 325 O/H.C. has within the current right-of-way of Huffsmith Kohrville Road
8. That being more particularly described by survey and plat of even date herewith
Bearing Sys NSC Fie number A16-103 000 B18-103 000 C18-103 000 and 018-102 000

LEGEND
AE = ASPHALT
C = CONCRETE
B = BOTTOM
CLF = CHAINLINK
CLOT = CLOTHES
CLO = CLOTHES OF DITCH
CPP = CONCRETE METAL PPE
DE = DRIVE EYE
E = EAST
EW = EAST OF WATER
F = EAST OF FENCE
G = GAS MAIN
H = HIGH
HCE = HARRIS COUNTY ELEVATED FLAT HEADER
HS = HIGH BANK
M = MEASURED
MH = MANHOLE
N = NORTH
NCE = NON ACCESS EASEMENT
NCP = NON CONCRETE PAVEMENT
NE = NORTH EAST
NW = NORTH WEST
O = OVER
OHW = OVER HEAD WIRES OF HARRIS COUNTY
P = PLAT
PP = POWER POLE
R = RADIUS
RCP = REINFORCED CONCRETE PIPE
S = SOUTH
SE = SOUTH EAST
SW = SOUTH WEST
W = WEST
WF = WOOD FENCE
WM = WATER METER

I hereby certify to Texas Republican LLC and Chicago Title Company that this survey was made on the ground, that this property represents the Metes found at the time of Professional Surveyors Registered and Qualified to do Surveying in the State of Texas Section II — Survey

Registered Professional Land Surveyor

CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700

July 9, 2019

Brian Stidham
Hines Acquisitions
609 Main Street Suite 2400
Houston, Texas 77002

Re: Street & Alley Closure
R/W File # SA 96665Z-1

Dear Brian Stidham:

The City of Tomball has been asked to close and abandon a portion of a 30-foot-wide unimproved right-of-way the location of which is shown or described in Exhibits "A" and "B", hereto attached and made a part hereof.

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that it has no facilities located within the area to be abandoned. Therefore, CenterPoint Energy will interpose no objection to the request as filed.

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street/alley closure has not been completed. CenterPoint Energy respectfully requests that the City of Tomball forward a copy of the final abandonment ordinance to CenterPoint Energy to complete our files and to update our map records.

Yours truly,

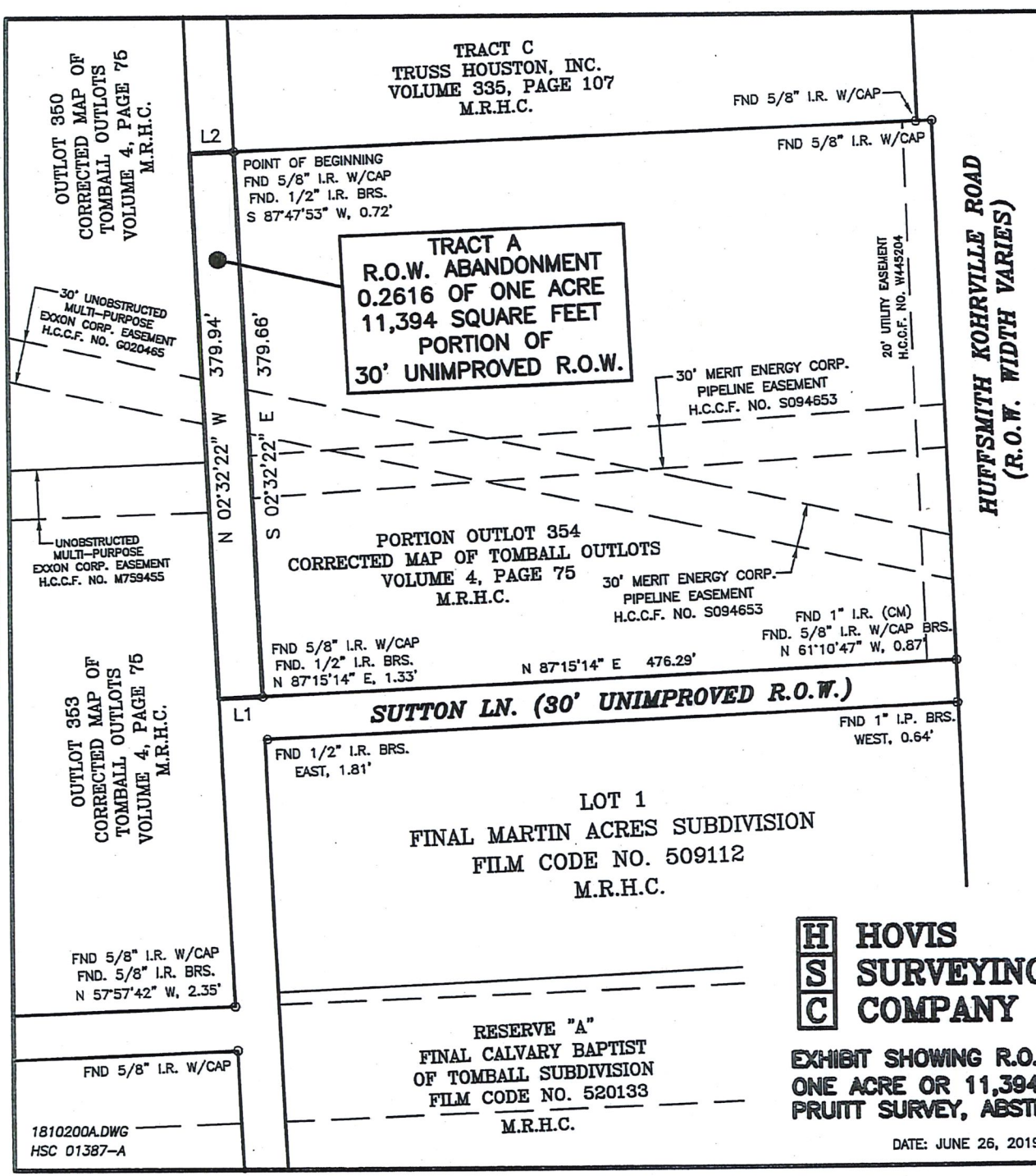
CenterPoint Energy

LaWanda J. Grant

LaWanda J. Grant, SR/WA
Senior Right of Way Agent
Surveying & Right of Way
713-207-6539

Enclosures

EXHIBIT A



LEGEND:

D.R.H.C. = DEED RECORDS OF HARRIS COUNTY
F.C. NO. = FILM CODE NUMBER
H.C.C.F. NO. = HARRIS COUNTY CLERK'S FILE NUMBER
I.R. = IRON ROD
M.R.H.C. = MAP RECORDS OF HARRIS COUNTY

LINE	DISTANCE	BEARING
L1	30.00'	S 87°15'14" W
L2	30.00'	N 87°47'53" E

NOTES:

1. This survey was performed without the benefit of a current title report therefore all easements and other matters of record which may have been granted may not be shown hereon.
2. Bearing orientation based on Texas State Plane Coordinate Grid System of 1983 (South Central Zone No. 4204)
3. Surveyor did not abstract tract.
4. Tract being more particularly described by separate metes and bounds. See HSC file number E18-102.00D.

STATE OF TEXAS
REGISTERED
HARRY H. HOVIS IV
4827
PROFESSIONAL
LAND SURVEYOR

Registered Professional Land Surveyor

HOVIS SURVEYING COMPANY
Land Surveys – Computer Mapping
5000 Cabbage – Spring, Texas 77379
(281) 320-9591
Acreage – Residential – Industrial – Commercial
Texas Firm Registration No. 10030400

EXHIBIT SHOWING R.O.W. ABANDONMENT (TRACT A-0.2616 OF ONE ACRE OR 11,394 SQUARE FEET) SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT 629, CITY OF TOMBALL, TEXAS.

DATE: JUNE 26, 2019 SCALE: 1" = 100' JOB NO.: 18-102-00

EXHIBIT B

DESCRIPTION
TRACT A
R.O.W. ABANDONMENT
WEST OF TOMBALL OUTLOT 354

0.2616 of one acre or 11,394 square feet of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being a portion of that certain 30 foot Unimproved right-of-way as shown on Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 0.2616 of one acre or 11,394 square feet of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap found in the Easterly right-of-way line of a 30 foot Unimproved right-of-way as shown on said Corrected Map of Tomball Outlots, for the Southwesterly corner of that certain Tract C of Truss Houston, Inc., a subdivision as shown on map or plat recorded under Volume 335, Page 107 of the Map Records of Harris County, Texas and the Northwesterly corner of that certain Outlot 354 of said Corrected Map of Tomball Outlots, from which a found 1/2 inch iron rod bears S 87°47'53" W, 0.72 feet;

Thence, S 02°32'22" E, along the Easterly right-of-way line of said 30 foot Unimproved right-of-way and the Westerly line of said Outlot 354, a distance of 379.66 feet to a 5/8 inch iron rod with cap found at the intersection with the Northerly right-of-way line of Sutton Lane (30 foot Unimproved right-of-way) as shown on said Corrected Map of Tomball Outlots, for the Southwesterly corner of said Outlot 354, from which a 1/2 inch iron rod bears N 87°15'14" E, 1.33 feet;

Thence, S 87°15'14" W, severing said 30 foot Unimproved right-of-way, a distance of 30.00 feet to the Easterly line of that certain Outlot 353 of said Corrected Map of Tomball Outlots;

Thence, N 02°32'22" W, along the Easterly line of said Outlot 353 and the Easterly line of that certain Outlot 350 of said Corrected Map of Tomball Outlots, a distance of 379.94 feet to a point for corner;

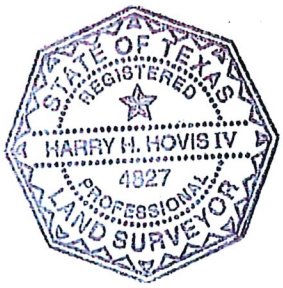
Thence, N 87°47'53" E, severing said 30 foot Unimproved right-of-way, a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.2616 of one acre or 11,394 square feet of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 01387-A)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:_____



Date: June 26, 2019
Job No: 18-102-00
Dwg No: HSC 01387-A
File No: E18-102.00D
Dwg. File: 1810200A.dwg

CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700

July 9, 2019

Brian Stidham
Hines Acquisitions
609 Main Street Suite 2400
Houston, Texas 77002

Re: Street & Alley Closure
R/W File # SA 96665Z-2

Dear Brian Stidham:

The City of Tomball has been asked to close and abandon a portion of Sutton Lane a 30-foot-wide unimproved right-of-way the location of which is shown or described in Exhibits "A" and "B", hereto attached and made a part hereof.

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that it has no facilities located within the area to be abandoned. Therefore, CenterPoint Energy will interpose no objection to the request as filed.

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street/alley closure has not been completed. CenterPoint Energy respectfully requests that the City of Tomball forward a copy of the final abandonment ordinance to CenterPoint Energy to complete our files and to update our map records.

Yours truly,

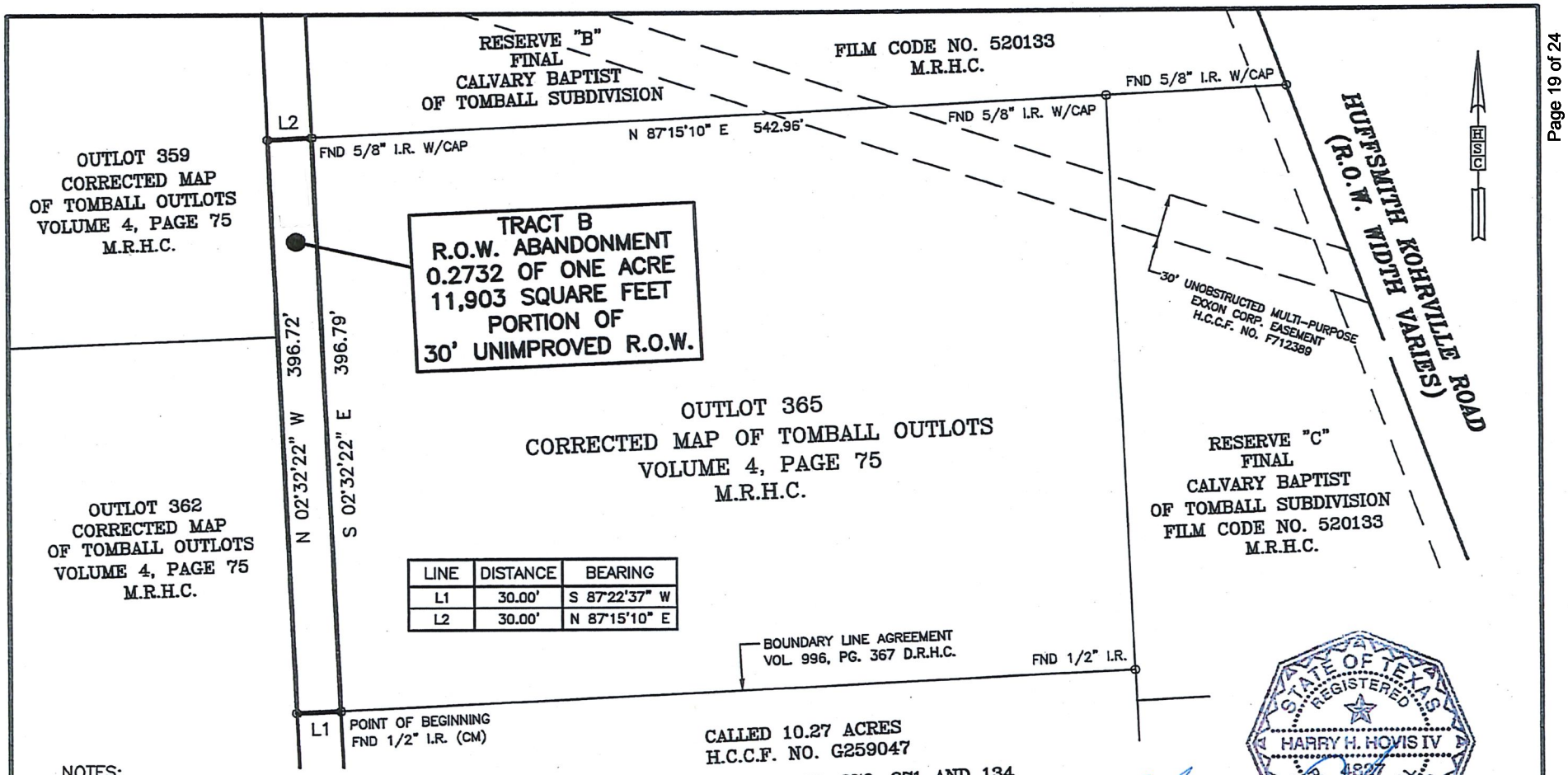
CenterPoint Energy

LaWanda J. Grant

LaWanda J. Grant, SR/WA
Senior Right of Way Agent
Surveying & Right of Way
713-207-6539

Enclosures

EXHIBIT A



LINE	DISTANCE	BEARING
L1	30.00'	S 87°22'37" W
L2	30.00'	N 87°15'10" E

NOTES:

1. This survey was performed without the benefit of a current title report therefore all easements and other matters of record which may have been granted may not be shown hereon.
2. Bearing orientation based on Texas State Plane Coordinate Grid System of 1983 (South Central Zone No. 4204)
3. Surveyor did not abstract tract.
4. Tract being more particularly described by separate metes and bounds. See HSC file number F18-102.00D.

LEGEND:

D.R.H.C. = DEED RECORDS OF HARRIS COUNTY
F.C. NO. = FILM CODE NUMBER
H.C.C.F. NO. = HARRIS COUNTY CLERK'S FILE NUMBER
I.R. = IRON ROD
M.R.H.C. = MAP RECORDS OF HARRIS COUNTY

STATE OF TEXAS
REGISTERED
HARRY H. HOVIS IV
4827
PROFESSIONAL
LAND SURVEYOR

Registered Professional Land Surveyor

HOVIS SURVEYING COMPANY

Land Surveys — Computer Mapping
5000 Cabbage — Spring, Texas 77379
(281) 320-9591
Acreage — Residential — Industrial — Commercial
Texas Firm Registration No. 10030400

EXHIBIT SHOWING R.O.W. ABANDONMENT (TRACT B-0.2732 OF ONE ACRE OR 11,903 SQUARE FEET) SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT 629, CITY OF TOMBALL, TEXAS.

DATE: JUNE 26, 2019 SCALE: 1" = 100' JOB NO.: 18-102-00

1810200B.DWG
HSC 01387-A-1

EXHIBIT B

DESCRIPTION
TRACT B
R.O.W. ABANDONMENT
WEST OF TOMBALL OUTLOT 365

0.2732 of one acre or 11,903 square feet of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being a portion of that certain 30 foot Unimproved right-of-way as shown on Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 0.2732 of one acre or 11,903 square feet of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the Easterly right-of-way line of said 30 foot Unimproved right-of-way, for the Northwesterly corner of that certain called 10.27 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number G259047, the Southwesterly corner of that certain Outlot 365 of said Corrected Map of Tomball Outlots and the Northwesterly corner of that certain Outlot 368 of said Corrected Map of Tomball Outlots;

Thence, S 87°22'37" W, severing said 30 foot Unimproved right-of-way, a distance of 30.00 feet to the Easterly line of that certain Outlot 362 of said Corrected Map of Tomball Outlots;

Thence, N 02°32'22" W, along the Easterly line of said Outlot 362 and the Easterly line of that certain Outlot 359 of said Corrected Map of Tomball Outlots, a distance of 396.72 feet to a point for corner;

Thence, N 87°15'10" E, severing said 30 foot Unimproved right-of-way, a distance of 30.00 feet to a 5/8 inch iron rod with cap found for the Southwesterly corner of that certain Reserve "B" of Final Calvary Baptist of Tomball Subdivision, a subdivision as shown on map or plat recorded under Film Code Number 520133 of the Map Records of Harris County, Texas and the Northwesterly corner of said Outlot 365, from which a 5/8 inch iron rod with cap found for the Northwesterly corner of that certain Reserve "C" of said Final Calvary Baptist of Tomball Subdivision and the Northeasterly corner of said Outlot 365 bears N 87°15'10" E, 542.96 feet;

Thence, S 02°32'22" E, along the Westerly line of said Outlot 365, a distance of 396.79 feet to the POINT OF BEGINNING and containing 0.2732 of one acre or 11,903 square feet of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 01387-A-1)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:_____



Date: June 26, 2019
Job No: 18-102-00
Dwg No: HSC 01387-A-1
File No: F18-102.00D
Dwg. File: 1810200B.dwg

CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700

July 9, 2019

Brian Stidham
Hines Acquisitions
609 Main Street Suite 2400
Houston, Texas 77002

Re: Street & Alley Closure
R/W File # SA 96665Z-3

Dear Brian Stidham:

The City of Tomball has been asked to close and abandon a portion of a 30-foot-wide unimproved right-of way the location of which is shown or described in Exhibits "A" and "B", hereto attached and made a part hereof.

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that it has no facilities located within the area to be abandoned. Therefore, CenterPoint Energy will interpose no objection to the request as filed.

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street/alley closure has not been completed. CenterPoint Energy respectfully requests that the City of Tomball forward a copy of the final abandonment ordinance to CenterPoint Energy in order to complete our files and to update our map records.

Yours truly,

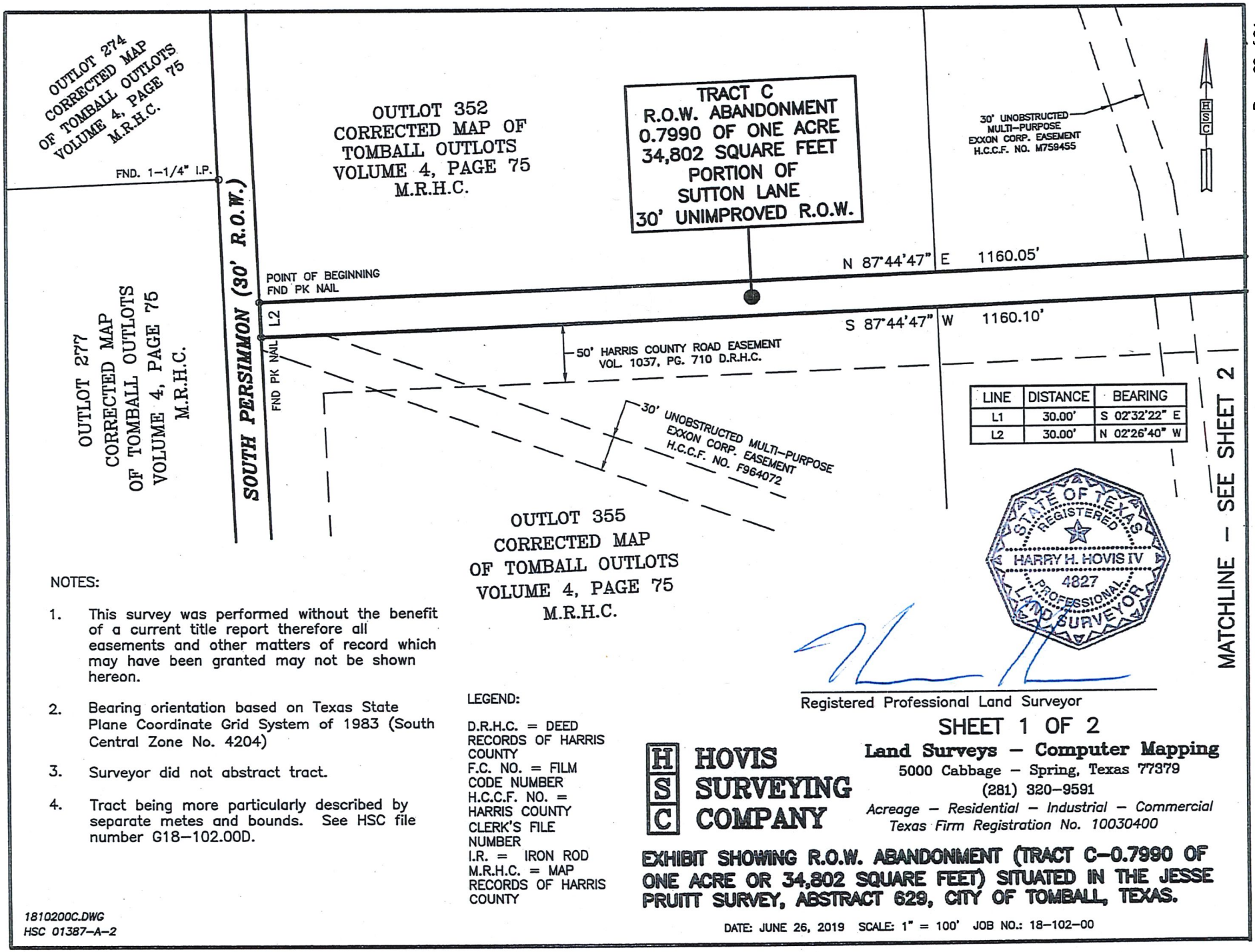
CenterPoint Energy

LaWanda J. Grant

LaWanda J. Grant, SR/WA
Senior Right of Way Agent
Surveying & Right of Way
713-207-6539

Enclosures

EXHIBIT A



LINE	DISTANCE	BEARING
L1	30.00'	S 02°32'22" E
L2	30.00'	N 02°26'40" W

NOTES:

1. This survey was performed without the benefit of a current title report therefore all easements and other matters of record which may have been granted may not be shown hereon.
2. Bearing orientation based on Texas State Plane Coordinate Grid System of 1983 (South Central Zone No. 4204)
3. Surveyor did not abstract tract.
4. Tract being more particularly described by separate metes and bounds. See HSC file number G18-102.00D.

LEGEND:

D.R.H.C. = DEED RECORDS OF HARRIS COUNTY
F.C. NO. = FILM CODE NUMBER
H.C.C.F. NO. = HARRIS COUNTY CLERK'S FILE NUMBER
I.R. = IRON ROD
M.R.H.C. = MAP RECORDS OF HARRIS COUNTY

STATE OF TEXAS
REGISTERED
HARRY H. HOVIS IV
4827
PROFESSIONAL
LAND SURVEYOR

Registered Professional Land Surveyor

SHEET 1 OF 2

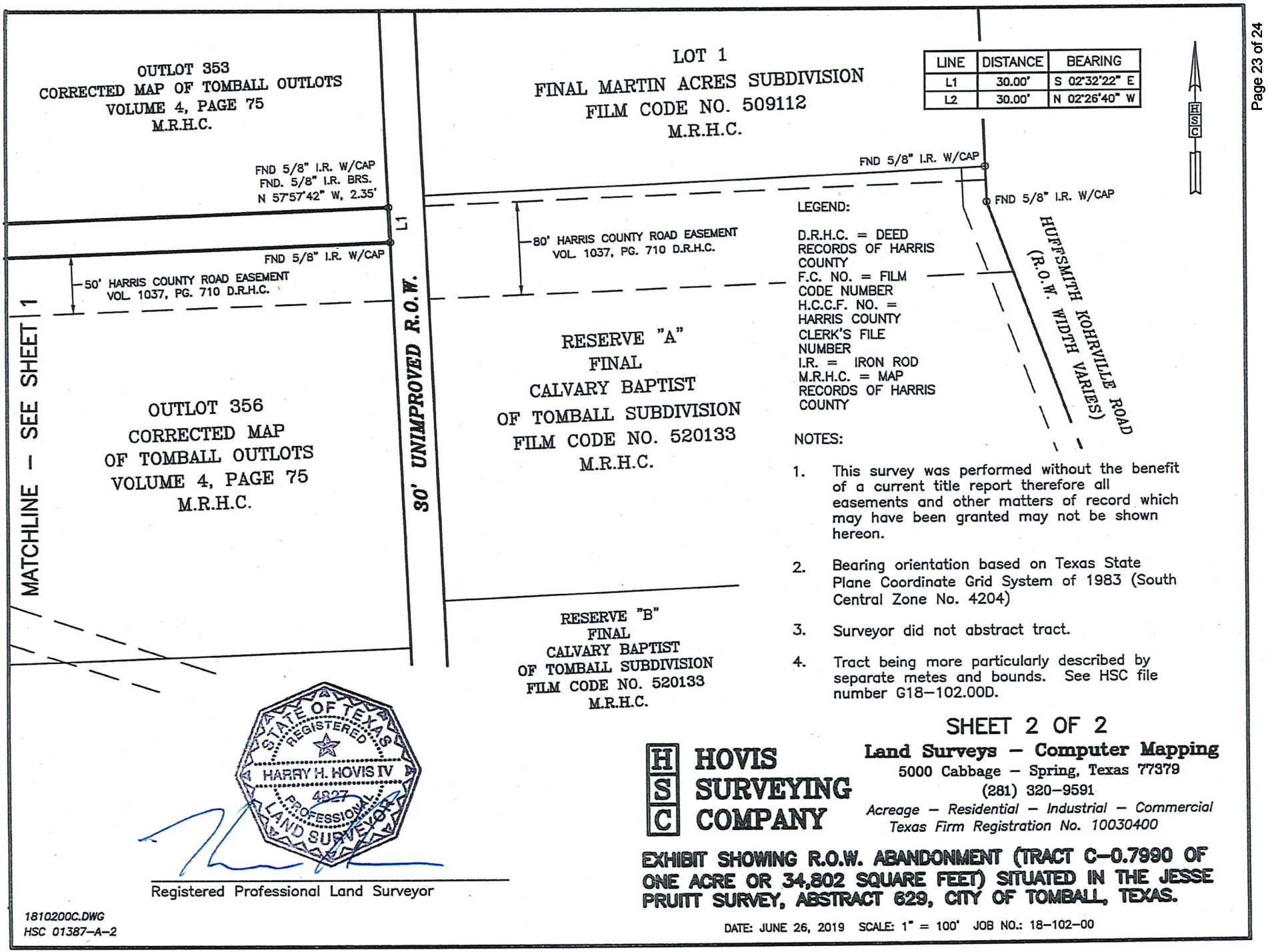
HOVIS SURVEYING COMPANY
Land Surveys - Computer Mapping
5000 Cabbage - Spring, Texas 77379
(281) 320-9591
Acreage - Residential - Industrial - Commercial
Texas Firm Registration No. 10030400

EXHIBIT SHOWING R.O.W. ABANDONMENT (TRACT C-0.7990 OF ONE ACRE OR 34,802 SQUARE FEET) SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT 629, CITY OF TOMBALL, TEXAS.

DATE: JUNE 26, 2019 SCALE: 1" = 100' JOB NO.: 18-102-00

1810200C.DWG
HSC 01387-A-2

EXHIBIT A



LINE	DISTANCE	BEARING
L1	30.00'	S 02°32'22" E
L2	30.00'	N 02°26'40" W

EXHIBIT B

SDESCRIPTION
TRACT C
R.O.W. ABANDONMENT
PORTION OF SUTTON LANE

0.7990 of one acre or 34,802 square feet of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being a portion of that certain Sutton Lane (30 foot Unimproved right-of-way) as shown on Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 0.7990 of one acre or 34,802 square feet of land being more particularly described by metes and bounds as follows:

BEGINNING at a PK Nail found in the Easterly right-of-way line of South Persimmon (30 foot right-of-way), for the Southwesterly corner of that certain Outlot 352 of said Corrected Map of Tomball Outlots;

Thence, N 87°44'47" E, along the Southerly line of said Outlot 352 and the Southerly line of that certain Outlot 353 of said Corrected Map of Tomball Outlots, a distance of 1,160.05 feet to a 5/8 inch iron rod with cap found at the intersection with the Westerly right-of-way line of 30 foot Unimproved right-of-way as shown on said map or plat of said Corrected Map of Tomball Outlots, from which a found 5/8 inch iron rod bears N 57°57'42" W, 2.35 feet;

Thence, S 02°32'22" E, along the Westerly line of said 30 foot Unimproved right-of-way, a distance of 30.00 feet to a 5/8 inch iron rod with cap found for the Northeasterly corner of that certain Outlot 356 of said Corrected Map of Tomball Outlots;

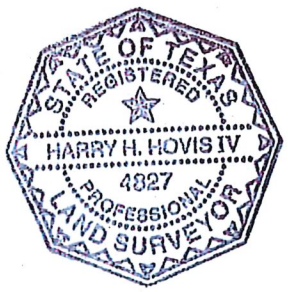
Thence, S 87°44'47" W, along the Northerly line of said Outlot 356 and the Northerly line of that certain Outlot 355 of said Corrected Map of Tomball Outlots, a distance of 1,160.10 feet to a PK Nail found in the Easterly right-of-way line of said South Persimmon, for the Northwesterly corner of said Outlot 355;

Thence, N 02°26'40" W, along the Easterly right-of-way line of said South Persimmon, a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.7990 of one acre or 34,802 square feet of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 01387-A-2)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400



By:_____

Date: June 26, 2019
Job No: 18-102-00
Dwg No: HSC 01387-A-2
File No: G18-102.00D
Dwg. File: 1810200C.dwg

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:
Adopt, on Second Reading, Ordinance No. 2019-18, an Ordinance Amending the Code of Ordinances of the City Council of the City of Tomball, Texas, by Repealing Article III. – Bingo Gross Receipts Tax, Section 42-58. – Construction and Administration. and Section 42-59 – Levy Of Tax., in Its Entirety; Providing for Severability; and Making Other Provisions and Findings Related Thereto

Background:
Pursuant to HB 914, enacted by the 86th Legislature, in order to continue receiving a share of bingo prize fees after January 1, 2020, the City must affirmatively vote to do so and submit proof of that vote to the Texas Lottery Commission by November 1, 2019.

The City received $66 in fiscal 2017 and did not receive any revenue from this source in FY 2018. Due to the small amount of revenue and the cost of administering such a tax, staff is recommending repealing the existing ordinance and doing away with the tax on bingo receipts.

Origination:
Finance

Recommendation:
Adopt Ordinance No. 2019-18 on Second Reading

Party(ies) responsible for placing this item on agenda:
City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance No. 2019-18
Notice from Texas Lottery Commission

ORDINANCE NO. 2019-18

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, BY REPEALING ARTICLE III. – BINGO GROSS RECEIPTS TAX, SECTION 42-58. – CONSTRUCTION AND ADMINISTRATION. AND SECTION 42-59 – LEVY OF TAX., IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; AND MAKING OTHER PROVISIONS AND FINDINGS RELATED THERETO.

* * * * * * * * * * *

WHEREAS, House Bill 914, enacted by the 86th Texas Legislature, provides that municipalities must affirmatively vote to continue receiving a *pro rate* share of bingo prize fees in order to continue receiving those prize fees after January 1, 2020;

WHEREAS, the City Council of the City of Tomball, Texas, finds that it is not advantageous to the City for the continuance of the imposition of the fee on Tomball charitable organizations; **now therefore, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS**:

Section 1. The Code of Ordinances of the City of Tomball, Texas, is hereby amended by Repealing Article III. – Bingo Gross Receipts Tax, Section 42-58. – Construction and Administration. and Section 42-59 – Levy of Tax., previously adopted on July 10, 1989 by Ordinance No. 89-09, in its entirety.

Section 2. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. It is the intent of the City that this Ordinance shall comply in all respects with the applicable provisions of the United States Constitution, the Texas Constitution, and the Charter of the City of Tomball. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance

as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law and the City's Home Rule Charter.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 5TH DAY OF AUGUST 2019.

COUNCILMAN FORD	AYE
COUNCILMAN STOLL	AYE
COUNCILMAN DEGGES	ABSENT
COUNCILMAN TOWNSEND	AYE
COUNCILMAN KLEIN QUINN	AYE

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 19TH DAY OF AUGUST 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

_____
GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

_____
DORIS SPEER, City Secretary
City of Tomball

Gary Grief
Executive Director

Texas Lottery Commission

Commissioners:
J. Winston Krause, Chairman
Mark A. Franz • Robert Rivera

Michael P. Farrell
Director

July 17, 2019

RECEIVED
JUL 19 2019

Mayor Gretchen B Fagen
City of Tomball
401 Market St
Tomball, TX 77375-4697

Dear Mayor Fagen:

The Texas Lottery Commission (TLC), Charitable Bingo Operations Division, is providing this notification because your county and/or municipality currently receives a share of the prize fees collected on charitable bingo activity that occurs in its jurisdiction.

Pursuant to House Bill (HB) 914, enacted by the 86th Texas Legislature, in order to continue to receive a share of bingo prize fees after Jan. 1, 2020, your county and/or municipal governing board must affirmatively vote to do so and submit proof of that vote to the TLC by Nov. 1, 2019. If no eligible local governments vote to continue receiving their share of the prize fee, the bingo organizations will keep that share for themselves to fund their charitable purposes.[1]

Currently, non-profit charitable organizations conducting bingo collect a 5% fee on prizes awarded. These funds are submitted each quarter to the TLC, which in turn remits a *pro rata* share of the funds to local governments at the end of each fiscal year. Your county and/or municipality receives a share of the bingo prize fees because it elected to do so prior to Sept. 1, 1993.

Effective Jan. 1, 2020, H.B. 914 includes another change regarding the collection and remittance of prize fees. Local governments will no longer receive their bingo prize fee payments from the TLC at the end of the fiscal year; instead, the licensed organizations conducting bingo in the local jurisdiction will be responsible for sending eligible local governments 50% of the prize fees they collect on a quarterly basis.

The most immediate matter for your attention is that your local government will only continue to receive a share of the bingo prize fees collected after Jan. 1, 2020 if it meets the requirements set forth in HB 914 that require your governing body to:

(1) approve the continued receipt of the share of bingo prize fee funds by a majority vote; and
(2) notify the TLC of that decision no later than Nov. 1, 2019; and
(3) notify each licensed authorized organization within the county's or municipality's jurisdiction, as applicable, of the continued imposition of the fee.

[1] For the full text of H.B. 914, see https://legiscan.com/TX/text/HB914/id/2027641

This notification is being provided to inform you of the new statutory requirements. We will provide a further communication in the coming months that will include more information and a prescribed form that will need to be submitted to the agency's Charitable Bingo Operations Division to verify that a vote took place.

Please let us know as soon as possible if there is a specific contact person or office to direct our future correspondence, and that will serve as your county and/or municipality's official address of record for notification purposes. Without a dedicated address for this purpose, it is possible that future communications may be misdirected. This could result in your county and/or municipality *permanently* losing its share of bingo prize fees.

If you have any questions, email us at bingo.services@lottery.state.tx.us or call 800-246-4677.

Sincerely,



Michael P. Farrell
Director
Charitable Bingo Operations Division

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:
Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with BJ Services LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with capital improvements to its corporate headquarters located at 11211 FM 2920 Rd., Tomball, TX 77375. The estimated amount of expenditures for such Project is an amount not to exceed $91,316.00.

Background:
All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project" of the Corporation. At its regular meeting on August 8, 2019, the TEDC Board of Directors unanimously approved, as a Project of the TEDC, an agreement with BJ Services, LLC, for the creation or retention of primary jobs associated with capital improvements to its corporate headquarters. The Tomball City Council has final approval authority over all projects and expenditures of the TEDC.

Origination:
Malcolm O'Neal, VP Human Resources, BJ Services, LLC

Recommendation:
Approve, as a Project of the Corporation, the Performance Agreement with BJ Services, LLC.

Funding:
Yes
Account Number:Project Grants

Party(ies) responsible for placing this item on agenda:
Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

TEDC Memo
Request Letter
TEDC Performance Agreement
Economic Impact Analysis

TOMBALL
ECONOMIC DEVELOPMENT CORPORATION

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: August 19, 2019

SUBJECT: BJ Services, LLC

ITEM TYPE: Action

BJ Services is a leading provider of hydraulic fracturing and cementing services to upstream oil and gas companies engaged in the exploration and production of North American oil and natural gas resources. Headquartered on a 70-acre campus in Tomball, BJ operates in every major basin throughout U.S. and Canada.

The company was founded in 1872 by inventor Byron Jackson and at its peak operated in more than 50 countries worldwide. In 2010, the company was bought by Baker Hughes and then reformed as a new independent company in 2016 after Baker Hughes divided off its North America Land Pressure Pumping division.

As per the attached grant funding request letter from Malcolm O'Neal, Vice President of Human Resources, the company has had to make substantial improvements and renovations to its 60,000 sq. ft. engineering office building due to damage sustained from Hurricane Harvey in 2017.

While the building has been vacant since 2015, BJ Services plans to add new employees to their operations to be housed in the building as well as sub-lease portions of the building to other office users. One of the remaining improvements that BJ Services would like to make is the replacement of the exterior building glass with new low-UV, double pane, insulated glass. According to Mr. O'Neal's request, the glass will improve occupant comfort, reduce energy consumption, and improve the market value of the building. The estimated cost for this capital improvement project is $450,472.

BJ currently has 240 employees and plans to add an additional 75 employees as part of the overall project. The BJ Services campus also houses approximately 150 Baker Hughes employees under a lease agreement, as well as 160 contract workers.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on the City of Tomball is $304,385. The proposed incentive is $91,316, based upon 30% the five-year net benefit of the project.

August 1, 2019

Ms. Kelly Violette
Tomball Economic Development Corporation
PO Box 820
Tomball, TX 77375

Dear Ms. Violette,

BJ Services LLC is requesting funding help from the TEDC through a project grant for the exterior glass refurbishment of the BJ Engineering Office Building located on the BJ campus at 11211 FM 2920. The Engineering Office Building is 60,000 sqft on the 70 acre campus. The total campus is a combination of warehouse, office, lab and manufacturing space totaling 579,000 sqft. BJ Services currently employs 550 workers consisting of BJ employees, contractors, and third-party tenants on their Tomball campus.

The two-story Engineering Office Building was originally constructed in 2000. The building was idled and vacated during past ownership between 2015-16 and then received significant water damage from Hurricane Harvey in 2017. BJ Services has since undertaken a major renovation of the Engineering Office Building and invested over $6,000,000 from September 2017 to present.

This specific grant request is for the exterior glass replacement and refurbishment for the next phase of the renovations. This particular project component consists of replacing existing single pane glass with low-UV, double pane, insulated glass. The glass will improve occupant comfort, reduce energy (electricity) consumption, and improve market value of the building.

BJ plans to sub-lease all and/or parts of the building, in addition to build out space for our own growth. The campus headcount will top 700 workers in 2020, and 800 in 2021. BJ Services is looking for grant support to offset the $450,472 project cost of this phase of the renovation.

Please let us now if you need any further information, and we appreciate your consideration.

Kindest Regards,

Malcolm O'Neal | Vice President Human Resources

Attachments: Project Data Sheet (A), Site Aerial (B), Cost Details (C), Photos (D)

AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Agreement (the "Agreement") is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the "TEDC"), and **BJ Services LLC** (the "Company"), 11211 FM 2920, Tomball, TX 77375.

W I T N E S S E T H :

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the "City"), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company owns a 70-acre tract of land within the City, located at 11211 FM 2920, Tomball, TX 77375 (the "Property"), and more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company proposes to expand its current operations at the Property, and as part of the process, plans to make capital improvements (as described in Exhibit "B") to an existing 60,000 square foot engineering office building in an amount equal to at least Four Hundred Fifty Thousand Four Hundred and Seventy-Two Dollars ($450,472), as are necessary to occupy the building; and

WHEREAS, the Company also proposes to maintain the current two hundred and forty (240) jobs and create seventy-five (75) new full-time employment positions in conjunction with the expansion of its business operations at the Property; and

DRAFT

WHEREAS, the TEDC agrees to provide to the Company the sum of Ninety-One Thousand Three Hundred and Sixteen Dollars ($91,316) to assist in the construction of the capital improvements, the retention of two hundred and forty (240) jobs, and the addition of seventy-five (75) new full-time jobs at the Property; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be required or suitable for the expansion of the business operations at the Property and the creation and retention of primary jobs;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

The Company covenants and agrees that it will construct the improvements and operate and maintain the proposed business on the Property for a term of at least five (5) years, and will for such term, except as provided by paragraph 4 hereof, maintain two hundred and forty (240) employees and create seventy-five (75) new jobs on the Property.

2.

The Company also covenants and agrees that construction of the Improvements, the retention two hundred and forty (240) employees, the addition of the seventy-five (75) new employees, and the obtaining of all necessary occupancy permits from the City must occur within eighteen (18) months from the Effective Date of this Agreement. Extensions of these

DRAFT

deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company Ninety-One Thousand Three Hundred and Sixteen Dollars ($91,316.00) to assist in the construction of the Improvements, the retention of two hundred and forty (240) jobs, and the addition of seventy-five (75) new full-time jobs to the Tomball operation. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Improvements to the Property, if applicable; (b) proof that the company has retained and added the number of employees indicated above to the Tomball operation as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service form 941; (c) a letter from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) certification that the Improvements have been constructed in accordance with the approved plans and specifications; (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (f) Proof of payment to all contractors and subcontractors

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providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors.

In the event the number of jobs originally projected is not met or maintained, the amount of the funding provided to the Company by TEDC will be reduced on a pro-rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default accompanied by copies of all applicable invoices.

It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either a) the termination of this Agreement or b) a suit for specific performance.

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6.

Personal Liability of Public Officials: To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City of Tomball, shall be personally responsible for any liability arising under or growing out of this Agreement.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

DRAFT

If to Company: BJ Services LLC
11211 FM 2920
Tomball, TX 77375
Attn: Malcolm O'Neal, Vice President Human Resources

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or

DRAFT

unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2019 (the "Effective Date").

BJ Services LLC

By: _____

Name: Malcolm O'Neal

Title: Vice President Human Resources

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name:

Title: Secretary, Board of Directors

DRAFT

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2019, by Malcolm O'Neal, Vice President of BJ Services LLC, for and on behalf of said company.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2019, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

DRAFT

Exhibit A

Legal Description of Property

Property Address: 11211 FM 2920, Tomball, Texas 77375

TR 1 BLK 1 &

TR D (ABANDONED ROW)

TOMBALL OUTLOTS

BJS MANUFACTURING CENTER R/P

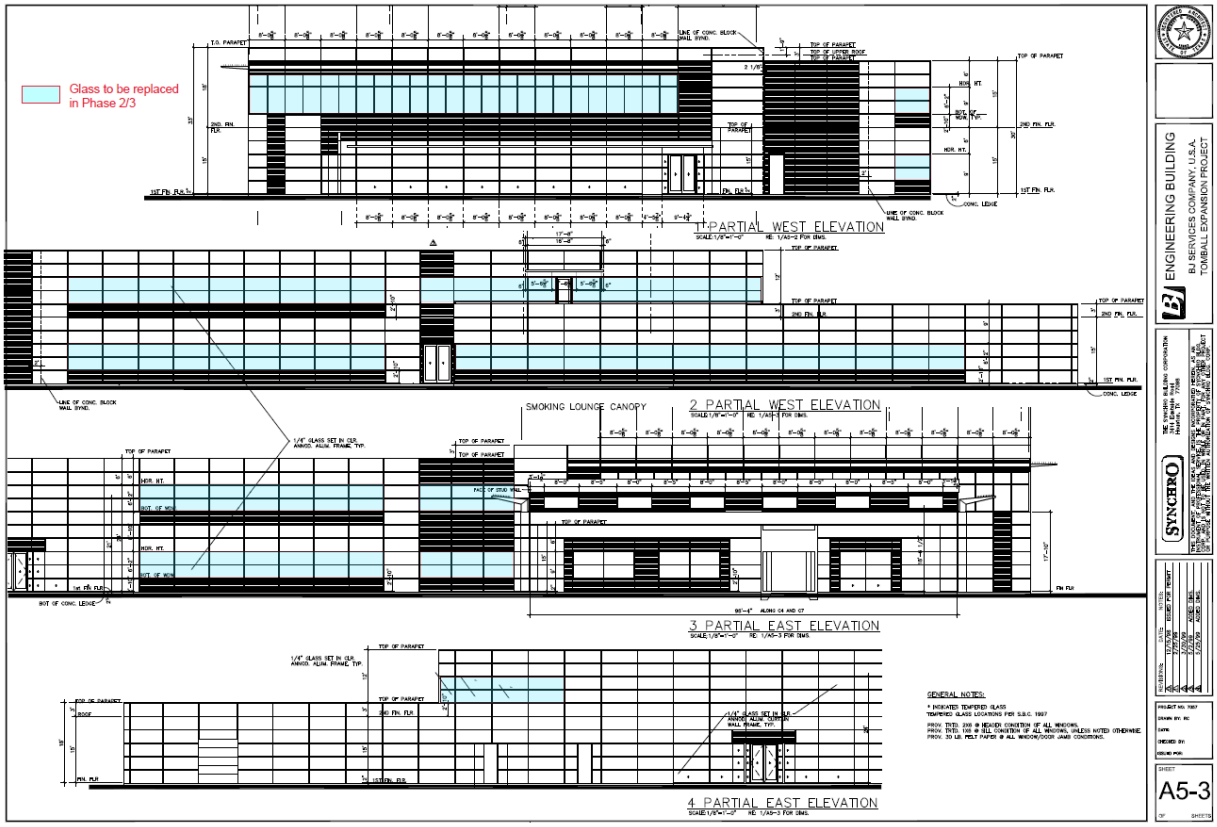




Exhibit B

Description of Improvements

Replace existing single pane glass with low-UV, double pane, insulated glass.



EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF BJ SERVICES ENGINEERING BUILDING REFURBISHMENT IN TOMBALL, TX

August 5, 2019

Prepared by:
Tomball Economic Development Corporation
29201 Quinn Rd., Suite B
Tomball, Texas 77375

Prepared using Total Impact

PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the Tomball Economic Development Corporation. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in Tomball Economic Development Corporation's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. Tomball Economic Development Corporation made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by Tomball Economic Development Corporation or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.

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Introduction

This report presents the results of an economic impact analysis performed using Total Impact, a model developed by Impact DataSource. The report estimates the impact that a potential project in the City of Tomball will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Description of the Project

Repurposing and renovation of existing office building (Engineering Building) on BJ Service's campus. The project consists of replacing existing single pane glass with low-UV, double pane, insulated glass. The glass will improve occupant comfort, reduce energy (electricity) consumption, and improve market value of the building. BJ plans on leasing the second floor to an outside organization. The glass replacement is one component of a $6,000,000 renovation of the building.

Existing & Expanded Operations

The Project under analysis represents the expansion of an existing company in the City of Tomball. The existing operations currently support 240.0 direct jobs in the community and 166.3 indirect and induced jobs. The direct workers earn $117,802 per year and the company supports $1.3 million per year in taxable sales and spending in the community. Additionally, the company supports taxable property valued at $37.0 million annually.

The table below illustrates the company's economic impact over the next 10 years - including both the existing and expanded operations.

Table 1. Economic Impact of Existing and Expanded Operations Over the Next 10 Years

	Existing Operations	Expansion	Existing & Expanded Ops
Jobs			
Direct	240.0	75.0	315.0
Indirect & Induced	166.3	52.0	218.3
Total	406.3	127.0	533.3
Salaries			
Direct	$309,575,768	$96,742,427	$406,318,195
Indirect & Induced	$122,963,494	$38,426,091	$161,389,585
Total	$432,539,262	$135,168,518	$567,707,780
Taxable Sales			
Direct	$11,052,040	$11,567,465	$22,619,505
Indirect & Induced	$2,213,343	$691,670	$2,905,013
Total	$13,265,383	$12,259,135	$25,524,518

The table below illustrates the company's fiscal impact - the net benefits for local taxing districts - over the next 10 years - including both the existing and expanded operations.

Table 2. Fiscal Impact of Existing and Expanded Operations Over the Next 10 Years

	Net Benefits		
	Existing Operations	Expansion	Existing & Expanded Ops
City of Tomball	$1,619,675	$710,149	$2,329,824

The remainder of this report will focus on only the economic and fiscal impact associated with the expanded operations.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the community. The 75.0 workers directly employed by the Project will earn approximately $129,000 per year on average over the next 10 years. This direct activity will support 52.0 indirect and induced workers in the community earning $74,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately $135.2 million over the next 10 years.

On average, the Project will generate $26.9 million in direct economic output over the next 10 years. Spin-off businesses in the community will produce $8.9 million in economic output per year as a result of the Project. In total, the Project will support $35.8 million in economic output per year on average. Economic output is the value of goods and services produced in the economy and can be thought of as revenues for businesses. The economic output calculations in this report were estimated using the RIMS II economic impact model and the Project's employment estimates.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately $12.3 million in taxable sales over the next 10 years.

Table 3. Economic Impact Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of permanent direct, indirect, and induced jobs to be created	75.0	52.0	127.0
Salaries to be paid to direct, indirect, and induced workers	$96,742,427	$38,426,091	$135,168,518
Economic output generated by direct, indirect, and induced activity	$268,760,980	$89,443,654	$358,204,634
Taxable sales and purchases expected in the City	$11,567,465	$691,670	$12,259,135

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

Table 4. Population Impacts Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the City	3.8	2.6	6.4
Number of new residents in the City	9.9	6.7	16.6
Number of new residential properties to be built in the City	0.6	0.4	1.0
Number of new students expected to attend local school district	1.9	1.3	3.2

The Project is estimated to support an average of approximately $2.2 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 5. Value of Taxable Property Supported by the Project Over the Next 10 Years

		The Project's Property					Total
Year	New Residential Property	Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Inventories	Subtotal Nonresidential Property	Residential & Nonresidential Property
1	$168,673	$0	$450,472	$750,000	$1,217,608	$2,418,080	$2,586,753
2	$172,046	$0	$459,481	$675,000	$1,241,960	$2,376,442	$2,548,488
3	$175,487	$0	$468,671	$600,000	$1,266,799	$2,335,470	$2,510,958
4	$178,997	$0	$478,044	$525,000	$1,292,135	$2,295,180	$2,474,177
5	$182,577	$0	$487,605	$450,000	$1,317,978	$2,255,583	$2,438,161
6	$186,229	$0	$497,357	$375,000	$1,344,338	$2,216,695	$2,402,924
7	$189,953	$0	$507,305	$300,000	$1,371,224	$2,178,529	$2,368,482
8	$193,752	$0	$517,451	$225,000	$1,398,649	$2,141,100	$2,334,852
9	$197,627	$0	$527,800	$150,000	$1,426,622	$2,104,422	$2,302,049
10	$201,580	$0	$538,356	$150,000	$1,455,154	$2,143,510	$2,345,090

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 2.0% per year. The Project's real property is assumed to appreciate at a rate of 2.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Fiscal Impact Overview

The Project will generate additional benefits and costs for the City. Overall, the City will receive approximately $710,100 in net benefits over the 10-year period. The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

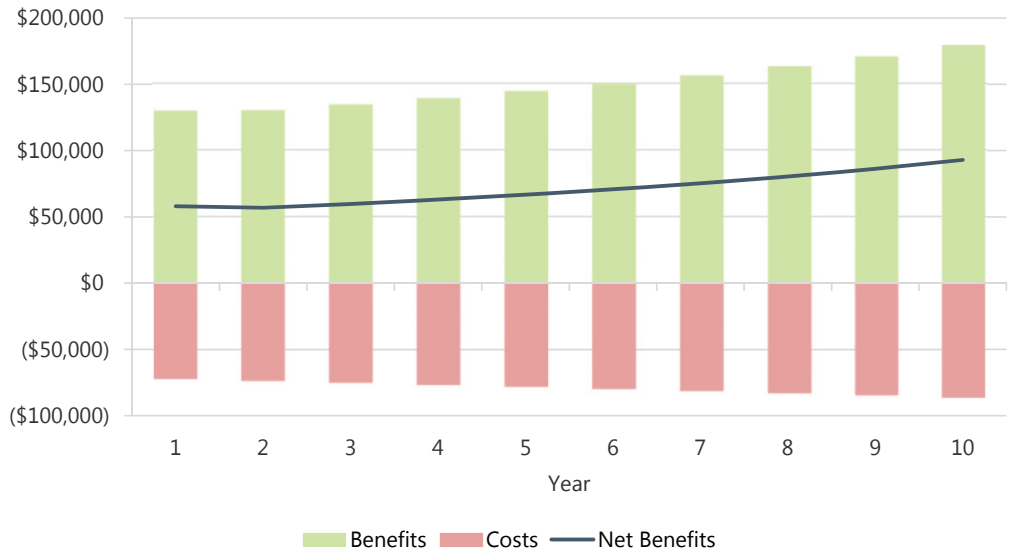
Table 6. City of Tomball: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Sales Taxes	$245,183
Property Taxes - Project	$76,708
Property Taxes - New Residential	$6,306
Utility Revenue	$563,604
Utility Franchise Fees	$177,504
Building Permits and Fees	$2,267
Hotel Occupancy Taxes	$248,577
Miscellaneous Taxes & User Fees	$177,804
Subtotal Benefits	$1,497,953
Cost of Providing Municipal Services	($196,020)
Cost of Providing Utility Services	($591,784)
Subtotal Costs	($787,804)
Net Benefits	$710,149
Present Value (5% discount rate)	*$536,051*

Table 7. Year-by-Year Benefits, Costs, and Net Benefits for the City of Tomball

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$129,955	($71,947)	$58,007	$58,007
2	$130,246	($73,386)	$56,860	$114,867
3	$134,636	($74,854)	$59,781	$174,648
4	$139,396	($76,351)	$63,044	$237,693
5	$144,570	($77,878)	$66,692	$304,385
6	$150,210	($79,436)	$70,775	$375,160
7	$156,372	($81,024)	$75,347	$450,507
8	$163,119	($82,645)	$80,474	$530,981
9	$170,524	($84,298)	$86,226	$617,207
10	$178,926	($85,984)	$92,942	$710,149
Total	$1,497,953	($787,804)	$710,149	

Figure 1. Annual Fiscal Net Benefits for the City of Tomball



Impact from Project and Workers

The City will receive benefits from the activity, spending, and investments associated with (1) the Project and (2) the workers. These benefits, associated costs, and resulting net benefits for the next 10 years are shown below for these two categories.

Table 8: Net Benefits to the City from the Project and Workers

	The Project	Workers	Total
Sales Taxes	$196,522	$48,661	$245,183
Real Property Taxes	$16,842	$0	$16,842
FF&E Property Taxes	$14,341	$0	$14,341
Inventory Property Taxes	$45,524	$0	$45,524
New Residential Property Taxes	$0	$6,306	$6,306
Utility Revenue	$459,888	$103,716	$563,604
Utility Franchise Fees	$170,706	$6,798	$177,504
Building Permits and Fees	$2,267	$0	$2,267
Hotel Occupancy Taxes	$248,577	$0	$248,577
Miscellaneous Taxes & User Fees	$145,358	$32,446	$177,804
Subtotal Benefits	$1,300,026	$197,927	$1,497,953
Cost of Providing Municipal Services	($160,140)	($35,880)	($196,020)
Cost of Providing Utility Services	($482,883)	($108,902)	($591,784)
Subtotal Costs	($643,022)	($144,782)	($787,804)
Net Benefits	$657,004	$53,145	$710,149
Percent of Total Net Benefits	*92.5%*	*7.5%*	

Non-Tax Incentives

At the request of the firm, The City of Tomball may consider abating taxes on the firm's property. The table below identifies the type of firm property for which the city may consider abating taxes.

Table 13. Incentives Under Consideration

Year	Enter Incentive Description
1	$91,316
2	$0
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
Total	$91,316

These financial incentives may be considered an investment in the Project made by the EDC and/or City. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Benefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the city, treating the incentives as the initial investment and the net benefits to the city as the return on investment. The payback period is the number of years that it will take the city to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

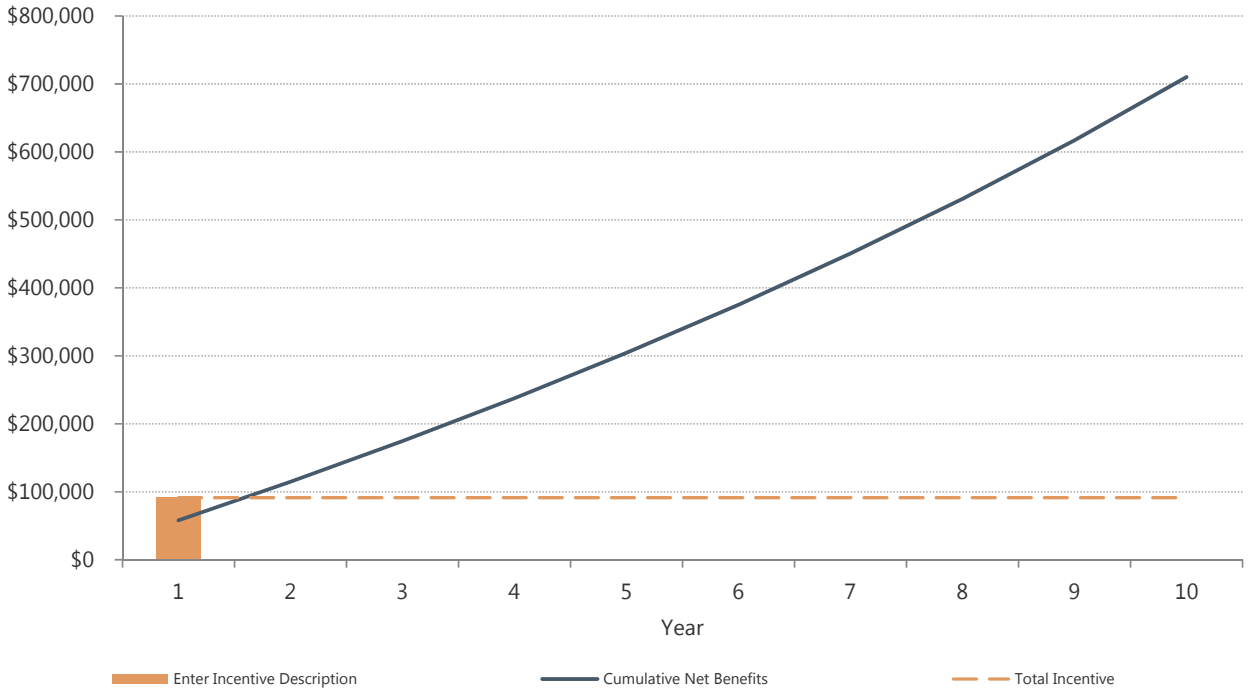
Table 14. Analysis of Incentives

Total Non-Tax Incentive	$91,316
Incentive Per Job	$1,218
Rate of Return - 5 Years	66.7%
Rate of Return - 10 Years	77.8%
Payback period (years)	1.6

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the City. The intersection indicates the length of time until the incentives are paid back.

Figure 2. Incentives Under Consideration



Overview of Methodology

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

21311A Other support activities for mining		City	County
Employment Multiplier	(Type II Direct Effect)	1.6930	2.3777
Earnings Multiplier	(Type II Direct Effect)	1.3972	1.7896

The fiscal impacts calculated in this report are detailed in Appendix C. Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach. This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by the city and county to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs. This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced.

However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in Texas and more than 30 other states.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:

Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Aspen Pumps Inc. to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the relocation and development of its corporate headquarters to be located at 14600 Brown Road, Tomball, Texas 77377. The estimated amount of expenditures for such Project is an amount not to exceed $5,720.00.

Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project" of the Corporation. At its regular meeting on August 8, 2019, the TEDC Board of Directors unanimously approved, as a Project of the TEDC, an agreement with Aspen Pumps Inc. for the creation or retention of primary jobs associated with the relocation and development of its corporate headquarters. The City Council of Tomball has final approval authority over all projects and agreements of the TEDC.

Origination:

Dan Rushton, Vice President, Aspen Pumps, Inc.

Recommendation:

Approve, as a Project of the Corporation, the Performance Agreement with Aspen Pumps, Inc.

Funding:

Yes

Account Number:Project Grants

Party(ies) responsible for placing this item on agenda:

Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

TEDC Memo
Request Letter
TEDC Performance Agreement
Economic Impact Analysis

TOMBALL
ECONOMIC DEVELOPMENT CORPORATION

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: August 19, 2019

SUBJECT: Aspen Pumps Inc.

ITEM TYPE: Action

Aspen Pumps Inc. designs, manufactures, and assembles tank pumps, accessories, and support systems for air conditioning equipment. Their customer base includes Daikin, RectorSeal, and Goodman Manufacturing. The company was incorporated in March 2017 and currently leases office space at 118 Vintage Park Blvd. Suite W-420, Houston, TX 77070.

Dan Rushton, Vice President of Aspen Pumps Inc., has submitted a request for grant funding for assistance with the company's relocation to Tomball. In his request letter, Mr. Rushton indicates that the company's rapid growth has created a need for warehouse space in order to begin manufacturing and assembling equipment and components in the U.S. Currently, the assembly and manufacturing functions are done primarily outside the United States in countries including Italy and China.

The company intends to lease a 10,000 square foot office/warehouse building in the PFG Commerce Park located at 14600 Brown Road in Tomball for a term of not less than 5 years. The building is currently a shell and will require an interior build-out.

Aspen Pumps has 5 employees, with 3 employees based out of the Houston location. Upon relocation to the new warehouse, the company anticipates immediately hiring 2 additional employees to operate the warehouse and another 8 employees within eighteen months.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the estimated 5-year net benefit of this project is $19,065. The proposed incentive is $5,720, based upon 30% of the 5-year net benefit. The anticipated rate of return on the incentive over 5 years is 66.7%

Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, TX 77375
USA

26th July 2019

Dear Tiffani,

The purpose of this letter is to request grant funding assistance from the Tomball Economic Development Corporation for the relocation of Aspen Pumps, Inc. from 118 Vintage Park Blvd, Houston, TX 77070 to the PFG Commerce Park located at 14600 Brown Road, Tomball, TX 77377.

Aspen Pumps Inc. was incorporated in March 2017 with the UK parent company, Aspen Pumps Group (www.aspenpumps.com), operating since 1992. Our primary business is providing Air Conditioning pumps, accessories and non-penetrative rooftop support systems for Air Conditioning equipment. Our customers include Daikin, RectorSeal, and Goodman Manufacturing.

Our intent is to lease a 10,000 sq ft warehouse space in the PFG Commerce Park and relocate our operations to the site by October 2019. The lease term will be 5 years. We anticipate spending approximately $80,000 for building improvements and fixtures, furniture, and equipment.

We currently employ 5 staff with 3 based in Houston and we plan to increase this by a further 2 to operate the warehouse facility. We plan to add an additional 8 employees in year 1, giving us the capability to assemble US specific product currently being imported from elsewhere.

We respectfully request that you consider Aspen Pumps Inc. for available grant funding, tax abatements, and any other assistance options you may have available. We look forward to relocating to Tomball!

Yours sincerely,

Dan Rushton
Vice President – North America
Mobile: +1 832 732 4541
Email: Dan.Rushton@aspenpumps.com

AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Agreement (the "Agreement") is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to the Development Corporation Act, now Chapter 501 et seq of the Texas Local Government Code, located in Harris County, Texas (the "TEDC"), and **Aspen Pumps Inc.** (the "Company"), 118 Vintage Park Blvd., Suite W-420, Houston, TX 77070.

W I T N E S S E T H :

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the "City"), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company proposes to lease a 10,000 square-foot existing building in the PFG Commerce Park located at 14600 Brown Road, Tomball, Texas 77377 (the "Property"), and more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company, currently located at 118 Vintage Park Blvd., Suite W-420, Houston, TX 77070, proposes to relocate its corporate headquarters to the Property, and as part of the process, plans to make capital investments including building improvements, fixed machinery and equipment and tangible personal property in an amount equal to at least Eighty Thousand Dollars ($80,000), as are necessary to occupy the Property; and

DRAFT

WHEREAS, the Company also proposes to relocate three (3) full-time employees and create ten (10) new full-time employment positions in Tomball in conjunction with the relocation of its business operations to the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Five Thousand Seven Hundred and Twenty Dollars ($5,720) to assist in the construction of the Improvements, the relocation of three (3) employees, and the creation of ten (10) new employment positions at the Property; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be suitable for the relocation of the corporate headquarters to the property, to promote and develop new business enterprises on the Property, and in furtherance of the creation and retention of primary jobs;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

Except as provided by paragraph 4, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least five (5) years and will maintain thirteen (13) full-time employees on the Property.

2.

The construction of the Improvements, the relocation of three (3) employees, the creation of ten (10) new jobs, and the obtaining of all necessary occupancy permits from the City must

occur within eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines may be granted by the Board of Directors of the TEDC due to any extenuating circumstance or uncontrollable delay.

3.

The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized by law to be employed in that manner in the United States.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company Five Thousand Seven Hundred Twenty Dollars ($5,720) to fund a portion of the cost of the Improvements, the relocation of three (3) employees, and the addition of ten (10) new jobs to the Tomball operation. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Improvements to the Property, if applicable; (b) proof that the company has added the number of employees indicated above to the Tomball operation as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service form 941; (c) a letter from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) certification that the Improvements have been constructed in accordance with the approved plans and specifications; (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (f) Proof

of payment to all contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors.

In the event the number of jobs originally projected is not met or maintained, the amount of the funding provided to the Company by TEDC will be reduced on a pro-rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default accompanied by copies of all applicable invoices.

It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either a) the termination of this Agreement or b) a suit for specific performance.

6.

Personal Liability of Public Officials: To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City of Tomball, shall be personally responsible for any liability arising under or growing out of this Agreement.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company: Aspen Pumps Inc
118 Vintage Park Blvd., Suite W-420
Houston, TX 77070
Attn: Dan Rushton, Vice President-North America

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such

words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2019 (the "Effective Date").

Aspen Pumps Inc

By: _____

Name: Dan Rushton

Title: Vice President-North America

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: _____

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2019, by Dan Rushton, the Vice President of Aspen Pumps Inc., for and on behalf of said company.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2019, Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

_____
Notary Public in and for the State of Texas

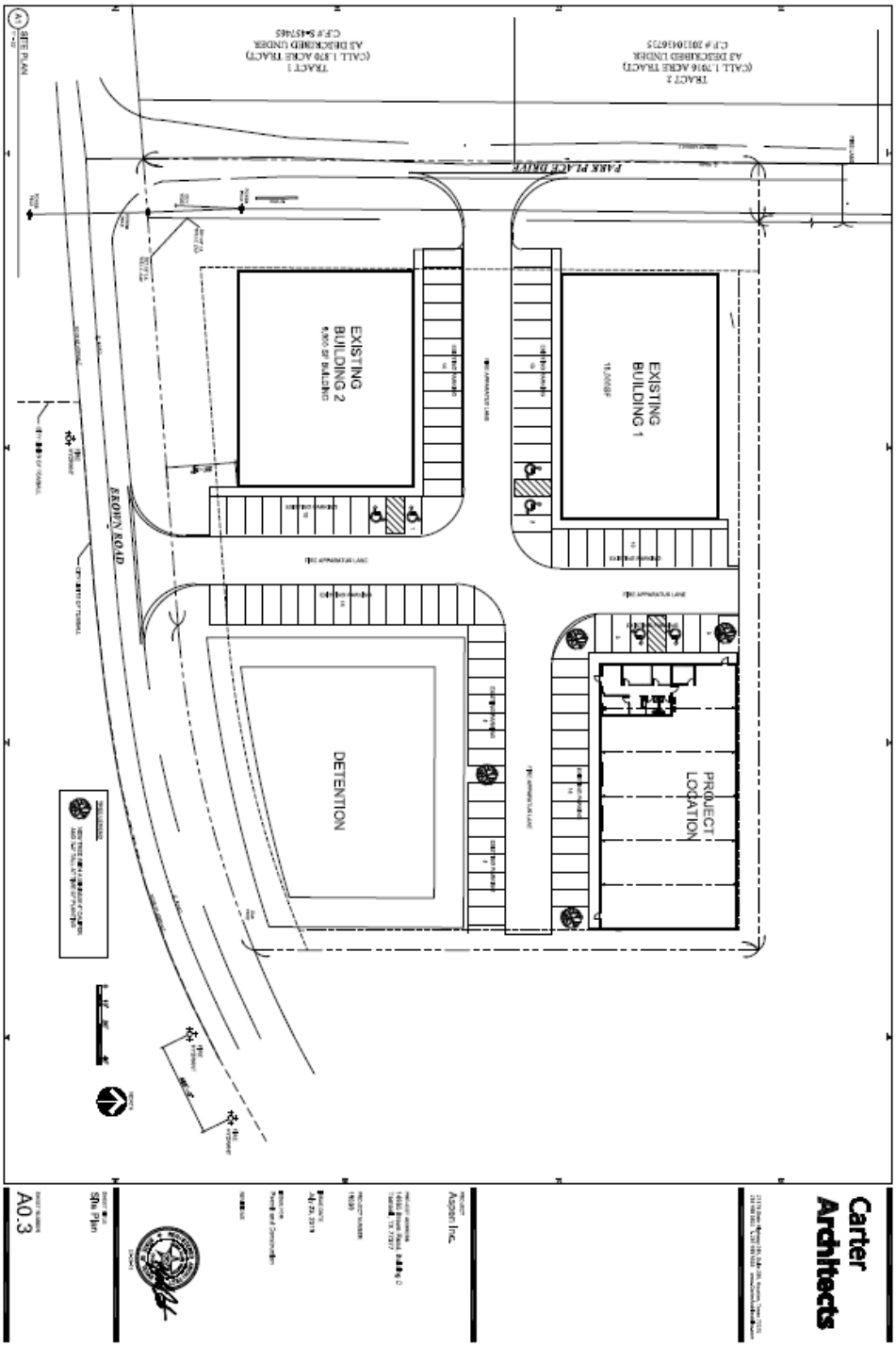
My Commission Expires: _____

(SEAL)

Exhibit A

Description of Property

14600 Brown Road, Tomball, Texas 77377



EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF ASPEN PUMPS - US WAREHOUSE IN TOMBALL, TX

August 2, 2019

Prepared by:
Tomball Economic Development Corporation
29201 Quinn Rd., Suite B
Tomball, Texas 77375

Prepared using Total Impact

PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the Tomball Economic Development Corporation. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in Tomball Economic Development Corporation's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. Tomball Economic Development Corporation made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by Tomball Economic Development Corporation or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.

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Introduction

This report presents the results of an economic impact analysis performed using Total Impact, a model developed by Impact DataSource. The report estimates the impact that a potential project in the City of Tomball will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Description of the Project

Aspen Pumps Inc was incorporated in Q1 2017 and currently leases office space at 118 Vintage Park Blvd, Houston, TX 77070. Aspen Pumps Inc. designs, manufactures, and assembles tank pumps, accessories, and support systems for air conditioning equipment. The assembly and manufacturing functions are primarily done outside the United States. Rapid growth of the company has created a need for a warehouse space in order to begin manufacturing and assembling equipment and components in the U.S. The company currently has a staff of 5, with 3 employees based in the Houston location. Upon relocation to the new warehouse, the company anticipates immediately hiring 2 additional employees to operate the warehouse and another 8 employees within eighteen months.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the community. The 13.0 workers directly employed by the Project will earn approximately $45,000 per year on average over the next 10 years. This direct activity will support 10.7 indirect and induced workers in the community earning $36,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately $9.2 million over the next 10 years.

On average, the Project will generate $5.1 million in direct economic output over the next 10 years. Spin-off businesses in the community will produce $2.1 million in economic output per year as a result of the Project. In total, the Project will support $7.2 million in economic output per year on average. Economic output is the value of goods and services produced in the economy and can be thought of as revenues for businesses. The economic output calculations in this report were estimated using the RIMS II economic impact model and the Project's employment estimates.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately $0.6 million in taxable sales over the next 10 years.

Table 1. Economic Impact Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of permanent direct, indirect, and induced jobs to be created	13.0	10.7	23.7
Salaries to be paid to direct, indirect, and induced workers	$5,505,760	$3,686,656	$9,192,416
Economic output generated by direct, indirect, and induced activity	$51,067,754	$20,692,654	$71,760,408
Taxable sales and purchases expected in the City	$450,723	$110,600	$561,323

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

Table 2. Population Impacts Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the City	0.7	0.5	1.2
Number of new residents in the City	1.8	1.3	3.1
Number of new residential properties to be built in the City	0.1	0.1	0.2
Number of new students expected to attend local school district	0.4	0.3	0.7

The Project is estimated to support an average of approximately $0.6 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 3. Value of Taxable Property Supported by the Project Over the Next 10 Years

		The Project's Property					Total
Year	New Residential Property	Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Inventories	Subtotal Nonresidential Property	Residential & Nonresidential Property
1	$16,867	$0	$30,000	$50,000	$500,000	$580,000	$596,867
2	$34,409	$0	$30,600	$45,000	$517,500	$593,100	$627,509
3	$35,097	$0	$31,212	$40,000	$535,613	$606,825	$641,922
4	$35,799	$0	$31,836	$35,000	$554,359	$621,195	$656,995
5	$36,515	$0	$32,473	$30,000	$573,762	$636,234	$672,750
6	$37,246	$0	$33,122	$25,000	$593,843	$651,966	$689,211
7	$37,991	$0	$33,785	$20,000	$614,628	$668,413	$706,403
8	$38,750	$0	$34,461	$15,000	$636,140	$685,600	$724,351
9	$39,525	$0	$35,150	$10,000	$658,405	$703,554	$743,080
10	$40,316	$0	$35,853	$10,000	$681,449	$727,301	$767,617

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 2.0% per year. The Project's real property is assumed to appreciate at a rate of 2.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Fiscal Impact Overview

The Project will generate additional benefits and costs for the City. Overall, the City will receive approximately $43,200 in net benefits over the 10-year period. The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

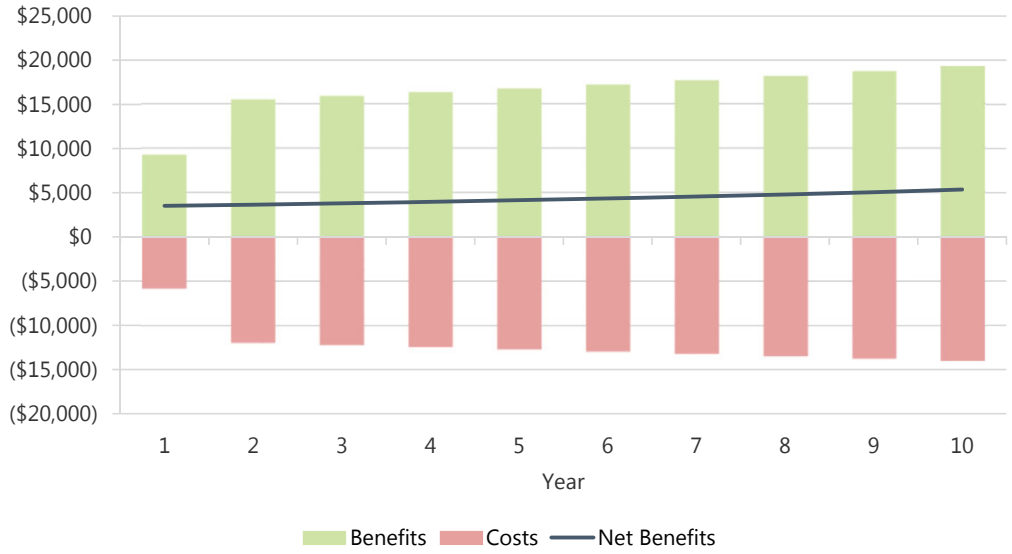
Table 4. City of Tomball: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Sales Taxes	$11,226
Property Taxes - Project	$22,106
Property Taxes - New Residential	$1,204
Utility Revenue	$84,893
Utility Franchise Fees	$6,527
Building Permits and Fees	$240
Hotel Occupancy Taxes	$9,158
Miscellaneous Taxes & User Fees	$29,539
Subtotal Benefits	$164,893
Cost of Providing Municipal Services	($32,567)
Cost of Providing Utility Services	($89,138)
Subtotal Costs	($121,704)
Net Benefits	$43,189
Present Value (5% discount rate)	*$32,726*

Table 5. Year-by-Year Benefits, Costs, and Net Benefits for the City of Tomball

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$9,310	($5,788)	$3,522	$3,522
2	$15,526	($11,883)	$3,643	$7,166
3	$15,916	($12,121)	$3,795	$10,961
4	$16,325	($12,363)	$3,962	$14,923
5	$16,753	($12,611)	$4,143	$19,065
6	$17,204	($12,863)	$4,341	$23,407
7	$17,679	($13,120)	$4,559	$27,966
8	$18,180	($13,382)	$4,797	$32,763
9	$18,710	($13,650)	$5,060	$37,823
10	$19,289	($13,923)	$5,366	$43,189
Total	$164,893	($121,704)	$43,189	

Figure 1. Annual Fiscal Net Benefits for the City of Tomball



Impact from Project and Workers

The City will receive benefits from the activity, spending, and investments associated with (1) the Project and (2) the workers. These benefits, associated costs, and resulting net benefits for the next 10 years are shown below for these two categories.

Table 6: Net Benefits to the City from the Project and Workers

	The Project	Workers	Total
Sales Taxes	$5,711	$5,515	$11,226
Real Property Taxes	$1,122	$0	$1,122
FF&E Property Taxes	$956	$0	$956
Inventory Property Taxes	$20,029	$0	$20,029
New Residential Property Taxes	$0	$1,204	$1,204
Utility Revenue	$66,482	$18,411	$84,893
Utility Franchise Fees	$5,320	$1,207	$6,527
Building Permits and Fees	$240	$0	$240
Hotel Occupancy Taxes	$9,158	$0	$9,158
Miscellaneous Taxes & User Fees	$23,779	$5,760	$29,539
Subtotal Benefits	$132,797	$32,096	$164,893
Cost of Providing Municipal Services	($26,198)	($6,369)	($32,567)
Cost of Providing Utility Services	($69,806)	($19,331)	($89,138)
Subtotal Costs	($96,004)	($25,700)	($121,704)
Net Benefits	$36,793	$6,396	$43,189
Percent of Total Net Benefits	*85.2%*	*14.8%*	

Non-Tax Incentives

At the request of the firm, The City of Tomball may consider abating taxes on the firm's property. The table below identifies the type of firm property for which the city may consider abating taxes.

Table 11. Incentives Under Consideration

Year	Enter Incentive Description
1	$5,720
2	$0
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
Total	$5,720

These financial incentives may be considered an investment in the Project made by the EDC and/or City. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Benefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the city, treating the incentives as the initial investment and the net benefits to the city as the return on investment. The payback period is the number of years that it will take the city to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

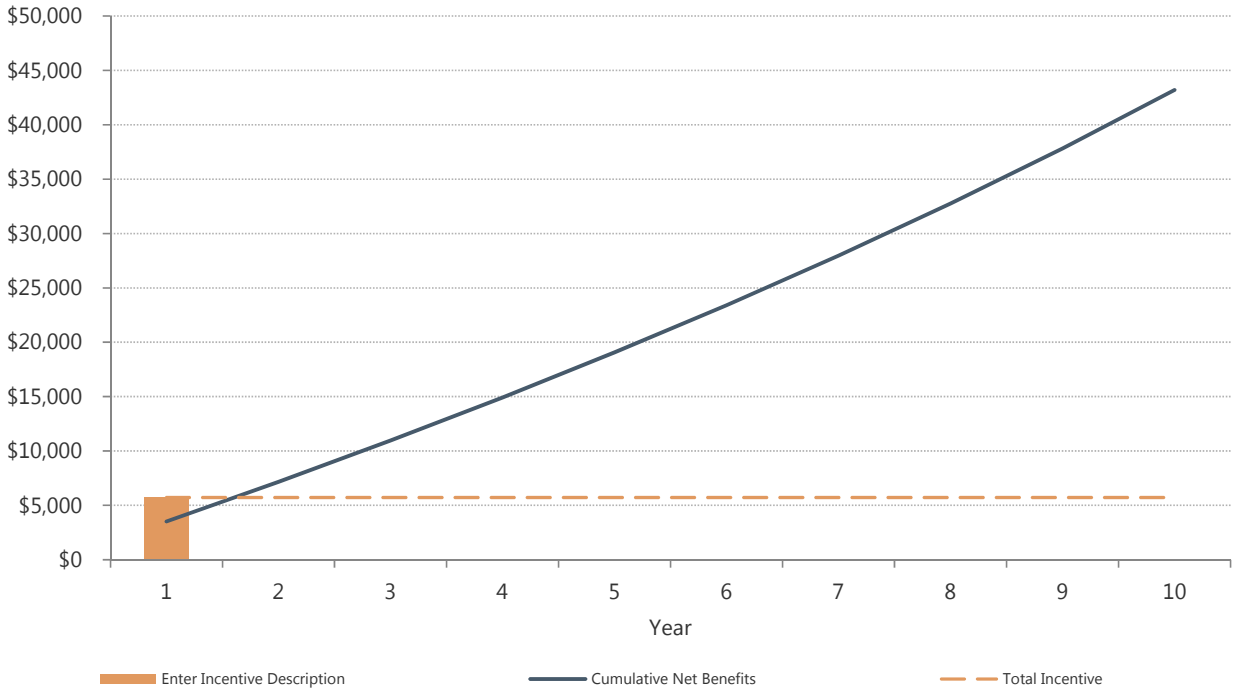
Table 12. Analysis of Incentives

Total Non-Tax Incentive	$5,720
Incentive Per Job	$440
Rate of Return - 5 Years	66.7%
Rate of Return - 10 Years	75.5%
Payback period (years)	1.6

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the City. The intersection indicates the length of time until the incentives are paid back.

Figure 2. Incentives Under Consideration



Overview of Methodology

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

333415 Air conditioning, refrigeration, and warm air heating equipment manufa		City	County
Employment Multiplier	(Type II Direct Effect)	1.8222	2.6345
Earnings Multiplier	(Type II Direct Effect)	1.6696	2.3313

The fiscal impacts calculated in this report are detailed in Appendix C. Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach. This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by the city and county to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs. This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced.

However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in Texas and more than 30 other states.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:

Approve, on First Reading, Resolution No. 2019-29-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Phillips Cleaning Services, LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprises related to the construction of an office/warehouse facility to be located at 1311 Hicks Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is $26,313.00.

Background:

On August 8, 2019, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with Phillips Cleaning Services, LLC for assistance with infrastructure costs related to the development of a proposed office/warehouse building to be located at 1311 Hicks Street, Tomball, Texas 77375.

Targeted infrastructure projects that will promote or develop new or expanded business enterprises are authorized expenditures under the Development Corporation Act.

The Tomball City Council has final approval authority over all programs and expenditures of the TEDC. Final approval of this project requires the adoption of Resolution No. 2019-29-TEDC after two separate readings.

Origination:

Cindy Phillips, Owner, Phillips Cleaning Services, LLC

Recommendation:

Approve Resolution No. 2019-29-TEDC on first reading.

Funding:

Yes

Account Number:Project Grants

Party(ies) responsible for placing this item on agenda:

Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Resolution No. 2019_29_TEDC

TEDC Memo
Request Letter
TEDC Performance Agreement
Economic Impact Analysis

RESOLUTION NO. 2019-29-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BY AND BETWEEN THE CORPORATION AND PHILLIPS CLEANING SERVICES, LLC, TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Twenty-Six Thousand Three Hundred Thirteen Dollars ($26,313), found by the Board to be required or suitable to promote a new business development by Phillips Cleaning Services, LLC; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business enterprises and is in the best interests of the citizenry; now, therefore,

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Twenty-Six Thousand Three Hundred Thirteen Dollars ($26,313), to Phillips Cleaning Services, LLC in accordance with an economic development agreement by and between the TEDC and Phillips Cleaning Services, LLC, to promote and develop a new or expanded business enterprises, to be located at 1311 Hicks Street, Tomball, TX 77375.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged

invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this _____ day of _____, 2019.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day of _____, 2019.

_____
Gretchen Fagan, Mayor

ATTEST:

_____
Doris Speer, City Secretary

TOMBALL
ECONOMIC DEVELOPMENT CORPORATION

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: August 19, 2019

SUBJECT: Phillips Cleaning Services, LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Cindy Phillips, Owner of Phillips Cleaning Services, LLC, for assistance with infrastructure costs related to the development of a proposed office/warehouse building.

Phillips Cleaning Services (PCS) is a family owned and operated facility maintenance company that provides a full spectrum of building services across the greater Houston area since 2002. The company services commercial, industrial, medical, and institutional clients.

The company employs 7 full-time staff and plans to add 5 additional employees within the first year.

PCS proposes to develop an approximately 1.0028-acre tract located at 1311 Hicks Street, just west of Quinn Road, in Tomball. The development will include a 7,000 square-foot office/warehouse building that will house the company's administrative offices, provide 4,000 square feet of warehouse space for equipment and supplies, and include approximately 1,800 square feet of retail space for the sale of cleaning/janitorial supplies and equipment. The estimated capital investment for the project is approximately $1.2 million.

Ms. Phillips is requesting assistance from the TEDC for the extension of a sanitary sewer line, the installation of 2 sanitary manholes and the cost to core cut into an existing manhole. Due to the limited capacity of the sanitary line along Hicks Street, the sanitary line to serve this project will be extended from Quinn Road in a public easement that has been dedicated by the adjacent property owner, First Baptist Church of Tomball. An exhibit is attached to the agreement to show the location of the extension. The total estimated cost for the sanitary improvements is $65,782.00.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the estimated 5-year net benefit of this project is $147,877.00.

If the agreement between the TEDC and Phillips Cleaning Services, LLC. is approved as a Project of the Corporation the grant funding amount will not exceed $26,313, based on 40% of the actual costs for the eligible infrastructure improvements.

Phillips Cleaning Service, LLC.

29634 Quinn Rd, Tomball, TX 77375
Office 832-465-7500, Fax 281-516-2260
Ckphillips1@sbcglobal.net, phillipscleaningservices.com

August 1, 2019

Dear Board of Director for the TEDC

I (Cindy Phillips) am requesting grant funding for installation for sanitary installation at 1311 Hicks Street, Tomball Texas 77375. We have obtained easement from First Baptist Church, allowing us to create a line they will eventually tie into. There will be no residential lines tying into the sanitary lines. We will be tying in from Quinn and line will run at the south side of my property as see in the exhibit.

This property when completed will be light retail, office and warehouse space. The single building will be 7,000 square feet, 1,800 square feet of retail, 1,200 sq. ft. office and 4,000 sq. ft. warehouse. Boatman Construction is my contractor that will be executing the project.

I believe by installing the sanitary line that future development will be able to move forward with their lines with little complications. We wish to start construction mid-September after approval.

We look forward in partnering with the City of Tomball in future development for the benefit of the city and our business community.

Cost is as followed:
2 manholes at $14,000 each
8 inch lines 250 feet @$75 per foot
6 inch lines 210 feet @ $40 per foot
$7,500 engineering fees
5% make up $3,132
Total Cost $65,782

Thank you.

Cindy Phillips
Owner
Phillips Cleaning Services, LLC

AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Agreement (the "Agreement") is made and entered into by and between the Tomball Economic Development Corporation, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the "TEDC"), and **Phillips Cleaning Service, LLC** (the "Company"), 29634 Quinn Rd, Tomball, TX, 77375.

W I T N E S S E T H :

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the "City"), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company proposes to develop a 1.0028-acre tract of land within the City, located at 1311 Hicks Street, Tomball, TX 77375 (the "Property"), more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the company plans to expend One Million Thirty Thousand Dollars ($1,030,000) to construct a 7,000 square-foot office/warehouse facility and make other capital improvements (the "Improvements") identified and described on Exhibit "B," attached hereto and made a part hereof; and

DRAFT

WHEREAS, the Company proposes to bring seven (7) full-time jobs and create five (5) new full-time employment positions within the first year of operation in conjunction with the development at the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum Twenty-Six Thousand Three Hundred and Thirteen Dollars ($26,313), or an amount equal to forty (40) percent of the actual construction costs if less than the sum stated above, to assist in the construction of infrastructure improvements (the "Infrastructure Improvements"), identified and described in Exhibit "C," attached hereto and made a part hereof; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

The Company covenants and agrees that it will construct and maintain on the Property a 7,000 square-foot office/warehouse building (the "Improvements"). In conjunction with the development of the Property, the Company further agrees to construct the Infrastructure Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

The Company also covenants and agrees that construction of the Improvements to the Property, including construction of the Infrastructure Improvements shall be completed, and all necessary occupancy permits from the City shall be obtained, within twenty-four (24) months from the Effective Date of this Agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

The Company further represents and agrees that the Improvements described in Paragraph 1 hereof will be occupied and maintained for a term of at least five (5) years.

4.

The Company further covenants and agrees that the Company or any owner or leasee of the Improvements does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Twenty-Six Thousand Three Hundred and Thirteen Dollars ($26,313), or an amount equal to forty (40) percent of the actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the

improvements to the Property; (c) a copy of a letter from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (d) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (f) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of

such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:	Tomball Economic Development Corporation 401 W. Market Street Tomball, Texas 77375 Attn: President, Board of Directors
If to Company:	Phillips Cleaning Service, LLC. 29634 Quinn Road Tomball, TX 77375 Attn: Cindy Phillips, Owner

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be

deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2019 (the "Effective Date").

PHILLIPS CLEANING SERVICE, LLC

By: _____
Name: Cindy Phillips
Title: Owner

ATTEST:

By: _____
Name: _____
Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Gretchen Fagan
Title: President, Board of Directors

ATTEST:

By: _____
Name: _____
Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2019, by Cindy Phillips, the Owner of Phillips Cleaning Service, LLC for and on behalf of said company.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2019, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit A

Legal Description of Property

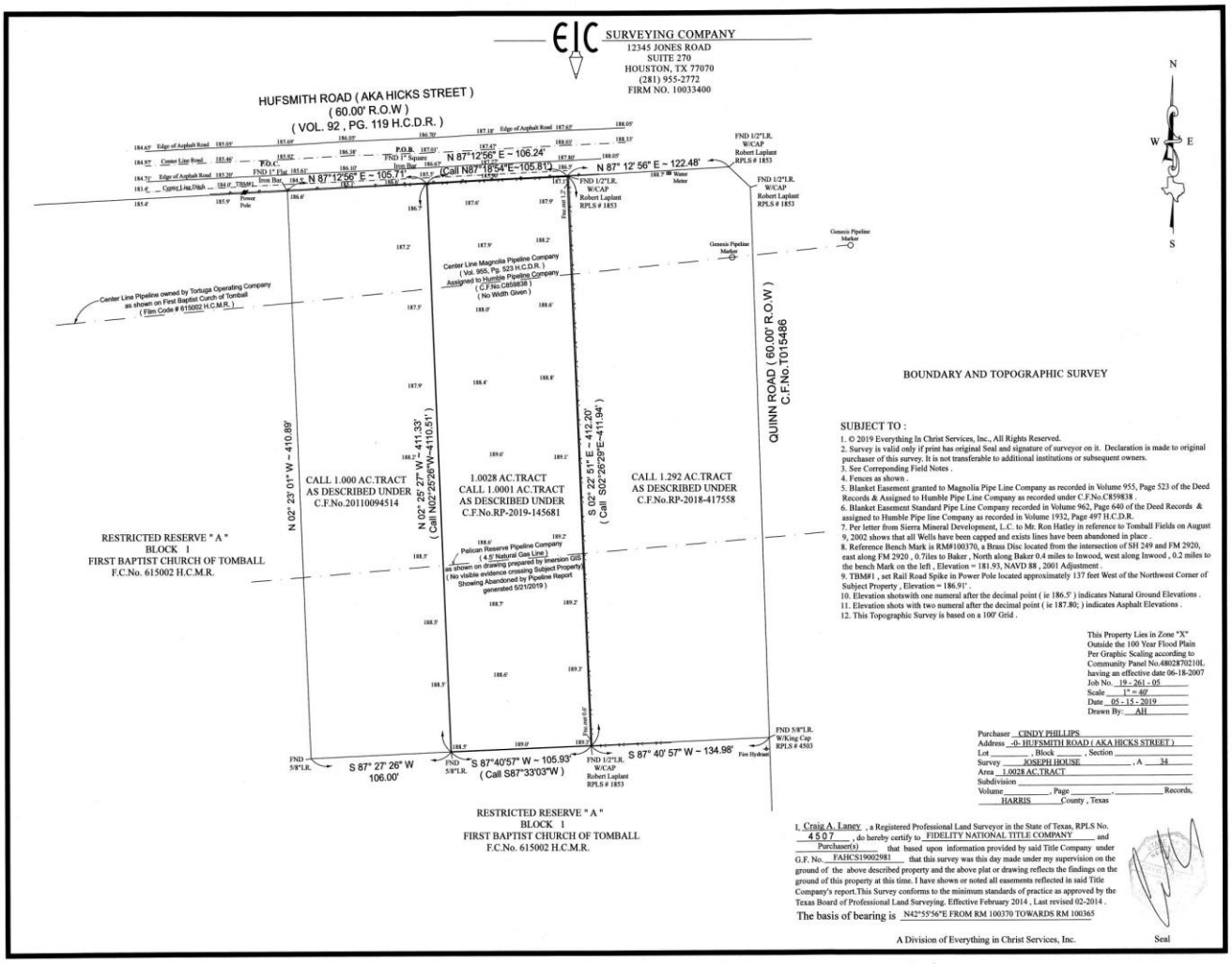


Exhibit B

Description of Improvements

7,000 square-foot office/warehouse building on a 1.0028-acre tract of land located at 1311 Hicks Street, Tomball, TX 77375.

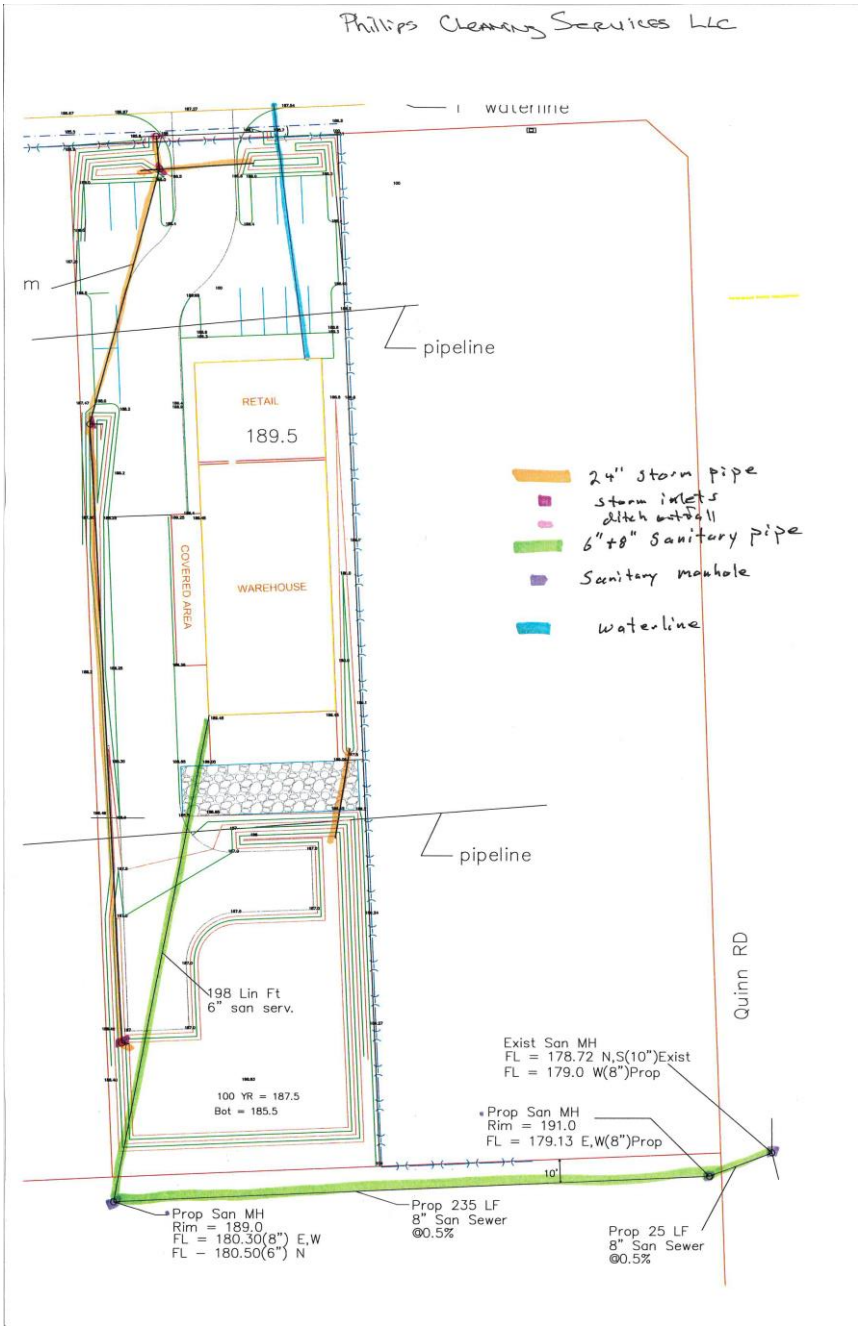


Exhibit C

Description of Infrastructure Improvements

2 manholes at $14,000 each
8-inch sanitary sewer line: 250 feet
6-inch sanitary sewer line: 210 feet

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF PHILLIPS CLEANING SERVICE IN TOMBALL, TX

August 2, 2019

Prepared by:
Tomball Economic Development Corporation
29201 Quinn Rd., Suite B
Tomball, Texas 77375

Prepared using Total Impact

PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the Tomball Economic Development Corporation. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in Tomball Economic Development Corporation's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. Tomball Economic Development Corporation made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by Tomball Economic Development Corporation or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.

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Introduction

This report presents the results of an economic impact analysis performed using Total Impact, a model developed by Impact DataSource. The report estimates the impact that a potential project in the City of Tomball will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Description of the Project

Phillips Cleaning Services (PCS) is a family owned and operated facility maintenance company that provides a full spectrum of building services across the greater Houston area since 2002. The company services commercial, industrial, medical, and institutional clients. PCS intends to construct a 7,000 square foot office/warehouse facility at 1311 Hicks Street, Tomball, TX 77375. The development will include a 7,000 square-foot office/warehouse building that will house the company's administrative offices, provide 4,000 square feet of warehouse space for equipment and supplies, and include approximately 1,800 square feet of retail space for the sale of cleaning/janitorial supplies and equipment.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the community. The 12.0 workers directly employed by the Project will earn approximately $38,000 per year on average over the next 10 years. This direct activity will support 1.9 indirect and induced workers in the community earning $75,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately $5.8 million over the next 10 years.

On average, the Project will generate $1.0 million in direct economic output over the next 10 years. Spin-off businesses in the community will produce $0.4 million in economic output per year as a result of the Project. In total, the Project will support $1.4 million in economic output per year on average. Economic output is the value of goods and services produced in the economy and can be thought of as revenues for businesses. The economic output calculations in this report were estimated using the RIMS II economic impact model and the Project's employment estimates.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately $12.3 million in taxable sales over the next 10 years.

Table 1. Economic Impact Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of permanent direct, indirect, and induced jobs to be created	12.0	1.9	13.9
Salaries to be paid to direct, indirect, and induced workers	$4,423,883	$1,372,732	$5,796,615
Economic output generated by direct, indirect, and induced activity	$10,177,091	$3,729,904	$13,906,995
Taxable sales and purchases expected in the City	$12,306,752	$39,809	$12,346,561

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

Table 2. Population Impacts Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the City	0.7	0.1	0.8
Number of new residents in the City	1.8	0.3	2.1
Number of new residential properties to be built in the City	0.1	0.0	0.1
Number of new students expected to attend local school district	0.4	0.1	0.5

The Project is estimated to support an average of approximately $1.4 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 3. Value of Taxable Property Supported by the Project Over the Next 10 Years

		The Project's Property					Total
Year	New Residential Property	Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Inventories	Subtotal Nonresidential Property	Residential & Nonresidential Property
1	$16,867	$147,500	$950,000	$80,000	$100,000	$1,277,500	$1,294,367
2	$17,205	$150,450	$969,000	$72,000	$102,000	$1,293,450	$1,310,655
3	$17,549	$153,459	$988,380	$64,000	$104,040	$1,309,879	$1,327,428
4	$17,900	$156,528	$1,008,148	$56,000	$106,121	$1,326,797	$1,344,696
5	$18,258	$159,659	$1,028,311	$48,000	$108,243	$1,344,213	$1,362,470
6	$18,623	$162,852	$1,048,877	$40,000	$110,408	$1,362,137	$1,380,760
7	$18,995	$166,109	$1,069,854	$32,000	$112,616	$1,380,579	$1,399,575
8	$19,375	$169,431	$1,091,251	$24,000	$114,869	$1,399,551	$1,418,926
9	$19,763	$172,820	$1,113,076	$16,000	$117,166	$1,419,062	$1,438,825
10	$20,158	$176,276	$1,135,338	$16,000	$119,509	$1,447,123	$1,467,281

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 2.0% per year. The Project's real property is assumed to appreciate at a rate of 2.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Temporary Construction Impact

The Project will include an initial period of construction where $1.0 million will be spent to construct new buildings and other real property improvements. It is assumed that 50.0% of the construction expenditure will be spent on materials and 50.0% on labor. The temporary construction activity will support temporary economic impacts in the community in the form of temporary construction employment and sales for local construction firms.

Table 4. Spending and Estimated Direct Employment Impact of Project-Related Construction Activity

			Amount
Total construction expenditure			$950,000
	Materials	*$475,000*	
	Labor	*$475,000*	
Temporary Construction Workers Supported (Average Earnings = $51,300)			9.3

The following table presents the temporary economic impacts resulting from the construction.

Table 5. Temporary Economic Impact of Project-Related Construction Activity

	Direct	Indirect & Induced	Total
Number of temporary direct, indirect, and induced job years to be supported*	9.3	6.5	15.8
Salaries to be paid to direct, indirect, and induced workers	$475,000	$240,635	$715,635
Revenues or sales for businesses related to construction	$950,000	$818,710	$1,768,710

** A job year is defined as full employment for one person for 2080 hours in a 12-month span.*

Sales tax calculations related to construction activity are presented in the following table. The sales tax revenue generated from construction-period taxable spending is included in the fiscal impact for affected districts in Year 1 of this analysis.

Table 6. Construction-Related Taxable Spending

	Estimate
Expenditure for Materials	$475,000
Percent of Materials subject to local tax	50.0%
Subtotal Taxable Materials	$237,500
Expenditure for Labor / Paid to construction workers	$475,000
Percent of gross earnings spent on taxable goods and services	24.0%
Percent of taxable spending done locally	10.0%
Subtotal Taxable Construction Worker Spending	$11,400
Expenditure for Furniture, Fixtures, & Equipment (FF&E)	$80,000
Percent of FF&E subject to local tax	10.0%
Subtotal Taxable FF&E Purchases	$8,000
Total Construction-Related Taxable Spending	$256,900

The above construction analysis focuses on the impact resulting from the Project's construction investments identified in Year 1. If construction will be phased in over several years or an expansion is planned in a later year, parallel calculations will be performed for those years.

Fiscal Impact Overview

The Project will generate additional benefits and costs for the City. Overall, the City will receive approximately $300,800 in net benefits over the 10-year period. The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

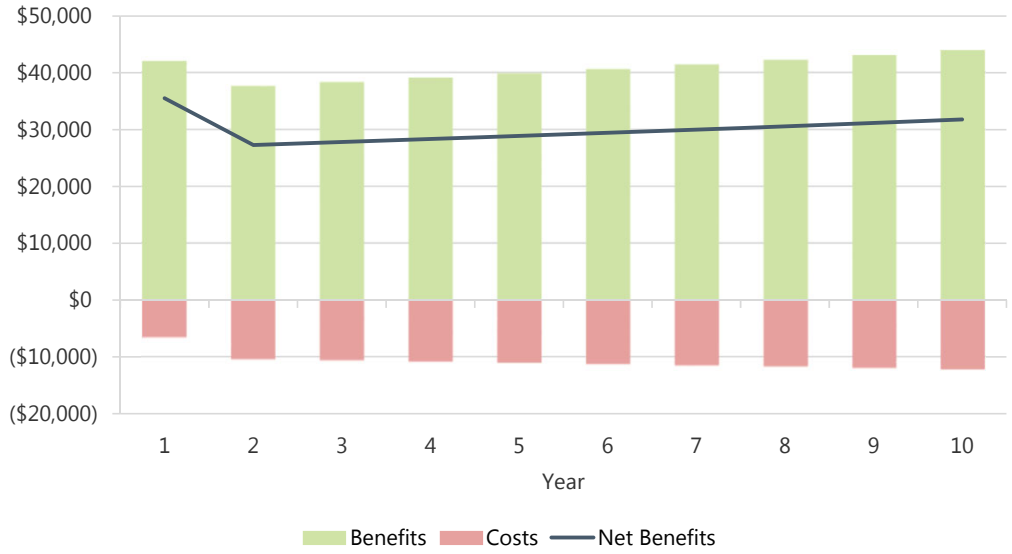
Table 7. City of Tomball: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Sales Taxes	$246,931
Property Taxes - Project	$46,302
Property Taxes - New Residential	$631
Utility Revenue	$75,216
Utility Franchise Fees	$5,763
Building Permits and Fees	$3,840
Hotel Occupancy Taxes	$3,812
Miscellaneous Taxes & User Fees	$26,289
Subtotal Benefits	$408,784
Cost of Providing Municipal Services	($28,979)
Cost of Providing Utility Services	($78,977)
Subtotal Costs	($107,955)
Net Benefits	$300,829
Present Value (5% discount rate)	*$232,158*

Table 8. Year-by-Year Benefits, Costs, and Net Benefits for the City of Tomball

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$42,073	($6,540)	$35,533	$35,533
2	$37,695	($10,397)	$27,299	$62,832
3	$38,421	($10,605)	$27,816	$90,648
4	$39,161	($10,817)	$28,344	$118,993
5	$39,917	($11,033)	$28,884	$147,877
6	$40,689	($11,254)	$29,435	$177,312
7	$41,477	($11,479)	$29,998	$207,310
8	$42,281	($11,708)	$30,573	$237,883
9	$43,102	($11,943)	$31,160	$269,043
10	$43,968	($12,181)	$31,786	$300,829
Total	$408,784	($107,955)	$300,829	

Figure 1. Annual Fiscal Net Benefits for the City of Tomball



Impact from Project and Workers

The City will receive benefits from the activity, spending, and investments associated with (1) the Project and (2) the workers. These benefits, associated costs, and resulting net benefits for the next 10 years are shown below for these two categories.

Table 9: Net Benefits to the City from the Project and Workers

	The Project	Workers	Total
Sales Taxes	$243,569	$3,362	$246,931
Real Property Taxes	$41,034	$0	$41,034
FF&E Property Taxes	$1,530	$0	$1,530
Inventory Property Taxes	$3,739	$0	$3,739
New Residential Property Taxes	$0	$631	$631
Utility Revenue	$62,695	$12,520	$75,216
Utility Franchise Fees	$4,943	$821	$5,763
Building Permits and Fees	$3,840	$0	$3,840
Hotel Occupancy Taxes	$3,812	$0	$3,812
Miscellaneous Taxes & User Fees	$22,372	$3,917	$26,289
Subtotal Benefits	$387,534	$21,251	$408,784
Cost of Providing Municipal Services	($24,647)	($4,331)	($28,979)
Cost of Providing Utility Services	($65,830)	($13,146)	($78,977)
Subtotal Costs	($90,477)	($17,478)	($107,955)
Net Benefits	$297,056	$3,773	$300,829
Percent of Total Net Benefits	*98.7%*	*1.3%*	

Non-Tax Incentives

At the request of the firm, The City of Tomball may consider abating taxes on the firm's property. The table below identifies the type of firm property for which the city may consider abating taxes.

Table 14. Incentives Under Consideration

Year	Enter Incentive Description
1	$26,313
2	$0
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
Total	$26,313

These financial incentives may be considered an investment in the Project made by the EDC and/or City. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Benefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the city, treating the incentives as the initial investment and the net benefits to the city as the return on investment. The payback period is the number of years that it will take the city to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

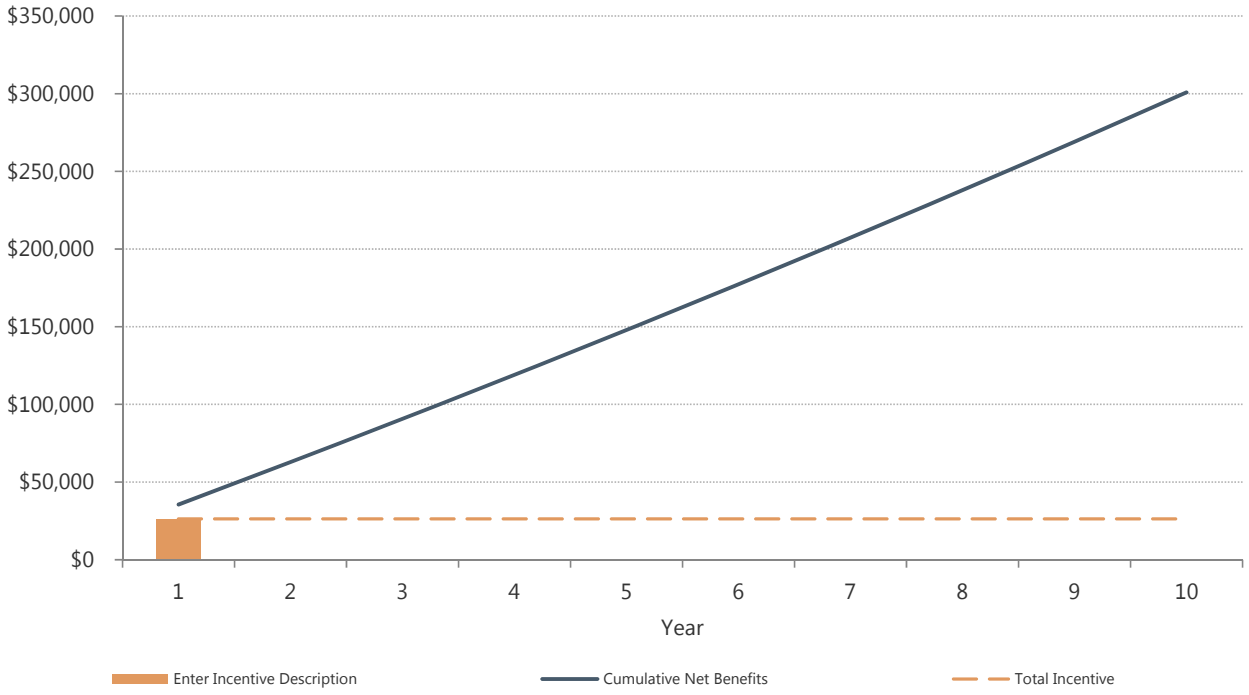
Table 15. Analysis of Incentives

Total Non-Tax Incentive	$26,313
Incentive Per Job	$2,193
Rate of Return - 5 Years	112.4%
Rate of Return - 10 Years	114.3%
Payback period (years)	0.7

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the City. The intersection indicates the length of time until the incentives are paid back.

Figure 2. Incentives Under Consideration



Overview of Methodology

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

561700 Services to buildings and dwellings		City	County
Employment Multiplier	(Type II Direct Effect)	1.1642	1.3265
Earnings Multiplier	(Type II Direct Effect)	1.3103	1.6169

The fiscal impacts calculated in this report are detailed in Appendix C. Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach. This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by the city and county to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs. This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced.

However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in Texas and more than 30 other states.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:

Approve Resolution No. 2019-27, a Resolution of the City Council of the City of Tomball, Texas, Setting a Public Hearing on October 7, 2019 at 6:00 P.M., to Discuss and Review a Proposed Ordinance Amending the City's Land Use Assumptions, Capital Improvements Plan and Impact Fees

Background:

The Texas Local Government Code (TLGC) requires the City have a Notice of Public Hearing on Land Use Assumptions and Capital Improvements Plan relating to possible adoption of impact fees published in the newspaper before the 30th day before the date of the set hearing. The TLGC also requires that an order, ordinance, or resolution must be adopted, establishing a public hearing date to consider the land use assumptions, capital improvements plan and impact fees for the designated service area.

Origination:

Community Development Department

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda:

Craig T. Meyers, P.E., Community Development Director

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Resolution No. 2019-27

RESOLUTION NO. 2019-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS SETTING A PUBLIC HEARING ON OCTOBER 7, 2019 AT 6:00 P.M., TO DISCUSS AND REVIEW A PROPOSED ORDINANCE AMENDING THE CITY'S LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN AND IMPACT FEES.

* * * * *

WHEREAS, Section 395.053 of the Texas Local Government Code, directs and states that a governing body of the political subdivision shall adopt an order or resolution setting a public hearing to discuss and review the proposed ordinance amending the City's land use assumptions, capital improvements plan and impact fees; and,

WHEREAS, pursuant to Section 395.053 of the Texas Local Government Code it is in the best interest of the City to hold said public hearing to discuss and review the proposed ordinance amending the City's land use assumptions, capital improvements plan, and impact fees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

SECTION 1: That the City Council of the City of Tomball, Texas, hereby sets and approves the Public Hearing to be held on October 7, 2019, at 6:00 p.m. at the City of Tomball City Hall, 401 Market Street, Tomball, Texas to discuss and review the proposed ordinance amending the City's land use assumptions, capital improvements plan, and impact fees. Any member of the public has the right to appear at the hearing and present evidence for or against the proposed fees.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 19th day of August 2019.

_____
Gretchen Fagan, Mayor
City of Tomball, Texas

ATTEST:

_____
Doris Speer
City Secretary

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:
Conduct Second Public Hearing regarding the Proposed Budget for Fiscal Year 2019-2020

Background:
Two budget workshops are required; this is the second Public Hearing regarding the proposed budget for Fiscal Year 2019-2020.

Origination:
City Manager/Finance Director

Recommendation:
N/A

Party(ies) responsible for placing this item on agenda:
City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Notice of Public Hearings - August 5 and August 19, 2019
Proposed Budget for FY 2019-2020 - Final

NOTICE OF PUBLIC HEARINGS
at the
TOMBALL CITY COUNCIL MEETINGS
CITY OF TOMBALL, TEXAS

MONDAY, AUGUST 5, 2019
6:00 P.M.
AND
MONDAY, AUGUST 19, 2019
6:00 P.M.

Notice is hereby given that PUBLIC HEARINGS will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at Regular Council Meetings on Monday, August 5, 2019 at 6:00 p.m., and Monday, August 19, 2019 at 6:00 p.m., at TOMBALL CITY HALL, 401 MARKET STREET, Tomball, Texas 77375, for the purpose of considering the following:

Public Hearing for the Purpose of Adopting the City of Tomball's Budget for Fiscal Year 2019-2020.

A copy of the Proposed Budget, as submitted to City Council and filed in the City Secretary's office, will be available for public inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas, Monday through Thursday, 7:45 a.m. to 5:00 p.m., and Friday, 7:45 a.m. to 4:00 p.m., beginning on **Monday, July 29, 2019**.

C E R T I F I C A T I O N

I hereby certify that the above notice of meetings was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 18th day of July 2019 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer
Doris Speer, City Secretary, TRMC, MMC

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 feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.ci.tomball.tx.us.

City of Tomball



FY 2019-2020
Proposed Budget

Fund Summaries

Consolidated Statement of Anticipated Receipts and Revenues and Expenditures and Changes in Fund Balance- All Funds
City Manager 2019-2020 Proposed Budget

	Governmental			Proprietary	Internal Service					Consolidated
	General Fund	Special Revenue Funds	Debt Service	Enterprise Fund	Fleet Replacement Fund	Health Insurance Trust Fund	Water Captial Recovery	Sewer Capital Recovery	Capital Projects Fund	All Funds FY 2020
Funds	100	200-290/990	300	600	650	910	730	740	400/460	
Revenues:										
Property taxes	$ 2,265,000	-	$ 4,640,000	-	-	-	-	-	-	$ 6,905,000
Hotel Occupancy	-	650,000	-	-	-	-	-	-	-	650,000
Sales taxes	12,000,000	-	-	-	-	-	-	-	-	12,000,000
Franchise taxes	1,295,000	-	-	-	-	-	-	-	-	1,295,000
Permits and licenses	575,200	-	-	-	-	-	-	-	-	575,200
Fines and warrants	460,200	40,000	-	-	-	-	-	-	-	500,200
Service fees	1,900,000	-	-	11,130,000	-	-	-	-	-	13,030,000
Transfers In	2,603,335	-	-	-	130,248	2,862,477	-	-	1,839,217	7,435,277
Contributions/Grants	392,876	-	533,463	370,000	-	-	-	-	-	1,296,339
Interest	225,000	16,300	70,000	140,000	50,000	30,000	52,000	40,000	1,030,000	1,653,300
Other	1,535,983	175,000	-	191,750	20,000	164,000	400,000	400,000	-	2,886,733
Total Revenues	$ 23,252,594	$ 881,300	$ 5,243,463	$ 11,831,750	$ 200,248	$ 3,056,477	$ 452,000	$ 440,000	$ 2,869,217	$ 48,227,049
Expenditures:										
General Government	$ 4,430,425	-	-	-	-	$ 3,022,893	-	-	$ 3,884,572	$ 11,337,890
Transfers out	2,534,000	-	-	-	-	-	-	-	-	2,534,000
Public Safety	10,494,254	421,073	-	-	-	-	-	-	-	10,915,327
Public Works	4,586,073	-	-	-	-	-	-	-	-	4,586,073
Engineering and Planning	592,614	-	-	-	-	-	-	-	-	592,614
Parks and Recreation	1,293,958	21,700	-	-	-	-	-	-	-	1,315,658
Tourism & Arts	-	834,099	-	-	-	-	-	-	-	834,099
Utilities	-	-	-	11,532,762	-	-	400,000	400,000	850,000	13,182,762
Capital Projects/Outlay	-	-	-	-	724,000	-	-	-	-	724,000
Debt Service	-	-	4,399,813	620,135	-	-	-	-	-	5,019,948
Total Expenditures	$ 23,931,324	$ 1,276,872	$ 4,399,813	$ 12,152,897	$ 724,000	$ 3,022,893	$ 400,000	$ 400,000	$ 4,734,572	$ 51,042,371
Revenues Over (Under) Expenditures	$ (678,730)	$ (395,573)	$ 843,650	$ (321,147)	$ (523,752)	$ 33,584	$ 52,000	$ 40,001	$ (1,865,355)	$ (2,815,323)
Beginning Fund Balance	$ 14,233,732	$ 1,294,151	$ 5,479,131	$ 8,343,558	$ 2,484,767	$ 1,570,918	$ 1,942,830	$ 1,381,452	$ 30,900,003	$ 67,630,541
Ending Fund Balance	$ 13,555,002	$ 898,578	$ 6,322,780	$ 8,022,410	$ 1,961,015	$ 1,604,502	$ 1,994,830	$ 1,421,453	$ 29,034,648	$ 64,815,219

General Fund - 100
Statement of Revenues, Expenditures, and Changes in Fund Balance
2019-2020 Proposed Budget Worksheet

	FY 2017 Actuals	FY 2018 Actuals	Current FY 2019	FY 2019 Projections	FY 2020 Budget
Revenues:					
Contributions	$ 603,390	$ 494,171	$ 392,817	$ 392,876	$ 392,876
Fines & Warrants	500,309	414,204	531,200	460,200	460,200
Franchise Taxes	1,307,171	1,270,927	1,265,000	1,275,000	1,295,000
Interest	95,325	194,429	185,528	225,000	225,000
Other Revenue	753,992	1,348,513	1,325,291	1,455,355	1,535,983
Permits & Licenses	464,344	532,615	485,700	574,200	575,200
Property Taxes	1,964,345	2,144,861	2,245,000	2,185,000	2,265,000
Sales Taxes	10,791,147	12,427,660	12,500,000	11,900,000	12,000,000
Services	2,236,863	1,844,191	2,000,000	1,700,000	1,900,000
Enterprise Transfers In	2,342,169	2,384,166	2,530,209	2,530,209	2,603,335
Total Revenues	**21,059,055**	**23,055,737**	**23,460,745**	**22,697,840**	**23,252,594**
Expenditures:					
Administrative	393,950	440,324	389,832	386,417	399,832
Building Permits and Inspections	386,153	431,157	458,449	457,451	485,169
Mayor and Council	52,185	50,181	97,198	78,720	102,198
City Secretary	352,470	334,846	414,819	368,223	443,945
Human Resources	374,009	385,671	478,447	473,961	466,213
Finance	632,843	715,774	754,098	745,772	766,518
Information Systems	654,974	617,432	853,203	848,360	971,750
Legal	159,704	117,595	142,000	125,000	142,000
Non-Departmental*	513,547	454,552	756,280	748,867	760,800
Police	5,379,589	5,601,730	5,708,159	5,571,479	5,977,880
Municipal Court	347,067	357,447	446,906	422,948	426,322
Community Center	147,046	157,148	167,624	177,020	171,296
Fire	2,896,840	2,595,167	2,826,961	2,886,153	3,089,055
Emergency Management	18,381	19,570	27,350	27,290	19,250
ESD#15 Station 5	301,993	655,533	837,297	920,619	981,747
Public Works Administration	57,323	55,620	57,375	61,365	69,017
Garage	141,261	130,720	165,474	160,830	156,123
Parks	867,978	1,105,557	1,111,913	1,006,147	1,122,662
Streets	2,383,979	1,998,255	2,141,449	1,779,898	1,456,359
Sanitation	1,975,363	1,586,442	2,227,772	2,190,172	2,305,300
Engineering and Planning	486,670	562,307	645,496	575,036	592,614
Facilities Maintenance	636,940	745,872	797,366	818,975	599,274
Transfer Out to Hotel Occupancy *	20,000	20,000	30,000	100,000	126,000
Transfer Out to Health Insurance *	2,110,591	2,211,241	2,387,391	2,300,000	2,300,000
Total Expenditures	**21,290,853**	**21,350,138**	**23,922,859**	**23,230,703**	**23,931,324**
Revenues Over/(Under) Expenditures	**(231,798)**	**1,705,599**	**(462,114)**	**(532,863)**	**(678,730)**
Beginning Fund Balance	**13,292,789**	**13,060,996**	**14,766,595**	**14,766,595**	**14,233,732**
Ending Fund Balance	**$ 13,060,996**	**$ 14,766,595**	**$ 14,304,481**	**$ 14,233,732**	**$ 13,555,002**
25% of Operating Expenses - Target	61%	69%	60%	61%	57%

CITY OF TOMBALL
GENERAL FUND REVENUES - 100

GENERAL FUND	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 PROJECTION	2020 BUDGET
5730 SCHOOL RESOURCE OFFICERS (SRO)	412,214	465,175	366,817	366,876	366,876
5740 OTHER GRANTS	181,176	3,996	1,000	1,000	1,000
5770 TEDC CONTRIBUTIONS	10,000	25,000	25,000	25,000	25,000
CONTRIBUTIONS TOTAL	**603,390**	**494,171**	**392,817**	**392,876**	**392,876**
5300 MUNICIPAL COURT FINES	281,092	233,134	300,000	250,000	250,000
5310 COURT COSTS/ADMIN FEES	145,935	125,170	165,000	165,000	165,000
5320 COURT WARRANT FEES	66,733	52,130	60,000	40,000	40,000
5340 TIME PYMT.FEE-10% CITY JUDICL.	1,310	754	1,200	1,200	1,200
5341 TIME PAYMENT FEE-40% FOR CITY	5,239	3,016	5,000	4,000	4,000
FINES AND FEES TOTAL	**500,309**	**414,204**	**531,200**	**460,200**	**460,200**
5150 ELECTRICAL FRANCHISE TAX	704,353	700,345	700,000	710,000	735,000
5160 T.V. CABLE FRANCHISE TAX	182,225	157,065	150,000	150,000	140,000
5161 1% IN KIND/ PEG FEES	36,445	31,413	30,000	30,000	35,000
5170 COMMUNICATIONS ROW LINE FEE	206,355	213,074	225,000	225,000	225,000
5175 SANITATION FRANCHISE TAX	177,793	169,030	160,000	160,000	160,000
FRANCHISE AND OTHER TAX TOTAL	**1,307,171**	**1,270,927**	**1,265,000**	**1,275,000**	**1,295,000**
5800 INTEREST INCOME	97,140	203,902	185,528	225,000	225,000
5801 UNREALIZED GAIN ON INVESTMENTS	(1,815)	(9,473)	-	-	-
INVESTMENT INCOME TOTAL	**95,325**	**194,429**	**185,528**	**225,000**	**225,000**
5444 SITE PLAN REVIEW	11,325	15,261	15,000	14,000	15,000
5445 PLAN REVIEW FEES- OTHER	1,398	200	200	200	200
5446 ZONING FEES- OTHER	3,145	2,340	3,000	3,000	3,000
5200 BUILDING PERMITS	204,812	261,428	225,000	275,000	275,000
5210 CONSTRUCTION PERMITS	55,701	55,641	50,000	75,000	75,000
5215 PLUMBING PERMIT	22,504	28,214	30,000	30,000	30,000
5220 MECHANICAL PERMITS	44,792	28,456	25,000	30,000	30,000
5230 ELECTRICAL PERMITS	26,639	37,907	35,000	40,000	40,000
5235 FIRE PERMIT FEES	50,965	64,320	60,000	65,000	65,000
5240 OTHER PERMITS	3,147	4,282	3,000	3,000	3,000
5245 MISCELLANEOUS PERMIT FEES	-	200	500	500	500
5255 LICENSE FEES	4,477	4,005	4,000	4,000	4,000
5260 AMBULANCE PERMITS	4,000	7,400	7,000	8,000	8,000
5440 PLAT FEES	18,802	11,693	15,000	16,000	16,000
5441 REZONING APPLICATION FEE	7,768	8,468	9,000	8,500	8,500
5442 CONDITIONAL USE PERMIT	4,869	1,800	4,000	2,000	2,000
5443 PLANNED DEVELOPMENT	-	1,000	-	-	-
LICENSES AND PERMITS TOTAL	**464,344**	**532,615**	**485,700**	**574,200**	**575,200**
5141 ALCOHOLIC BEVERAGE TAX	69,215	73,760	70,000	80,000	75,000
5190 BINGO TAX	66	-	25	-	-
5250 MIXED BEVERAGE FEES	13,590	13,510	15,000	15,000	15,000
5450 BIRTH AND DEATH CERTIFICATE FEES	50,597	57,844	55,000	60,000	60,000
5451 NOTARY FEES	66	88	75	75	75
5460 ALARM SYSTEM REGISTRATION FEES	28,635	24,475	25,000	25,000	25,000
5461 FALSE ALARM SERVICE FEE	27,075	21,345	20,000	2,000	20,000
5470 EMERGENCY SERVICE DISTRCT FEES	145,382	173,884	180,000	201,000	208,000
5472 ESD#15 S5 OPERATING COST REIMBURSEMENT	19,483	23,293	25,707	24,939	25,439
5474 ESD#15 STATION 5 PAYROLL REIMBURSEMENT	263,023	594,066	785,884	870,741	930,869
5480 LIFE SAFETY PLAN REVIEW	3,301	2,400	3,000	2,500	2,500

CITY OF TOMBALL
GENERAL FUND REVENUES - 100

GENERAL FUND	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 PROJECTION	2020 BUDGET
5481 STATE LICENSED FACILITIES	1,555	1,380	1,500	1,500	1,500
5482 ANNUAL FIRE INSPECTIONS	725	600	-	1,500	1,500
5500 SALE OF CITY PROPERTY	6,838	235,899	35,000	40,000	40,000
5505 RENT REVENUES	3,250	4	-	-	-
5510 COMMUNITY CENTER FEES	27,985	30,317	25,000	30,000	30,000
5515 CONGREGATE MEAL SERV. REVENUE	8,929	9,665	9,000	10,000	10,000
5520 PARK RENTAL FEE	12,000	10,710	15,000	11,000	11,000
5550 MISCELLANEOUS INCOME	44,363	44,573	30,000	50,000	50,000
5560 RETURNED CHECK FINES	60	60	100	100	100
5690 SANITATION PENALTY	27,854	30,640	30,000	30,000	30,000
OTHER TOTAL	**753,992**	**1,348,513**	**1,325,291**	**1,455,355**	**1,535,983**
5110 CURRENT TAXES	1,919,752	2,057,193	2,200,000	2,155,000	2,220,000
5120 DELINQUENT TAXES	25,027	55,317	30,000	15,000	30,000
5130 PENALTY,INTEREST,ATTY FEES	19,566	32,351	15,000	15,000	15,000
PROPERTY TAX TOTAL	**1,964,345**	**2,144,861**	**2,245,000**	**2,185,000**	**2,265,000**
5140 SALES TAX	10,791,147	12,427,660	12,500,000	11,900,000	12,000,000
SALES TAX TOTAL	**10,791,147**	**12,427,660**	**12,500,000**	**11,900,000**	**12,000,000**
5430 SANITATION FEES	2,236,863	1,844,191	2,000,000	1,700,000	1,900,000
SANITATION FEES TOTAL	**2,236,863**	**1,844,191**	**2,000,000**	**1,700,000**	**1,900,000**
5961 ENTERPRISE TRANSFERS IN	2,342,169	2,384,166	2,530,209	2,530,209	2,603,335
TOTAL GENERAL FUND REVENUES	**$ 21,059,055**	**$ 23,055,737**	**$ 23,460,745**	**$ 22,697,840**	**$ 23,252,594**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	ADMINISTRATIVE	100-111 ADMINISTRATIVE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$267,300	$261,534	$253,820	$260,857	$248,450
6009 WAGES-OTHER	$14,358	$12,994	$0	$9,714	$13,233
6011 VACATION PAY	$17,450	$25,680	$13,588	$10,292	$14,006
6012 SICK PAY	$3,553	$37,496	$14,975	$6,952	$11,028
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$4,411
6019 MISCELLANEOUS PAY	$905	$1,025	$875	$875	$995
6021 FICA-MED/SS	$19,700	$21,621	$23,379	$21,667	$24,024
6022 TMRS-EMPLOYER	$44,228	$47,079	$41,754	$41,580	$42,985
6025 WORKER COMPENSATION INS.	$200	$212	$237	$176	$200
PERSONNEL SERVICES	**$367,694**	**$407,641**	**$348,628**	**$352,113**	**$359,332**
6101 OFFICE AND COMPUTER SUPPLIES	$360	$3,208	$1,000	$1,000	$1,500
6102 EDUCATIONAL SUPPLIES	$68	$286	$0	$0	$0
6105 FOOD SUPPLIES	$0	$368	$500	$500	$1,000
6107 CLOTHING AND UNIFORMS		$0	$200	$200	$400
6119 OTHER SUPPLIES		$0	$0	$0	$1,000
SUPPLIES	**$428**	**$3,862**	**$1,700**	**$1,700**	**$2,900**
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$0**	**$0**
6312 COMMUNICATION SERVICES	$1,920	$2,020	$2,304	$2,304	$1,800
6329 OTHER SERVICES		$38	$0	$0	$1,000
6333 DUES AND SUBSCRIPTIONS	$4,200	$3,545	$5,000	$4,000	$5,000
6334 AUTOMOBILE ALLOWANCES	$14,400	$14,940	$19,200	$16,800	$16,800
6337 TRAINING	$695	$4,447	$5,000	$3,500	$5,000
SERVICES AND CHARGES	**$25,828**	**$28,821**	**$39,504**	**$32,604**	**$37,600**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL GENERAL-ADMINISTRATIVE	**$393,950**	**$440,324**	**$389,832**	**$386,417**	**$399,832**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	PERMITS/INSPCTNS.	100-112 PERMITS/INSPCTNS.

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$58,470	$74,236	$67,238	$127,529	$123,453
6003 WAGES-FULL TIME	$180,760	$188,305	$226,450	$165,459	$168,694
6005 WAGES-OVERTIME	$5,011	$2,937	$5,408	$3,684	$3,863
6009 WAGES-OTHER	$12,520	$14,104	$0	$7,474	$15,290
6011 VACATION PAY	$15,045	$13,821	$15,044	$14,480	$18,517
6012 SICK PAY	$6,447	$4,260	$14,786	$10,823	$12,742
6013 EMERGENCY PAY	$0	$828	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$3,667
6019 MISCELLANEOUS PAY	$970	$1,530	$1,955	$1,955	$2,315
6021 FICA-MED/SS	$19,999	$20,274	$25,537	$24,509	$26,935
6022 TMRS-EMPLOYER	$38,567	$39,349	$45,608	$45,638	$48,193
6025 WORKER COMPENSATION INS.	$1,017	$914	$1,523	$1,000	$1,100
PERSONNEL SERVICES	**$338,806**	**$360,558**	**$403,549**	**$402,551**	**$424,769**
6101 OFFICE AND COMPUTER SUPPLIES	$2,830	$2,776	$2,500	$2,500	$3,000
6102 EDUCATIONAL SUPPLIES	$1,537	$512	$4,000	$2,500	$1,500
6105 FOOD SUPPLIES	$0	$28	$0	$0	$0
6106 MATERIALS AND PARTS	$0	$0	$1,000	$0	$0
6107 CLOTHING AND UNIFORMS	$2,945	$2,404	$3,000	$3,000	$4,000
6108 FUEL, OIL AND LUBRICANTS	$5,653	$7,638	$7,500	$7,500	$7,500
6119 OTHER SUPPLIES	$347	$4	$0	$0	$0
SUPPLIES	**$13,312**	**$13,363**	**$18,000**	**$15,500**	**$16,000**
6205 VEHICLE MAINTENANCE	$5,414	$11,090	$6,000	$5,000	$5,000
REPAIRS AND MAINTENANCE	**$5,414**	**$11,090**	**$6,000**	**$5,000**	**$5,000**
6304 PROFESSIONAL SERVICES, OTHER	$10,114	$775	$5,000	$5,000	$10,000
6312 COMMUNICATION SERVICES	$5,028	$5,300	$5,100	$5,100	$5,100
6332 TRAVEL AND MEALS	$8,734	$3,545	$10,000	$11,000	$11,000
6333 DUES AND SUBSCRIPTIONS	$141	$398	$1,000	$1,500	$1,500
6337 TRAINING	$3,975	$6,074	$9,000	$11,000	$11,000
6362 PERMITS AND LICENSES	$629	$55	$800	$800	$800
SERVICES AND CHARGES	**$28,621**	**$16,147**	**$30,900**	**$34,400**	**$39,400**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
6998 TRANSFER TO FLEET REPLACEMENT	$0	$30,000	$0	$0	$0
TRANSFERS	**$0**	**$30,000**	**$0**	**$0**	**$0**
TOTAL GENERAL-PERMITS/INSPCTNS.	**$386,153**	**$431,157**	**$458,449**	**$457,451**	**$485,169**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	MAYOR AND COUNCIL	100-113 MAYOR AND COUNCIL

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6004 WAGES- PART TIME	$26,200	$27,146	$30,600	$25,072	$30,600
6021 FICA- MED/ SS	$2,004	$2,027	$2,341	$1,913	$2,341
6025 WORKER COMPENSATION INS.	$40	$37	$57	$35	$57
PERSONNEL SERVICES	**$28,244**	**$29,210**	**$32,998**	**$27,020**	**$32,998**
6101 OFFICE AND COMPUTER SUPPLIES	$82	$104	$100	$100	$100
6105 FOOD SUPPLIES	$1,787	$1,147	$2,000	$2,000	$2,000
6119 OTHER SUPPLIES	$8,544	$6,098	$9,000	$9,000	$12,000
SUPPLIES	**$10,413**	**$7,349**	**$11,100**	**$11,100**	**$14,100**
6304 PROFESSIONAL SERVICES- OTHER	$0	$0	$20,000	$15,000	$20,000
6329 OTHER SERVICES	$0	$22	$100	$100	$100
6332 TRAVEL AND MEALS	$1,820	$20	$10,000	$4,500	$10,000
6333 DUES AND SUBSCRIPTIONS	$3,496	$3,512	$7,000	$7,000	$7,000
6337 TRAINING	$325	$0	$3,000	$2,000	$3,000
6398 BANQUETS, DEDICATION, RECEP	$7,887	$10,068	$13,000	$12,000	$15,000
SERVICES AND CHARGES	**$13,528**	**$13,622**	**$53,100**	**$40,600**	**$55,100**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL MAYOR AND COUNCIL	**$52,185**	**$50,181**	**$97,198**	**$78,720**	**$102,198**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	CITY SECRETARY	100-114 CITY SECRETARY

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$83,288	$93,743	$88,955	$138,280	$139,329
6003 WAGES-FULL TIME	$108,837	$101,281	$115,606	$65,863	$67,805
6005 WAGES-OVERTIME	$4,508	$4,057	$4,120	$2,500	$4,120
6009 WAGES-OTHER	$10,262	$10,170	$0	$6,654	$11,242
6011 VACATION PAY	$16,063	$13,470	$16,436	$14,251	$17,371
6012 SICK PAY	$8,345	$5,351	$11,159	$9,829	$9,368
6013 EMERGENCY PAY	636	$0	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$2,232
6019 MISCELLANEOUS PAY	$2,585	$2,175	$2,455	$2,455	$2,695
6021 FICA-S.S. AND MEDICARE TAXES	$16,950	$16,064	$18,466	$18,199	$19,749
6022 TMRS-EMPLOYER	$32,511	$30,237	$32,980	$33,237	$35,334
6025 WORKER COMPENSATION INS.	$451	$424	$474	$352	$400
PERSONNEL SERVICES	**$284,436**	**$276,972**	**$290,651**	**$291,620**	**$309,645**
6101 OFFICE AND COMPUTER SUPPLIES	$14,021	$10,979	$15,000	$18,500	$15,000
6102 EDUCATIONAL SUPPLIES	$626	$313	$1,200	$1,150	$1,200
6104 JANITORIAL AND CLEANING SUPPLY	$346	$367	$600	$550	$600
6105 FOOD SUPPLIES	$738	$755	$1,100	$1,075	$1,200
6109 POSTAGE	$630	$401	$1,400	$1,400	$1,400
6119 OTHER SUPPLIES	$290	$147	$600	$485	$600
SUPPLIES	**$16,651**	**$12,963**	**$19,900**	**$23,160**	**$20,000**
6201 OFFICE EQUIPMENT MAINT.	$0	$0	$600	$400	$400
6206 BUILDING MAINTENANCE	$25,139	$0	$0	$0	$0
REPAIRS AND MAINTENANCE	**$25,139**	**$0**	**$600**	**$400**	**$400**
6304 PROF.SERV.-OTHER	$1,108	$9,108	$10,000	$10,000	$15,000
6312 COMMUNICATION SERVICES	$768	$768	$868	$868	$900
6316 PRINTING AND BINDING	$32	$26	$100	$75	$100
6329 OTHER SERVICES	$1,915	$1,906	$1,200	$1,000	$1,200
6332 TRAVEL AND MEALS	$5,483	$6,684	$11,000	$8,950	$11,000
6333 DUES AND SUBSCRIPTIONS	$1,368	$2,002	$4,000	$4,000	$4,200
6335 ADVERTISING COST	$11,933	$19,218	$20,000	$20,000	$25,000
6337 TRAINING	$2,320	$3,418	$6,500	$5,650	$6,500
6371 ELECTION SERVICES	$1,317	$1,780	$50,000	$2,500	$50,000
SERVICES AND CHARGES	**$26,244**	**$44,911**	**$103,668**	**$53,043**	**$113,900**
TOTAL CITY SECRETARY	**$352,470**	**$334,846**	**$414,819**	**$368,223**	**$443,945**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	HUMAN RESOURCES	100-115 HUMAN RESOURCES

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$100,579	$110,235	$107,325	$107,089	$106,719
6003 WAGES-FULL TIME	$92,257	$89,169	$102,312	$102,624	$99,966
6004 WAGES-PART TIME	$26,739	$24,150	$32,960	$32,960	$32,960
6005 WAGES-OVERTIME	$3,047	$3,353	$6,180	$4,000	$6,180
6009 WAGES-OTHER	$10,509	$10,882	$0	$6,301	$11,187
6011 VACATION PAY	$12,016	$10,857	$14,758	$12,636	$16,432
6012 SICK PAY	$4,841	$6,665	$11,730	$7,416	$9,323
6013 EMERGENCY PAY	$402	$194	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$3,729
6019 MISCELLANEOUS PAY	$1,220	$1,400	$1,580	$1,580	$1,760
6021 FICA-S.S. AND MEDICARE TAXES	$17,945	$17,282	$21,294	$20,500	$22,178
6022 TMRS-EMPLOYER	$30,908	$30,501	$33,385	$33,223	$35,029
6025 WORKER COMPENSATION INS.	$301	$318	$355	$264	$300
6026 STATE UNEMPLOYMENT TAXES	$3,678	$0	$10,000	$10,000	$10,000
PERSONNEL SERVICES	**$304,442**	**$305,006**	**$341,879**	**$338,593**	**$355,763**
6101 OFFICE AND COMPUTER SUPPLIES	$5,503	$3,741	$6,000	$6,000	$6,000
6102 EDUCATIONAL SUPPLIES	$1,392	$1,615	$1,500	$1,500	$1,500
6105 FOOD SUPPLIES	$2,516	$1,571	$3,000	$3,000	$3,000
6107 CLOTHING AND UNIFORMS	$0	$0	$300	$200	$300
6108 FUEL, OIL AND LUBRICANTS	$0	$0	$200	$0	$0
6109 POSTAGE	$134	$136	$200	$100	$150
6119 OTHER SUPPLIES	$7,453	$9,754	$8,000	$8,000	$8,000
SUPPLIES	**$16,998**	**$16,817**	**$19,200**	**$18,800**	**$18,950**
6205 VEHICLE MAINTENANCE	$608	$233	$500	$0	$0
REPAIRS AND MAINTENANCE	**$608**	**$233**	**$500**	**$0**	**$0**
6304 PROF.SERV.-OTHER	$0	$5,000	$30,000	$30,000	$6,000
6312 COMMUNICATION SERVICES	$768	$768	$768	$768	$900
6329 OTHER SERVICES	$34,092	$34,146	$40,000	$40,000	$40,000
6332 TRAVEL AND MEALS	$52	$1,260	$5,800	$7,000	$5,800
6333 DUES AND SUBSCRIPTIONS	$1,334	$1,224	$1,800	$1,800	$1,800
6335 ADVERTISING COST	$0	$969	$3,500	$2,000	$2,000
6337 TRAINING	$5,560	$10,064	$24,000	$24,000	$24,000
6398 BANQUETS, DEDICATION, RECEP	$10,155	$10,184	$11,000	$11,000	$11,000
SERVICES AND CHARGES	**$51,961**	**$63,615**	**$116,868**	**$116,568**	**$91,500**
TOTAL HUMAN RESOURCES	**$374,009**	**$385,671**	**$478,447**	**$473,961**	**$466,213**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	FINANCE	100-116 FINANCE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$201,692	$224,735	$259,712	$248,347	$256,111
6003 WAGES-FULL TIME	$69,081	$62,332	$75,404	$67,851	$73,345
6004 WAGES-PART TIME	$7,675	$6,358	$0	$0	$0
6005 WAGES-OVERTIME	$1,645	$1,950	$1,545	$2,000	$1,545
6009 WAGES-OTHER	$14,802	$13,552	$0	$11,143	$17,537
6011 VACATION PAY	$16,531	$18,389	$18,482	$18,695	$19,295
6012 SICK PAY	$8,056	$19,867	$17,554	$12,423	$14,614
6013 EMERGENCY PAY	$1,797	$0	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$2,947
6019 MISCELLANEOUS PAY	$1,650	$1,710	$1,300	$1,435	$1,830
6021 FICA-S.S. AND MEDICARE TAXES	$24,120	$25,105	$28,968	$27,763	$30,006
6022 TMRS-EMPLOYER	$43,738	$45,340	$51,736	$50,090	$53,688
6025 WORKER COMPENSATION INS.	$551	$583	$711	$525	$600
6101 OFFICE AND COMPUTER SUPPLIES	$3,635	$4,119	$6,000	$3,000	$4,000
6102 EDUCATIONAL SUPPLIES	$0	$0	$0	$1,000	$500
6105 FOOD SUPPLIES	$150	$289	$100	$100	$100
6107 CLOTHING AND UNIFORMS	$379	$487	$600	$600	$600
6108 FUEL, OIL AND LUBRICANTS	$0	$20	$0	$0	$0
6109 POSTAGE	$100	$67	$300	$100	$100
6119 OTHER SUPPLIES	$0	$906	$200	$200	$200
SUPPLIES	**$4,264**	**$5,888**	**$7,200**	**$5,000**	**$5,500**
6204 OTHER EQUIPMENT MAINTENANCE	$345	$795	$350	$500	$500
REPAIRS AND MAINTENANCE	**$345**	**$795**	**$350**	**$500**	**$500**
6301 PROF.SERV.-AUDIT AND ACCTNG.	$50,860	$72,340	$70,000	$80,000	$70,000
6304 PROF.SERV.-OTHER	$9,372	$10,330	$15,000	$16,500	$15,000
6312 COMMUNICATION SERVICES	$1,362	$1,719	$2,236	$2,000	$2,000
6316 PRINTING AND BINDING	$870	$968	$1,000	$1,000	$1,000
6317 APPRAISAL SERVICES	$43,973	$46,496	$46,500	$46,500	$46,500
6332 TRAVEL AND MEALS	$4,267	$6,394	$5,900	$6,500	$7,000
6333 DUES AND SUBSCRIPTIONS	$1,715	$2,587	$2,500	$2,500	$2,500
6335 ADVERTISING COST	$6,869	$7,957	$6,000	$3,000	$3,000
6337 TRAINING	$2,511	$3,562	$5,000	$5,000	$5,000
6397 CREDIT CARD PROCESSING FEE	$96,651	$118,380	$115,000	$115,000	$115,000
6399 SERVICE CHARGES	$18,446	$18,434	$22,000	$22,000	$22,000
SERVICES AND CHARGES	**$236,896**	**$289,168**	**$291,136**	**$300,000**	**$289,000**
TOTAL FINANCE	**$632,843**	**$715,774**	**$754,098**	**$745,772**	**$766,518**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	INFORMATION SYSTEMS	100-117 INFORMATION

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES- ADMINISTRATIVE	$191,718	$194,361	$204,945	$188,750	$145,592
6003 WAGES- FULL TIME	$0	$0	$0	$19,760	$54,225
6005 WAGES-OVERTIME	$0	$0	$0	$2,500	$2,575
6009 WAGES- OTHER	$10,167	$10,065	$0	$5,361	$10,686
6011 VACATION PAY	$9,894	$15,204	$13,003	$9,087	$13,357
6012 SICK PAY	$3,226	$3,525	$12,136	$7,933	$8,905
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$3,562
6019 MISCELLANEOUS PAY	$1,435	$1,615	$1,795	$1,795	$1,975
6021 FICA-S.S. AND MEDICARE TAXES	$17,324	$17,177	$18,827	$18,932	$19,533
6022 TMRS-EMPLOYER	$31,576	$31,224	$33,625	$34,111	$34,950
6025 WORKER COMPENSATION INS.	$1,042	$1,070	$1,050	$931	$990
PERSONNEL SERVICES	**$266,382**	**$274,241**	**$285,381**	**$289,160**	**$296,350**
6101 OFFICE AND COMPUTER SUPPLIES	$42,153	$45,408	$40,000	$40,000	$40,000
6103 COMPUTER EQUIPMENT <$20,000	$2,550	$0	$0	$0	$107,500
6107 CLOTHING AND UNIFORMS	$192	$0	$300	$300	$500
6109 POSTAGE	$46	$159	$100	$100	$100
SUPPLIES	**$44,941**	**$45,567**	**$40,400**	**$40,400**	**$148,100**
6201 OFFICE EQUIPMENT MAINTENANCE	$12,026	$1,249	$7,500	$7,500	$7,500
6202 COMPUTER EQUIPMENT MAINT	$291	$0	$1,200	$1,200	$1,200
REPAIRS AND MAINTENANCE	**$12,317**	**$1,249**	**$8,700**	**$8,700**	**$8,700**
6304 PROF.SERV.-OTHER	$39,720	$12,013	$40,000	$15,000	$40,000
6312 COMMUNICATION SERVICES	$79,025	$72,200	$87,000	$87,000	$90,000
6320 COMPUTER SOFTWARE SERV.	$199,589	$199,933	$226,622	$395,000	$372,000
6332 TRAVEL AND MEALS	$691	$1,194	$1,500	$500	$3,000
6333 DUES AND SUBSCRIPTIONS	$1,064	$1,039	$1,000	$1,000	$1,000
6334 AUTOMOBILE ALLOWANCES	$9,600	$9,600	$9,600	$9,600	$9,600
6337 TRAINING	$1,645	$395	$3,000	$2,000	$3,000
SERVICES AND CHARGES	**$331,334**	**$296,374**	**$368,722**	**$510,100**	**$518,600**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
6999 TRANSFER TO CAPITAL PROJ. FUND	$0	$0	$150,000	$0	$0
TRANSFERS	**$0**	**$0**	**$150,000**	**$0**	**$0**
TOTAL INFORMATION SYSTEMS	**$654,974**	**$617,432**	**$853,203**	**$848,360**	**$971,750**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	LEGAL	100-118 LEGAL

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6102 EDUCATIONAL SUPPLIES	$0	$210	$0	$0	$0
SUPPLIES	**$0**	**$210**	**$0**	**$0**	**$0**
6303 PROF.SERV.-LEGAL	$159,704	$117,385	$142,000	$125,000	$142,000
SERVICES AND CHARGES	**$159,704**	**$117,385**	**$142,000**	**$125,000**	**$142,000**
TOTAL LEGAL	**$159,704**	**$117,595**	**$142,000**	**$125,000**	**$142,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	NON-DEPARTMENTAL	100-119 NON-DEPARTMENTAL

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
PERSONNEL SERVICES	**$0**	**$0**	**$0**	**$0**	**$0**
6101 OFFICE AND COMPUTER SUPPLIES	$5,248	$4,148	$4,700	$4,000	$4,500
6108 FUEL, OIL AND LUBRICANTS	$0	$43	$9,000	$0	$0
6109 POSTAGE	$12,223	$9,750	$12,200	$9,000	$9,000
SUPPLIES	**$17,471**	**$13,942**	**$25,900**	**$13,000**	**$13,500**
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$0**	**$0**
6329 OTHER SERVICES	$33,709	$22,206	$22,800	$25,000	$25,000
6330 INSURANCE	$237,903	$236,069	$260,000	$325,000	$325,000
6336 EQUIPMENT RENTALS	$50,302	$35,354	$30,280	$30,280	$32,000
6339 PRIOR YEAR DELINQUENT TAXES		$0	$0	$75,000	$30,000
6340 SPECIAL EVENTS	$0	$0	$47,300	$23,650	$47,300
6346 ECONOMIC DEVELOPMENT AGREEMENT	$174,162	$146,968	$170,000	$156,937	$180,000
6399 SERVICE CHARGES	$0	$13	$0	$0	$0
SERVICES AND CHARGES	**$496,076**	**$440,610**	**$530,380**	**$635,867**	**$639,300**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
6691 TRANSFER OUT	$20,000	$20,000	$30,000	$100,000	$126,000
6998 TRANSFER TO FLEET REPLACEMENT	$0	$0	$200,000	$100,000	$108,000
TRANSFERS	**$2,130,591**	**$2,231,241**	**$2,617,391**	**$2,500,000**	**$2,534,000**
TOTAL NON-DEPARTMENTAL	**$2,644,138**	**$2,685,792**	**$3,173,671**	**$3,148,867**	**$3,186,800**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	POLICE DEPARTMENT	100-121 -POLICE DEPARTMENT

DETAILS

LINE ITEMS	2018 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$280,801	$424,920	$298,384	$283,557	$277,993
6003 WAGES-FULL TIME	$2,637,588	$2,511,573	$3,099,565	$2,936,868	$3,092,504
6004 WAGES-PART TIME	$43,902	$32,381	$60,384	$61,942	$64,936
6005 WAGES-OVERTIME	$429,202	$452,472	$371,948	$408,325	$412,144
6009 WAGES-OTHER	$165,358	$165,981	$0	$102,804	$177,196
6011 VACATION PAY	$190,114	$196,295	$206,850	$158,024	$216,375
6012 SICK PAY	$99,144	$158,791	$168,658	$144,748	$147,663
6013 EMERGENCY PAY	$6,075	$3,670	$0	$1,836	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$26,028
6019 MISCELLANEOUS PAY	$29,835	$30,175	$26,595	$25,830	$26,645
6021 FICA-MED/SS	$286,194	$281,336	$325,734	$311,311	$341,619
6022 TMRS-EMPLOYER	$529,061	$519,392	$573,495	$557,868	$602,342
6024 HEALTH INSURANCE	$0	$0	$0	$0	$0
6025 WORKER COMPENSATION INS.	$58,311	$59,424	$58,626	$56,466	$56,135
PERSONNEL SERVICES	**$4,755,585**	**$4,836,410**	**$5,190,239**	**$5,049,579**	**$5,441,580**
6101 OFFICE AND COMPUTER SUPPLIES	$11,935	$19,066	$15,000	$15,000	$15,000
6102 EDUCATIONAL SUPPLIES	$3,659	$408	$1,500	$1,500	$1,500
6104 JANITORIAL SUPPLIES	$311	$310	$500	$500	$500
6105 FOOD SUPPLIES	$6,530	$6,488	$6,500	$6,500	$6,500
6106 MATERIALS AND PARTS	$61,346	$57,103	$60,000	$60,000	$60,000
6107 CLOTHING AND UNIFORMS	$57,358	$44,690	$40,000	$45,000	$40,000
6108 FUEL, OIL AND LUBRICANTS	$80,347	$98,008	$95,000	$80,000	$90,000
6109 POSTAGE	$517	$519	$2,000	$2,000	$2,000
6119 OTHER SUPPLIES	$3,312	$861	$1,500	$0	$0
SUPPLIES	**$225,315**	**$227,452**	**$222,000**	**$210,500**	**$215,500**
6201 OFFICE EQUIPMENT MAINTENANCE	$363	$870	$1,500	$1,500	$1,500
6203 RADIO EQUIPMENT MAINTENANCE	$0	$2,406	$0	$0	$0
6204 OTHER EQUIPMENT MAINTENANCE	$8,221	$17,595	$10,000	$10,000	$10,000
6205 VEHICLE MAINTENANCE	$70,357	$115,724	$55,000	$75,000	$75,000
6206 BUILDING MAINTENANCE	$0	$18,185	$30,000	$4,000	$0
REPAIRS AND MAINTENANCE	**$78,941**	**$154,778**	**$96,500**	**$90,500**	**$86,500**
6304 PROFESSIONAL SERVICES,OTHER	$25,292	$22,883	$12,000	$14,000	$14,000
6312 COMMUNICATION SERVICES	$83,924	$89,051	$70,000	$75,000	$60,000
6316 PRINTING AND BINDING	$0	$426	$500	$0	$0
6318 ANIMAL CONTROL-HARRIS COUNTY	$22,000	$26,000	$30,000	$24,000	$24,000
6320 SOFTWARE SERVICE	$0	$845	$0	$0	$25,400
6324 JAIL SERVICE EXPENSE	$2,994	$5,940	$10,000	$5,000	$10,000
6325 BUY MONEY	$2,500	$2,000	$4,000	$2,000	$5,000
6328 BIKE PATROL	$1,050	$0	$3,000	$3,000	$3,000
6329 OTHER SERVICES	$850	$3,659	$2,500	$2,500	$2,500
6332 TRAVEL AND MEALS	$33,800	$44,778	$20,000	$25,000	$20,000

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	POLICE DEPARTMENT	100-121 -POLICE DEPARTMENT

DETAILS

LINE ITEMS	2018 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6333 DUES AND SUBSCRIPTIONS	$3,944	$4,320	$7,000	$5,000	$5,000
6336 EQUIPMENT RENTALS	$524	$492	$420	$400	$400
6337 TRAINING	$38,058	$41,888	$40,000	$40,000	$40,000
SERVICES AND CHARGES	**$214,936**	**$242,280**	**$199,420**	**$195,900**	**$209,300**
6402 COMPUTER EQUIPMENT	$0	$1,305	$0	$0	$0
6404 RADIO EQUIPMENT	$0	$0	$0	$25,000	$25,000
CAPITAL OUTLAY	**$0**	**$1,305**	**$0**	**$25,000**	**$25,000**
6998 TRANSFER TO FLEET REPLACEMENT	$104,812	$139,500	$0	$0	$0
TRANSFERS	**$104,812**	**$139,500**	**$0**	**$0**	**$0**
TOTAL-POLICE DEPARTMENT	**$5,379,589**	**$5,601,730**	**$5,708,159**	**$5,571,479**	**$5,977,880**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	MUNICIPAL COURT	100-122 - MUNICIPAL COURT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$55,951	$58,643	$70,152	$70,647	$70,801
6003 WAGES-FULL TIME	$102,967	$115,220	$152,727	$127,432	$136,738
6004 WAGES-PART TIME	$43,405	$36,826	$38,156	$38,154	$41,873
6005 WAGES-OVERTIME	$2,318	$4,786	$8,240	$8,240	$8,240
6009 WAGES-OTHER	$8,634	$9,115	$0	$6,197	$10,842
6011 VACATION PAY	$12,960	$9,035	$13,857	$15,348	$10,588
6012 SICK PAY	$3,968	$2,765	$12,083	$19,814	$9,035
6013 EMERGENCY PAY	$0	$63	$0	$58	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$0
6019 MISCELLANEOUS PAY	$1,860	$2,115	$2,220	$2,220	$840
6021 FICA-MED/SS	$17,329	$17,801	$22,877	$21,721	$22,206
6022 TMRS-EMPLOYER	$25,946	$27,681	$35,644	$34,333	$34,000
6025 WORKER COMPENSATION INS.	$561	$535	$652	$484	$559
PERSONNEL SERVICES	**$275,899**	**$284,584**	**$356,608**	**$344,648**	**$345,722**
6101 OFFICE AND COMPUTER SUPPLIES	$3,387	$3,268	$3,000	$3,500	$3,500
6102 EDUCATIONAL SUPPLIES	$556	$461	$400	$400	$400
6107 CLOTHING AND UNIFORMS	$0	$480	$500	$500	$500
SUPPLIES	**$3,943**	**$4,209**	**$3,900**	**$4,400**	**$4,400**
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$0**	**$0**
6303 PROFESSIONAL SERVICES,LEGAL	$59,500	$59,720	$70,000	$60,000	$60,000
6312 COMMUNICATION SERVICES	$0	$320	$768	$800	$900
6316 PRINTING AND BINDING	$1,316	$785	$1,600	$1,500	$2,000
6329 OTHER SERVICES	$396	$181	$2,080	$1,500	$1,500
6332 TRAVEL AND MEALS	$2,154	$3,271	$5,000	$4,000	$5,000
6333 DUES AND SUBSCRIPTIONS	$1,602	$1,270	$1,100	$1,100	$1,300
6337 TRAINING	$2,257	$3,107	$5,850	$5,000	$5,500
SERVICES AND CHARGES	**$67,225**	**$68,654**	**$86,398**	**$73,900**	**$76,200**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL-MUNICIPAL COURT	**$347,067**	**$357,447**	**$446,906**	**$422,948**	**$426,322**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	COMMUNITY CENTER	100-131 - COMMUNITY CTR

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$43,832	$48,020	$45,525	$46,308	$46,710
6003 WAGES-FULL TIME	$31,435	$29,848	$34,758	$30,420	$29,721
6004 WAGES-PART TIME	$18,781	$17,407	$25,473	$23,969	$27,005
6005 WAGES-OVERTIME	$1,036	$1,192	$1,545	$3,161	$2,060
6009 WAGES-OTHER	$4,226	$3,683	$0	$2,815	$4,078
6011 VACATION PAY	$4,447	$4,086	$5,928	$7,624	$5,749
6012 SICK PAY	$1,443	$3,549	$4,223	$11,634	$3,398
6013 EMERGENCY PAY	$427	$202	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$838
6019 MISCELLANEOUS PAY	$980	$1,100	$1,220	$1,220	$435
6021 FICA-MED/SS	$7,669	$7,483	$9,127	$9,536	$9,267
6022 TMRS-EMPLOYER	$12,115	$11,918	$12,820	$14,219	$12,885
6025 WORKER COMPENSATION INS.	$301	$318	$355	$264	$300
PERSONNEL SERVICES	**$126,692**	**$128,806**	**$140,974**	**$151,170**	**$142,446**
6101 OFFICE AND COMPUTER SUPPLIES	$432	$699	$1,000	$1,000	$1,000
6104 JANITORIAL SUPPLIES	$172	$190	$500	$500	$500
6105 FOOD SUPPLIES	$6,332	$7,092	$6,750	$6,750	$8,000
6108 FUEL,OIL AND LUBRICANTS	$187	$147	$500	$0	$0
6119 OTHER SUPPLIES	$3,769	$8,709	$6,500	$6,500	$8,000
6130 FURNITURE <$20,000	$1,028	$525	$1,500	$3,000	$1,500
SUPPLIES	**$11,920**	**$17,362**	**$16,750**	**$17,750**	**$19,000**
6204 OTHER EQUIPMENT MAINTENANCE	$0	$0	$400	$400	$400
6205 VEHICLE MAINTENANCE	$1,041	$126	$400	$0	$0
6206 BUILDING MAINTENANCE	$0	$4,800	$0	$0	$0
REPAIRS AND MAINTENANCE	**$1,041**	**$4,926**	**$800**	**$400**	**$400**
6329 OTHER SERVICES	$585	$990	$1,750	$1,500	$1,750
6332 TRAVEL AND MEALS	$2,984	$2,036	$3,650	$2,500	$4,000
6335 ADVERTISING COST	$3,763	$2,890	$3,500	$3,500	$3,500
6362 PERMITS AND LICENSES	$61	$138	$200	$200	$200
SERVICES AND CHARGES	**$7,393**	**$6,053**	**$9,100**	**$7,700**	**$9,450**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL-COMMUNITY CENTER	**$147,046**	**$157,148**	**$167,624**	**$177,020**	**$171,296**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	FIRE DEPARTMENT	100-142 - FIRE DEPARTMENT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$230,717	$292,254	$261,469	$260,239	$257,763
6003 WAGES - FULL TIME	$784,084	$689,517	$1,018,889	$951,535	$1,070,077
6004 WAGES - PART TIME	$364,976	$262,517	$119,348	$142,813	$208,639
6005 WAGES - OVERTIME	$257,524	$162,035	$184,957	$209,213	$188,330
6009 WAGES - OTHER	$50,908	$55,919	$0	$32,479	$74,766
6010 FIRE RUN PAYMENTS	$46,200	$32,600	$29,200	$30,000	$29,200
6011 VACATION PAY	$35,821	$50,217	$69,977	$71,783	$76,822
6012 SICK PAY	$21,168	$31,313	$66,909	$47,838	$62,305
6013 EMERGENCY PAY	$134	$0	$0	$1,602	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$12,611
6019 MISCELLANEOUS PAY	$4,305	$5,545	$4,835	$4,835	$6,485
6020 VOLUNTEERS' STATE RETIREMENT	$0	$0	$5,000	$5,000	$5,000
6021 SOCIAL SECURITY AND MEDICARE TAX	$133,724	$114,344	$134,936	$130,783	$152,802
6022 TMRS-RETIREMENT-EMPLOYER	$186,117	$166,077	$219,159	$219,480	$239,020
6024 HEALTH INSURANCE	$0	$0	$0	$0	$0
6025 WORKER COMPENSATION INS.	$20,227	$21,822	$19,567	$26,652	$26,850
6030 EMPLOYEE TUITION REIMBURSEMENT	$2,558	$1,782	$8,000	$8,000	$8,000
PERSONNEL SERVICES	**$2,138,463**	**$1,885,942**	**$2,142,246**	**$2,142,252**	**$2,418,670**
6101 OFFICE AND COMPUTER SUPPLIES	$8,111	$8,893	$6,250	$7,350	$7,350
6102 EDUCATIONAL SUPPLIES	$12,054	$9,939	$10,600	$10,450	$15,800
6104 JANITORIAL SUPPLIES	$5,677	$17,960	$5,750	$6,900	$6,900
6105 FOOD SUPPLIES	$7,584	$6,626	$13,550	$12,850	$12,850
6106 MATERIALS AND PARTS	$1,765	$2,159	$7,300	$6,100	$6,100
6107 CLOTHING AND UNIFORMS	$88,118	$115,000	$107,350	$123,100	$95,800
6108 FUEL, OIL AND LUBRICANTS	$32,578	$38,582	$39,750	$39,750	$39,750
6109 POSTAGE	$78	$97	$135	$135	$135
6110 CHEMICAL SUPPLIES	$3,421	$3,351	$12,720	$10,980	$11,250
6119 OTHER SUPPLIES	$73,216	$46,428	$14,550	$13,900	$8,900
6130 FURNITURE <$20,000	$600	$2,747	$4,000	$4,600	$4,000
6141 SCBA PARTS AND SUPPLIES	$40,971	$47,771	$25,100	$25,000	$15,000
6142 COMMUNICATION PARTS AND SUPPLIES	$27,156	$25,334	$39,000	$35,500	$34,500
6143 FF TOOL PARTS AND SUPPLIES	$18,129	$15,885	$34,000	$30,000	$26,500
SUPPLIES	**$319,458**	**$340,774**	**$320,055**	**$326,615**	**$284,835**
6201 OFFICE EQUIPMENT MAINTENANCE	$96	$0	$1,100	$1,100	$1,400
6204 OTHER EQUIPMENT MAINTENANCE	$5,746	$3,578	$7,500	$6,500	$6,600
6205 VEHICLE MAINTENANCE	$145,802	$180,896	$113,500	$178,272	$111,000
6206 BUILDING MAINTENANCE	$3,759	$6	$0	$0	$50,000
6219 OTHER MAINTENANCE	$18,379	$23,997	$16,500	$18,000	$18,000
6241 SCBA MAINT AND TESTING	$9,425	$10,046	$15,900	$13,500	$14,000

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	FIRE DEPARTMENT	100-142 - FIRE DEPARTMENT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6242 COMMUNICATION MAINTENANCE	$1,340	$14,749	$13,950	$13,200	$11,950
6243 FIREFIGHTING TOOL MAINTENANCE	$9,437	$12,888	$14,000	$13,000	$16,000
REPAIRS AND MAINTENANCE	**$193,984**	**$246,160**	**$182,450**	**$243,572**	**$228,950**
6304 PROFESSIONAL SERVICES-OTHER	$36,504	$17,299	$38,400	$29,000	$34,600
6312 COMMUNICATION SERVICES	$40,257	$37,755	$29,000	$30,000	$30,000
6316 PRINTING AND BINDING	$1,945	$648	$3,000	$2,500	$3,000
6329 OTHER SERVICES	$4,552	$3,578	$4,200	$6,700	$6,700
6332 TRAVEL AND MEALS	$23,805	$9,858	$17,700	$15,650	$20,200
6333 DUES AND SUBSCRIPTIONS	$10,756	$8,226	$9,000	$9,000	$9,000
6335 ADVERTISING COST	$2,475	$2,694	$2,500	$2,200	$2,500
6336 EQUIPMENT RENTALS	$3,192	$1,254	$1,600	$500	$500
6337 TRAINING	$33,256	$31,716	$38,060	$37,500	$35,300
6343 FIREFIGHTING TOOL RENTALS	$0	$0	$1,500	$1,500	$1,500
6350 CHILD SAFETY EDUCATION	$4,806	$2,580	$3,900	$3,750	$7,300
6398 BANQUETS, DEDICATIONS AND RECEPT	$5,065	$5,415	$6,350	$8,000	$6,000
SERVICES AND CHARGES	**$171,982**	**$122,244**	**$155,210**	**$146,300**	**$156,600**
6405 VEHICLE EQUIPMENT	$35,953	$46	$27,000	$27,414	$0
CAPITAL OUTLAY	**$35,953**	**$46**	**$27,000**	**$27,414**	**$0**
6998 TRANSFER TO FLEET REPLACEMENT	$37,000	$0	$0	$0	$0
TRANSFERS	**$37,000**	**$0**	**$0**	**$0**	**$0**
DEBT	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL-FIRE DEPARTMENT	**$2,896,840**	**$2,595,167**	**$2,826,961**	**$2,886,153**	**$3,089,055**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	EMERGENCY MANAGEMENT	100-143 EMERGENCY

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6101 OFFICE AND COMPUTER SUPPLIES	$0	$64	$0	$250	$250
6102 EDUCATIONAL SUPPLIES	$0	$0	$750	$750	$750
6105 FOOD SUPPLIES	$923	$388	$300	$300	$300
6107 CLOTHING AND UNIFORMS	$0	$1,584	$1,800	$900	$900
6119 OTHER SUPPLIES	$187	$223	$0	$0	$0
SUPPLIES	**$1,110**	**$2,258**	**$2,850**	**$2,200**	**$2,200**
6203 RADIO EQUIPMENT MAINTENANCE	$0	$0	$0	$250	$250
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$250**	**$250**
6304 PROF.SERV.-OTHER	$0	$79	$0	$700	$200
6312 COMMUNICATION SERVICES	$4,355	$4,542	$4,700	$4,800	$4,800
6316 PRINTING AND BINDING	$480	$0	$0	$0	$0
6320 COMPUTER SOFTWARE SERV.	$0	$0	$0	$1,100	$1,500
6332 TRAVEL AND MEALS	$1,130	$0	$1,500	$1,500	$1,500
6333 DUES AND SUBSCRIPTIONS	$240	$994	$600	$600	$600
6335 ADVERTISING COST	$0	$1,685	$1,500	$0	$0
6337 TRAINING	$675	$855	$1,200	$1,200	$1,200
6345 KTTF EXPENSES	$10,391	$9,156	$15,000	$14,940	$7,000
SERVICES AND CHARGES	**$17,271**	**$17,311**	**$24,500**	**$24,840**	**$16,800**
TOTAL EMERGENCY MANAGEMENT	**$18,381**	**$19,570**	**$27,350**	**$27,290**	**$19,250**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	ESD#15 STATION 5	100-145 - ESD#15 STATION 5

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$147,023	$243,480	$328,787	$392,611	$461,008
6004 WAGES-PART TIME	$0	$160,440	$155,490	$150,490	$79,802
6005 WAGES-OVERTIME	$52,620	$75,370	$65,345	$97,335	$95,041
6009 WAGES-OTHER	$6,160	$8,906	$0	$8,273	$26,371
6010 FIRE RUN PAYMENTS	$0	$15,880	$14,600	$20,000	$14,600
6011 VACATION PAY	$3,389	$12,442	$16,796	$21,877	$24,102
6012 SICK PAY	$968	$3,953	$16,093	$15,340	$21,976
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$2,844
6019 MISCELLANEOUS PAY	$0	$0	$1,265	$1,145	$1,655
6021 FICA-S.S. AND MEDICARE TAXES	$15,685	$37,406	$44,688	$52,884	$54,577
6022 TMRS-EMPLOYER	$28,820	$40,491	$57,816	$72,370	$85,943
6025 WORKER COMPENSATION INS.	$2,150	$4,646	$6,864	$116	$12,150
6030 EMPLOYEE TUITION REIMBURSE	$0	$0	$4,000	$4,000	$4,000
PERSONNEL SERVICES	**$256,815**	**$603,014**	**$711,744**	**$836,441**	**$884,069**
6101 OFFICE AND COMPUTER SUPPLIES	$1,447	$246	$750	$1,200	$1,200
6104 JANITORIAL AND CLEANING SUPPLY	$3,159	$3,824	$3,000	$5,000	$5,000
6105 FOOD SUPPLIES	$1,277	$1,604	$1,800	$1,800	$1,800
6106 MATERIALS AND PARTS	$0	$0	$2,000	$1,000	$2,000
6107 CLOTHING AND UNIFORMS	$2,655	$3,220	$53,740	$22,950	$22,800
6108 FUEL, OIL AND LUBRICANTS	$0	$44	$0	$0	$0
6119 OTHER SUPPLIES	$1,315	$939	$1,000	$1,500	$1,500
6130 FURNITURE<$20,000	$901	$0	$250	$250	$250
SUPPLIES	**$10,754**	**$9,877**	**$66,240**	**$35,450**	**$37,800**
6204 OTHER EQUIPMENT MAINT.	$0	$0	$600	$600	$600
6205 VEHICLE MAINTENANCE	$0	$27	$0	$0	$0
6206 BUILDING MAINTENANCE	$8,186	$19,942	$8,195	$8,535	$8,535
6219 OTHER MAINTENANCE	$0	$190	$0	$0	$0
6242 COMMUNICATION MAINTENANCE	$0	$0	$300	$300	$300
REPAIRS AND MAINTENANCE	**$8,186**	**$20,159**	**$9,095**	**$9,435**	**$9,435**
6304 PROF.SERV.-OTHER	$900	$0	$3,200	$2,000	$2,800
6312 COMMUNICATION SERVICES	$2,559	$1,935	$3,360	$2,860	$2,860
6313 UTILITIES	$20,122	$19,501	$26,125	$26,500	$26,500
6316 PRINTING AND BINDING	$0	$0	$333	$333	$333
6329 OTHER SERVICES	$0	$240	$0	$0	$0
6332 TRAVEL AND MEALS	$1,432	$0	$5,800	$600	$7,500
6333 DUES AND SUBSCRIPTIONS	$0	$0	$1,700	$800	$1,000
6337 TRAINING	$1,225	$807	$9,700	$6,200	$9,450
SERVICES AND CHARGES	**$26,238**	**$22,484**	**$50,218**	**$39,293**	**$50,443**
TOTAL GENERAL-ESD#15 STATION 5	**$301,993**	**$655,533**	**$837,297**	**$920,619**	**$981,747**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	PUBLIC WORKS ADM.	100-151-PUBLIC WORKS ADM.

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$34,910	$31,322	$33,777	$33,185	$34,362
6005 WAGES-OVERTIME	$342	$622	$1,030	$1,034	$1,030
6009 WAGES-OTHER	$1,560	$1,910	$0	$827	$1,809
6011 VACATION PAY	$1,823	$743	$1,407	$1,624	$1,507
6012 SICK PAY	$1,387	$814	$1,407	$845	$1,507
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$602
6019 MISCELLANEOUS PAY	$0	$75	$135	$135	$195
6021 FICA-MED/SS	$3,036	$2,591	$2,890	$2,881	$3,139
6022 TMRS-EMPLOYER	$5,479	$4,622	$5,161	$5,146	$5,616
6025 WORKER COMPENSATION INS.	$100	$106	$118	$88	$100
6030 EMPLOYEE TUITION REIMBURSEMENT	$0	$0	$0	$2,000	$4,000
PERSONNEL SERVICES	**$48,637**	**$42,805**	**$45,925**	**$47,765**	**$53,867**
6101 OFFICE AND COMPUTER SUPPLIES	$1,012	$1,095	$1,200	$1,200	$1,200
6102 EDUCATIONAL SUPPLIES	$124	$454	$400	$400	$400
6105 FOOD SUPPLIES	$2,801	$3,950	$3,000	$3,100	$3,200
6107 CLOTHING AND UNIFORMS	$275	$292	$300	$300	$300
6108 FUEL, OIL AND LUBRICANTS	$3,623	$3,960	$1,500	$1,500	$2,000
6109 POSTAGE		$0	$0	$0	$0
6119 OTHER SUPPLIES	$252	$263	$250	$250	$250
SUPPLIES	**$8,087**	**$10,015**	**$6,650**	**$6,750**	**$7,350**
6205 VEHICLE MAINTENANCE	$238	$1,131	$1,000	$1,000	$1,000
6206 BUILDING MAINTENANCE	$0	$305	$0	$0	$0
REPAIRS AND MAINTENANCE	**$238**	**$1,436**	**$1,000**	**$1,000**	**$1,000**
6312 COMMUNICATION SERVICES	$361	$527	$500	$300	$300
6329 OTHER SERVICES	$0	$535	$0	$0	$0
6332 TRAVEL AND MEALS	$0	$303	$300	$1,000	$1,500
6335 ADVERTISING COST	$0	$0	$0	$550	$0
6337 TRAINING	$0	$0	$3,000	$4,000	$5,000
SERVICES AND CHARGES	**$361**	**$1,366**	**$3,800**	**$5,850**	**$6,800**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL-PUBLIC WORKS ADM.	**$57,323**	**$55,620**	**$57,375**	**$61,365**	**$69,017**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	GARAGE	100-152 - GARAGE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$86,616	$69,181	$84,812	$82,339	$83,634
6005 WAGES-OVERTIME	$7,699	$9,890	$8,240	$10,000	$10,300
6009 WAGES-OTHER	$4,498	$3,154	$0	$2,282	$4,451
6011 VACATION PAY	$4,968	$3,991	$5,354	$6,216	$5,563
6012 SICK PAY	$2,897	$856	$4,997	$3,469	$3,709
6013 EMERGENCY PAY	$526	$0	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$816
6019 MISCELLANEOUS PAY	$965	$490	$880	$880	$1,000
6021 FICA-MED/SS	$7,883	$6,138	$8,045	$7,955	$8,452
6022 TMRS-EMPLOYER	$14,926	$11,478	$14,366	$14,487	$15,123
6025 WORKER COMPENSATION INS.	$1,994	$1,986	$2,000	$1,702	$1,800
PERSONNEL SERVICES	**$132,972**	**$107,164**	**$128,694**	**$129,330**	**$134,848**
6101 OFFICE AND COMPUTER SUPPLIES	$243	$56	$50	$50	$50
6106 MATERIALS AND PARTS	$976	$2,504	$4,000	$4,000	$4,000
6107 CLOTHING AND UNIFORMS	$1,096	$1,213	$1,130	$1,300	$1,475
6108 FUEL, OIL AND LUBRICANTS	$780	$1,115	$1,100	$1,650	$1,650
6119 OTHER SUPPLIES	$1,393	$1,522	$5,000	$4,500	$4,000
SUPPLIES	**$4,488**	**$6,410**	**$11,280**	**$11,500**	**$11,175**
6204 OTHER EQUIPMENT MAINTENANCE	$0	$58	$300	$300	$300
6205 VEHICLE MAINTENANCE	$33	$902	$500	$500	$500
6206 BUILDING MAINTENANCE	$169	$0	$10,000	$10,000	$0
6207 SYSTEM MAINTENANCE	$497	$5,372	$4,000	$4,000	$4,000
REPAIRS AND MAINTENANCE	**$699**	**$6,332**	**$14,800**	**$14,800**	**$4,800**
6312 COMMUNICATION SERVICES	$721	$1,373	$800	$1,300	$1,300
6329 OTHER SERVICES	$0	$6,600	$6,000	$0	$0
6332 TRAVEL AND MEALS	$0	$40	$0	$0	$0
6333 DUES AND SUBSCRIPTIONS	$1,728	$1,728	$2,000	$2,000	$2,000
6336 EQUIPMENT RENTALS	$473	$514	$500	$600	$600
6337 TRAINING	$180	$498	$1,200	$1,200	$1,200
6362 PERMITS AND LICENSES	$0	$61	$200	$100	$200
SERVICES AND CHARGES	**$3,102**	**$10,813**	**$10,700**	**$5,200**	**$5,300**
6405 VEHICLE EQUIPMENT	$0	$0	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL GENERAL-GARAGE	**$141,261**	**$130,720**	**$165,474**	**$160,830**	**$156,123**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	PARKS	100-153 - PARKS

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$145,283	$177,027	$211,884	$197,859	$207,016
6004 WAGES-PART TIME	$36,756	$39,637	$48,707	$55,931	$50,489
6005 WAGES-OVERTIME	$13,969	$13,968	$13,390	$14,000	$13,390
6009 WAGES-OTHER	$8,375	$10,887	$0	$6,075	$12,118
6011 VACATION PAY	$6,802	$10,969	$11,770	$10,875	$11,051
6012 SICK PAY	$4,355	$6,494	$9,371	$8,840	$9,146
6013 EMERGENCY PAY	$0	$847	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$0
6019 MISCELLANEOUS PAY	$1,595	$2,430	$2,325	$2,155	$1,225
6021 FICA-MED/SS	$16,022	$18,620	$22,926	$22,484	$23,461
6022 TMRS-EMPLOYER	$24,775	$28,933	$34,290	$33,021	$35,066
6025 WORKER COMPENSATION INS.	$2,666	$3,169	$3,200	$3,257	$3,350
PERSONNEL SERVICES	**$260,598**	**$312,981**	**$357,863**	**$354,497**	**$366,312**
6106 MATERIALS AND PARTS	$17,148	$20,051	$30,000	$30,000	$30,000
6107 CLOTHING AND UNIFORMS	$2,571	$4,429	$3,750	$3,950	$4,550
6108 FUEL, OIL AND LUBRICANTS	$9,132	$9,631	$10,000	$10,000	$12,000
6110 CHEMICAL SUPPLIES	$5,365	$4,989	$6,000	$6,000	$6,000
6119 OTHER SUPPLIES	$9,929	$35,104	$17,000	$17,000	$17,000
SUPPLIES	**$44,145**	**$74,205**	**$66,750**	**$66,950**	**$69,550**
6204 OTHER EQUIPMENT MAINTENANCE	$4,581	$6,462	$5,000	$6,700	$7,000
6205 VEHICLE MAINTENANCE	$1,411	$2,411	$3,100	$1,500	$2,000
6206 BUILDING MAINTENANCE	$0	$0	$15,000	$8,800	$0
6207 SYSTEM MAINTENANCE	$56,751	$66,958	$109,000	$112,400	$247,000
6219 OTHER MAINTENANCE	$0	$0	$0	$0	$16,000
REPAIRS AND MAINTENANCE	**$62,743**	**$75,830**	**$132,100**	**$129,400**	**$272,000**
6304 PROFESSIONAL SERVICES,OTHER	$555	$506	$0	$0	$0
6312 COMMUNICATION SERVICES	$2,497	$3,004	$2,700	$2,700	$2,700
6321 SYSTEM CONTRACT SERVICES	$10,249	$7,985	$10,000	$10,000	$10,000
6329 OTHER SERVICES	$456	$656	$500	$500	$0
6332 TRAVEL AND MEALS	$200	$69	$500	$500	$500
6336 EQUIPMENT RENTALS	$2,340	$3,507	$5,500	$5,500	$5,500
6337 TRAINING	$445	$395	$1,000	$1,000	$1,000
6362 PERMITS AND LICENSES	$0	$0	$0	$100	$100
SERVICES AND CHARGES	**$16,742**	**$16,123**	**$20,200**	**$20,300**	**$19,800**
6403 MACHINERY AND EQUIPMENT	$0	$41,972	$0	$0	$0
6406 LAND AND BUILDINGS	$0	$0	$0	$0	$0
6409 SYSTEM EXPANSION	$3,750	$0	$85,000	$85,000	$25,000
6412 JUERGENS PARK	$0	$4,447	$0	$0	$0
CAPITAL OUTLAY	**$3,750**	**$46,419**	**$85,000**	**$85,000**	**$25,000**
6999 TRANSFER TO CAPITAL PROJ. FUND	$480,000	$580,000	$450,000	$350,000	$370,000
TRANSFERS	**$480,000**	**$580,000**	**$450,000**	**$350,000**	**$370,000**
TOTAL GENERAL-PARKS	**$867,978**	**$1,105,557**	**$1,111,913**	**$1,006,147**	**$1,122,662**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	STREETS	100-154 - STREETS

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$62,091	$82,258	$66,976	$70,182	$61,801
6003 WAGES-FULL TIME	$196,747	$221,909	$274,289	$257,782	$277,010
6004 WAGES-PART TIME	$2,264	$2,865	$5,150	$10,000	$5,150
6005 WAGES-OVERTIME	$18,933	$14,491	$26,265	$26,265	$26,265
6009 WAGES-OTHER	$15,052	$17,805	$0	$10,373	$19,670
6011 VACATION PAY	$18,901	$19,337	$20,903	$18,441	$21,734
6012 SICK PAY	$18,702	$9,856	$16,394	$14,377	$15,110
6013 EMERGENCY PAY	$1,647	$0	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$1,123
6019 MISCELLANEOUS PAY	$3,150	$2,715	$2,900	$2,900	$3,125
6021 FICA-MED/SS	$25,467	$25,802	$31,785	$31,061	$33,155
6022 TMRS-EMPLOYER	$46,635	$47,220	$56,062	$55,048	$58,616
6025 WORKER COMPENSATION INS.	$13,956	$16,587	$16,900	$14,194	$14,850
PERSONNEL SERVICES	**$423,545**	**$460,845**	**$517,624**	**$510,623**	**$537,609**
6101 OFFICE AND COMPUTER SUPPLIES	$148	$314	$250	$300	$300
6106 MATERIALS AND PARTS	$34,959	$27,282	$55,500	$55,500	$55,500
6107 CLOTHING AND UNIFORMS	$4,172	$5,610	$7,050	$7,150	$6,950
6108 FUEL, OIL AND LUBRICANTS	$15,308	$22,679	$20,000	$25,300	$25,300
6119 OTHER SUPPLIES	$5,860	$9,561	$20,000	$20,000	$20,000
SUPPLIES	**$60,447**	**$65,446**	**$102,800**	**$108,250**	**$108,050**
6204 OTHER EQUIPMENT MAINTENANCE	$13,064	$35,576	$15,000	$20,000	$20,000
6205 VEHICLE MAINTENANCE	$3,426	$5,877	$5,000	$5,000	$5,000
6207 SYSTEM MAINTENANCE	$235,469	$215,185	$358,000	$370,000	$350,000
REPAIRS AND MAINTENANCE	**$251,959**	**$256,638**	**$378,000**	**$395,000**	**$375,000**
6302 PROFESSIONAL SERVICES,ENGINEER	$0	$7,925	$10,000	$8,000	$5,000
6304 PROFESSIONAL SERVICES,OTHER	$13,261	$6,169	$14,000	$15,500	$15,500
6312 COMMUNICATION SERVICES	$2,723	$2,833	$2,800	$2,800	$2,800
6319 MOSQUITO CONTROL	$13,038	$12,529	$15,000	$15,000	$15,000
6329 OTHER SERVICES	$11,048	$13,302	$10,000	$6,000	$10,000
6332 TRAVEL AND MEALS	$0	$89	$0	$0	$0
6336 EQUIPMENT RENTALS	$0	$0	$1,500	$1,500	$1,500
6337 TRAINING	$502	$395	$400	$400	$400
6338 STREET LIGHTS	$107,256	$123,692	$110,000	$110,000	$115,000
6361 STUDIES AND ANALYSIS	$0	$0	$0	$0	$50,000
6362 PERMITS AND LICENSES	$200	$200	$325	$325	$500
SERVICES AND CHARGES	**$148,028**	**$167,134**	**$164,025**	**$159,525**	**$215,700**
6403 MACHINERY AND EQUIPMENT	$0	$0	$16,000	$0	$0
6409 SYSTEM EXPANSION	$0	$33,192	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$33,192**	**$16,000**	**$0**	**$0**
6998 TRANSFER TO FLEET REPLACEMENT	$0	$105,000	$0	$0	$0
6999 TRANSFER TO CAPITAL PROJ. FUND	$1,500,000	$910,000	$963,000	$606,500	$220,000
TRANSFERS	**$1,500,000**	**$1,015,000**	**$963,000**	**$606,500**	**$220,000**
TOTAL-STREETS	**$2,383,979**	**$1,998,255**	**$2,141,449**	**$1,779,898**	**$1,456,359**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	SANITATION	100-155 SANITATION

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6119 OTHER SUPPLIES	$39,760	$40,880	$42,000	$42,000	$42,000
SUPPLIES	**$39,760**	**$40,880**	**$42,000**	**$42,000**	**$42,000**
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$0**	**$0**
6304 PROFESSIONAL SERVICES-OTHER	$155,201	$82,619	$150,000	$115,000	$60,000
6312 COMMUNICATION SERVICES		$0	$0	$0	$0
6327 GARBAGE SERVICES	$1,777,932	$1,456,738	$2,032,472	$2,032,472	$2,200,000
6329 OTHER SERVICES	$2,270	$1,404	$3,000	$400	$3,000
6362 PERMITS AND LICENSES	$200	$200	$300	$300	$300
SERVICES AND CHARGES	**$1,935,603**	**$1,540,962**	**$2,185,772**	**$2,148,172**	**$2,263,300**
6409 SYSTEM EXPANSION	$0	$13,438	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$13,438**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL SANITATION	**$1,975,363**	**$1,586,442**	**$2,227,772**	**$2,190,172**	**$2,305,300**

FUND	CITY OF TOMBALL DEPARTMENT	DIVISION
GENERAL FUND	ENGINEERING AND PLANNING	100-156 ENGINEERING & PLANNING

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$239,230	$271,335	$309,973	$255,959	$240,007
6003 WAGES-FULL TIME	$34,903	$34,392	$38,128	$42,702	$80,484
6004 WAGES-PART TIME		$0	$0	$0	$0
6005 WAGES-OVERTIME	$1,473	$1,012	$773	$4,000	$3,348
6009 WAGES-OTHER	$13,687	$14,541	$0	$9,136	$17,064
6011 VACATION PAY	$8,790	$15,385	$16,848	$12,265	$17,939
6012 SICK PAY	$4,273	$5,435	$17,466	$11,476	$14,220
6013 EMERGENCY PAY	$0	$481	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$4,276
6019 MISCELLANEOUS PAY	$480	$765	$870	$870	$1,170
6021 FICA-S.S. AND MEDICARE TAXES	$22,747	$25,005	$30,026	$26,082	$29,652
6022 TMRS-EMPLOYER	$42,580	$46,212	$53,625	$47,119	$53,054
6025 WORKER COMPENSATION INS.	$1,058	$898	$987	$831	$1,300
PERSONNEL SERVICES	**$369,221**	**$415,461**	**$468,696**	**$410,440**	**$462,514**
6101 OFFICE AND COMPUTER SUPPLIES	$5,893	$2,261	$7,500	$7,000	$7,000
6105 FOOD SUPPLIES	$282	$976	$500	$1,000	$1,000
6107 CLOTHING AND UNIFORMS	$39	$248	$300	$400	$500
6108 FUEL, OIL AND LUBRICANTS	$0	$0	$0	$1,500	$1,500
6109 POSTAGE	$4,665	$3,679	$6,000	$5,000	$6,000
SUPPLIES	**$10,879**	**$7,163**	**$14,300**	**$14,900**	**$16,000**
6205 VEHICLE MAINTENANCE	0	$0	$0	$1,000	$1,000
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$1,000**	**$1,000**
6302 PROF.SERV.-ENGINEERING	$80,750	$36,180	$90,000	$60,000	$80,000
6304 PROF.SERV.-OTHER	$1,700	$80,071	$40,000	$56,000	$0
6312 COMMUNICATION SERVICES	$2,240	$2,981	$3,100	$3,100	$3,600
6316 PRINTING AND BINDING	$78	$38	$500	$96	$0
6332 TRAVEL AND MEALS	$6,943	$6,324	$10,500	$11,000	$11,000
6333 DUES AND SUBSCRIPTIONS	$365	$1,186	$1,000	$1,500	$1,500
6334 AUTOMOBILE ALLOWANCES	$4,800	$4,800	$4,800	$4,800	$4,800
6335 ADVERTISING COST	$4,585	$2,672	$5,000	$5,000	$5,000
6337 TRAINING	$4,929	$5,110	$7,000	$7,000	$7,000
6362 PERMITS AND LICENSES	$180	$320	$600	$200	$200
SERVICES AND CHARGES	**$106,570**	**$139,682**	**$162,500**	**$148,696**	**$113,100**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL ENGINEERING AND PLANNING	**$486,670**	**$562,307**	**$645,496**	**$575,036**	**$592,614**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	FACILITIES MAINTENANCE	100-157 FACILITIES MAINTENANCE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$69,553	$74,058	$83,582	$84,885	$83,095
6005 WAGES-OVERTIME	$3,778	$3,937	$5,150	$5,150	$5,150
6009 WAGES-OTHER	$4,518	$4,018	$0	$2,547	$5,064
6011 VACATION PAY	$7,607	$8,932	$8,191	$5,811	$8,620
6012 SICK PAY	$1,602	$3,913	$4,312	$2,661	$3,822
6013 EMERGENCY PAY	$586	$0	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$1,529
6019 MISCELLANEOUS PAY	$2,170	$2,290	$2,410	$2,410	$2,530
6021 FICA-S.S. AND MEDICARE TAXES	$6,879	$7,051	$8,026	$7,963	$8,520
6022 TMRS-EMPLOYER	$12,519	$12,777	$14,334	$14,315	$15,244
6025 WORKER COMPENSATION INS.	$2,136	$2,131	$2,200	$1,874	$2,000
PERSONNEL SERVICES	**$111,348**	**$119,106**	**$128,205**	**$127,616**	**$135,574**
6101 OFFICE AND COMPUTER SUPPLIES	$290	$0	$0	$0	$0
6104 JANITORIAL AND CLEANING SUPPLY	$9,549	$8,629	$9,500	$9,500	$9,500
6105 FOOD SUPPLIES	$5,810	$4,340	$5,000	$3,000	$3,000
6106 MATERIALS AND PARTS	$314	$285	$500	$500	$500
6107 CLOTHING AND UNIFORMS	$1,195	$1,413	$1,250	$1,250	$1,600
6108 FUEL, OIL AND LUBRICANTS	$1,732	$2,082	$1,700	$1,700	$1,700
6119 OTHER SUPPLIES	$1,091	$16,675	$7,500	$10,268	$1,000
SUPPLIES	**$19,981**	**$33,424**	**$25,450**	**$28,259**	**$19,300**
6205 VEHICLE MAINTENANCE	$665	$44	$200	$700	$500
6206 BUILDING MAINTENANCE	$105,393	$180,245	$128,150	$325,000	$161,500
6219 OTHER MAINTENANCE	$0	$0	$25,000	$25,000	$0
REPAIRS AND MAINTENANCE	**$106,058**	**$180,289**	**$153,350**	**$350,700**	**$162,000**
6304 PROF.SERV.-OTHER	$0	$0	$40,000	$40,000	$0
6311 JANITORIAL SERVICES	$69,973	$69,617	$73,000	$80,000	$85,000
6312 COMMUNICATION SERVICES	$175,193	$186,340	$175,000	$30,000	$35,000
6313 UTILITIES	$151,669	$154,392	$160,000	$160,000	$160,000
6329 OTHER SERVICES	$150	$0	$0	$0	$0
6336 EQUIPMENT RENTALS	$2,507	$2,703	$2,300	$2,300	$2,300
6362 PERMITS AND LICENSES	$61	$0	$61	$100	$100
SERVICES AND CHARGES	**$399,553**	**$413,052**	**$450,361**	**$312,400**	**$282,400**
6999 TRANSFER TO CAPITAL PROJ. FUND	$0	$0	$40,000	$0	$0
TRANSFERS	**$0**	**$0**	**$40,000**	**$0**	**$0**
TOTAL FACILITIES MAINTENANCE	**$636,940**	**$745,872**	**$797,366**	**$818,975**	**$599,274**

200 - General Special Revenue Fund Seizure

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projected	FY 2020 Budget
Revenues:						
Abandoned Vehicles	-	-	-	-	-	-
Seized Funds	2,456	3,310	5,057	97,500	40,000	-
Child Safety	13,877	13,037	13,726	13,000	13,000	-
Interest	519	895	1,649	750	1,500	750
Other	-	-	-	-	-	-
Total	16,852	17,242	20,432	111,250	54,500	750
Expenditures:						
Supplies	17,360	22,740	-	25,000	22,000	-
Services and Charges	36,662	-	2,539	-	-	-
Maintenance	-	-	-	61,000	9,100	-
Total	54,022	22,740	2,539	86,000	31,100	-
Revenues Over (Under) Expenditures	(37,170)	(5,498)	17,893	25,250	23,400	750
Beginning Fund Balance	151,514	114,344	108,846	126,739	126,739	22,378
Ending Fund Balance	114,344	108,846	126,739	151,989	22,378	23,128

Fund Description

The General Special Revenue fund accounts for Police forfeiture funds and Child Safety fees. Forfeiture funds are awards of monies or property by the courts related to cases that involve the Tomball Police Department. According to Chapter 59, Article 6, Paragraph (d) of the Code of Criminal Procedure, "Proceeds awarded under this chapter to a law enforcement agency may be spent by the agency after a budget for the expenditures of the proceeds has been submitted to the governing body of the municipality." Child Safety Fees are received through the Harris County Tax Assessor/Collector. These fees represent a portion of each citation written by the Tomball Police Department. The State of Texas allocates a percentage of each court fee to the Child Safety Program and is remitted back to the municipality to be used for educational material for children, coloring books, pencils, goody bags, etc and are distributed at various community events each year.

CITY OF TOMBALL SPECIAL REVENUE FUND - 200						
	2016	2017	2018	2019	2019	2020
GENERAL SPECIAL FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5785 POLICE SEIZED FUNDS	2,456	3,310	5,057	97,500	40,000	-
5790 CHILD SAFETY FUND	13,877	13,037	13,726	13,000	13,000	-
5800 INTEREST	519	895	1,649	750	1,500	750
TOTAL GENERAL SPECIAL FUND	16,852	17,242	20,432	111,250	54,500	750

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL SPECIAL FUND	POLICE SEIZURE FUNDS	200-221 POLICE SEIZURE FUNDS

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
PERSONNEL SERVICES	**$0**	**$0**	**$0**	**$0**	**$0**
6103 COMPUTER SUPPLIES	$8,140	$0	$0	$0	$0
6106 MATERIALS AND SUPPLIES	$14,600	$0	$10,000	$0	$0
6119 OTHER SUPPLIES	$0	$0	$15,000	$22,000	$0
SUPPLIES	**$22,740**	**$0**	**$25,000**	**$22,000**	**$0**
6201 OFFICE EQUIPMENT MAINTENANCE	$0	$0	$61,000	$9,100	$0
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$61,000**	**$9,100**	**$0**
6320 COMPUTER SOFTWARE SERVICES	$0	$2,539	$0	$0	$0
SERVICES AND CHARGES	**$0**	**$2,539**	**$0**	**$0**	**$0**
6402 COMPUTER EQUIPMENT	$0	$0	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL POLICE SEIZURE FUNDS	**$22,740**	**$2,539**	**$86,000**	**$31,100**	**$0**

220 - Municipal Court Building Security Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Fines and Warrants	12,125	10,723	9,334	11,000	11,000	11,000
Interest	922	1,961	3,369	2,000	3,000	3,000
Total	13,047	12,684	12,703	13,000	14,000	14,000
Expenditures:						
Supplies	-	46,660	5,348	50,000	20,000	50,000
Total	-	46,660	5,348	50,000	20,000	50,000
Revenues Over (Under) Expenditures	13,047	(33,976)	7,355	(37,000)	(6,000)	(36,000)
Beginning Fund Balance	241,707	254,754	220,778	228,133	228,133	222,133
Ending Fund Balance	254,754	220,778	228,133	191,133	222,133	186,133

Fund Description

In prior years, the General Fund accounted for the City's court building security fees. In order to more accurately account for these funds, in FY 2006-07, the City created the Municipal Court Building Security Fee fund. These fees are generated from court fines. By law, these funds can only be spent on the City's municipal court.

CITY OF TOMBALL
MUNI COURT BLDG SECURITY - 220

	2016	2017	2018	2019	2019	2020
MUNI COURT- BLDG SECURITY	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5311 MUNICIPAL COURT BLDG-SECURITY	12,125	10,723	9,334	11,000	11,000	11,000
5800 INTEREST INCOME	922	1,961	3,369	2,000	3,000	3,000
TOTAL MUNI COURT- BLDG SECURITY	**$ 13,047**	**$ 12,684**	**$ 12,703**	**$ 13,000**	**$ 14,000**	**$ 14,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
MUNI COURT- BLDG SECURITY	MUNICIPAL COURT	220-122 - MUNICIPAL COURT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
PERSONNEL SERVICES	**$0**	**$0**	**$0**	**$0**	**$0**
6119 OTHER SUPPLIES	$46,660	$5,348	$50,000	$20,000	$50,000
SUPPLIES	**$46,660**	**$5,348**	**$50,000**	**$20,000**	**$50,000**
6304 PROFESSIONAL SERVICES, OTHER	$0	$0	$0	$15,000	$0
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$15,000**	**$0**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL GENERAL-MUNICIPAL COURT	**$46,660**	**$5,348**	**$50,000**	**$35,000**	**$50,000**

230 - Municipal Court Technology Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projections	FY 2020 Budget
Revenues:						
Fines and Warrants	16,167	14,297	12,453	16,000	16,000	18,000
Interest	911	1,654	3,272	2,000	3,000	3,000
Total	17,078	15,951	15,725	18,000	19,000	21,000
Expenditures:						
Supplies	27,348	47,385	40,000	15,000	28,000	10,000
Services and Charges	1,500	7,270	8,998	15,000	10,000	10,000
Total	28,848	54,655	48,998	30,000	38,000	20,000
Revenues Over (Under) Expenditures	(11,770)	(38,704)	(33,273)	(12,000)	(19,000)	1,000
Beginning Fund Balance	282,141	270,371	231,670	198,397	198,397	179,397
Ending Fund Balance	270,371	231,670	198,397	186,397	179,397	180,397

Fund Description

In prior years, the General Fund accounted for the City's court technology fees. In order to more accurately account for these funds, in FY 2006-07, the City created the Municipal Court Technology Fund. These fees are generated from court fines. By law, these funds can only be spent on the City's municipal court.

CITY OF TOMBALL
Muni Court Technology Fund Detail - 230

	2016	2017	2018	2019	2019	2020
MUNICIPAL COURT TECH FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5312 COURT TECHNOLOGY FEE	16,167	14,297	12,453	16,000	16,000	18,000
5800 INTEREST INCOME	911	1,654	3,272	2,000	3,000	3,000
TOTAL MUNICIPAL COURT TECH FUND	**$ 17,078**	**$ 15,951**	**$ 15,725**	**$ 18,000**	**$ 19,000**	**$ 21,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
MUNICIPAL COURT TECH FUND	MUNICIPAL COURT	230-122 - MUNICIPAL COURT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6101 OFFICE AND COMPUTER SUPPLIES	$11,587	$40,000	$15,000	$28,000	$10,000
6103 COMPUTER SUPPLIES	$35,798	$0	$0	$0	$0
SUPPLIES	**$47,385**	**$40,000**	**$15,000**	**$28,000**	**$10,000**
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$0**	**$0**
6320 COMPUTER SOFTWARE	$7,270	$8,998	$15,000	$10,000	$10,000
SERVICES AND CHARGES	**$7,270**	**$8,998**	**$15,000**	**$10,000**	**$10,000**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL GENERAL-MUNICIPAL COURT	**$54,655**	**$48,998**	**$30,000**	**$38,000**	**$20,000**

240 - Hotel Occupancy Tax Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Occupancy Tax	565,768	485,558	637,485	625,000	720,000	650,000
Miscellaneous Income	6,595	5,790	10,225	15,000	10,000	10,000
Event Revenue	500	2,600	8,171	2,500	2,500	3,000
Interest	1,574	3,456	6,950	4,000	8,000	8,000
Transfers In	20,000	20,000	20,000	30,000	100,000	126,000
Total	594,437	517,404	682,831	676,500	840,500	797,000
Expenditures:						
Grants	213,581	236,503	245,565	243,000	247,500	258,500
Second Saturday Events	65,544	91,881	92,501	109,467	110,058	43,900
Tourism	219,116	270,737	290,018	399,118	390,885	511,571
Transfer to Employee Benefits Trust Fund	17,288	19,794	20,224	20,818	20,818	20,128
Total	515,530	618,915	648,305	772,404	769,261	834,099
Revenues Over (Under) Expenditures	78,899	(101,513)	34,527	(95,874)	71,269	(37,069)
Beginning Fund Balance	443,975	522,874	421,361	455,887	455,887	527,156
Ending Fund Balance	522,874	421,361	455,887	360,013	527,156	490,087

The Hotel Occupancy Tax Fund accounts for revenues received from hotel occupancy taxes. By state statute, cities with populations of less than 125,000 must spend at least 1% of hotel tax revenues on advertising, no more than 15% on the encouragement, promotion, improvement, and application of the arts and a maximum of 50% on historical preservation. Hotels submit quarterly to the City an occupancy tax based upon 7% of total room receipts. Compliance with the provisions of the state statutes is monitored by the City administration on a continuing basis.

25% of Operating Expenses - Target	**69%**	**59%**

CITY OF TOMBALL
HOTEL OCCUPANCY TAX FUND - 240

	2016	2017	2018	2019	2019	2020
HOTEL OCCUPANCY FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5180 HOTEL OCCUPANCY TAX	565,768	485,558	637,485	625,000	720,000	650,000
5550 MISCELLANEOUS INCOME	6,595	5,785	10,225	15,000	10,000	10,000
5555 EVENT SPONSORSHIP REVENUE	500	2,600	8,171	2,500	2,500	3,000
5800 INTEREST INCOME	1,574	3,456	6,950	4,000	8,000	8,000
5910 TRANSFER FROM GENERAL FUND	20,000	20,000	20,000	30,000	100,000	126,000
TOTAL HOTEL OCCUPANCY FUND	**594,437**	**517,399**	**682,831**	**676,500**	**840,500**	**797,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
HOTEL OCCUPANCY TAX	HOTEL OCCUPANCY TAX	240-240 HOT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
PERSONNEL SERVICES	**$0**	**$0**	**$0**	**$0**	**$0**
SUPPLIES	**$0**	**$0**	**$0**	**$0**	**$0**
6301 PROF.SERV.-AUDIT AND ACCTNG.	$1,000	$5,665	$3,000	$3,000	$3,000
6342 DEPOT MUSEUM	$0	$0	$5,000	$4,000	$5,000
6351 TOMBALL CHAMBER OF COMMERCE	$35,000	$35,000	$35,000	$35,000	$35,000
6356 TOMBALL SISTER CITY ORG.	$158,003	$160,000	$160,000	$160,000	$160,000
6359 GRANTS	$42,500	$44,900	$40,000	$45,500	$55,500
SERVICES AND CHARGES	**$236,503**	**$245,565**	**$243,000**	**$247,500**	**$258,500**
TOTAL HOTEL OCCUPANCY TAX	**$236,503**	**$245,565**	**$243,000**	**$247,500**	**$258,500**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
HOTEL OCCUPANCY TAX	2ND SATURDAY EVENTS	240-241 2ND SATURDAY EVENTS

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES- ADMINISTRATIVE	$42,727	$44,856	$46,493	$46,682	$0
6009 WAGES-OTHER	$2,466	$2,163	$0	$1,356	$0
6011 VACATION PAY	$2,192	$1,693	$1,937	$1,356	$0
6012 SICK PAY	$822	$940	$2,712	$1,937	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$0
6019 MISCELLANEOUS PAY	$135	$195	$255	$255	$0
6021 FICA-S.S. AND MEDICARE TAXES	$3,802	$3,907	$4,421	$4,127	$0
6022 TMRS RETIREMENT-EMPLOYER	$7,065	$7,242	$7,463	$7,489	$0
6025 WORKER COMPENSATION INS.	$100	$106	$118	$88	$0
PERSONNEL SERVICES	**$59,309**	**$61,101**	**$63,399**	**$63,290**	**$0**
6101 OFFICE SUPPLIES	$799	$487	$1,000	$1,000	$0
6105 FOOD SUPPLIES	$970	$955	$1,500	$1,500	$1,500
6119 OTHER SUPPLIES	$6,952	$4,148	$8,500	$8,300	$8,500
6130 FURNITURE <$20,000	$0	$0	$500	$300	$300
SUPPLIES	**$8,721**	**$5,590**	**$11,500**	**$11,100**	**$10,300**
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$0**	**$0**
6304 PROFESSIONAL SERVICES, OTHER	$3,960	$3,674	$5,500	$6,000	$6,500
6312 COMMUNICATION SERVICES	$768	$768	$768	$768	$0
6327 GARBAGE SERVICES	$0	$0	$0	$600	$600
6329 OTHER SERVICES	$7,274	$8,486	$7,500	$8,000	$8,500
6332 TRAVEL AND MEALS	$0	$711	$1,000	$1,000	$1,500
6333 DUES AND SUBSCRIPTIONS	$0	$330	$400	$400	$0
6334 AUTOMOBILE ALLOWANCE	$2,400	$2,400	$2,400	$2,400	$0
6335 ADVERTISING COST	$3,622	$3,484	$6,500	$6,300	$6,500
6336 EQUIPMENT RENTALS	$907	$1,553	$2,500	$2,500	$2,500
6337 TRAINING	$0	$75	$500	$200	$0
6358 OTHER TOURISM EXPENDITURE	$4,920	$4,328	$7,500	$7,500	$7,500
SERVICES AND CHARGES	**$23,851**	**$25,810**	**$34,568**	**$35,668**	**$33,600**
6692 TRANSFER TO EMP. BEN. TRUST	$9,857	$10,112	$10,382	$10,409	$0
TRANSFERS	**$9,857**	**$10,112**	**$10,382**	**$10,409**	**$0**
TOTAL 2ND SATURDAY EVENTS	**$101,738**	**$102,613**	**$119,849**	**$120,467**	**$43,900**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
HOTEL OCCUPANCY TAX	MARKETING/INFORMATION CENTER	240-243 MARKETING

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES- ADMINISTRATIVE	$76,033	$79,646	$85,047	$83,964	$129,821
6003 WAGES- FULL TIME	$0	$0	$0	$0	$34,362
6004 WAGES- PART TIME	$6,628	$11,629	$17,803	$17,803	$0
6005 WAGES-OVERTIME	$206	$0	$309	$300	$309
6009 WAGES-OTHER	$3,235	$3,333	$0	$2,533	$8,794
6011 VACATION PAY	$4,853	$3,666	$5,429	$6,153	$10,239
6012 SICK PAY	$1,294	$1,333	$5,067	$3,257	$7,329
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$2,329
6019 MISCELLANEOUS PAY	$340	$400	$460	$460	$835
6021 FICA-S.S. AND MEDICARE TAXES	$7,600	$8,171	$9,734	$9,311	$16,121
6022 TMRS-EMPLOYER	$12,779	$13,090	$16,623	$14,204	$28,082
6024 HEALTH INSURANCE	$0	$0	$0	$0	$0
6025 WORKER COMPENSATION INS.	$150	$159	$178	$132	$300
PERSONNEL SERVICES	**$113,118**	**$121,427**	**$140,650**	**$138,117**	**$238,521**
6101 OFFICE AND COMPUTER SUPPLIES	$432	$2,849	$4,700	$6,000	$5,000
6105 FOOD SUPPLIES	$200	$879	$1,000	$1,000	$1,000
6106 MATERIALS AND PARTS	$0	$210	$0	$0	$0
6107 CLOTHING AND UNIFORMS	$352	$412	$1,700	$1,700	$1,700
6109 POSTAGE	$0	$487	$1,000	$1,000	$1,500
6119 OTHER SUPPLIES	$3,406	$8,108	$6,000	$6,000	$6,000
6130 FURNITURE <$20,000	$0	$0	$0	$1,000	$0
SUPPLIES	**$4,390**	**$12,945**	**$14,400**	**$16,700**	**$15,200**
6304 PROFESSIONAL SERVICES, OTHER	$41,280	$32,570	$65,000	$65,000	$65,000
6312 COMMUNICATION SERVICES	$768	$873	$768	$768	$1,800
6327 GARBAGE SERVICES	$1,700	$630	$3,500	$3,500	$3,500
6329 OTHER SERVICES	$10,962	$8,259	$20,000	$12,000	$12,000
6332 TRAVEL AND MEALS	$5,000	$2,579	$4,000	$4,000	$6,500
6333 DUES AND SUBSCRIPTIONS	$6,836	$7,282	$10,000	$10,000	$15,650
6334 AUTOMOBILE ALLOWANCE	$4,800	$4,800	$4,800	$4,800	$7,200
6335 ADVERTISING COST	$50,022	$53,401	$75,000	$75,000	$75,000
6336 EQUIPMENT RENTALS	$19,952	$41,035	$50,000	$50,000	$50,000
6337 TRAINING	$487	$581	$3,000	$3,000	$3,200
6358 OTHER TOURISM EXPENDITURES	$11,062	$3,635	$8,000	$8,000	$18,000
SERVICES AND CHARGES	**$152,869**	**$155,646**	**$244,068**	**$236,068**	**$257,850**
6692 TRANSFER TO EMP. BEN. TRUST	$9,937	$10,112	$10,436	$10,409	$20,128
TRANSFERS	**$9,937**	**$10,112**	**$10,436**	**$10,409**	**$20,128**
TOTAL VISITORS/CONVENTION CNTR	**$280,314**	**$300,130**	**$409,554**	**$401,294**	**$531,699**

250 - Red Light Camera Program Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Fines and Warrants	327,428	285,755	228,585	150,050	160,050	11,000
Interest	1,414	4,011	5,708	4,000	7,000	600
Total	328,842	289,766	234,293	154,050	167,050	11,600
Expenditures:						
Personnel Costs	15,261	18,883	20,708	58,278	36,873	21,556
Supplies	102,545	14,418	16,837	16,000	-	17,300
Maintenance	9,261	24,414	18,548	18,000	-	-
Services and Charges	10,227	21,094	34,061	25,000	-	-
Transfer to Veh. Repl. Fund	20,000	20,000	20,000	20,000	20,000	-
Transfer to Capital Projects Fund	-	323,541	310,000	-	-	299,217
Total	157,294	422,350	420,154	137,278	56,873	338,073
Revenues Over (Under) Expenditures	171,549	(132,586)	(185,859)	16,773	110,178	(326,472)
Beginning Fund Balance	364,393	535,941	403,354	217,495	217,495	327,673
Ending Fund Balance	535,941	403,354	217,495	234,268	327,673	1,201

Automated red light photo enforcement cameras were setup during FY 2008. Four intersections were selected for this initiative with a goal of reducing the number of injury accidents caused by "red light running". By law, the use of the revenues is limited to traffic safety programs, including pedestrian safety programs, public safety programs, intersection improvements, and traffic enforcement.

CITY OF TOMBALL RED LIGHT CAMERA - 250						
	2016	2017	2018	2019	2019	2020
RED LIGHT CAMERA FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5300 MUNICIPAL COURT FINES	327,428	285,705	228,535	150,000	160,000	11,000
5310 COURT COSTS/ADM.FEES	-	50	50	50	50	-
5800 INTEREST INCOME	1,414	4,011	5,708	4,000	7,000	600
TOTAL RED LIGHT CAMERA FUND	**328,842**	**289,766**	**234,293**	**154,050**	**167,050**	**11,600**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
RED LIGHT CAMERA PROGRAM	POLICE DEPARTMENT	250-121 - POLICE DEPT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6004 WAGES-PART TIME	$16,064	$18,048	$38,557	$15,838	$19,467
6005 WAGES-OVERTIME	$325	$112	$15,450	$15,450	$0
6021 FICA-S.S. AND MEDICARE TAXES	$1,254	$1,329	$4,132	$2,394	$1,489
6022 TMRS-EMPLOYER	$0	$0	$2,000	$2,000	$0
6025 WORKER COMPENSATION INS.	$1,240	$1,219	$1,400	$1,191	$600
PERSONNEL SERVICES	**$18,883**	**$20,708**	**$61,539**	**$36,873**	**$21,556**
6102 EDUCATIONAL SUPPLIES	$99	$0	$0	$0	$0
6106 MATERIALS AND PARTS	$13,222	$11,254	$10,000	$0	$0
6107 CLOTHING AND UNIFORMS	$0	$1,126	$1,000	$0	$0
6108 FUEL, OIL AND LUBRICANTS	$1,025	$478	$0	$0	$0
6119 OTHER SUPPLIES	$72	$3,979	$2,500	$0	$0
SUPPLIES	**$14,418**	**$16,837**	**$13,500**	**$0**	**$0**
6205 VEHICLE MAINTENANCE	$24,414	$18,548	$10,000	$0	$0
REPAIRS AND MAINTENANCE	**$24,414**	**$18,548**	**$10,000**	**$0**	**$0**
6303 PROF. SERV. - LEGAL	$124	$0	$0	$0	$0
6304 PROFESSIONAL SERVICES, OTHER	$1,245	$14,684	$2,000	$0	$0
6330 INSURANCE	$4,248	$13,671	$10,000	$0	$0
6337 TRAINING	$15,477	$5,706	$5,000	$0	$0
SERVICES AND CHARGES	**$21,094**	**$34,061**	**$17,000**	**$0**	**$0**
6403 MACHINERY AND EQUIPMENT		$0	$0	$0	$17,300
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$17,300**
6998 TRANSFER TO FLEET REPLACEMENT	$20,000	$20,000	$20,000	$20,000	$0
6999 TRANSFER TO CAPITAL PROJ. FUND	$323,541	$310,000	$0	$0	$299,217
TRANSFERS	**$343,541**	**$330,000**	**$20,000**	**$20,000**	**$299,217**
TOTAL - POLICE DEPT	**$422,350**	**$420,154**	**$122,039**	**$56,873**	**$338,073**

260 - General Special Revenue Fund - Child Safety

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projected	FY 2020 Budget
Revenues:						
Child Safety	-	-	-	-	-	13,000
Interest	-	-	-	-	-	750
Other	-	-	-	-	-	-
Total	-	-	-	-	-	13,750
Expenditures:						
Supplies	-	-	-	-	-	-
Services and Charges	-	-	-	-	-	13,000
Maintenance	-	-	-	-	-	-
Total	-	-	-	-	-	13,000
Revenues Over (Under) Expenditures	-	-	-	-	-	750
Beginning Fund Balance					-	127,761
Ending Fund Balance					127,761	128,511

Fund Description

Child Safety Fees are received through the Harris County Tax Assessor/Collector. These fees represent a portion of each citation written by the Tomball Police Department. The State of Texas allocates a percentage of each court fee to the Child Safety Program and is remitted back to the municipality to be used for educational material for children, coloring books, pencils, goody bags, etc and are distributed at various community events each year.

CITY OF TOMBALL SPECIAL REVENUE FUND - CHILD SAFETY - 260						
	2016	2017	2018	2019	2019	2020
GENERAL SPECIAL FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5790 CHILD SAFETY FUND	-	-	-	-	-	13,000
5800 INTEREST	-	-	-	-	-	750
TOTAL GENERAL SPECIAL FUND	-	-	-	-	-	13,750

CITY OF TOMBALL

GENERAL SPECIAL FUND | CHILD SAFETY FUND | 260-222 CHILD SAFETY FUND

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
SUPPLIES	**$0**	**$0**	**$0**	**$0**	**$0**
6350 CHILD SAFETY EDUCATION	$0	$0	$0	$0	$13,000
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$0**	**$13,000**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL CHILD SAFETY FUND	**$7,050**	**$0**	**$0**	**$0**	**$13,000**

290 - Tomball Fun Runs Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Event Revenue	20,233	23,325	16,566	23,000	23,000	23,000
Interest	2	5	135	50	200	200
Total	20,235	23,330	16,701	23,050	23,200	23,200
Expenditures:						
Supplies	11,225	8,041	5,519	7,200	7,200	7,200
Services and Charges	10,413	17,368	9,333	15,000	14,500	14,500
Total	21,638	25,409	14,853	22,200	21,700	21,700
Revenues Over (Under) Expenditures	(1,403)	(2,079)	1,848	850	1,500	1,500
Beginning Fund Balance	15,546	14,144	12,065	13,914	13,914	15,414
Ending Fund Balance	14,144	12,065	13,914	14,764	15,414	16,914

CITY OF TOMBALL FUN RUN FUND - 290						
	2016	2017	2018	2019	2019	2020
FUN RUN FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5555 EVENT SPONSORSHIP REVENUE	8,725	13,955	7,850	5,000	5,000	5,000
5556 EVENT REGISTRATION FEE	11,508	9,370	8,716	18,000	18,000	18,000
5800 INTEREST INCOME	2	5	135	50	200	200
TOTAL FUN RUN FUND	**20,235**	**23,330**	**16,701**	**23,050**	**23,200**	**23,200**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
TOMBALL "FUN RUNS"	FUN RUNS	290-290 FUN RUNS

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6101 OFFICE SUPPLIES	$281	$0	$200	$200	$200
6119 OTHER SUPPLIES	$7,760	$5,519	$7,000	$7,000	$7,000
SUPPLIES	**$8,041**	**$5,519**	**$7,200**	**$7,200**	**$7,200**
6304 PROFESSIONAL SERVICES-OTHER	$685	$0	$500	$0	$0
6329 OTHER SERVICES	$8,865	$9,333	$8,500	$8,500	$8,500
6335 ADVERTISING COST	$7,818	$0	$6,000	$6,000	$6,000
SERVICES AND CHARGES	**$17,368**	**$9,333**	**$15,000**	**$14,500**	**$14,500**
TOTAL FUN RUNS	**$25,409**	**$14,853**	**$22,200**	**$21,700**	**$21,700**

300 Debt Service Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY2016 Actual	FY2017 Actual	FY2018 Actual	FY2019 Budget	FY2019 Projection	FY2020 Budget
Revenues:						
Current taxes	$ 3,741,118	$ 3,953,733	$ 4,229,313	$ 4,500,000	$ 4,400,000	$ 4,550,000
Delinquent taxes	50,601	50,271	85,766	60,000	30,000	60,000
Penalty and interest	26,772	36,425	50,916	40,000	30,000	30,000
Interest	14,350	36,555	77,006	52,500	60,000	70,000
TEDC Contributions	528,013	530,913	533,612	536,113	536,113	533,463
Total Revenues	4,360,854	4,607,897	4,976,613	5,188,613	5,056,113	5,243,463
Expenditures:						
Principal	2,216,750	3,048,250	3,249,250	2,990,250	2,990,250	3,016,250
Interest	811,986	1,249,301	1,443,281	1,352,131	1,332,831	1,239,563
Loan Payment- Fire Truck	68,858	71,123	73,463	75,880	-	130,000
Fees	10,163	11,780	13,380	11,783	13,380	14,000
Total Expenditures	3,107,757	4,380,454	4,779,374	4,430,044	4,336,461	4,399,813
Revenues Over/(Under) Expenditures	1,253,095	227,442	197,239	758,569	719,652	843,650
Beginning Fund Balance	3,081,703	4,334,798	4,562,240	4,759,479	4,759,479	5,479,131
Ending Fund Balance	$ 4,334,798	$ 4,562,240	$ 4,759,479	$ 5,518,048	$ 5,479,131	$ 6,322,780
Ending FB as % of Next Year's Debt Service Requirement	99%	95%	107%	125%	125%	144%

CITY OF TOMBALL DEBT SERVICE FUND - 300						
	2016	2017	2018	2019	2019	2020
DEBT SERVICE FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5110 CURRENT TAXES	3,741,118	3,953,733	4,229,313	4,500,000	4,400,000	4,550,000
5120 DELINQUENT TAXES	50,601	50,271	85,766	60,000	30,000	60,000
5130 PENALTY,INTEREST, ATTY FEES	27,267	38,941	59,473	40,000	30,000	30,000
5800 INTEREST INCOME	14,350	36,555	77,006	52,500	60,000	70,000
5801 UNREALIZED GAIN ON INVESTMENTS	(495)	(2,516)	(8,557)	-	-	-
5770 TEDC CONTRIBUTIONS	528,013	530,913	533,612	536,113	536,113	533,463
TOTAL DEBT SERVICE FUND	**4,360,854**	**4,607,897**	**4,976,613**	**5,188,613**	**5,056,113**	**5,243,463**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
DEBT SERVICE FUND	DEBT SERVICE	300-300 DEBT SERVICE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
6901 INTEREST-BONDS	$1,249,301	$1,443,281	$1,352,131	$1,332,831	$1,239,563
6906 BOND FEES AND COST	$11,780	$13,380	$11,783	$13,380	$14,000
6911 PRINCIPAL-BONDS	$3,048,250	$3,249,250	$2,990,250	$2,990,250	$3,016,250
6915 CAPITAL LEASE PAYMENTS	$71,123	$73,463	$75,880	$0	$130,000
TOTAL DEBT SERVICE	**$4,380,454**	**$4,779,374**	**$4,430,044**	**$4,336,461**	**$4,399,813**

City of Tomball
400 Capital Projects Fund
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Transfers from General Fund	$ 1,161,277	$ 1,980,000	$ 1,490,000	$ 1,563,000	$ 956,500	$ 590,000
Transfers from Enterprise Fund	398,053	1,229,505	655,000	1,123,644	1,309,442	150,000
Transfers from Other Sources	-	1,789,524	310,000	300,000	428,744	1,099,217
Certificates of Obligation	-	21,146,430	-	-	-	-
Other Revenue Sources	1,498	-	10,400	-	-	-
Interest	50,147	296,907	619,740	500,000	850,000	1,000,000
Total	$ 1,610,975	$ 26,442,366	$ 3,085,140	$ 3,486,644	$ 3,544,686	$ 2,839,217
Expenditures:						
Capital Outlay - General Fund	1,431,921	2,555,829	3,554,263	15,502,836	3,866,324	3,884,572
Capital Outlay - Enterprise Fund	-	-	2,625,624	3,237,927	2,174,727	850,000
Debt Service	-	396,430	-	-	-	-
Capital Outlay - Drainage	-	-	-	-	370,464	800,000
Total	$ 1,431,921	$ 2,952,259	$ 6,179,886	$ 18,740,763	$ 6,411,515	$ 5,534,572
Revenues Over (Under) Expenditures	$ 179,054	$ 23,490,107	$ (3,094,746)	$ (15,254,119)	$ (2,866,829)	$ (2,695,355)
Beginning Fund Balance	$ 12,281,228	$ 12,460,282	$ 35,950,389	$ 32,855,643	$ 32,855,643	$ 29,988,813
Ending Fund Balance	$ 12,460,281	$ 35,950,389	$ 32,855,643	$ 17,601,524	$ 29,988,813	$ 27,293,458

CITY OF TOMBALL CAPITAL PROJECTS FUND - 400						
	2016	2017	2018	2019	2019	2020
CAPITAL PROJECTS	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5800 INTEREST INCOME	50,147	296,907	622,487	500,000	850,000	1,000,000
5801 UNREALIZED GAIN ON INVESTMENTS	-	-	(2,747)	-	-	-
5820 DRAINAGE CAPITAL RECOVERY FEES	1,498	-	-	-	-	-
5830 DEVELOPER RECOVERY FEES	-	-	10,400	-	-	-
5900 DEBT PROCEEDS	-	20,234,743	-	-	-	-
5901 PREMIUM ON BONDS	-	911,687	-	-	-	-
5910 TRANSFER FROM GENERAL FUND	1,161,277	1,980,000	1,490,000	1,563,000	956,500	590,000
5911 TRANSFER FROM UTILITY FUND	398,053	1,229,505	655,000	1,123,644	1,309,442	150,000
5961 TRANSFERS IN	-	1,789,524	**310,000**	300,000	428,744	1,099,217
TOTAL CAPITAL PROJECTS	**1,610,975**	**26,442,366**	**3,085,140**	**3,486,644**	**3,544,686**	**2,839,217**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	RED LIGHT	400-121 - RED LIGHT

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6409 SYSTEM EXPANSION	$0	$135,584	$312,990	$0	$0	$299,217
CAPITAL OUTLAY	**$0**	**$135,584**	**$312,990**	**$0**	**$0**	**$299,217**
TOTAL GENERAL-RED LIGHT	**$0**	**$135,584**	**$312,990**	**$0**	**$0**	**$299,217**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	GENERAL-PARKS	400-153 - PARKS

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6409 SYSTEM EXPANSION	$12,687	$201,296	$923,525	$582,870	$254,493	$865,355
CAPITAL OUTLAY	**$12,687**	**$201,296**	**$923,525**	**$582,870**	**$254,493**	**$865,355**
TOTAL GENERAL-PARKS	**$12,687**	**$201,296**	**$923,525**	**$582,870**	**$254,493**	**$865,355**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	GENERAL-STREETS	400-154 GENERAL-STREETS

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6409 SYSTEM EXPANSION	$1,419,234	$2,218,949	$2,317,748	$14,919,966	$3,611,831	$2,720,000
CAPITAL OUTLAY	**$1,419,234**	**$2,218,949**	**$2,317,748**	**$14,919,966**	**$3,611,831**	**$2,720,000**
TOTAL GENERAL-STREETS	**$1,419,234**	**$2,218,949**	**$2,317,748**	**$14,919,966**	**$3,611,831**	**$2,720,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	DEBT SERVICE	400-300 DEBT SERVICE

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6906 BOND FEES AND COST	$0	$396,430	$0	$0	$0	$0
DEBT	**$0**	**$396,430**	**$0**	**$0**	**$0**	**$0**
TOTAL DEBT SERVICE	**$0**	**$396,430**	**$0**	**$0**	**$0**	**$0**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	DRAINAGE CAPITAL RECOVERY	400-400 DRAINAGE CAPITAL

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6409 PROFESSIONAL SERVICES OTHER	$0	$0	$0	$0	$157,152	$0
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$157,152**	**$0**
TOTAL DRAINAGE CAPITAL	**$0**	**$0**	**$0**	**$0**	**$157,152**	**$0**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	UTILITY-WATER	400-613 UTILITY-WATER

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6304 PROF.SERV.-OTHER	$0	$0	$1,300	$0	$0	$0
SERVICES AND CHARGES	**$0**	**$0**	**$1,300**	**$0**	**$0**	**$0**
6409 SYSTEM EXPANSION	$0	$0	$207,422	$601,905	$273,266	$0
CAPITAL OUTLAY	**$0**	**$0**	**$207,422**	**$601,905**	**$273,266**	**$0**
TOTAL UTILITY-WATER	**$0**	**$0**	**$208,722**	**$601,905**	**$273,266**	**$0**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	UTILITY-SEWER	400-614 UTILITY-SEWER

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6409 SYSTEM EXPANSION	$0	$0	$2,418,202	$2,636,022	$1,901,461	$850,000
CAPITAL OUTLAY	**$0**	**$0**	**$2,418,202**	**$2,636,022**	**$1,901,461**	**$850,000**
TOTAL UTILITY-SEWER	**$0**	**$0**	**$2,418,202**	**$2,636,022**	**$1,901,461**	**$850,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	UTILITY-GAS	400-615 UTILITY-GAS

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
6409 SYSTEM EXPANSION	$0	$0	$947	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$0**	**$947**	**$0**	**$0**	**$0**
TOTAL UTILITY-GAS	**$0**	**$0**	**$947**	**$0**	**$0**	**$0**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	WATER CAPITAL RECOVERY	400-730 WATER RECOVERY

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6304 PROF.SERV.-OTHER	$0	$0	$0	$0	$106,656	$400,000
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$0**	**$106,656**	**$400,000**
6409 SYSTEM EXPANSION	$0	$0	$0	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL WATER CAPITAL RECOVERY	**$0**	**$0**	**$0**	**$0**	**$106,656**	**$400,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	SEWER CAPITAL RECOVERY	400-740 SEWER RECOVERY

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6304 PROF.SERV.-OTHER	$0	$0	$0	$0	$106,656	$400,000
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$0**	**$106,656**	**$400,000**
6409 SYSTEM EXPANSION	$0	$0	$947	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$0**	**$947**	**$0**	**$0**	**$0**
TOTAL SEWER CAPITAL RECOVERY	**$0**	**$0**	**$947**	**$0**	**$106,656**	**$400,000**

CITY OF TOMBALL
CAPITAL IMPROVEMENT PROJECTS
As of 6/30/2019

PROJECT #	PROJECT NAME	Percentage of Completion	PROJECT DESCRIPTION	DETAIL OF CASH ALLOCATED FOR PROJECT	SUMMARY OF CASH ALLOCATED FOR PROJECT	PAID TO DATE	REMAINING CASH ALLOCATED FOR PROJECT
161	Rudolph Road and Utilities	14%	Project includes land acquisition and providing street and utility improvements to current standards as a collector street FY2012 EF Reprogrammed from 400-615-6409 FY2012 EF 400-613-6409 FY2012 EF 400-614-6409 FY2012 EF 400-615-6409 FY2012 EF reprogrammed from 400-614-6409 FY2012 GF 400-154-6409 FY2013 EF Reprogrammed from 400-614-6409 FY2019 WCR 400-731-6409 FY2019 SCR 400-741-6409	62,507 46,656 45,617 49,481 34,387 59,489 2,084 46,656 262,088	608,965	87,717	521,248
179	Tomball Business and Technology Park (bond funded)	100%	Located at the NW corner of Hufsmith Kohrville and Holderrieth Road for the development of a Business Park FY2013-Bond Funded - 460-460-6409	8,500,000	8,500,000	8,500,000	-
180	M121 Final Phase (Bond Funded)	51%	Consists of two drainage channels, i.e. 121W & 121E. M500 reduce detention Basin. Serving a central area of Tomball. Project to alleviate conditions that cause localized flooding and on-site detention. M121 West is being constructed with bond funds. FY2012 Bonds 400-154-6409 FY2015 Bonds 400-154-6409 Reprogrammed from Proj 180 to 181 FY2019 Bonds 400-154-6409 Reprogrammed to Proj 181	10,801,102 (266,267) (40,752)	10,494,083	5,333,693	5,160,390
184	Infrastructure Master Plan and Capital Recovery Fee	Infrastructure Master Plan and Capital Recovery Fee	The 10 Year Master Plan is a planning tool to estimate growth within the city limits and ETJ from 2013 to 2023 and at ultimate buildout. This helps determine the infrastructure needs to accommodate growth and estimate the cost and impact fee related to the infrastructure improvements FY2013 GF 400-454-6304 FY2019 Reprogrammed to Drainage Cap Recovery	51,000 (1,885)	49,115	49,115	-
186	Downtown Development (Main Street)	3%	Development of the Downtown area, Main street to Four Corners FY2014 RLC 400-121-6409 FY2014 GF 400-154-6409 FY2014 GF 400-154-6409 FY2015 GF 400-154-6409 FY2015 GF 400-154-6409 FY2015 RLC 400-121-6409 Reprogrammed from Medical District Sidewalks	100,000 75,000 500,000 50,000 400,000 34,633	1,159,633	108,156	1,051,478
207	2920 Main St. Project		Funding for major improvements to FM2920 (Main Street) from the downtown area to Four Corners in conjunction with H-GAC and TxDOT. Initial funding for surveying, engineering, and right of way acquisition. (Cap $3M) FY2017 400-154-6409 FY2018 400-154-6409 FY2019 400-154-6409	1,500,000 250,000 250,000	2,000,000	-	2,000,000
						PROJ 186 & 207 NET TOTAL	**3,051,478**
188	Broussard Community Park	67%	Community Park located on E. Hufsmith near the intersection of Zion Rd. The park will include soccer fields and interactive areas. FY2015 GF 100-153-6409 FY2015 GF 400-153-6409 FY2016 GF 400-153-6409 FY2017 GF 400-153-6409 FY2018 GF 400-153-6409 FY2019 PARKS AND WILDLIFE - Approved Reim. Grant FY2019 GF 400-153-6409 FY2020 GF 400-153-6409	43,803 156,197 100,000 300,000 200,000 258,320 350,000 200,000	1,608,320	1,074,344	533,976
195	Wayne Stovall Sports Complex Improvement	97%	Funding for additional improvements to Wayne Stovall Sports Complex including concession stands and replacement of the barn FY2016 100-153-6207 FY2017 400-153-6409 FY2018 400-153-6409 FY2020 400-153-6409 FY2020 400-153-6409 Reprogrammed to Proj 216	195,580 180,000 380,000 20,000 (350,519)	425,061	410,898	14,163
198	Upgrades to NWWTP	75%	Replace electrical conductors, and clarifier equipment, inspect and rehab hydro tanks in the non-potable water system, replace air lift pump controls and new sluice gate, replace electric conduits in the dechlorination and chlorination systems and sludge thickener. FY2016 EF 400-614-6409 FY2017 EF 400-614-6409 FY2017 EF 400-614-6409	450,000 1,388,135 1,000,000	2,838,135	-	2,838,135
199	Upgrades to SWWTP		Install new vertical turbine pumps, extend piping and relocate flow meters, renovate operations building FY2016 EF 400-614-6409 FY2017 EF 400-614-6409	200,000 448,525	648,525	-	648,525
202	Critical Needs Assessment - Improvements		Freese & Nichols Critical Needs Assessment Report recommendations for improvements/upgrades to both the north and south wastewater treatment plants. FY2018 EF 400-614-6409 FY2019 EF 400-614-6409	800,000 1,078,744	1,878,744	4,012,568	(2,133,824)
						WWTP PROJ 198 / 199 / 202	**1,352,836**
201	Sewer Modeling	99%	Create a computer model of the sewer system using GIS to represent how it performs in the field to assess and predict performance changes FY2017 EF 400-614-6409 FY2019 EF 400-614-6409	150,000 44,900	194,900	192,587	2,313
203	Medical Complex Drive Segment 4B and M118 (Proposed bond funded)	6%	Construct a two lane roadway and install utilities between South Persimmon east to Hufsmith Kohrville and construct M118 drainage channel south of the Medical Complex Drive location. FY2017 GF 400-154-6409	20,225,000	20,225,000	1,166,308	19,058,692

CITY OF TOMBALL
CAPITAL IMPROVEMENT PROJECTS
As of 6/30/2019

PROJECT #	PROJECT NAME	Percentage of Completion	PROJECT DESCRIPTION	DETAIL OF CASH ALLOCATED FOR PROJECT	SUMMARY OF CASH ALLOCATED FOR PROJECT	PAID TO DATE	REMAINING CASH ALLOCATED FOR PROJECT
205	Sidewalks	57%	FY2017- Quinn and Holderreith - $323,541 (121) FY2018 -Theis and Johnson - $310,000 (121) FY2018 - S of Commerce, Elm to Cherry $100,406 (154) FY2018 - W of Walnut, Commerce to N of Main $18,646 (154) FY2018 - S of Market, Whisp.Willow to Cherry $22,950 (154) FY2018 - N of Market from Cherry to Walnut $48,768 (154) FY2019 Alley/Market Street Sidewalks $356,500 (154) FY2020 - Country Meadows $20,000 (154) FY2020 - Alley/Market Street 200 block (121)		1,442,814	826,249	616,565
			FY2017 Red Light - RLC 400-121-6409	323,541			
			FY2017 Red Light - RCL 400-121-6409 to Proj 194	(82,959)			
			FY2018 Red Light - 400-121-6409	310,000			
			FY2018 GF - 400-154-6409	200,000			
			FY2019 GF - 400-154-6409	356,500			
			FY2019 GF - 400-154-6409 Reprogrammed from Proj 103	16,515			
			FY2020 GF - 400-154-6409	20,000			
			FY2020 Red Light - 400-121-6409	299,217			
206	East Side Water Loop Line	33%	Install water line beginning at Snook, east on Hufsmith, around to Broussard Park and then west on Zion Rd. to form a loop on the east side of the City.		1,600,001	521,590	1,078,410
			FY2017 EF 400-613-6409 Reprogrammed	145,479			
			FY2017 EF 400-613-6409 Reprogrammed	69,718			
			FY2017 EF 400-613-6409 Reprogrammed	29,014			
			FY2017 EF 400-613-6409 Reprogrammed	89,806			
			FY2017 EF 400-613-6409 Reprogrammed	465,983			
			FY2020 WCR 400-731-6409	400,000			
			FY2020 SCR 400-741-6409	400,000			
210	2017 Water Modeling	101%	Study showing different water demand scenarios including fire flow demands will be modeled through the City.		75,798	76,813	(1,016)
			FY2017 EF 400-613-6409	20,000			
			FY2018 EF 400-613-6409	55,000			
			FY2019 EF 400-613-6409	798			
211	Public Works Parking Lot Expansion	100%	Expanding Public Works Parking lot in two phases. Phase 1 will be directly in front of the administrative building. Phase 2 will be directly in front of the service center. Each phase is $230,000		31,067	31,067	-
			FY2018 GF 400-154-6409	460,000			
			FY2020 GF 400-154-6409 Reprogrammed to 216	(428,933)			
213	M&R Matheson Park	0%	Needed improvements to Mathson Park including completion of replacement of fencing, mulch, addition of retaining wall, and new playground equipment		100,000	-	100,000
			FY2020 GF 400-153-6409	100,000			
214	Impact Fee Update	0%	FY2019 WCR 400-731-6409	30,000	60,000	-	60,000
			FY2019 SCR 400-741-6409	30,000			
215	Lizzie Lane Persimmon Drainage	0%	FY2020 GF 400-154-6409	200,000	200,000	-	200,000
216	North Star Estates/Rigel Court Retaining Wall	0%	FY2020 GF 400-153-6409 Reprogrammed from Proj 195	350,519	779,452	-	779,452
			FY2020 GF 400-154-6409 Reprogrammed from Proj 211	428,933			
217	Design of SCADA	0%	Create the platform and basis of a SCAD (Supervisory control and data acquisition) system for all the utilities - water, sewer, and gas		110,000	-	110,000
			FY2019 WCR 400-731-6409	30,000			
			FY2019 SCR 400-741-6409	30,000			
			FY2020 EF 400-614-6409	50,000			
218	Theis Nature Preserve Masterplan	0%	FY2020 GF 400-153-6409	50,000	50,000	-	50,000
219	Utility Easement Survey and Clearing	0%	FY2020 EF 400-613-6409	105,000	105,000	-	105,000
220	DRI-PRIME System at 2920 Lift Station	0%	FY2020 EF 400-614-6409	80,000	80,000	-	80,000
221	Steel Line Upgrade	0%	FY2020 EF 400-615-6409	100,000	100,000	-	100,000
222	Mulbery/Agg Drainage Extension	0%	FY2020 DCR 400-454-6409	157,152	157,152	-	157,152
NWWTP Sewer Effluent Reuse		0%	Study to determine if the treated water can be used for irrigation		75,000	-	75,000
			FY2014 EF 400-614-6409	75,000			
SWWTP Expansion		0%	Initial Study to determine if the SWWTP needs to be expanded and when design should begin		75,000	-	75,000
			FY2014 EF 400-614-6409	75,000			
Drainage Capital Recovery			Fund Balance		-	-	-
			FY2012	132,902			
			FY2013 Budget for project 184	(51,000)			
			FY2015	73,752			
			FY2016	1,498			
			FY2020 Budget for Mulbuerry Drainage Project	(157,152)			

PROJECT ACCOUNTS	DETAIL OF CASH ALLOCATED FOR PROJECT	EXPENSE TO DATE	REMAINING CASH ALLOCATED FOR PROJECT
100-153-6207	195,580	195,580	-
100-153-6409	43,803	43,803	-
400-121-6409	984,432	354,307	630,126
400-153-6409	2,036,197	1,285,270	750,927
400-154-6409	35,056,587	7,077,886	27,978,701
400-454-6409	206,267	49,115	157,152
400-613-6304	-	2,160	(2,160)
400-613-6409	1,027,454	593,409	434,045
400-614-6409	5,922,392	4,263,804	1,658,588
400-615-6304	-	1,401	(1,401)
400-615-6409	211,988	2,985	209,003
400-731-6409	506,656	-	506,656
400-741-6409	722,088	-	722,088
PARKS AND WILDLIFE	258,320	-	258,320
460-460-6409	8,500,000	8,500,000	-
TOTAL FOR FUND 400	**$ 55,671,764.47**	**$ 22,369,720.28**	**$ 33,302,044.19**

City of Tomball
460-Capital Projects Fund - Business Park
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Transfers			$ -	$ -	$ -	
Certificates of Obligation			-	-	-	
Premium on Bonds			-			
Interest	16,558	13,264	16,588	15,000	5,000	30,000
Total	$ 16,558	$ 13,264	$ 16,588	$ 15,000	$ 5,000	$ 30,000
Expenditures:						
Capital Outlay	5,636,263	125,642	33,435	-	-	-
Bond Fees and Costs			$ -	$ -	$ -	$ -
Total	$ 5,636,263	$ 125,642	$ 33,435	$ -	$ -	$ -
Revenues Over (Under) Expenditures	$ (5,619,705)	$ (112,378)	$ (16,847)	$ 15,000	$ 5,000	$ 30,000
Beginning Fund Balance	$ 6,655,120	$ 1,035,415	$ 923,037	$ 906,190	$ 906,190	$ 911,190
Ending Fund Balance	$ 1,035,415	$ 923,037	$ 906,190	$ 921,190	$ 911,190	$ 941,190

CITY OF TOMBALL BUSINESS PARK PROJECTS FUND - 460						
	2016	2017	2018	2019	2019	2020
BUSINESS PARK PROJECTS	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5800 INTEREST INCOME	16,558	13,264	16,588	15,000	5,000	30,000
TOTAL BUSINESS PARK PROJECTS	**16,558**	**13,264**	**16,588**	**15,000**	**5,000**	**30,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
BUSINESS PARK	TEDC BUSINESS PARK	460-460 TEDC BUSINESS PARK

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 PROJECTION	2020 BUDGET
6409 SYSTEM EXPANSION	$5,636,263	$125,642	$33,435	$0	$0	$0
CAPITAL OUTLAY	**$5,636,263**	**$125,642**	**$33,435**	**$0**	**$0**	**$0**
DEBT	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL TEDC BUSINESS PARK	**$5,636,263**	**$125,642**	**$33,435**	**$0**	**$0**	**$0**

Enterprise Fund - 600
Statement of Revenues, Expenditures, and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY2016 Actuals	FY2017 Actuals	FY2018 Actuals	FY2019 Budget	FY2019 Projections	FY2020 Budget
Operating Revenues:						
Water sales	$ 4,654,043	$ 5,092,916	$ 5,347,170	$ 4,800,000	$ 4,800,000	$ 5,000,000
Sewer sales	2,316,495	2,434,143	2,405,689	2,500,000	2,200,000	2,500,000
Gas sales	2,844,005	2,655,884	3,139,726	3,300,000	3,500,000	3,400,000
Tap fees	105,060	129,410	290,770	170,000	205,000	205,000
Reconnect fees	27,394	26,681	18,403	27,500	18,000	25,000
Interest	32,465	60,912	103,484	71,250	140,000	140,000
Contributions	558,148	558,148	558,148	558,148	558,148	370,000
Other	199,590	142,892	198,990	172,500	181,750	191,750
Total Operating Revenues	10,737,200	11,100,984	12,062,380	11,599,396	11,602,896	11,831,750
Expenses:						
Enterprise Administration	4,758,133	3,333,064	3,356,260	3,741,683	3,651,117	3,645,830
Utility Billing	268,105	275,695	343,111	351,927	338,182	361,541
Water	2,593,340	3,032,640	3,668,770	4,169,565	4,125,393	3,941,730
Wastewater	2,296,380	2,777,501	2,041,848	2,785,317	3,291,341	1,629,024
Gas	1,215,878	1,353,339	1,589,500	1,905,777	1,912,892	1,954,637
Total Operating Expenses	11,131,836	10,772,239	10,999,489	12,954,269	13,318,925	11,532,762
Net Revenue Available for Debt	(394,636)	328,745	1,062,891	(1,354,873)	(1,716,029)	298,988
Debt Service	113,075	96,284	637,065	651,031	651,031	620,135
Total Debt Service	113,075	96,284	637,065	651,031	651,031	620,135
Net Income (Excluding Depr.)	(507,711)	232,462	425,826	(2,005,904)	(2,367,060)	(321,147)
Beginning Fund Balance	10,560,041	10,052,330	10,284,791	10,710,618	10,710,618	8,343,558
Ending Fund Balance	$ 10,052,330	$ 10,284,791	$ 10,710,618	$ 8,704,714	$ 8,343,558	$ 8,022,410
Operating Costs per Day						
Fund Balance as % of Operating Costs	90%	95%	97%	67%	63%	70%

CITY OF TOMBALL ENTERPRISE FUND - 600						
	2016	2017	2018	2019	2019	2020
ENTERPRISE FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5500 SALE OF CITY PROPERTY	39,850	11,511	4,417	25,000	30,000	40,000
5550 MISCELLANEOUS INCOME	-	1,158	13,837	750	10,000	5,000
5560 RETURNED CHECK FINES	433	626	504	750	750	750
5600 WATER SALES	4,654,043	5,092,916	5,347,170	4,800,000	4,800,000	5,000,000
5610 WATER TAPS	40,790	46,640	106,435	55,000	60,000	60,000
5620 WATER RECONNECT FEES	27,394	26,681	18,403	27,500	18,000	25,000
5630 AMP PLAN BALANCE	570	(2,021)	(595)	1,000	1,000	1,000
5640 SEWER SALES	2,316,495	2,434,143	2,405,689	2,500,000	2,200,000	2,500,000
5650 SEWER TAPS	21,435	30,940	76,930	55,000	60,000	60,000
5670 GAS SALES	2,844,005	2,655,884	3,139,726	3,300,000	3,500,000	3,400,000
5680 GAS TAPS	42,835	51,830	107,405	60,000	85,000	85,000
5690 PENALTIES	111,565	86,379	132,085	100,000	100,000	100,000
5695 ADMINISTRATIVE CHARGES	47,021	47,794	48,607	45,000	40,000	45,000
5770 TEDC CONTRIBUTIONS	558,148	558,148	558,148	558,148	558,148	370,000
5780 OTHER REIMBURSEMENTS	-	-	-	-	46,300	-
5800 INTEREST INCOME	32,465	60,912	103,484	71,250	140,000	140,000
5961 TRANSFER IN	-	-	-	128,744	128,744	-
5801 UNREALIZED GAIN ON INVESTMENTS	151	(2,555)	135	-	-	-
TOTAL ENTERPRISE FUND	**10,737,200**	**11,100,986**	**12,062,380**	**11,728,142**	**11,777,942**	**11,831,750**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	ADMINISTRATIVE	600-611 - ADMINISTRATIVE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$218,458	$215,640	$230,245	$207,980	$167,871
6005 WAGES-OVERTIME	$918	$1,460	$2,060	$4,120	$4,120
6009 WAGES-OTHER	$13,365	$15,217	$0	$9,866	$14,411
6011 VACATION PAY	$18,588	$11,857	$19,075	$15,458	$19,823
6012 SICK PAY	$8,179	$4,455	$15,442	$14,737	$12,009
6013 EMERGENCY PAY	$576	$0	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$3,035
6019 MISCELLANEOUS PAY	$2,495	$2,735	$2,900	$2,900	$2,260
6021 FICA-MED/SS	$21,934	$20,434	$24,177	$23,895	$25,114
6022 TMRS-EMPLOYER	$122,668	$38,409	$43,179	$43,498	$44,934
6025 WORKER COMPENSATION INS.	$2,842	$3,255	$3,518	$2,890	$2,500
6030 EMPLOYEE TUITION REIMBURSEMENT	$2,941	$4,000	$4,000	$4,000	$4,000
6040 OTHER POST EMPLOYMENT BEN.	$19,158	$0	$0	$0	$0
PERSONNEL SERVICES	**$465,022**	**$351,423**	**$383,100**	**$383,034**	**$397,323**
6101 OFFICE AND COMPUTER SUPPLIES	$534	$1,030	$1,100	$1,100	$2,000
6102 EDUCATIONAL SUPPLIES	$0	$725	$800	$200	$200
6103 COMPUTER SUPPLIES		$0	$0	$0	$16,500
6105 FOOD SUPPLIES	$1,206	$1,710	$2,000	$1,200	$1,200
6106 MATERIALS AND PARTS	$0	$0	$0	$0	$0
6107 CLOTHING AND UNIFORMS	$1,165	$1,293	$1,000	$1,300	$1,600
6108 FUEL, OIL AND LUBRICANTS	$2,552	$1,964	$3,000	$2,500	$2,500
6109 POSTAGE	$63	$21	$100	$50	$50
6119 OTHER SUPPLIES	$68	$633	$350	$350	$350
SUPPLIES	**$5,588**	**$7,376**	**$8,350**	**$6,700**	**$24,400**
6203 RADIO EQUIPMENT MAINTENANCE	$0	$0	$0	$300	$300
6205 VEHICLE EQUIPMENT MAINTENANCE	$372	$540	$200	$200	$200
6206 BUILDING MAINTENANCE		$0	$0	$0	$0
REPAIRS AND MAINTENANCE	**$372**	**$540**	**$200**	**$500**	**$500**
6302 PROFESSIONAL SERVICES,ENGINEER	$0	$44,650	$0	$14,350	$0
6304 PROFESSIONAL SERVICES,OTHER	$0	$0	$20,000	$20,000	$0
6312 COMMUNICATION SERVICES	$43,461	$47,535	$46,000	$38,000	$40,000
6320 SOFTWARE SERVICE	$0	$2,539	$3,300	$3,300	$0
6329 MISCELLANEOUS SERVICES	$0	$50	$0	$0	$0
6332 TRAVEL AND MEALS	$794	$2,846	$1,000	$2,000	$2,000
6333 DUES AND SUBSCRIPTIONS	$371	$463	$400	$200	$200
6334 AUTOMOBILE ALLOWANCES	$4,800	$6,600	$7,200	$7,200	$7,200
6335 ADVERTISING COST	$1,146	$0	$0	$0	$0
6337 TRAINING	$1,222	$2,294	$4,300	$4,500	$5,000
6362 PERMITS AND LICENSES	$255	$333	$275	$275	$275
SERVICES AND CHARGES	**$52,049**	**$107,310**	**$82,475**	**$89,825**	**$54,675**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	ADMINISTRATIVE	600-611 - ADMINISTRATIVE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6402 COMPUTER EQUIPMENT	$0	$0	$0	$1,000	$1,000
6410 DEPRECIATION EXPENSE	$0	$0	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$1,000**	**$1,000**
6691 TRANSFERS OUT	$2,342,169	$2,384,166	$2,530,209	$2,530,209	$2,603,335
6692 TRANSFER TO EMP. BEN. TRUST	$467,864	$505,445	$542,349	$542,349	$542,349
6998 TRANSFER TO FLEET REPLACEMENT	$0	$0	$195,000	$97,500	$22,248
TRANSFERS	**$2,810,033**	**$2,889,611**	**$3,267,558**	**$3,170,058**	**$3,167,932**
TOTAL UTILITY-ADMINISTRATIVE	**$3,333,064**	**$3,356,260**	**$3,741,683**	**$3,651,117**	**$3,645,830**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY BILLING	600-612 UTILITY BILLING

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$41,887	$49,529	$46,533	$45,047	$44,541
6003 WAGES-FULL TIME	$99,304	$116,965	$146,718	$141,116	$145,008
6005 WAGES-OVERTIME	$653	$1,435	$3,348	$3,000	$3,090
6009 WAGES-OTHER	$7,729	$9,362	$0	$4,859	$10,620
6011 VACATION PAY	$6,910	$7,829	$10,730	$10,837	$13,041
6012 SICK PAY	$5,237	$5,071	$9,494	$7,136	$8,479
6013 EMERGENCY PAY	$366	$0	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$2,017
6019 MISCELLANEOUS PAY	$895	$1,145	$1,865	$1,730	$2,015
6021 FICA-S.S. AND MEDICARE TAXES	$11,867	$13,431	$16,847	$16,191	$17,632
6022 TMRS-EMPLOYER	$22,498	$25,014	$30,087	$29,415	$31,548
6025 WORKER COMPENSATION INS.	$1,589	$2,613	$2,755	$2,301	$2,300
PERSONNEL SERVICES	**$198,935**	**$232,394**	**$268,377**	**$261,632**	**$280,291**
6101 OFFICE AND COMPUTER SUPPLIES	$16,168	$17,680	$3,200	$3,200	$3,200
6105 FOOD SUPPLIES	$33	$114	$100	$100	$100
6106 MATERIALS AND PARTS	$177	$115	$800	$800	$800
6107 CLOTHING AND UNIFORMS	$759	$1,325	$3,000	$3,000	$3,000
6108 FUEL, OIL AND LUBRICANTS	$1,400	$1,407	$3,500	$3,500	$3,500
6109 POSTAGE	$21,055	$20,625	$22,000	$22,000	$22,000
6119 OTHER SUPPLIES	$295	$483	$250	$250	$250
SUPPLIES	**$39,887**	**$41,749**	**$32,850**	**$32,850**	**$32,850**
6203 RADIO EQUIPMENT MAINTENANCE	$1,945	$51	$4,000	$2,000	$2,000
6204 OTHER EQUIPMENT MAINTENANCE		$0	$0	$0	$0
6205 VEHICLE MAINTENANCE	$705	$571	$1,000	$1,000	$1,000
REPAIRS AND MAINTENANCE	**$2,650**	**$622**	**$5,000**	**$3,000**	**$3,000**
6304 PROFESSIONAL SERVICES,OTHER	$14,971	$18,652	$20,000	$15,000	$15,000
6312 COMMUNICATION SERVICES	$1,863	$2,613	$2,400	$2,400	$2,400
6329 OTHER SERVICES	$13,364	$17,000	$17,000	$17,000	$17,000
6332 TRAVEL AND MEALS	$1,288	$1,697	$1,500	$1,500	$3,600
6333 DUES AND SUBSCRIPTIONS	$95	$191	$300	$300	$500
6337 TRAINING	$850	$1,200	$1,000	$1,000	$3,400
6361 STUDIES AND ANALYSIS		$0	$0	$0	$0
6362 PERMITS AND LICENSES	$1,792	$1,992	$3,500	$3,500	$3,500
SERVICES AND CHARGES	**$34,223**	**$43,345**	**$45,700**	**$40,700**	**$45,400**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
6998 TRANSFER TO FLEET REPLACEMENT	$0	$25,000	$0	$0	$0
TRANSFERS	**$0**	**$25,000**	**$0**	**$0**	**$0**
TOTAL UTILITY BILLING	**$275,695**	**$343,111**	**$351,927**	**$338,182**	**$361,541**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY-WATER	600-613 - WATER

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$280,945	$243,397	$313,278	$293,894	$286,134
6004 WAGES-PART TIME	$3,071	$9,005	$5,150	$10,000	$5,150
6005 WAGES-OVERTIME	$17,528	$18,663	$13,648	$13,648	$13,648
6006 WAGES-ON CALL	$0	$2,297	$10,300	$26,000	$25,750
6009 WAGES-OTHER	$16,753	$11,214	$0	$7,889	$16,904
6011 VACATION PAY	$19,906	$12,639	$21,143	$15,329	$15,911
6012 SICK PAY	$15,595	$7,736	$14,684	$9,627	$12,757
6013 EMERGENCY PAY	$147	$636	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$1,484
6019 MISCELLANEOUS PAY	$3,840	$3,305	$3,675	$2,650	$1,630
6021 FICA-MED/SS	$25,825	$21,034	$29,359	$28,278	$29,136
6022 TMRS-EMPLOYER	$49,320	$38,574	$51,730	$50,576	$51,426
6025 WORKER COMPENSATION INS.	$10,560	$9,408	$9,850	$8,354	$8,200
6030 EMPLOYEE TUITION REIMBURSEMENT	$0	$0	$4,000	$4,000	$8,000
PERSONNEL SERVICES	**$443,490**	**$377,908**	**$476,817**	**$470,245**	**$476,130**
6101 OFFICE SUPPLIES	$486	$296	$300	$500	$300
6106 MATERIALS AND PARTS	$101,738	$77,550	$90,000	$150,000	$175,000
6107 CLOTHING AND UNIFORMS	$4,724	$5,328	$6,300	$6,300	$6,300
6108 FUEL, OIL AND LUBRICANTS	$11,158	$14,963	$12,000	$12,000	$12,000
6109 POSTAGE	$81	$0	$0	$0	$0
6110 CHEMICAL SUPPLIES	$57,889	$55,209	$65,000	$65,000	$65,000
6111 TAP SUPPLIES AND COMPONENTS	$99,441	$50,875	$120,000	$0	$0
6119 OTHER SUPPLIES	$6,874	$10,452	$23,700	$23,700	$24,300
SUPPLIES	**$282,391**	**$214,673**	**$317,300**	**$257,500**	**$282,900**
6204 OTHER EQUIPMENT MAINTENANCE	$1,576	$12,921	$5,000	$8,000	$8,000
6205 VEHICLE MAINTENANCE	$2,407	$4,443	$3,000	$2,000	$2,000
6206 BUILDING MAINTENANCE		$8,552	$0	$0	$0
6207 SYSTEM MAINTENANCE	$49,968	$208,085	$250,000	$230,000	$175,000
6219 OTHER MAINTENANCE	$0	$0	$250,000	$175,000	$0
REPAIRS AND MAINTENANCE	**$53,951**	**$234,001**	**$508,000**	**$415,000**	**$185,000**
6303 PROFESSIONAL SERVICES,LEGAL	$24,786	$313	$2,500	$0	$0
6304 PROFESSIONAL SERVICES,OTHER	$19,818	$17,508	$2,550	$7,000	$7,000
6305 N.HARRIS CTY.REG.WATER AUTH.	$2,084,615	$2,431,661	$2,600,000	$2,600,000	$2,700,000
6312 COMMUNICATION SERVICES	$5,580	$6,276	$6,000	$5,000	$5,000
6313 UTILITIES-ELECTRIC	$152,575	$162,069	$175,000	$175,000	$175,000
6316 PRINTING AND BINDING	$1,520	$0	$1,800	$0	$0
6329 OTHER SERVICES	$3,787	$1,074	$0	$8,000	$8,000
6332 TRAVEL AND MEALS	$62	$726	$300	$300	$300
6333 DUES AND SUBSCRIPTIONS	$1,019	$225	$1,100	$1,100	$1,100
6335 ADVERTISING COST	$432	$0	$450	$450	$450

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY-WATER	600-613 - WATER

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6336 EQUIPMENT RENTALS	$539	$0	$150	$1,000	$1,000
6337 TRAINING	$4,287	$2,425	$4,500	$5,000	$5,500
6361 STUDIES AND ANALYSIS	$10,342	$7,990	$8,500	$10,000	$10,000
6362 PERMITS AND LICENSES	$9,736	$10,066	$15,500	$15,500	$15,500
SERVICES AND CHARGES	**$2,319,098**	**$2,640,333**	**$2,818,350**	**$2,828,350**	**$2,928,850**
6402 COMPUTER EQUIPMENT	$0	$0	$0	$0	$2,000
6403 MACHINERY AND EQUIPMENT	$1,890	$0	$0	$0	$14,650
6404 RADIO EQUIPMENT	$0	$0	$0	$0	$2,200
6405 VEHICLE EQUIPMENT	$0	$0	$0	$200	$0
6409 SYSTEM EXPANSION	$0	$56,855	$48,300	$48,300	$50,000
CAPITAL OUTLAY	**$1,890**	**$56,855**	**$48,300**	**$48,500**	**$68,850**
BAD DEBTS	**$0**	**$0**	**$0**	**$0**	**$0**
6998 TRANSFER TO FLEET REPLACEMENT	$40,000	$90,000	$0	$0	$0
6999 TRANSFER TO CAPITAL PROJ. FUND	($108,180)	$55,000	$798	$105,798	$0
TRANSFERS	**($68,180)**	**$145,000**	**$798**	**$105,798**	**$0**
TOTAL UTILITY-WATER	**$3,032,640**	**$3,668,770**	**$4,169,565**	**$4,125,393**	**$3,941,730**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY-SEWER	600-614 - SEWER

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$368,495	$368,886	$404,830	$376,410	$383,734
6004 WAGES-PART TIME	$1,670	$3,678	$5,150	$12,144	$5,150
6005 WAGES-OVERTIME	$15,184	$14,576	$15,862	$15,862	$15,862
6006 WAGES-ON CALL	$40,880	$38,939	$25,750	$26,507	$25,750
6009 WAGES-OTHER	$20,908	$19,980	$0	$11,691	$22,896
6011 VACATION PAY	$28,770	$24,260	$28,042	$20,151	$27,999
6012 SICK PAY	$19,086	$21,867	$20,478	$11,368	$17,280
6013 EMERGENCY PAY	$725	$802	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$5,064
6019 MISCELLANEOUS PAY	$4,395	$4,935	$4,930	$4,245	$4,745
6021 FICA-MED/SS	$37,085	$35,218	$38,796	$35,829	$39,043
6022 TMRS-EMPLOYER	$69,043	$65,390	$68,585	$65,259	$69,151
6025 WORKER COMPENSATION INS.	$7,005	$7,206	$7,650	$6,611	$7,150
PERSONNEL SERVICES	**$613,246**	**$605,737**	**$620,073**	**$586,077**	**$623,824**
6101 OFFICE AND COMPUTER SUPPLIES	$238	$517	$300	$600	$500
6105 FOOD SUPPLIES	$74	$34	$100	$100	$100
6106 MATERIALS AND PARTS	$47,117	$15,016	$20,000	$30,000	$30,000
6107 CLOTHING AND UNIFORMS	$4,912	$5,979	$6,500	$6,300	$6,550
6108 FUEL, OIL AND LUBRICANTS	$12,069	$14,991	$15,000	$15,000	$15,000
6109 POSTAGE	$69	$32	$100	$100	$100
6110 CHEMICAL SUPPLIES	$76,959	$75,125	$80,000	$83,000	$85,000
6119 OTHER SUPPLIES	$8,884	$11,065	$18,000	$20,000	$32,300
SUPPLIES	**$150,322**	**$122,759**	**$140,000**	**$155,100**	**$169,550**
6203 RADIO EQUIPMENT MAINTENANCE	$0	$0	$0	$300	$300
6204 OTHER EQUIPMENT MAINTENANCE	$19,255	$15,492	$20,000	$20,000	$20,000
6205 VEHICLE MAINTENANCE	$7,729	$6,980	$5,000	$5,000	$5,000
6206 BUILDING MAINTENANCE	$0	$4,962	$44,000	$44,000	$5,000
6207 SYSTEM MAINTENANCE	$172,718	$318,861	$346,000	$795,000	$250,000
6219 OTHER MAINTENANCE	$5,045	$0	$10,000	$0	$0
REPAIRS AND MAINTENANCE	**$204,747**	**$346,295**	**$425,000**	**$864,300**	**$280,300**
6302 PROFESSIONAL SERVICES,ENGINEER	$0	$0	$0	$5,000	$0
6303 PROFESSIONAL SERVICES,LEGAL	$24,786	$313	$2,500	$0	$0
6304 PROFESSIONAL SERVICES,OTHER	$29,220	$11,189	$30,000	$30,000	$10,000
6312 COMMUNICATION SERVICES	$3,568	$3,670	$3,600	$1,500	$3,000
6313 UTILITIES-ELECTRIC	$157,761	$155,847	$165,000	$165,000	$165,000
6329 OTHER SERVICES	$122,691	$63,740	$120,000	$125,000	$125,000
6333 DUES AND SUBSCRIPTIONS	$1,148	$225	$1,500	$1,500	$1,500
6335 ADVERTISING COST	$0	$6,197	$0	$0	$0
6336 EQUIPMENT RENTALS	$3,895	$5,100	$5,000	$4,500	$4,500
6337 TRAINING	$3,038	$1,865	$3,000	$7,000	$5,000
6361 STUDIES AND ANALYSIS	$65,418	$55,369	$55,000	$60,000	$60,000

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY-SEWER	600-614 - SEWER

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6362 PERMITS AND LICENSES	$51,710	$34,904	$50,000	$45,000	$50,000
SERVICES AND CHARGES	**$463,235**	**$338,419**	**$435,600**	**$444,500**	**$424,000**
6402 COMPUTER EQUIPMENT	$0	$0	$0	$0	$3,000
6403 MACHINERY AND EQUIPMENT	$755	$0	$16,000	$12,720	$51,150
6404 RADIO EQUIPMENT	$0	$0	$0	$0	$2,200
6409 SYSTEM EXPANSION	$0	$28,637	$25,000	$25,000	$25,000
CAPITAL OUTLAY	**$755**	**$28,637**	**$41,000**	**$37,720**	**$81,350**
6998 TRANSFER TO FLEET REPLACEMENT	$0	$0	$0	$0	$0
6999 TRANSFER TO CAPITAL PROJ. FUND	$1,345,196	$600,000	$1,123,644	$1,203,644	$50,000
TRANSFERS	**$1,345,196**	**$600,000**	**$1,123,644**	**$1,203,644**	**$50,000**
DEBT	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL SEWER	**$2,777,501**	**$2,041,848**	**$2,785,317**	**$3,291,341**	**$1,629,024**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY-GAS	600-615 - GAS

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$218,675	$217,567	$250,630	$232,544	$241,236
6004 WAGES-PART TIME	$4,466	$2,190	$5,150	$10,000	$5,150
6005 WAGES-OVERTIME	$11,916	$14,416	$12,360	$12,360	$12,360
6006 WAGES-ON CALL	$23,824	$24,774	$25,750	$12,750	$10,300
6009 WAGES-OTHER	$12,131	$13,634	$0	$7,185	$14,451
6011 VACATION PAY	$16,101	$15,369	$15,657	$15,370	$18,210
6012 SICK PAY	$8,726	$6,172	$13,617	$9,542	$10,906
6013 EMERGENCY PAY	$0	$478	$0	$599	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$2,439
6019 MISCELLANEOUS PAY	$2,665	$2,800	$2,990	$3,815	$2,975
6021 FICA-MED/SS	$22,137	$20,992	$25,057	$22,821	$24,471
6022 TMRS-EMPLOYER	$40,792	$39,121	$44,046	$40,422	$43,079
6025 WORKER COMPENSATION INS.	$2,415	$3,104	$3,520	$3,034	$3,410
PERSONNEL SERVICES	**$363,848**	**$360,617**	**$398,777**	**$370,442**	**$388,987**
6101 OFFICE SUPPLIES	$146	$296	$300	$650	$300
6105 FOOD SUPPLIES	$0	$278	$0	$0	$0
6106 MATERIALS AND PARTS	$56,548	$81,677	$80,000	$160,000	$165,000
6107 CLOTHING AND UNIFORMS	$3,282	$4,516	$4,200	$4,200	$4,200
6108 FUEL, OIL AND LUBRICANTS	$11,620	$15,045	$12,000	$12,000	$12,000
6109 POSTAGE	$430	$441	$500	$100	$500
6110 CHEMICAL SUPPLIES	$1,552	$0	$3,000	$5,500	$4,000
6111 TAP SUPPLIES AND COMPONENTS	$13,530	$14,154	$25,000	$0	$0
6119 OTHER SUPPLIES	$14,220	$11,853	$18,000	$25,000	$27,800
6129 GAS PURCHASES	$818,428	$945,743	$1,200,000	$1,100,000	$1,000,000
SUPPLIES	**$919,756**	**$1,074,003**	**$1,343,000**	**$1,307,450**	**$1,213,800**
6203 RADIO EQUIPMENT MAINTENANCE	$0	$0	$0	$0	$0
6204 OTHER EQUIPMENT MAINTENANCE	$1,550	$10,855	$2,000	$43,000	$43,000
6205 VEHICLE MAINTENANCE	$1,436	$1,915	$1,500	$2,500	$2,500
6207 SYSTEM MAINTENANCE	$14,658	$83,285	$65,000	$65,000	$160,000
6219 OTHER MAINTENANCE	$0	$99	$0	$0	$0
REPAIRS AND MAINTENANCE	**$17,644**	**$96,154**	**$68,500**	**$110,500**	**$205,500**
6304 PROFESSIONAL SERVICES,OTHER	$14,520	$18,101	$15,000	$15,000	$30,000
6312 COMMUNICATION SERVICES	$2,638	$2,740	$2,700	$2,700	$2,700
6313 UTILITIES-ELECTRIC	$1,656	$1,431	$1,800	$1,800	$1,800
6322 INSPECTION SERVICES	$0	$0	$4,000	$4,000	$4,000
6329 OTHER SERVICES	$4,854	$5,602	$4,500	$7,000	$5,000
6332 TRAVEL AND MEALS	$0	$89	$0	$0	$0
6333 DUES AND SUBSCRIPTIONS	$1,438	$4,591	$1,500	$1,500	$1,500
6335 ADVERTISING COST	$675	$7,221	$7,000	$7,000	$7,000

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY-GAS	600-615 - GAS

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6336 EQUIPMENT RENTALS	$0	$710	$3,000	$1,500	$1,500
6337 TRAINING	$27,444	$14,872	$28,000	$28,000	$28,000
6361 STUDIES AND ANALYSIS	$0	$0	$0	$3,000	$3,000
6362 PERMITS AND LICENSES	$2,733	$3,370	$3,000	$3,000	$3,000
SERVICES AND CHARGES	**$55,958**	**$58,727**	**$70,500**	**$74,500**	**$87,500**
6402 COMPUTER EQUIPMENT	$0	$0	$0	$0	$3,000
6403 MACHINERY AND EQUIPMENT	$3,645	$0	$0	$0	$23,650
6404 RADIO EQUIPMENT	$0	$0	$0	$0	$2,200
6409 SYSTEM EXPANSION	$0	$0	$25,000	$50,000	$0
CAPITAL OUTLAY	**$3,645**	**$0**	**$25,000**	**$50,000**	**$58,850**
6998 TRANSFER TO FLEET REPLACEMENT	$0	$0	$0	$0	$0
6999 TRANSFER TO CAPITAL PROJ. FUND	($7,512)	$0	$0	$0	$100,000
TRANSFERS	**($7,512)**	**$0**	**$0**	**$0**	**$0**
TOTAL UTILITY-GAS	**$1,353,339**	**$1,589,500**	**$1,905,777**	**$1,912,892**	**$1,954,637**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	DEBT	600-616 DEBT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6901 INTEREST - BONDS	$95,514	$78,888	$75,501	$75,501	$55,605
6906 BOND FEES AND COST	$770	$770	$780	$780	$780
6911 PRINCIPAL - BONDS	$0	$0	$574,750	$574,750	$563,750
DEBT	**$96,284**	**$637,065**	**$651,031**	**$651,031**	**$620,135**
TOTAL DEBT	**$96,284**	**$637,065**	**$651,031**	**$651,031**	**$620,135**

Fleet Replacement Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Transfers - General Fund	390,000	141,812	274,500	200,000	100,000	108,000
Transfers - Enterprise Fund	-	40,000	115,000	195,000	97,500	22,248
Transfers - Special Revenue	20,000	20,000	20,000	20,000	20,000	-
Other	44,982	10,083	19,875	10,000	1,667	20,000
Interest	5,693	13,390	26,916	25,000	25,000	50,000
Total	460,675	225,285	456,291	450,000	244,167	200,248
Expenditures:						
Capital Outlay - General Fund	312,344	328,291	301,746	324,808	338,076	388,000
Capital Outlay - Enterprise Fund	88,839	88,491	113,783	139,200	149,678	336,000
Total	401,183	416,782	415,528	464,008	487,754	724,000
Revenues Over (Under) Expenditures	59,492	(191,497)	40,763	(14,008)	(243,588)	(523,752)
Beginning Fund Balance	2,819,599	2,879,089	2,687,592	2,728,355	2,728,355	2,484,767
Ending Fund Balance	2,879,089	2,687,592	2,728,355	2,714,347	2,484,767	1,961,015

CITY OF TOMBALL
FLEET REPLACEMENT FUND

	2016	2017	2018	2019	2019	2020
FLEET REPLACEMENT FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5500 SALE OF CITY PROPERTY	70,095	10,083	19,875	10,000	1,667	20,000
5741 GAIN (LOSS) DISPOSAL CITY PROP	(25,113)	-	-	-	-	-
5800 INTEREST INCOME	5,693	13,390	26,916	25,000	25,000	50,000
5910 TRANSFER FROM GENERAL FUND	390,000	141,812	274,500	200,000	100,000	108,000
5911 TRANSFER FROM UTILITY FUND	-	40,000	115,000	195,000	97,500	22,248
5961 TRANSFER IN	20,000	20,000	20,000	20,000	20,000	-
TOTAL FLEET REPLACEMENT FUND	**460,675**	**225,285**	**456,291**	**450,000**	**244,167**	**200,248**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
FLEET REPLACEMENT	GEN FUND FLEET REPLACEMEN	650-651 GEN FUND FLEET

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6304 PROF. SERV. - OTHER	$0	$5,000	$0	$0	$0
6403 MACHINERY AND EQUIPMENT	$0	$94,556	$0	$27,600	$0
6405 VEHICLE EQUIPMENT	$37,253	$253,188	$324,808	$310,476	$388,000
6410 DEPRECIATION EXPENSE	$291,038	($50,999)	$0	$0	$0
CAPITAL OUTLAY	**$328,291**	**$301,746**	**$324,808**	**$338,076**	**$388,000**
TOTAL GEN FUND FLEET REPLACEMEN	**$328,291**	**$301,746**	**$324,808**	**$338,076**	**$388,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
FLEET REPLACEMENT	UTILITY FUND FLEET REPLAC	650-652 UTILITY FUND FLEET

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6403 MACHINERY AND EQUIPMENT	$0	$59,556	$85,200	$92,295	$162,000
6405 VEHICLE EQUIPMENT	$5,133	$54,227	$54,000	$57,383	$174,000
6410 DEPRECIATION EXPENSE	$83,358	$0	$0	$0	$0
CAPITAL OUTLAY	**$88,491**	**$113,783**	**$139,200**	**$149,678**	**$336,000**
TOTAL UTILITY FUND FLEET REPLAC	**$88,491**	**$113,783**	**$139,200**	**$149,678**	**$336,000**

730 - Water Capital Recovery Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Water Capital Recovery Fee	333,874	240,183	415,107	200,000	350,000	400,000
Interest	5,149	12,295	28,787	26,000	50,000	52,000
Total	339,023	252,478	443,894	226,000	400,000	452,000
Expenditures:						
Services and Charges	-	-	-	-	-	-
Transfers Out	-	465,983	-	106,656	106,656	400,000
Total	-	465,983	-	106,656	106,656	400,000
Revenues Over (Under) Expenditures	339,024	(213,504)	443,895	119,345	293,345	52,001
Beginning Fund Balance	1,523,965	1,862,989	1,649,485	1,649,485	1,649,485	1,942,830
Ending Fund Balance	1,862,989	1,649,485	2,093,380	1,768,830	1,942,830	1,994,831

CITY OF TOMBALL
WATER CAPITAL RECOVERY FUND - 730

	2016	2017	2018	2019	2019	2020
WATER CAPITAL RECOVERY FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5800 INTEREST INCOME	5,149	12,295	28,787	26,000	50,000	52,000
5810 WATER CAPITAL RECOVERY FEE	333,874	240,183	415,107	200,000	350,000	400,000
TOTAL WATER CAPITAL RECOVERY FUND	**339,023**	**252,478**	**443,894**	**226,000**	**400,000**	**452,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
WATER CAPITAL RECOVERY	WATER CAPITAL RECOVERY	730-731 WATER CAPITAL

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6304 PROF.SERV.-OTHER	$0	$0	$0	$0	$0
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$0**	**$0**
6690 TRANSFER TO UTILITY SINKING	$0	$0	$0	$0	$0
6691 TRANSFERS OUT	$465,983	$0	$106,656	$106,656	$400,000
TRANSFERS	**$465,983**	**$0**	**$106,656**	**$106,656**	**$400,000**
TOTAL WATER CAPITAL RECOVERY	**$465,983**	**$0**	**$106,656**	**$106,656**	**$400,000**

740 - Sewer Capital Recovery Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Sewer Capital Recovery Fee	329,761	208,850	417,256	260,000	350,000	400,000
Interest	5,976	12,139	23,827	21,000	35,000	40,000
Total	335,737	220,989	441,083	281,000	385,000	440,000
Expenditures:						
Transfers	-	1,000,000	-	322,088	322,088	400,000
Total	-	1,000,000	-	322,088	322,088	400,000
Revenues Over (Under) Expenditures	335,738	(779,010)	441,084	(41,087)	62,913	40,001
Beginning Fund Balance	1,761,811	2,097,549	1,318,539	1,318,539	1,318,539	1,381,452
Ending Fund Balance	2,097,549	1,318,539	1,759,623	1,277,452	1,381,452	1,421,453

CITY OF TOMBALL SEWER CAPITAL RECOVERY FUND - 740						
	2016	2017	2018	2019	2019	2020
SEWER CAPITAL RECOVERY FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5800 INTEREST	5,976	12,139	23,827	21,000	35,000	40,000
5840 SEWER CAPITAL RECOVERY FEE	329,761	208,850	417,256	260,000	350,000	400,000
TOTAL SEWER CAPITAL RECOVERY FUND	**335,737**	**220,989**	**441,083**	**281,000**	**385,000**	**440,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
SEWER CAPITAL RECOVERY	SEWER CAPITAL RECOVERY	740-741 SEWER CAPITAL

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$0**	**$0**
6691 TRANSFERS OUT	$1,000,000	$0	$322,088	$322,088	$400,000
TRANSFERS	**$1,000,000**	**$0**	**$322,088**	**$322,088**	**$400,000**
TOTAL SEWER CAPITAL RECOVERY	**$1,000,000**	**$0**	**$322,088**	**$322,088**	**$400,000**

City of Tomball
910 Employee Benefit Trust Fund
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Transfers	2,291,634	2,598,249	2,736,910	2,736,910	2,863,167	2,862,477
ESD#15 Reimbursement	11,004	26,692	92,232	82,000	145,000	164,000
Interest	2,888	7,948	19,597	17,000	21,000	30,000
Total	2,305,526	2,632,889	2,848,739	2,835,910	3,029,167	3,056,477
Expenditures:						
Health Insurance Costs	2,098,002	2,458,772	2,545,128	2,680,764	2,959,758	2,959,758
Services and Charges	42,061	41,975	36,881	59,461	63,135	63,135
Total	2,140,064	2,500,747	2,582,009	2,740,225	3,022,893	3,022,893
Revenues Over (Under) Expenditures	165,463	132,142	266,730	95,685	6,274	33,584
Beginning Fund Balance	1,000,306	1,165,768	1,297,913	1,564,644	1,564,644	1,570,918
Ending Fund Balance	1,165,768	1,297,913	1,564,644	1,660,329	1,570,918	1,604,502

CITY OF TOMBALL EMPLOYEE TRUST FUND - 910						
	2016	2017	2018	2019	2019	2020
EMPLOYEE TRUST FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5474 ESD#15 STATION 5 PAYROLL REIMBURSE.	11,004	26,692	92,232	82,000	145,000	164,000
5800 INTEREST	2,888	7,948	19,597	17,000	21,000	30,000
5961 TRANSFER IN	2,291,634	2,598,249	2,736,910	2,736,910	2,863,167	2,862,477
TOTAL EMPLOYEE TRUST FUND	**2,305,526**	**2,632,889**	**2,848,739**	**2,835,910**	**3,029,167**	**3,056,477**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
EMPLOYEE BENEFITS TRUST	HEALTH INSURANCE	910-920 HEALTH INSURANCE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6024 HEALTH INSURANCE	$2,458,772	$2,545,128	$2,906,140	$2,959,758	$2,959,758
PERSONNEL SERVICES	**$2,458,772**	**$2,545,128**	**$2,906,140**	**$2,959,758**	**$2,959,758**
6304 PROF. SERVICES- OTHER	$41,055	$36,291	$44,418	$45,135	$45,135
6329 OTHER SERVICES	$920	$590	$18,000	$18,000	$18,000
SERVICES AND CHARGES	**$41,975**	**$36,881**	**$62,418**	**$63,135**	**$63,135**
TOTAL HEALTH INSURANCE	**$2,500,747**	**$2,582,009**	**$2,968,558**	**$3,022,893**	**$3,022,893**

ACTIVE SUPPLEMENTAL

GENERAL FUND

FUND-DEPT-ACCT	TITLE	TYPE	AMOUNT
100-117-6103	Point to Point Microwave Connection for FS1 & 2	Hardware/Software	49,000
100-117-6103	Storage Area Network (split funding-70/30)	Hardware/Software	38,500
100-117-6103	Storage for New Body Cams & Backup	Hardware/Software	20,000
Information Systems Total			**$ 107,500**
100-121-6320	Mobile License Plate Reader System	Hardware/Software	25,400
100-121-6404	Kenwood Portable Radios	New Equipment	25,000
Police Department Total			**$ 50,400**
100-142-6206	Air Vac System for Station 1	Facilities Maintenance	50,000
100-142-6102	SmartBoard	New Equipment	5,700
100-142-6142	13 Headset Replacement/2 Mobile Radios	New Equipment	25,000
Fire Department Total			**$ 80,700**
100-153-6207	Resurface Juergens Pavillion	Facilities Maintenance	16,000
100-153-6207	Resurfacing of Depot Stained Concrete Slab	Facilities Maintenance	17,000
100-153-6207	Resurfacing of Tennis Courts at Matheson Park	Facilities Maintenance	22,000
100-153-6207	Replacement Fencing at Elm St. Parking Lot Along Railroad Tracks	New Equipment	21,000
100-153-6219	Maintenance to Depot Caboose	Facilities Maintenance	16,000
100-153-6409	Dumpster Enclosures-Juergens Park/Wayne Stovall	New Equipment	25,000
100-153-6999	Broussard Park-Restrooms	Facilities Maintenance	200,000
100-153-6999	Improvements for Theis Attaway Nature Center	Facilities Maintenance	50,000
100-153-6999	M & R for Matheson Park-Phase I of III	Facilities Maintenance	100,000
100-153-6999	Wayne Stovall Restrooms	Facilities Maintenance	20,000
Parks Total			**$ 487,000**
100-154-6999	Drainage Improvements Lizzie Ln/Persimmon St (CDBG)	Facilities Maintenance	200,000
100-154-6361	Drainage Improvement Planning	Facilities Maintenance	50,000
100-154-6999	Country Meadows Sidewalk	Facilities Maintenance	20,000
Streets Total			**$ 270,000**
100-157-6206	Marketing Building Exterior Enhancements	Facilities Maintenance	28,000
100-157-6206	Replace Flooring - Community Center - Room A	Facilities Maintenance	17,000
Facilities Maintenance Total			**$ 235,000**
GENERAL FUND TOTAL			**$ 1,230,600**

HOTEL OCCUPANCY TAX FUND

ORGUNIT	TITLE	TYPE	AMOUNT
240-243-xxxx	Full Time Marketing Position		51,545
HOTEL OCCUPANCY TAX FUND TOTAL			**$ 51,545**

RED LIGHT

ORGUNIT	TITLE	TYPE	AMOUNT
100-121-6405	Stalker Speed Awareness Trailer	New Equipment	17,300
RED LIGHT CAMERA PROGRAM FUND TOTAL			**$ 17,300**

ACTIVE SUPPLEMENTAL

ENTERPRISE FUND

ORGUNIT	TITLE	TYPE	AMOUNT
600-611-6103	Storage Area Network (split funding-70/30)	Hardware/Software	16,500
Utilities Admin Total			**$ 16,500**
600-613-6119	(2) Aluminum Trench Boxes	New Equipment	12,800
600-613-6119	Main Line Testing Equipment	New Equipment	4,500
600-613-6207	Clearing of Utility Easement	Facilities Maintenance	50,000
600-613-6403	Hydraulic Jackhammer	New Equipment	3,100
600-613-6403	Quick Connect	New Equipment	3,500
600-613-6409	Water Meter Conversion to AMR	New Equipment	25,000
600-613-6403	Prairie Dog Boring Rig	New Equipment	4,000
600-613-6106	Fire Hydrant Storz	New Equipment	10,000
Water Department Total			**$ 112,900**
600-614-6119	(2) Aluminum Trench Boxes	New Equipment	12,800
600-614-6119	Main Line Testing Equipment	New Equipment	4,500
600-614-6403	Diamond Crown Tap Cutter	Facilities Maintenance	8,500
600-614-6403	Hydraulic Jackhammer	New Equipment	3,100
600-614-6403	Utility Vehicle (ATV)	New Equipment	12,000
600-614-6403	Quick Connect	New Equipment	3,500
600-614-6403	Zero Turn Mower	New Equipment	16,000
600-614-6999	Scada Implementation for Asset Management & Control	Hardware/Software	50,000
600-614-6403	Prairie Dog Boring Rig	New Equipment	4,000
Sewer Total			**$ 114,400**
600-615-6119	(2) Aluminum Trench Boxes	New Equipment	12,800
600-615-6204	Meter Reading System for Vehicles	Hardware/Software	39,000
600-615-6207	Gas Meter Conversion for Profiling	New Equipment	50,000
600-615-6207	Gas Main Replacement	Facilities Maintenance	100,000
600-615-6403	Hydraulic Jackhammer	New Equipment	3,100
600-615-6403	Fusion Machine	New Equipment	9,000
600-615-6403	Quick Connect	New Equipment	3,500
600-615-6403	Prairie Dog Boring Rig	New Equipment	4,000
Gas Total			**$ 221,400**
ENTERPRISE FUND TOTAL			**$ 465,200**

FLEET REPLACEMENT

ORGUNIT	TITLE	TYPE	AMOUNT
650-651-6405	Ladder 5 Overhaul	New Equipment	70,000
General Fund Fleet Replacement Total			**$ 70,000**
650-652-6403	Jetter	New Equipment	72,000
650-652-6403	Laney Boring Rig	New Equipment	90,000
Enterprise Fund Fleet Replacement Total			**$ 162,000**
FLEET REPLACEMENT TOTAL			**$ 232,000**

SUPPLEMENTAL TOTAL		**$ 1,996,645**

CUT SUPPLEMENTALS

GENERAL FUND

FUND-DEPT-ACCT	TITLE	TYPE	AMOUNT
100-121-6405	Wanco Portable Camera Trailer	New Equipment	58,000
100-121-6119	Scanning Total Station	New Equipment	70,000
Police Department Total			**$ 128,000**
100-142-6206	Renovate Station 1	Facilities Maintenance	75,000
100-142-6130	Renovate Station 1	Facilities Maintenance	19,000
100-142-6304	Renovate Station 1	Facilities Maintenance	7,500
100-142-6336	Renovate Station 1	Facilities Maintenance	1,000
Fire Department Total			**$ 102,500**
100-153-6207	Basketball Court Improvements-Juergens Park	Facilities Maintenance	20,000
100-153-6207	Replace Fencing at Matheson Pool	Facilities Maintenance	25,000
100-153-6207	Replacement Fencing at Depot Along Railroad Tracks	New Equipment	35,000
100-153-6409	Lighting & Cabana for Pickleball Court	Facilities Maintenance	22,000
Parks Total			**$ 102,000**
100-154-6998	Street Sweeper	Vehicles	250,000
Streets Total			**$ 250,000**
100-157-6206	Public Works Roof Replacement (split funding-70/30)	Facilities Maintenance	175,000
100-157-6206	Public Works Flooring Replacement	Facilities Maintenance	66,000
100-157-6219	Landscaping Replacement - All City Facilities	Facilities Maintenance	15,000
Facilities Maintenance Total			**$ 256,000**
GENERAL FUND TOTAL			**$ 838,500**

ENTERPRISE FUND

ORGUNIT	TITLE	TYPE	AMOUNT
600-611-6206	Public Works Roof Replacement (split funding-70/30)	Facilities Maintenance	75,000
600-614-6207	Alma & James Street Sanitary Sewer Replacement	Facilities Maintenance	2,100,000
Sewer Total			**$ 2,175,000**
ENTERPRISE FUND TOTAL			**$ 2,175,000**
CUT SUPPLEMENTAL TOTAL			**$ 3,013,500**

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:
Adopt, on First Reading, Ordinance No. 2019-19, an Ordinance of the City Council of the City of Tomball, Texas, Adopting the Budget for the City of Tomball, Texas, for Fiscal Year 2019-2020; and Authorizing the City Manager to Approve Intra-Departmental (Within the Same Department Only) Transfers of Budgeted Funds; and Amending the Budget for the 2018-2019 Fiscal Year in Accordance with Actual Expenditures; and Providing Other Details Relating to the Passage of This Ordinance

Background:
This item is for the first reading of Ordinance No. 2019-19, adopting the Budget for Fiscal Year 2019-2020, provided the Council has not given City Staff additional changes/modifications for incorporation into the Budget following the second public hearing.

Origination:
City Secretary

Recommendation:
Adopt Ordinance No. 2019-19 on First Reading

Party(ies) responsible for placing this item on agenda:
City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance No. 2019-19
Final Proposed Budget for FY 2019-2020

ORDINANCE NO. 2019-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, ADOPTING THE BUDGET FOR THE CITY OF TOMBALL, TEXAS, FOR FISCAL YEAR 2019-2020; AND AUTHORIZING THE CITY MANAGER TO APPROVE INTRA-DEPARTMENTAL (WITHIN THE SAME DEPARTMENT ONLY) TRANSFERS OF BUDGETED FUNDS; AND AMENDING THE BUDGET FOR THE 2018-2019 FISCAL YEAR IN ACCORDANCE WITH ACTUAL EXPENDITURES; AND PROVIDING OTHER DETAILS RELATING TO THE PASSAGE OF THIS ORDINANCE

* * * * * * * * *

WHEREAS, the Budget of the City of Tomball for the Fiscal Year 2019-2020 was presented to the City Council of the City of Tomball on the 15th day of July 2019 and was filed with the City Secretary's Office on July 29, 2019 for the purpose of Public Display; and the City Council has reviewed and amended the proposed budget and changes as approved by the City Council have been identified and their effect included in the budget; and

WHEREAS, NOTICE OF PUBLIC HEARINGS for the Budget of the City of Tomball, Texas, for Fiscal Year 2019-2020 was published in the City's official newspaper advising citizens of the Public Hearings to be conducted on August 5, 2019 and August 19, 2019, and also advising that said Budget was available for their inspection prior to the Public Hearings; and

WHEREAS, at said Public Hearings all citizens of the City had the right to be present and to be heard, and those who requested to be heard were heard, and it being the opinion of the Mayor and City Council that said Budget should be adopted; and

WHEREAS, said Budget shall be in effect for the ensuing Fiscal Year, October 1, 2019, through September 30, 2020;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1.0 Adoption of Budget. That from October 1, 2019, through September 30, 2020, the appropriations, as stated in the Budget as proposed expenditures, shall be and are hereby appropriated to the several objects and purposes named and designated in the Budget.

Section 2.0 Public Record. The City Secretary is hereby directed to place in the Budget an endorsement which shall read as follows: **"The Original Budget of the City of Tomball, Texas for the Fiscal Year 2019-2020."** Such Budget as endorsed shall be kept on file in the office of the City Secretary as a Public Record and a copy of said Budget is attached to this ordinance and made a part of this ordinance for all purposes.

Section 3.0 Intra-Departmental Transfers. In accordance with the responsibility of the City Manager established by Section 7.01 C. (2) of the City Charter to administer the annual budget, the City Manager is authorized, as circumstances reasonably require, to approve intra-departmental (within the same department only) transfers of budgeted funds. Further, the documentation for such transfers shall be maintained as a part of the City's financial records.

Section 4.0 Beginning Fund Balances. That the Beginning Fund Balance reflected in the budget for each operating and capital project fund for which a Budget is adopted hereby automatically shall be adjusted to be the amount of the Ending Fund Balance for Fiscal Year 2019 as fully adjusted to reflect the final Comprehensive Annual Financial Report for Fiscal Year 2019 when released, for each respective fund. The revised Beginning Fund Balance shall thereafter be used to calculate the Fiscal Year 2020 Ending Fund Balance.

Section 5.0 2018-2019 Budget Amended. That the City Council has reviewed the actual expenditures for the 2018-2019 Fiscal Year and compared them to the projections contained in the 2018-2019 Fiscal Year budget. The 2018-2019 Fiscal Year budget is hereby amended in accordance with the actual expenditures for the 2018-2019 Fiscal Year.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 19TH DAY OF AUGUST 2019.

COUNCILMAN FORD _____
COUNCILMAN STOLL _____
COUNCILMAN DEGGES _____
COUNCILMAN TOWNSEND _____
COUNCILMAN KLEIN QUINN _____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF SEPTEMBER 2019.

COUNCILMAN FORD _____
COUNCILMAN STOLL _____
COUNCILMAN DEGGES _____
COUNCILMAN TOWNSEND _____
COUNCILMAN KLEIN QUINN _____

_____
GRETCHEN FAGAN
Mayor

ATTEST:

_____
DORIS SPEER
City Secretary

City of Tomball



FY 2019-2020
Proposed Budget

Fund Summaries

Consolidated Statement of Anticipated Receipts and Revenues and Expenditures and Changes in Fund Balance- All Funds
City Manager 2019-2020 Proposed Budget

	Governmental			Proprietary	Internal Service					Consolidated
	General Fund	Special Revenue Funds	Debt Service	Enterprise Fund	Fleet Replacement Fund	Health Insurance Trust Fund	Water Captial Recovery	Sewer Capital Recovery	Capital Projects Fund	All Funds FY 2020
Funds	100	200-290/990	300	600	650	910	730	740	400/460	
Revenues:										
Property taxes	$ 2,265,000	-	$ 4,640,000	-	-	-	-	-	-	$ 6,905,000
Hotel Occupancy	-	650,000	-	-	-	-	-	-	-	650,000
Sales taxes	12,000,000	-	-	-	-	-	-	-	-	12,000,000
Franchise taxes	1,295,000	-	-	-	-	-	-	-	-	1,295,000
Permits and licenses	575,200	-	-	-	-	-	-	-	-	575,200
Fines and warrants	460,200	40,000	-	-	-	-	-	-	-	500,200
Service fees	1,900,000	-	-	11,130,000	-	-	-	-	-	13,030,000
Transfers In	2,603,335	-	-	-	130,248	2,862,477	-	-	1,839,217	7,435,277
Contributions/Grants	392,876	-	533,463	370,000	-	-	-	-	-	1,296,339
Interest	225,000	16,300	70,000	140,000	50,000	30,000	52,000	40,000	1,030,000	1,653,300
Other	1,535,983	175,000	-	191,750	20,000	164,000	400,000	400,000	-	2,886,733
Total Revenues	$ 23,252,594	$ 881,300	$ 5,243,463	$ 11,831,750	$ 200,248	$ 3,056,477	$ 452,000	$ 440,000	$ 2,869,217	$ 48,227,049
Expenditures:										
General Government	$ 4,430,425	-	-	-	-	$ 3,022,893	-	-	$ 3,884,572	$ 11,337,890
Transfers out	2,534,000	-	-	-	-	-	-	-	-	2,534,000
Public Safety	10,494,254	421,073	-	-	-	-	-	-	-	10,915,327
Public Works	4,586,073	-	-	-	-	-	-	-	-	4,586,073
Engineering and Planning	592,614	-	-	-	-	-	-	-	-	592,614
Parks and Recreation	1,293,958	21,700	-	-	-	-	-	-	-	1,315,658
Tourism & Arts	-	834,099	-	-	-	-	-	-	-	834,099
Utilities	-	-	-	11,532,762	-	-	400,000	400,000	850,000	13,182,762
Capital Projects/Outlay	-	-	-	-	724,000	-	-	-	-	724,000
Debt Service	-	-	4,399,813	620,135	-	-	-	-	-	5,019,948
Total Expenditures	$ 23,931,324	$ 1,276,872	$ 4,399,813	$ 12,152,897	$ 724,000	$ 3,022,893	$ 400,000	$ 400,000	$ 4,734,572	$ 51,042,371
Revenues Over (Under) Expenditures	$ (678,730)	$ (395,573)	$ 843,650	$ (321,147)	$ (523,752)	$ 33,584	$ 52,000	$ 40,001	$ (1,865,355)	$ (2,815,323)
Beginning Fund Balance	$ 14,233,732	$ 1,294,151	$ 5,479,131	$ 8,343,558	$ 2,484,767	$ 1,570,918	$ 1,942,830	$ 1,381,452	$ 30,900,003	$ 67,630,541
Ending Fund Balance	$ 13,555,002	$ 898,578	$ 6,322,780	$ 8,022,410	$ 1,961,015	$ 1,604,502	$ 1,994,830	$ 1,421,453	$ 29,034,648	$ 64,815,219

General Fund - 100
Statement of Revenues, Expenditures, and Changes in Fund Balance
2019-2020 Proposed Budget Worksheet

	FY 2017 Actuals	FY 2018 Actuals	Current FY 2019	FY 2019 Projections	FY 2020 Budget
Revenues:					
Contributions	$ 603,390	$ 494,171	$ 392,817	$ 392,876	$ 392,876
Fines & Warrants	500,309	414,204	531,200	460,200	460,200
Franchise Taxes	1,307,171	1,270,927	1,265,000	1,275,000	1,295,000
Interest	95,325	194,429	185,528	225,000	225,000
Other Revenue	753,992	1,348,513	1,325,291	1,455,355	1,535,983
Permits & Licenses	464,344	532,615	485,700	574,200	575,200
Property Taxes	1,964,345	2,144,861	2,245,000	2,185,000	2,265,000
Sales Taxes	10,791,147	12,427,660	12,500,000	11,900,000	12,000,000
Services	2,236,863	1,844,191	2,000,000	1,700,000	1,900,000
Enterprise Transfers In	2,342,169	2,384,166	2,530,209	2,530,209	2,603,335
Total Revenues	**21,059,055**	**23,055,737**	**23,460,745**	**22,697,840**	**23,252,594**
Expenditures:					
Administrative	393,950	440,324	389,832	386,417	399,832
Building Permits and Inspections	386,153	431,157	458,449	457,451	485,169
Mayor and Council	52,185	50,181	97,198	78,720	102,198
City Secretary	352,470	334,846	414,819	368,223	443,945
Human Resources	374,009	385,671	478,447	473,961	466,213
Finance	632,843	715,774	754,098	745,772	766,518
Information Systems	654,974	617,432	853,203	848,360	971,750
Legal	159,704	117,595	142,000	125,000	142,000
Non-Departmental*	513,547	454,552	756,280	748,867	760,800
Police	5,379,589	5,601,730	5,708,159	5,571,479	5,977,880
Municipal Court	347,067	357,447	446,906	422,948	426,322
Community Center	147,046	157,148	167,624	177,020	171,296
Fire	2,896,840	2,595,167	2,826,961	2,886,153	3,089,055
Emergency Management	18,381	19,570	27,350	27,290	19,250
ESD#15 Station 5	301,993	655,533	837,297	920,619	981,747
Public Works Administration	57,323	55,620	57,375	61,365	69,017
Garage	141,261	130,720	165,474	160,830	156,123
Parks	867,978	1,105,557	1,111,913	1,006,147	1,122,662
Streets	2,383,979	1,998,255	2,141,449	1,779,898	1,456,359
Sanitation	1,975,363	1,586,442	2,227,772	2,190,172	2,305,300
Engineering and Planning	486,670	562,307	645,496	575,036	592,614
Facilities Maintenance	636,940	745,872	797,366	818,975	599,274
Transfer Out to Hotel Occupancy *	20,000	20,000	30,000	100,000	126,000
Transfer Out to Health Insurance *	2,110,591	2,211,241	2,387,391	2,300,000	2,300,000
Total Expenditures	**21,290,853**	**21,350,138**	**23,922,859**	**23,230,703**	**23,931,324**
Revenues Over/(Under) Expenditures	**(231,798)**	**1,705,599**	**(462,114)**	**(532,863)**	**(678,730)**
Beginning Fund Balance	**13,292,789**	**13,060,996**	**14,766,595**	**14,766,595**	**14,233,732**
Ending Fund Balance	**$ 13,060,996**	**$ 14,766,595**	**$ 14,304,481**	**$ 14,233,732**	**$ 13,555,002**
25% of Operating Expenses - Target	61%	69%	60%	61%	57%

CITY OF TOMBALL
GENERAL FUND REVENUES - 100

GENERAL FUND	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 PROJECTION	2020 BUDGET
5730 SCHOOL RESOURCE OFFICERS (SRO)	412,214	465,175	366,817	366,876	366,876
5740 OTHER GRANTS	181,176	3,996	1,000	1,000	1,000
5770 TEDC CONTRIBUTIONS	10,000	25,000	25,000	25,000	25,000
CONTRIBUTIONS TOTAL	**603,390**	**494,171**	**392,817**	**392,876**	**392,876**
5300 MUNICIPAL COURT FINES	281,092	233,134	300,000	250,000	250,000
5310 COURT COSTS/ADMIN FEES	145,935	125,170	165,000	165,000	165,000
5320 COURT WARRANT FEES	66,733	52,130	60,000	40,000	40,000
5340 TIME PYMT.FEE-10% CITY JUDICL.	1,310	754	1,200	1,200	1,200
5341 TIME PAYMENT FEE-40% FOR CITY	5,239	3,016	5,000	4,000	4,000
FINES AND FEES TOTAL	**500,309**	**414,204**	**531,200**	**460,200**	**460,200**
5150 ELECTRICAL FRANCHISE TAX	704,353	700,345	700,000	710,000	735,000
5160 T.V. CABLE FRANCHISE TAX	182,225	157,065	150,000	150,000	140,000
5161 1% IN KIND/ PEG FEES	36,445	31,413	30,000	30,000	35,000
5170 COMMUNICATIONS ROW LINE FEE	206,355	213,074	225,000	225,000	225,000
5175 SANITATION FRANCHISE TAX	177,793	169,030	160,000	160,000	160,000
FRANCHISE AND OTHER TAX TOTAL	**1,307,171**	**1,270,927**	**1,265,000**	**1,275,000**	**1,295,000**
5800 INTEREST INCOME	97,140	203,902	185,528	225,000	225,000
5801 UNREALIZED GAIN ON INVESTMENTS	(1,815)	(9,473)	-	-	-
INVESTMENT INCOME TOTAL	**95,325**	**194,429**	**185,528**	**225,000**	**225,000**
5444 SITE PLAN REVIEW	11,325	15,261	15,000	14,000	15,000
5445 PLAN REVIEW FEES- OTHER	1,398	200	200	200	200
5446 ZONING FEES- OTHER	3,145	2,340	3,000	3,000	3,000
5200 BUILDING PERMITS	204,812	261,428	225,000	275,000	275,000
5210 CONSTRUCTION PERMITS	55,701	55,641	50,000	75,000	75,000
5215 PLUMBING PERMIT	22,504	28,214	30,000	30,000	30,000
5220 MECHANICAL PERMITS	44,792	28,456	25,000	30,000	30,000
5230 ELECTRICAL PERMITS	26,639	37,907	35,000	40,000	40,000
5235 FIRE PERMIT FEES	50,965	64,320	60,000	65,000	65,000
5240 OTHER PERMITS	3,147	4,282	3,000	3,000	3,000
5245 MISCELLANEOUS PERMIT FEES	-	200	500	500	500
5255 LICENSE FEES	4,477	4,005	4,000	4,000	4,000
5260 AMBULANCE PERMITS	4,000	7,400	7,000	8,000	8,000
5440 PLAT FEES	18,802	11,693	15,000	16,000	16,000
5441 REZONING APPLICATION FEE	7,768	8,468	9,000	8,500	8,500
5442 CONDITIONAL USE PERMIT	4,869	1,800	4,000	2,000	2,000
5443 PLANNED DEVELOPMENT	-	1,000	-	-	-
LICENSES AND PERMITS TOTAL	**464,344**	**532,615**	**485,700**	**574,200**	**575,200**
5141 ALCOHOLIC BEVERAGE TAX	69,215	73,760	70,000	80,000	75,000
5190 BINGO TAX	66	-	25	-	-
5250 MIXED BEVERAGE FEES	13,590	13,510	15,000	15,000	15,000
5450 BIRTH AND DEATH CERTIFICATE FEES	50,597	57,844	55,000	60,000	60,000
5451 NOTARY FEES	66	88	75	75	75
5460 ALARM SYSTEM REGISTRATION FEES	28,635	24,475	25,000	25,000	25,000
5461 FALSE ALARM SERVICE FEE	27,075	21,345	20,000	2,000	20,000
5470 EMERGENCY SERVICE DISTRCT FEES	145,382	173,884	180,000	201,000	208,000
5472 ESD#15 S5 OPERATING COST REIMBURSEMENT	19,483	23,293	25,707	24,939	25,439
5474 ESD#15 STATION 5 PAYROLL REIMBURSEMENT	263,023	594,066	785,884	870,741	930,869
5480 LIFE SAFETY PLAN REVIEW	3,301	2,400	3,000	2,500	2,500

CITY OF TOMBALL
GENERAL FUND REVENUES - 100

GENERAL FUND	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 PROJECTION	2020 BUDGET
5481 STATE LICENSED FACILITIES	1,555	1,380	1,500	1,500	1,500
5482 ANNUAL FIRE INSPECTIONS	725	600	-	1,500	1,500
5500 SALE OF CITY PROPERTY	6,838	235,899	35,000	40,000	40,000
5505 RENT REVENUES	3,250	4	-	-	-
5510 COMMUNITY CENTER FEES	27,985	30,317	25,000	30,000	30,000
5515 CONGREGATE MEAL SERV. REVENUE	8,929	9,665	9,000	10,000	10,000
5520 PARK RENTAL FEE	12,000	10,710	15,000	11,000	11,000
5550 MISCELLANEOUS INCOME	44,363	44,573	30,000	50,000	50,000
5560 RETURNED CHECK FINES	60	60	100	100	100
5690 SANITATION PENALTY	27,854	30,640	30,000	30,000	30,000
OTHER TOTAL	**753,992**	**1,348,513**	**1,325,291**	**1,455,355**	**1,535,983**
5110 CURRENT TAXES	1,919,752	2,057,193	2,200,000	2,155,000	2,220,000
5120 DELINQUENT TAXES	25,027	55,317	30,000	15,000	30,000
5130 PENALTY,INTEREST,ATTY FEES	19,566	32,351	15,000	15,000	15,000
PROPERTY TAX TOTAL	**1,964,345**	**2,144,861**	**2,245,000**	**2,185,000**	**2,265,000**
5140 SALES TAX	10,791,147	12,427,660	12,500,000	11,900,000	12,000,000
SALES TAX TOTAL	**10,791,147**	**12,427,660**	**12,500,000**	**11,900,000**	**12,000,000**
5430 SANITATION FEES	2,236,863	1,844,191	2,000,000	1,700,000	1,900,000
SANITATION FEES TOTAL	**2,236,863**	**1,844,191**	**2,000,000**	**1,700,000**	**1,900,000**
5961 ENTERPRISE TRANSFERS IN	2,342,169	2,384,166	2,530,209	2,530,209	2,603,335
TOTAL GENERAL FUND REVENUES	**$ 21,059,055**	**$ 23,055,737**	**$ 23,460,745**	**$ 22,697,840**	**$ 23,252,594**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	ADMINISTRATIVE	100-111 ADMINISTRATIVE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$267,300	$261,534	$253,820	$260,857	$248,450
6009 WAGES-OTHER	$14,358	$12,994	$0	$9,714	$13,233
6011 VACATION PAY	$17,450	$25,680	$13,588	$10,292	$14,006
6012 SICK PAY	$3,553	$37,496	$14,975	$6,952	$11,028
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$4,411
6019 MISCELLANEOUS PAY	$905	$1,025	$875	$875	$995
6021 FICA-MED/SS	$19,700	$21,621	$23,379	$21,667	$24,024
6022 TMRS-EMPLOYER	$44,228	$47,079	$41,754	$41,580	$42,985
6025 WORKER COMPENSATION INS.	$200	$212	$237	$176	$200
PERSONNEL SERVICES	**$367,694**	**$407,641**	**$348,628**	**$352,113**	**$359,332**
6101 OFFICE AND COMPUTER SUPPLIES	$360	$3,208	$1,000	$1,000	$1,500
6102 EDUCATIONAL SUPPLIES	$68	$286	$0	$0	$0
6105 FOOD SUPPLIES	$0	$368	$500	$500	$1,000
6107 CLOTHING AND UNIFORMS		$0	$200	$200	$400
6119 OTHER SUPPLIES		$0	$0	$0	$1,000
SUPPLIES	**$428**	**$3,862**	**$1,700**	**$1,700**	**$2,900**
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$0**	**$0**
6312 COMMUNICATION SERVICES	$1,920	$2,020	$2,304	$2,304	$1,800
6329 OTHER SERVICES		$38	$0	$0	$1,000
6333 DUES AND SUBSCRIPTIONS	$4,200	$3,545	$5,000	$4,000	$5,000
6334 AUTOMOBILE ALLOWANCES	$14,400	$14,940	$19,200	$16,800	$16,800
6337 TRAINING	$695	$4,447	$5,000	$3,500	$5,000
SERVICES AND CHARGES	**$25,828**	**$28,821**	**$39,504**	**$32,604**	**$37,600**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL GENERAL-ADMINISTRATIVE	**$393,950**	**$440,324**	**$389,832**	**$386,417**	**$399,832**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	PERMITS/INSPCTNS.	100-112 PERMITS/INSPCTNS.

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$58,470	$74,236	$67,238	$127,529	$123,453
6003 WAGES-FULL TIME	$180,760	$188,305	$226,450	$165,459	$168,694
6005 WAGES-OVERTIME	$5,011	$2,937	$5,408	$3,684	$3,863
6009 WAGES-OTHER	$12,520	$14,104	$0	$7,474	$15,290
6011 VACATION PAY	$15,045	$13,821	$15,044	$14,480	$18,517
6012 SICK PAY	$6,447	$4,260	$14,786	$10,823	$12,742
6013 EMERGENCY PAY	$0	$828	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$3,667
6019 MISCELLANEOUS PAY	$970	$1,530	$1,955	$1,955	$2,315
6021 FICA-MED/SS	$19,999	$20,274	$25,537	$24,509	$26,935
6022 TMRS-EMPLOYER	$38,567	$39,349	$45,608	$45,638	$48,193
6025 WORKER COMPENSATION INS.	$1,017	$914	$1,523	$1,000	$1,100
PERSONNEL SERVICES	**$338,806**	**$360,558**	**$403,549**	**$402,551**	**$424,769**
6101 OFFICE AND COMPUTER SUPPLIES	$2,830	$2,776	$2,500	$2,500	$3,000
6102 EDUCATIONAL SUPPLIES	$1,537	$512	$4,000	$2,500	$1,500
6105 FOOD SUPPLIES	$0	$28	$0	$0	$0
6106 MATERIALS AND PARTS	$0	$0	$1,000	$0	$0
6107 CLOTHING AND UNIFORMS	$2,945	$2,404	$3,000	$3,000	$4,000
6108 FUEL, OIL AND LUBRICANTS	$5,653	$7,638	$7,500	$7,500	$7,500
6119 OTHER SUPPLIES	$347	$4	$0	$0	$0
SUPPLIES	**$13,312**	**$13,363**	**$18,000**	**$15,500**	**$16,000**
6205 VEHICLE MAINTENANCE	$5,414	$11,090	$6,000	$5,000	$5,000
REPAIRS AND MAINTENANCE	**$5,414**	**$11,090**	**$6,000**	**$5,000**	**$5,000**
6304 PROFESSIONAL SERVICES, OTHER	$10,114	$775	$5,000	$5,000	$10,000
6312 COMMUNICATION SERVICES	$5,028	$5,300	$5,100	$5,100	$5,100
6332 TRAVEL AND MEALS	$8,734	$3,545	$10,000	$11,000	$11,000
6333 DUES AND SUBSCRIPTIONS	$141	$398	$1,000	$1,500	$1,500
6337 TRAINING	$3,975	$6,074	$9,000	$11,000	$11,000
6362 PERMITS AND LICENSES	$629	$55	$800	$800	$800
SERVICES AND CHARGES	**$28,621**	**$16,147**	**$30,900**	**$34,400**	**$39,400**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
6998 TRANSFER TO FLEET REPLACEMENT	$0	$30,000	$0	$0	$0
TRANSFERS	**$0**	**$30,000**	**$0**	**$0**	**$0**
TOTAL GENERAL-PERMITS/INSPCTNS.	**$386,153**	**$431,157**	**$458,449**	**$457,451**	**$485,169**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	MAYOR AND COUNCIL	100-113 MAYOR AND COUNCIL

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6004 WAGES- PART TIME	$26,200	$27,146	$30,600	$25,072	$30,600
6021 FICA- MED/ SS	$2,004	$2,027	$2,341	$1,913	$2,341
6025 WORKER COMPENSATION INS.	$40	$37	$57	$35	$57
PERSONNEL SERVICES	**$28,244**	**$29,210**	**$32,998**	**$27,020**	**$32,998**
6101 OFFICE AND COMPUTER SUPPLIES	$82	$104	$100	$100	$100
6105 FOOD SUPPLIES	$1,787	$1,147	$2,000	$2,000	$2,000
6119 OTHER SUPPLIES	$8,544	$6,098	$9,000	$9,000	$12,000
SUPPLIES	**$10,413**	**$7,349**	**$11,100**	**$11,100**	**$14,100**
6304 PROFESSIONAL SERVICES- OTHER	$0	$0	$20,000	$15,000	$20,000
6329 OTHER SERVICES	$0	$22	$100	$100	$100
6332 TRAVEL AND MEALS	$1,820	$20	$10,000	$4,500	$10,000
6333 DUES AND SUBSCRIPTIONS	$3,496	$3,512	$7,000	$7,000	$7,000
6337 TRAINING	$325	$0	$3,000	$2,000	$3,000
6398 BANQUETS, DEDICATION, RECEP	$7,887	$10,068	$13,000	$12,000	$15,000
SERVICES AND CHARGES	**$13,528**	**$13,622**	**$53,100**	**$40,600**	**$55,100**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL MAYOR AND COUNCIL	**$52,185**	**$50,181**	**$97,198**	**$78,720**	**$102,198**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	CITY SECRETARY	100-114 CITY SECRETARY

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$83,288	$93,743	$88,955	$138,280	$139,329
6003 WAGES-FULL TIME	$108,837	$101,281	$115,606	$65,863	$67,805
6005 WAGES-OVERTIME	$4,508	$4,057	$4,120	$2,500	$4,120
6009 WAGES-OTHER	$10,262	$10,170	$0	$6,654	$11,242
6011 VACATION PAY	$16,063	$13,470	$16,436	$14,251	$17,371
6012 SICK PAY	$8,345	$5,351	$11,159	$9,829	$9,368
6013 EMERGENCY PAY	636	$0	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$2,232
6019 MISCELLANEOUS PAY	$2,585	$2,175	$2,455	$2,455	$2,695
6021 FICA-S.S. AND MEDICARE TAXES	$16,950	$16,064	$18,466	$18,199	$19,749
6022 TMRS-EMPLOYER	$32,511	$30,237	$32,980	$33,237	$35,334
6025 WORKER COMPENSATION INS.	$451	$424	$474	$352	$400
PERSONNEL SERVICES	**$284,436**	**$276,972**	**$290,651**	**$291,620**	**$309,645**
6101 OFFICE AND COMPUTER SUPPLIES	$14,021	$10,979	$15,000	$18,500	$15,000
6102 EDUCATIONAL SUPPLIES	$626	$313	$1,200	$1,150	$1,200
6104 JANITORIAL AND CLEANING SUPPLY	$346	$367	$600	$550	$600
6105 FOOD SUPPLIES	$738	$755	$1,100	$1,075	$1,200
6109 POSTAGE	$630	$401	$1,400	$1,400	$1,400
6119 OTHER SUPPLIES	$290	$147	$600	$485	$600
SUPPLIES	**$16,651**	**$12,963**	**$19,900**	**$23,160**	**$20,000**
6201 OFFICE EQUIPMENT MAINT.	$0	$0	$600	$400	$400
6206 BUILDING MAINTENANCE	$25,139	$0	$0	$0	$0
REPAIRS AND MAINTENANCE	**$25,139**	**$0**	**$600**	**$400**	**$400**
6304 PROF.SERV.-OTHER	$1,108	$9,108	$10,000	$10,000	$15,000
6312 COMMUNICATION SERVICES	$768	$768	$868	$868	$900
6316 PRINTING AND BINDING	$32	$26	$100	$75	$100
6329 OTHER SERVICES	$1,915	$1,906	$1,200	$1,000	$1,200
6332 TRAVEL AND MEALS	$5,483	$6,684	$11,000	$8,950	$11,000
6333 DUES AND SUBSCRIPTIONS	$1,368	$2,002	$4,000	$4,000	$4,200
6335 ADVERTISING COST	$11,933	$19,218	$20,000	$20,000	$25,000
6337 TRAINING	$2,320	$3,418	$6,500	$5,650	$6,500
6371 ELECTION SERVICES	$1,317	$1,780	$50,000	$2,500	$50,000
SERVICES AND CHARGES	**$26,244**	**$44,911**	**$103,668**	**$53,043**	**$113,900**
TOTAL CITY SECRETARY	**$352,470**	**$334,846**	**$414,819**	**$368,223**	**$443,945**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	HUMAN RESOURCES	100-115 HUMAN RESOURCES

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$100,579	$110,235	$107,325	$107,089	$106,719
6003 WAGES-FULL TIME	$92,257	$89,169	$102,312	$102,624	$99,966
6004 WAGES-PART TIME	$26,739	$24,150	$32,960	$32,960	$32,960
6005 WAGES-OVERTIME	$3,047	$3,353	$6,180	$4,000	$6,180
6009 WAGES-OTHER	$10,509	$10,882	$0	$6,301	$11,187
6011 VACATION PAY	$12,016	$10,857	$14,758	$12,636	$16,432
6012 SICK PAY	$4,841	$6,665	$11,730	$7,416	$9,323
6013 EMERGENCY PAY	$402	$194	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$3,729
6019 MISCELLANEOUS PAY	$1,220	$1,400	$1,580	$1,580	$1,760
6021 FICA-S.S. AND MEDICARE TAXES	$17,945	$17,282	$21,294	$20,500	$22,178
6022 TMRS-EMPLOYER	$30,908	$30,501	$33,385	$33,223	$35,029
6025 WORKER COMPENSATION INS.	$301	$318	$355	$264	$300
6026 STATE UNEMPLOYMENT TAXES	$3,678	$0	$10,000	$10,000	$10,000
PERSONNEL SERVICES	**$304,442**	**$305,006**	**$341,879**	**$338,593**	**$355,763**
6101 OFFICE AND COMPUTER SUPPLIES	$5,503	$3,741	$6,000	$6,000	$6,000
6102 EDUCATIONAL SUPPLIES	$1,392	$1,615	$1,500	$1,500	$1,500
6105 FOOD SUPPLIES	$2,516	$1,571	$3,000	$3,000	$3,000
6107 CLOTHING AND UNIFORMS	$0	$0	$300	$200	$300
6108 FUEL, OIL AND LUBRICANTS	$0	$0	$200	$0	$0
6109 POSTAGE	$134	$136	$200	$100	$150
6119 OTHER SUPPLIES	$7,453	$9,754	$8,000	$8,000	$8,000
SUPPLIES	**$16,998**	**$16,817**	**$19,200**	**$18,800**	**$18,950**
6205 VEHICLE MAINTENANCE	$608	$233	$500	$0	$0
REPAIRS AND MAINTENANCE	**$608**	**$233**	**$500**	**$0**	**$0**
6304 PROF.SERV.-OTHER	$0	$5,000	$30,000	$30,000	$6,000
6312 COMMUNICATION SERVICES	$768	$768	$768	$768	$900
6329 OTHER SERVICES	$34,092	$34,146	$40,000	$40,000	$40,000
6332 TRAVEL AND MEALS	$52	$1,260	$5,800	$7,000	$5,800
6333 DUES AND SUBSCRIPTIONS	$1,334	$1,224	$1,800	$1,800	$1,800
6335 ADVERTISING COST	$0	$969	$3,500	$2,000	$2,000
6337 TRAINING	$5,560	$10,064	$24,000	$24,000	$24,000
6398 BANQUETS, DEDICATION, RECEP	$10,155	$10,184	$11,000	$11,000	$11,000
SERVICES AND CHARGES	**$51,961**	**$63,615**	**$116,868**	**$116,568**	**$91,500**
TOTAL HUMAN RESOURCES	**$374,009**	**$385,671**	**$478,447**	**$473,961**	**$466,213**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	FINANCE	100-116 FINANCE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$201,692	$224,735	$259,712	$248,347	$256,111
6003 WAGES-FULL TIME	$69,081	$62,332	$75,404	$67,851	$73,345
6004 WAGES-PART TIME	$7,675	$6,358	$0	$0	$0
6005 WAGES-OVERTIME	$1,645	$1,950	$1,545	$2,000	$1,545
6009 WAGES-OTHER	$14,802	$13,552	$0	$11,143	$17,537
6011 VACATION PAY	$16,531	$18,389	$18,482	$18,695	$19,295
6012 SICK PAY	$8,056	$19,867	$17,554	$12,423	$14,614
6013 EMERGENCY PAY	$1,797	$0	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$2,947
6019 MISCELLANEOUS PAY	$1,650	$1,710	$1,300	$1,435	$1,830
6021 FICA-S.S. AND MEDICARE TAXES	$24,120	$25,105	$28,968	$27,763	$30,006
6022 TMRS-EMPLOYER	$43,738	$45,340	$51,736	$50,090	$53,688
6025 WORKER COMPENSATION INS.	$551	$583	$711	$525	$600
6101 OFFICE AND COMPUTER SUPPLIES	$3,635	$4,119	$6,000	$3,000	$4,000
6102 EDUCATIONAL SUPPLIES	$0	$0	$0	$1,000	$500
6105 FOOD SUPPLIES	$150	$289	$100	$100	$100
6107 CLOTHING AND UNIFORMS	$379	$487	$600	$600	$600
6108 FUEL, OIL AND LUBRICANTS	$0	$20	$0	$0	$0
6109 POSTAGE	$100	$67	$300	$100	$100
6119 OTHER SUPPLIES	$0	$906	$200	$200	$200
SUPPLIES	**$4,264**	**$5,888**	**$7,200**	**$5,000**	**$5,500**
6204 OTHER EQUIPMENT MAINTENANCE	$345	$795	$350	$500	$500
REPAIRS AND MAINTENANCE	**$345**	**$795**	**$350**	**$500**	**$500**
6301 PROF.SERV.-AUDIT AND ACCTNG.	$50,860	$72,340	$70,000	$80,000	$70,000
6304 PROF.SERV.-OTHER	$9,372	$10,330	$15,000	$16,500	$15,000
6312 COMMUNICATION SERVICES	$1,362	$1,719	$2,236	$2,000	$2,000
6316 PRINTING AND BINDING	$870	$968	$1,000	$1,000	$1,000
6317 APPRAISAL SERVICES	$43,973	$46,496	$46,500	$46,500	$46,500
6332 TRAVEL AND MEALS	$4,267	$6,394	$5,900	$6,500	$7,000
6333 DUES AND SUBSCRIPTIONS	$1,715	$2,587	$2,500	$2,500	$2,500
6335 ADVERTISING COST	$6,869	$7,957	$6,000	$3,000	$3,000
6337 TRAINING	$2,511	$3,562	$5,000	$5,000	$5,000
6397 CREDIT CARD PROCESSING FEE	$96,651	$118,380	$115,000	$115,000	$115,000
6399 SERVICE CHARGES	$18,446	$18,434	$22,000	$22,000	$22,000
SERVICES AND CHARGES	**$236,896**	**$289,168**	**$291,136**	**$300,000**	**$289,000**
TOTAL FINANCE	**$632,843**	**$715,774**	**$754,098**	**$745,772**	**$766,518**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	INFORMATION SYSTEMS	100-117 INFORMATION

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES- ADMINISTRATIVE	$191,718	$194,361	$204,945	$188,750	$145,592
6003 WAGES- FULL TIME	$0	$0	$0	$19,760	$54,225
6005 WAGES-OVERTIME	$0	$0	$0	$2,500	$2,575
6009 WAGES- OTHER	$10,167	$10,065	$0	$5,361	$10,686
6011 VACATION PAY	$9,894	$15,204	$13,003	$9,087	$13,357
6012 SICK PAY	$3,226	$3,525	$12,136	$7,933	$8,905
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$3,562
6019 MISCELLANEOUS PAY	$1,435	$1,615	$1,795	$1,795	$1,975
6021 FICA-S.S. AND MEDICARE TAXES	$17,324	$17,177	$18,827	$18,932	$19,533
6022 TMRS-EMPLOYER	$31,576	$31,224	$33,625	$34,111	$34,950
6025 WORKER COMPENSATION INS.	$1,042	$1,070	$1,050	$931	$990
PERSONNEL SERVICES	**$266,382**	**$274,241**	**$285,381**	**$289,160**	**$296,350**
6101 OFFICE AND COMPUTER SUPPLIES	$42,153	$45,408	$40,000	$40,000	$40,000
6103 COMPUTER EQUIPMENT <$20,000	$2,550	$0	$0	$0	$107,500
6107 CLOTHING AND UNIFORMS	$192	$0	$300	$300	$500
6109 POSTAGE	$46	$159	$100	$100	$100
SUPPLIES	**$44,941**	**$45,567**	**$40,400**	**$40,400**	**$148,100**
6201 OFFICE EQUIPMENT MAINTENANCE	$12,026	$1,249	$7,500	$7,500	$7,500
6202 COMPUTER EQUIPMENT MAINT	$291	$0	$1,200	$1,200	$1,200
REPAIRS AND MAINTENANCE	**$12,317**	**$1,249**	**$8,700**	**$8,700**	**$8,700**
6304 PROF.SERV.-OTHER	$39,720	$12,013	$40,000	$15,000	$40,000
6312 COMMUNICATION SERVICES	$79,025	$72,200	$87,000	$87,000	$90,000
6320 COMPUTER SOFTWARE SERV.	$199,589	$199,933	$226,622	$395,000	$372,000
6332 TRAVEL AND MEALS	$691	$1,194	$1,500	$500	$3,000
6333 DUES AND SUBSCRIPTIONS	$1,064	$1,039	$1,000	$1,000	$1,000
6334 AUTOMOBILE ALLOWANCES	$9,600	$9,600	$9,600	$9,600	$9,600
6337 TRAINING	$1,645	$395	$3,000	$2,000	$3,000
SERVICES AND CHARGES	**$331,334**	**$296,374**	**$368,722**	**$510,100**	**$518,600**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
6999 TRANSFER TO CAPITAL PROJ. FUND	$0	$0	$150,000	$0	$0
TRANSFERS	**$0**	**$0**	**$150,000**	**$0**	**$0**
TOTAL INFORMATION SYSTEMS	**$654,974**	**$617,432**	**$853,203**	**$848,360**	**$971,750**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	LEGAL	100-118 LEGAL

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6102 EDUCATIONAL SUPPLIES	$0	$210	$0	$0	$0
SUPPLIES	**$0**	**$210**	**$0**	**$0**	**$0**
6303 PROF.SERV.-LEGAL	$159,704	$117,385	$142,000	$125,000	$142,000
SERVICES AND CHARGES	**$159,704**	**$117,385**	**$142,000**	**$125,000**	**$142,000**
TOTAL LEGAL	**$159,704**	**$117,595**	**$142,000**	**$125,000**	**$142,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	NON-DEPARTMENTAL	100-119 NON-DEPARTMENTAL

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
PERSONNEL SERVICES	**$0**	**$0**	**$0**	**$0**	**$0**
6101 OFFICE AND COMPUTER SUPPLIES	$5,248	$4,148	$4,700	$4,000	$4,500
6108 FUEL, OIL AND LUBRICANTS	$0	$43	$9,000	$0	$0
6109 POSTAGE	$12,223	$9,750	$12,200	$9,000	$9,000
SUPPLIES	**$17,471**	**$13,942**	**$25,900**	**$13,000**	**$13,500**
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$0**	**$0**
6329 OTHER SERVICES	$33,709	$22,206	$22,800	$25,000	$25,000
6330 INSURANCE	$237,903	$236,069	$260,000	$325,000	$325,000
6336 EQUIPMENT RENTALS	$50,302	$35,354	$30,280	$30,280	$32,000
6339 PRIOR YEAR DELINQUENT TAXES		$0	$0	$75,000	$30,000
6340 SPECIAL EVENTS	$0	$0	$47,300	$23,650	$47,300
6346 ECONOMIC DEVELOPMENT AGREEMENT	$174,162	$146,968	$170,000	$156,937	$180,000
6399 SERVICE CHARGES	$0	$13	$0	$0	$0
SERVICES AND CHARGES	**$496,076**	**$440,610**	**$530,380**	**$635,867**	**$639,300**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
6691 TRANSFER OUT	$20,000	$20,000	$30,000	$100,000	$126,000
6998 TRANSFER TO FLEET REPLACEMENT	$0	$0	$200,000	$100,000	$108,000
TRANSFERS	**$2,130,591**	**$2,231,241**	**$2,617,391**	**$2,500,000**	**$2,534,000**
TOTAL NON-DEPARTMENTAL	**$2,644,138**	**$2,685,792**	**$3,173,671**	**$3,148,867**	**$3,186,800**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	POLICE DEPARTMENT	100-121 -POLICE DEPARTMENT

DETAILS

LINE ITEMS	2018 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$280,801	$424,920	$298,384	$283,557	$277,993
6003 WAGES-FULL TIME	$2,637,588	$2,511,573	$3,099,565	$2,936,868	$3,092,504
6004 WAGES-PART TIME	$43,902	$32,381	$60,384	$61,942	$64,936
6005 WAGES-OVERTIME	$429,202	$452,472	$371,948	$408,325	$412,144
6009 WAGES-OTHER	$165,358	$165,981	$0	$102,804	$177,196
6011 VACATION PAY	$190,114	$196,295	$206,850	$158,024	$216,375
6012 SICK PAY	$99,144	$158,791	$168,658	$144,748	$147,663
6013 EMERGENCY PAY	$6,075	$3,670	$0	$1,836	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$26,028
6019 MISCELLANEOUS PAY	$29,835	$30,175	$26,595	$25,830	$26,645
6021 FICA-MED/SS	$286,194	$281,336	$325,734	$311,311	$341,619
6022 TMRS-EMPLOYER	$529,061	$519,392	$573,495	$557,868	$602,342
6024 HEALTH INSURANCE	$0	$0	$0	$0	$0
6025 WORKER COMPENSATION INS.	$58,311	$59,424	$58,626	$56,466	$56,135
PERSONNEL SERVICES	**$4,755,585**	**$4,836,410**	**$5,190,239**	**$5,049,579**	**$5,441,580**
6101 OFFICE AND COMPUTER SUPPLIES	$11,935	$19,066	$15,000	$15,000	$15,000
6102 EDUCATIONAL SUPPLIES	$3,659	$408	$1,500	$1,500	$1,500
6104 JANITORIAL SUPPLIES	$311	$310	$500	$500	$500
6105 FOOD SUPPLIES	$6,530	$6,488	$6,500	$6,500	$6,500
6106 MATERIALS AND PARTS	$61,346	$57,103	$60,000	$60,000	$60,000
6107 CLOTHING AND UNIFORMS	$57,358	$44,690	$40,000	$45,000	$40,000
6108 FUEL, OIL AND LUBRICANTS	$80,347	$98,008	$95,000	$80,000	$90,000
6109 POSTAGE	$517	$519	$2,000	$2,000	$2,000
6119 OTHER SUPPLIES	$3,312	$861	$1,500	$0	$0
SUPPLIES	**$225,315**	**$227,452**	**$222,000**	**$210,500**	**$215,500**
6201 OFFICE EQUIPMENT MAINTENANCE	$363	$870	$1,500	$1,500	$1,500
6203 RADIO EQUIPMENT MAINTENANCE	$0	$2,406	$0	$0	$0
6204 OTHER EQUIPMENT MAINTENANCE	$8,221	$17,595	$10,000	$10,000	$10,000
6205 VEHICLE MAINTENANCE	$70,357	$115,724	$55,000	$75,000	$75,000
6206 BUILDING MAINTENANCE	$0	$18,185	$30,000	$4,000	$0
REPAIRS AND MAINTENANCE	**$78,941**	**$154,778**	**$96,500**	**$90,500**	**$86,500**
6304 PROFESSIONAL SERVICES,OTHER	$25,292	$22,883	$12,000	$14,000	$14,000
6312 COMMUNICATION SERVICES	$83,924	$89,051	$70,000	$75,000	$60,000
6316 PRINTING AND BINDING	$0	$426	$500	$0	$0
6318 ANIMAL CONTROL-HARRIS COUNTY	$22,000	$26,000	$30,000	$24,000	$24,000
6320 SOFTWARE SERVICE	$0	$845	$0	$0	$25,400
6324 JAIL SERVICE EXPENSE	$2,994	$5,940	$10,000	$5,000	$10,000
6325 BUY MONEY	$2,500	$2,000	$4,000	$2,000	$5,000
6328 BIKE PATROL	$1,050	$0	$3,000	$3,000	$3,000
6329 OTHER SERVICES	$850	$3,659	$2,500	$2,500	$2,500
6332 TRAVEL AND MEALS	$33,800	$44,778	$20,000	$25,000	$20,000

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	POLICE DEPARTMENT	100-121 -POLICE DEPARTMENT

DETAILS

LINE ITEMS	2018 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6333 DUES AND SUBSCRIPTIONS	$3,944	$4,320	$7,000	$5,000	$5,000
6336 EQUIPMENT RENTALS	$524	$492	$420	$400	$400
6337 TRAINING	$38,058	$41,888	$40,000	$40,000	$40,000
SERVICES AND CHARGES	**$214,936**	**$242,280**	**$199,420**	**$195,900**	**$209,300**
6402 COMPUTER EQUIPMENT	$0	$1,305	$0	$0	$0
6404 RADIO EQUIPMENT	$0	$0	$0	$25,000	$25,000
CAPITAL OUTLAY	**$0**	**$1,305**	**$0**	**$25,000**	**$25,000**
6998 TRANSFER TO FLEET REPLACEMENT	$104,812	$139,500	$0	$0	$0
TRANSFERS	**$104,812**	**$139,500**	**$0**	**$0**	**$0**
TOTAL-POLICE DEPARTMENT	**$5,379,589**	**$5,601,730**	**$5,708,159**	**$5,571,479**	**$5,977,880**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	MUNICIPAL COURT	100-122 - MUNICIPAL COURT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$55,951	$58,643	$70,152	$70,647	$70,801
6003 WAGES-FULL TIME	$102,967	$115,220	$152,727	$127,432	$136,738
6004 WAGES-PART TIME	$43,405	$36,826	$38,156	$38,154	$41,873
6005 WAGES-OVERTIME	$2,318	$4,786	$8,240	$8,240	$8,240
6009 WAGES-OTHER	$8,634	$9,115	$0	$6,197	$10,842
6011 VACATION PAY	$12,960	$9,035	$13,857	$15,348	$10,588
6012 SICK PAY	$3,968	$2,765	$12,083	$19,814	$9,035
6013 EMERGENCY PAY	$0	$63	$0	$58	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$0
6019 MISCELLANEOUS PAY	$1,860	$2,115	$2,220	$2,220	$840
6021 FICA-MED/SS	$17,329	$17,801	$22,877	$21,721	$22,206
6022 TMRS-EMPLOYER	$25,946	$27,681	$35,644	$34,333	$34,000
6025 WORKER COMPENSATION INS.	$561	$535	$652	$484	$559
PERSONNEL SERVICES	**$275,899**	**$284,584**	**$356,608**	**$344,648**	**$345,722**
6101 OFFICE AND COMPUTER SUPPLIES	$3,387	$3,268	$3,000	$3,500	$3,500
6102 EDUCATIONAL SUPPLIES	$556	$461	$400	$400	$400
6107 CLOTHING AND UNIFORMS	$0	$480	$500	$500	$500
SUPPLIES	**$3,943**	**$4,209**	**$3,900**	**$4,400**	**$4,400**
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$0**	**$0**
6303 PROFESSIONAL SERVICES,LEGAL	$59,500	$59,720	$70,000	$60,000	$60,000
6312 COMMUNICATION SERVICES	$0	$320	$768	$800	$900
6316 PRINTING AND BINDING	$1,316	$785	$1,600	$1,500	$2,000
6329 OTHER SERVICES	$396	$181	$2,080	$1,500	$1,500
6332 TRAVEL AND MEALS	$2,154	$3,271	$5,000	$4,000	$5,000
6333 DUES AND SUBSCRIPTIONS	$1,602	$1,270	$1,100	$1,100	$1,300
6337 TRAINING	$2,257	$3,107	$5,850	$5,000	$5,500
SERVICES AND CHARGES	**$67,225**	**$68,654**	**$86,398**	**$73,900**	**$76,200**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL-MUNICIPAL COURT	**$347,067**	**$357,447**	**$446,906**	**$422,948**	**$426,322**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	COMMUNITY CENTER	100-131 - COMMUNITY CTR

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$43,832	$48,020	$45,525	$46,308	$46,710
6003 WAGES-FULL TIME	$31,435	$29,848	$34,758	$30,420	$29,721
6004 WAGES-PART TIME	$18,781	$17,407	$25,473	$23,969	$27,005
6005 WAGES-OVERTIME	$1,036	$1,192	$1,545	$3,161	$2,060
6009 WAGES-OTHER	$4,226	$3,683	$0	$2,815	$4,078
6011 VACATION PAY	$4,447	$4,086	$5,928	$7,624	$5,749
6012 SICK PAY	$1,443	$3,549	$4,223	$11,634	$3,398
6013 EMERGENCY PAY	$427	$202	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$838
6019 MISCELLANEOUS PAY	$980	$1,100	$1,220	$1,220	$435
6021 FICA-MED/SS	$7,669	$7,483	$9,127	$9,536	$9,267
6022 TMRS-EMPLOYER	$12,115	$11,918	$12,820	$14,219	$12,885
6025 WORKER COMPENSATION INS.	$301	$318	$355	$264	$300
PERSONNEL SERVICES	**$126,692**	**$128,806**	**$140,974**	**$151,170**	**$142,446**
6101 OFFICE AND COMPUTER SUPPLIES	$432	$699	$1,000	$1,000	$1,000
6104 JANITORIAL SUPPLIES	$172	$190	$500	$500	$500
6105 FOOD SUPPLIES	$6,332	$7,092	$6,750	$6,750	$8,000
6108 FUEL,OIL AND LUBRICANTS	$187	$147	$500	$0	$0
6119 OTHER SUPPLIES	$3,769	$8,709	$6,500	$6,500	$8,000
6130 FURNITURE <$20,000	$1,028	$525	$1,500	$3,000	$1,500
SUPPLIES	**$11,920**	**$17,362**	**$16,750**	**$17,750**	**$19,000**
6204 OTHER EQUIPMENT MAINTENANCE	$0	$0	$400	$400	$400
6205 VEHICLE MAINTENANCE	$1,041	$126	$400	$0	$0
6206 BUILDING MAINTENANCE	$0	$4,800	$0	$0	$0
REPAIRS AND MAINTENANCE	**$1,041**	**$4,926**	**$800**	**$400**	**$400**
6329 OTHER SERVICES	$585	$990	$1,750	$1,500	$1,750
6332 TRAVEL AND MEALS	$2,984	$2,036	$3,650	$2,500	$4,000
6335 ADVERTISING COST	$3,763	$2,890	$3,500	$3,500	$3,500
6362 PERMITS AND LICENSES	$61	$138	$200	$200	$200
SERVICES AND CHARGES	**$7,393**	**$6,053**	**$9,100**	**$7,700**	**$9,450**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL-COMMUNITY CENTER	**$147,046**	**$157,148**	**$167,624**	**$177,020**	**$171,296**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	FIRE DEPARTMENT	100-142 - FIRE DEPARTMENT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$230,717	$292,254	$261,469	$260,239	$257,763
6003 WAGES - FULL TIME	$784,084	$689,517	$1,018,889	$951,535	$1,070,077
6004 WAGES - PART TIME	$364,976	$262,517	$119,348	$142,813	$208,639
6005 WAGES - OVERTIME	$257,524	$162,035	$184,957	$209,213	$188,330
6009 WAGES - OTHER	$50,908	$55,919	$0	$32,479	$74,766
6010 FIRE RUN PAYMENTS	$46,200	$32,600	$29,200	$30,000	$29,200
6011 VACATION PAY	$35,821	$50,217	$69,977	$71,783	$76,822
6012 SICK PAY	$21,168	$31,313	$66,909	$47,838	$62,305
6013 EMERGENCY PAY	$134	$0	$0	$1,602	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$12,611
6019 MISCELLANEOUS PAY	$4,305	$5,545	$4,835	$4,835	$6,485
6020 VOLUNTEERS' STATE RETIREMENT	$0	$0	$5,000	$5,000	$5,000
6021 SOCIAL SECURITY AND MEDICARE TAX	$133,724	$114,344	$134,936	$130,783	$152,802
6022 TMRS-RETIREMENT-EMPLOYER	$186,117	$166,077	$219,159	$219,480	$239,020
6024 HEALTH INSURANCE	$0	$0	$0	$0	$0
6025 WORKER COMPENSATION INS.	$20,227	$21,822	$19,567	$26,652	$26,850
6030 EMPLOYEE TUITION REIMBURSEMENT	$2,558	$1,782	$8,000	$8,000	$8,000
PERSONNEL SERVICES	**$2,138,463**	**$1,885,942**	**$2,142,246**	**$2,142,252**	**$2,418,670**
6101 OFFICE AND COMPUTER SUPPLIES	$8,111	$8,893	$6,250	$7,350	$7,350
6102 EDUCATIONAL SUPPLIES	$12,054	$9,939	$10,600	$10,450	$15,800
6104 JANITORIAL SUPPLIES	$5,677	$17,960	$5,750	$6,900	$6,900
6105 FOOD SUPPLIES	$7,584	$6,626	$13,550	$12,850	$12,850
6106 MATERIALS AND PARTS	$1,765	$2,159	$7,300	$6,100	$6,100
6107 CLOTHING AND UNIFORMS	$88,118	$115,000	$107,350	$123,100	$95,800
6108 FUEL, OIL AND LUBRICANTS	$32,578	$38,582	$39,750	$39,750	$39,750
6109 POSTAGE	$78	$97	$135	$135	$135
6110 CHEMICAL SUPPLIES	$3,421	$3,351	$12,720	$10,980	$11,250
6119 OTHER SUPPLIES	$73,216	$46,428	$14,550	$13,900	$8,900
6130 FURNITURE <$20,000	$600	$2,747	$4,000	$4,600	$4,000
6141 SCBA PARTS AND SUPPLIES	$40,971	$47,771	$25,100	$25,000	$15,000
6142 COMMUNICATION PARTS AND SUPPLIES	$27,156	$25,334	$39,000	$35,500	$34,500
6143 FF TOOL PARTS AND SUPPLIES	$18,129	$15,885	$34,000	$30,000	$26,500
SUPPLIES	**$319,458**	**$340,774**	**$320,055**	**$326,615**	**$284,835**
6201 OFFICE EQUIPMENT MAINTENANCE	$96	$0	$1,100	$1,100	$1,400
6204 OTHER EQUIPMENT MAINTENANCE	$5,746	$3,578	$7,500	$6,500	$6,600
6205 VEHICLE MAINTENANCE	$145,802	$180,896	$113,500	$178,272	$111,000
6206 BUILDING MAINTENANCE	$3,759	$6	$0	$0	$50,000
6219 OTHER MAINTENANCE	$18,379	$23,997	$16,500	$18,000	$18,000
6241 SCBA MAINT AND TESTING	$9,425	$10,046	$15,900	$13,500	$14,000

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	FIRE DEPARTMENT	100-142 - FIRE DEPARTMENT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6242 COMMUNICATION MAINTENANCE	$1,340	$14,749	$13,950	$13,200	$11,950
6243 FIREFIGHTING TOOL MAINTENANCE	$9,437	$12,888	$14,000	$13,000	$16,000
REPAIRS AND MAINTENANCE	**$193,984**	**$246,160**	**$182,450**	**$243,572**	**$228,950**
6304 PROFESSIONAL SERVICES-OTHER	$36,504	$17,299	$38,400	$29,000	$34,600
6312 COMMUNICATION SERVICES	$40,257	$37,755	$29,000	$30,000	$30,000
6316 PRINTING AND BINDING	$1,945	$648	$3,000	$2,500	$3,000
6329 OTHER SERVICES	$4,552	$3,578	$4,200	$6,700	$6,700
6332 TRAVEL AND MEALS	$23,805	$9,858	$17,700	$15,650	$20,200
6333 DUES AND SUBSCRIPTIONS	$10,756	$8,226	$9,000	$9,000	$9,000
6335 ADVERTISING COST	$2,475	$2,694	$2,500	$2,200	$2,500
6336 EQUIPMENT RENTALS	$3,192	$1,254	$1,600	$500	$500
6337 TRAINING	$33,256	$31,716	$38,060	$37,500	$35,300
6343 FIREFIGHTING TOOL RENTALS	$0	$0	$1,500	$1,500	$1,500
6350 CHILD SAFETY EDUCATION	$4,806	$2,580	$3,900	$3,750	$7,300
6398 BANQUETS, DEDICATIONS AND RECEPT	$5,065	$5,415	$6,350	$8,000	$6,000
SERVICES AND CHARGES	**$171,982**	**$122,244**	**$155,210**	**$146,300**	**$156,600**
6405 VEHICLE EQUIPMENT	$35,953	$46	$27,000	$27,414	$0
CAPITAL OUTLAY	**$35,953**	**$46**	**$27,000**	**$27,414**	**$0**
6998 TRANSFER TO FLEET REPLACEMENT	$37,000	$0	$0	$0	$0
TRANSFERS	**$37,000**	**$0**	**$0**	**$0**	**$0**
DEBT	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL-FIRE DEPARTMENT	**$2,896,840**	**$2,595,167**	**$2,826,961**	**$2,886,153**	**$3,089,055**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	EMERGENCY MANAGEMENT	100-143 EMERGENCY

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6101 OFFICE AND COMPUTER SUPPLIES	$0	$64	$0	$250	$250
6102 EDUCATIONAL SUPPLIES	$0	$0	$750	$750	$750
6105 FOOD SUPPLIES	$923	$388	$300	$300	$300
6107 CLOTHING AND UNIFORMS	$0	$1,584	$1,800	$900	$900
6119 OTHER SUPPLIES	$187	$223	$0	$0	$0
SUPPLIES	**$1,110**	**$2,258**	**$2,850**	**$2,200**	**$2,200**
6203 RADIO EQUIPMENT MAINTENANCE	$0	$0	$0	$250	$250
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$250**	**$250**
6304 PROF.SERV.-OTHER	$0	$79	$0	$700	$200
6312 COMMUNICATION SERVICES	$4,355	$4,542	$4,700	$4,800	$4,800
6316 PRINTING AND BINDING	$480	$0	$0	$0	$0
6320 COMPUTER SOFTWARE SERV.	$0	$0	$0	$1,100	$1,500
6332 TRAVEL AND MEALS	$1,130	$0	$1,500	$1,500	$1,500
6333 DUES AND SUBSCRIPTIONS	$240	$994	$600	$600	$600
6335 ADVERTISING COST	$0	$1,685	$1,500	$0	$0
6337 TRAINING	$675	$855	$1,200	$1,200	$1,200
6345 KTTF EXPENSES	$10,391	$9,156	$15,000	$14,940	$7,000
SERVICES AND CHARGES	**$17,271**	**$17,311**	**$24,500**	**$24,840**	**$16,800**
TOTAL EMERGENCY MANAGEMENT	**$18,381**	**$19,570**	**$27,350**	**$27,290**	**$19,250**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	ESD#15 STATION 5	100-145 - ESD#15 STATION 5

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$147,023	$243,480	$328,787	$392,611	$461,008
6004 WAGES-PART TIME	$0	$160,440	$155,490	$150,490	$79,802
6005 WAGES-OVERTIME	$52,620	$75,370	$65,345	$97,335	$95,041
6009 WAGES-OTHER	$6,160	$8,906	$0	$8,273	$26,371
6010 FIRE RUN PAYMENTS	$0	$15,880	$14,600	$20,000	$14,600
6011 VACATION PAY	$3,389	$12,442	$16,796	$21,877	$24,102
6012 SICK PAY	$968	$3,953	$16,093	$15,340	$21,976
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$2,844
6019 MISCELLANEOUS PAY	$0	$0	$1,265	$1,145	$1,655
6021 FICA-S.S. AND MEDICARE TAXES	$15,685	$37,406	$44,688	$52,884	$54,577
6022 TMRS-EMPLOYER	$28,820	$40,491	$57,816	$72,370	$85,943
6025 WORKER COMPENSATION INS.	$2,150	$4,646	$6,864	$116	$12,150
6030 EMPLOYEE TUITION REIMBURSE	$0	$0	$4,000	$4,000	$4,000
PERSONNEL SERVICES	**$256,815**	**$603,014**	**$711,744**	**$836,441**	**$884,069**
6101 OFFICE AND COMPUTER SUPPLIES	$1,447	$246	$750	$1,200	$1,200
6104 JANITORIAL AND CLEANING SUPPLY	$3,159	$3,824	$3,000	$5,000	$5,000
6105 FOOD SUPPLIES	$1,277	$1,604	$1,800	$1,800	$1,800
6106 MATERIALS AND PARTS	$0	$0	$2,000	$1,000	$2,000
6107 CLOTHING AND UNIFORMS	$2,655	$3,220	$53,740	$22,950	$22,800
6108 FUEL, OIL AND LUBRICANTS	$0	$44	$0	$0	$0
6119 OTHER SUPPLIES	$1,315	$939	$1,000	$1,500	$1,500
6130 FURNITURE<$20,000	$901	$0	$250	$250	$250
SUPPLIES	**$10,754**	**$9,877**	**$66,240**	**$35,450**	**$37,800**
6204 OTHER EQUIPMENT MAINT.	$0	$0	$600	$600	$600
6205 VEHICLE MAINTENANCE	$0	$27	$0	$0	$0
6206 BUILDING MAINTENANCE	$8,186	$19,942	$8,195	$8,535	$8,535
6219 OTHER MAINTENANCE	$0	$190	$0	$0	$0
6242 COMMUNICATION MAINTENANCE	$0	$0	$300	$300	$300
REPAIRS AND MAINTENANCE	**$8,186**	**$20,159**	**$9,095**	**$9,435**	**$9,435**
6304 PROF.SERV.-OTHER	$900	$0	$3,200	$2,000	$2,800
6312 COMMUNICATION SERVICES	$2,559	$1,935	$3,360	$2,860	$2,860
6313 UTILITIES	$20,122	$19,501	$26,125	$26,500	$26,500
6316 PRINTING AND BINDING	$0	$0	$333	$333	$333
6329 OTHER SERVICES	$0	$240	$0	$0	$0
6332 TRAVEL AND MEALS	$1,432	$0	$5,800	$600	$7,500
6333 DUES AND SUBSCRIPTIONS	$0	$0	$1,700	$800	$1,000
6337 TRAINING	$1,225	$807	$9,700	$6,200	$9,450
SERVICES AND CHARGES	**$26,238**	**$22,484**	**$50,218**	**$39,293**	**$50,443**
TOTAL GENERAL-ESD#15 STATION 5	**$301,993**	**$655,533**	**$837,297**	**$920,619**	**$981,747**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	PUBLIC WORKS ADM.	100-151-PUBLIC WORKS ADM.

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$34,910	$31,322	$33,777	$33,185	$34,362
6005 WAGES-OVERTIME	$342	$622	$1,030	$1,034	$1,030
6009 WAGES-OTHER	$1,560	$1,910	$0	$827	$1,809
6011 VACATION PAY	$1,823	$743	$1,407	$1,624	$1,507
6012 SICK PAY	$1,387	$814	$1,407	$845	$1,507
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$602
6019 MISCELLANEOUS PAY	$0	$75	$135	$135	$195
6021 FICA-MED/SS	$3,036	$2,591	$2,890	$2,881	$3,139
6022 TMRS-EMPLOYER	$5,479	$4,622	$5,161	$5,146	$5,616
6025 WORKER COMPENSATION INS.	$100	$106	$118	$88	$100
6030 EMPLOYEE TUITION REIMBURSEMENT	$0	$0	$0	$2,000	$4,000
PERSONNEL SERVICES	**$48,637**	**$42,805**	**$45,925**	**$47,765**	**$53,867**
6101 OFFICE AND COMPUTER SUPPLIES	$1,012	$1,095	$1,200	$1,200	$1,200
6102 EDUCATIONAL SUPPLIES	$124	$454	$400	$400	$400
6105 FOOD SUPPLIES	$2,801	$3,950	$3,000	$3,100	$3,200
6107 CLOTHING AND UNIFORMS	$275	$292	$300	$300	$300
6108 FUEL, OIL AND LUBRICANTS	$3,623	$3,960	$1,500	$1,500	$2,000
6109 POSTAGE		$0	$0	$0	$0
6119 OTHER SUPPLIES	$252	$263	$250	$250	$250
SUPPLIES	**$8,087**	**$10,015**	**$6,650**	**$6,750**	**$7,350**
6205 VEHICLE MAINTENANCE	$238	$1,131	$1,000	$1,000	$1,000
6206 BUILDING MAINTENANCE	$0	$305	$0	$0	$0
REPAIRS AND MAINTENANCE	**$238**	**$1,436**	**$1,000**	**$1,000**	**$1,000**
6312 COMMUNICATION SERVICES	$361	$527	$500	$300	$300
6329 OTHER SERVICES	$0	$535	$0	$0	$0
6332 TRAVEL AND MEALS	$0	$303	$300	$1,000	$1,500
6335 ADVERTISING COST	$0	$0	$0	$550	$0
6337 TRAINING	$0	$0	$3,000	$4,000	$5,000
SERVICES AND CHARGES	**$361**	**$1,366**	**$3,800**	**$5,850**	**$6,800**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL-PUBLIC WORKS ADM.	**$57,323**	**$55,620**	**$57,375**	**$61,365**	**$69,017**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	GARAGE	100-152 - GARAGE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$86,616	$69,181	$84,812	$82,339	$83,634
6005 WAGES-OVERTIME	$7,699	$9,890	$8,240	$10,000	$10,300
6009 WAGES-OTHER	$4,498	$3,154	$0	$2,282	$4,451
6011 VACATION PAY	$4,968	$3,991	$5,354	$6,216	$5,563
6012 SICK PAY	$2,897	$856	$4,997	$3,469	$3,709
6013 EMERGENCY PAY	$526	$0	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$816
6019 MISCELLANEOUS PAY	$965	$490	$880	$880	$1,000
6021 FICA-MED/SS	$7,883	$6,138	$8,045	$7,955	$8,452
6022 TMRS-EMPLOYER	$14,926	$11,478	$14,366	$14,487	$15,123
6025 WORKER COMPENSATION INS.	$1,994	$1,986	$2,000	$1,702	$1,800
PERSONNEL SERVICES	**$132,972**	**$107,164**	**$128,694**	**$129,330**	**$134,848**
6101 OFFICE AND COMPUTER SUPPLIES	$243	$56	$50	$50	$50
6106 MATERIALS AND PARTS	$976	$2,504	$4,000	$4,000	$4,000
6107 CLOTHING AND UNIFORMS	$1,096	$1,213	$1,130	$1,300	$1,475
6108 FUEL, OIL AND LUBRICANTS	$780	$1,115	$1,100	$1,650	$1,650
6119 OTHER SUPPLIES	$1,393	$1,522	$5,000	$4,500	$4,000
SUPPLIES	**$4,488**	**$6,410**	**$11,280**	**$11,500**	**$11,175**
6204 OTHER EQUIPMENT MAINTENANCE	$0	$58	$300	$300	$300
6205 VEHICLE MAINTENANCE	$33	$902	$500	$500	$500
6206 BUILDING MAINTENANCE	$169	$0	$10,000	$10,000	$0
6207 SYSTEM MAINTENANCE	$497	$5,372	$4,000	$4,000	$4,000
REPAIRS AND MAINTENANCE	**$699**	**$6,332**	**$14,800**	**$14,800**	**$4,800**
6312 COMMUNICATION SERVICES	$721	$1,373	$800	$1,300	$1,300
6329 OTHER SERVICES	$0	$6,600	$6,000	$0	$0
6332 TRAVEL AND MEALS	$0	$40	$0	$0	$0
6333 DUES AND SUBSCRIPTIONS	$1,728	$1,728	$2,000	$2,000	$2,000
6336 EQUIPMENT RENTALS	$473	$514	$500	$600	$600
6337 TRAINING	$180	$498	$1,200	$1,200	$1,200
6362 PERMITS AND LICENSES	$0	$61	$200	$100	$200
SERVICES AND CHARGES	**$3,102**	**$10,813**	**$10,700**	**$5,200**	**$5,300**
6405 VEHICLE EQUIPMENT	$0	$0	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL GENERAL-GARAGE	**$141,261**	**$130,720**	**$165,474**	**$160,830**	**$156,123**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	PARKS	100-153 - PARKS

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$145,283	$177,027	$211,884	$197,859	$207,016
6004 WAGES-PART TIME	$36,756	$39,637	$48,707	$55,931	$50,489
6005 WAGES-OVERTIME	$13,969	$13,968	$13,390	$14,000	$13,390
6009 WAGES-OTHER	$8,375	$10,887	$0	$6,075	$12,118
6011 VACATION PAY	$6,802	$10,969	$11,770	$10,875	$11,051
6012 SICK PAY	$4,355	$6,494	$9,371	$8,840	$9,146
6013 EMERGENCY PAY	$0	$847	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$0
6019 MISCELLANEOUS PAY	$1,595	$2,430	$2,325	$2,155	$1,225
6021 FICA-MED/SS	$16,022	$18,620	$22,926	$22,484	$23,461
6022 TMRS-EMPLOYER	$24,775	$28,933	$34,290	$33,021	$35,066
6025 WORKER COMPENSATION INS.	$2,666	$3,169	$3,200	$3,257	$3,350
PERSONNEL SERVICES	**$260,598**	**$312,981**	**$357,863**	**$354,497**	**$366,312**
6106 MATERIALS AND PARTS	$17,148	$20,051	$30,000	$30,000	$30,000
6107 CLOTHING AND UNIFORMS	$2,571	$4,429	$3,750	$3,950	$4,550
6108 FUEL, OIL AND LUBRICANTS	$9,132	$9,631	$10,000	$10,000	$12,000
6110 CHEMICAL SUPPLIES	$5,365	$4,989	$6,000	$6,000	$6,000
6119 OTHER SUPPLIES	$9,929	$35,104	$17,000	$17,000	$17,000
SUPPLIES	**$44,145**	**$74,205**	**$66,750**	**$66,950**	**$69,550**
6204 OTHER EQUIPMENT MAINTENANCE	$4,581	$6,462	$5,000	$6,700	$7,000
6205 VEHICLE MAINTENANCE	$1,411	$2,411	$3,100	$1,500	$2,000
6206 BUILDING MAINTENANCE	$0	$0	$15,000	$8,800	$0
6207 SYSTEM MAINTENANCE	$56,751	$66,958	$109,000	$112,400	$247,000
6219 OTHER MAINTENANCE	$0	$0	$0	$0	$16,000
REPAIRS AND MAINTENANCE	**$62,743**	**$75,830**	**$132,100**	**$129,400**	**$272,000**
6304 PROFESSIONAL SERVICES,OTHER	$555	$506	$0	$0	$0
6312 COMMUNICATION SERVICES	$2,497	$3,004	$2,700	$2,700	$2,700
6321 SYSTEM CONTRACT SERVICES	$10,249	$7,985	$10,000	$10,000	$10,000
6329 OTHER SERVICES	$456	$656	$500	$500	$0
6332 TRAVEL AND MEALS	$200	$69	$500	$500	$500
6336 EQUIPMENT RENTALS	$2,340	$3,507	$5,500	$5,500	$5,500
6337 TRAINING	$445	$395	$1,000	$1,000	$1,000
6362 PERMITS AND LICENSES	$0	$0	$0	$100	$100
SERVICES AND CHARGES	**$16,742**	**$16,123**	**$20,200**	**$20,300**	**$19,800**
6403 MACHINERY AND EQUIPMENT	$0	$41,972	$0	$0	$0
6406 LAND AND BUILDINGS	$0	$0	$0	$0	$0
6409 SYSTEM EXPANSION	$3,750	$0	$85,000	$85,000	$25,000
6412 JUERGENS PARK	$0	$4,447	$0	$0	$0
CAPITAL OUTLAY	**$3,750**	**$46,419**	**$85,000**	**$85,000**	**$25,000**
6999 TRANSFER TO CAPITAL PROJ. FUND	$480,000	$580,000	$450,000	$350,000	$370,000
TRANSFERS	**$480,000**	**$580,000**	**$450,000**	**$350,000**	**$370,000**
TOTAL GENERAL-PARKS	**$867,978**	**$1,105,557**	**$1,111,913**	**$1,006,147**	**$1,122,662**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	STREETS	100-154 - STREETS

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$62,091	$82,258	$66,976	$70,182	$61,801
6003 WAGES-FULL TIME	$196,747	$221,909	$274,289	$257,782	$277,010
6004 WAGES-PART TIME	$2,264	$2,865	$5,150	$10,000	$5,150
6005 WAGES-OVERTIME	$18,933	$14,491	$26,265	$26,265	$26,265
6009 WAGES-OTHER	$15,052	$17,805	$0	$10,373	$19,670
6011 VACATION PAY	$18,901	$19,337	$20,903	$18,441	$21,734
6012 SICK PAY	$18,702	$9,856	$16,394	$14,377	$15,110
6013 EMERGENCY PAY	$1,647	$0	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$1,123
6019 MISCELLANEOUS PAY	$3,150	$2,715	$2,900	$2,900	$3,125
6021 FICA-MED/SS	$25,467	$25,802	$31,785	$31,061	$33,155
6022 TMRS-EMPLOYER	$46,635	$47,220	$56,062	$55,048	$58,616
6025 WORKER COMPENSATION INS.	$13,956	$16,587	$16,900	$14,194	$14,850
PERSONNEL SERVICES	**$423,545**	**$460,845**	**$517,624**	**$510,623**	**$537,609**
6101 OFFICE AND COMPUTER SUPPLIES	$148	$314	$250	$300	$300
6106 MATERIALS AND PARTS	$34,959	$27,282	$55,500	$55,500	$55,500
6107 CLOTHING AND UNIFORMS	$4,172	$5,610	$7,050	$7,150	$6,950
6108 FUEL, OIL AND LUBRICANTS	$15,308	$22,679	$20,000	$25,300	$25,300
6119 OTHER SUPPLIES	$5,860	$9,561	$20,000	$20,000	$20,000
SUPPLIES	**$60,447**	**$65,446**	**$102,800**	**$108,250**	**$108,050**
6204 OTHER EQUIPMENT MAINTENANCE	$13,064	$35,576	$15,000	$20,000	$20,000
6205 VEHICLE MAINTENANCE	$3,426	$5,877	$5,000	$5,000	$5,000
6207 SYSTEM MAINTENANCE	$235,469	$215,185	$358,000	$370,000	$350,000
REPAIRS AND MAINTENANCE	**$251,959**	**$256,638**	**$378,000**	**$395,000**	**$375,000**
6302 PROFESSIONAL SERVICES,ENGINEER	$0	$7,925	$10,000	$8,000	$5,000
6304 PROFESSIONAL SERVICES,OTHER	$13,261	$6,169	$14,000	$15,500	$15,500
6312 COMMUNICATION SERVICES	$2,723	$2,833	$2,800	$2,800	$2,800
6319 MOSQUITO CONTROL	$13,038	$12,529	$15,000	$15,000	$15,000
6329 OTHER SERVICES	$11,048	$13,302	$10,000	$6,000	$10,000
6332 TRAVEL AND MEALS	$0	$89	$0	$0	$0
6336 EQUIPMENT RENTALS	$0	$0	$1,500	$1,500	$1,500
6337 TRAINING	$502	$395	$400	$400	$400
6338 STREET LIGHTS	$107,256	$123,692	$110,000	$110,000	$115,000
6361 STUDIES AND ANALYSIS	$0	$0	$0	$0	$50,000
6362 PERMITS AND LICENSES	$200	$200	$325	$325	$500
SERVICES AND CHARGES	**$148,028**	**$167,134**	**$164,025**	**$159,525**	**$215,700**
6403 MACHINERY AND EQUIPMENT	$0	$0	$16,000	$0	$0
6409 SYSTEM EXPANSION	$0	$33,192	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$33,192**	**$16,000**	**$0**	**$0**
6998 TRANSFER TO FLEET REPLACEMENT	$0	$105,000	$0	$0	$0
6999 TRANSFER TO CAPITAL PROJ. FUND	$1,500,000	$910,000	$963,000	$606,500	$220,000
TRANSFERS	**$1,500,000**	**$1,015,000**	**$963,000**	**$606,500**	**$220,000**
TOTAL-STREETS	**$2,383,979**	**$1,998,255**	**$2,141,449**	**$1,779,898**	**$1,456,359**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	SANITATION	100-155 SANITATION

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6119 OTHER SUPPLIES	$39,760	$40,880	$42,000	$42,000	$42,000
SUPPLIES	**$39,760**	**$40,880**	**$42,000**	**$42,000**	**$42,000**
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$0**	**$0**
6304 PROFESSIONAL SERVICES-OTHER	$155,201	$82,619	$150,000	$115,000	$60,000
6312 COMMUNICATION SERVICES		$0	$0	$0	$0
6327 GARBAGE SERVICES	$1,777,932	$1,456,738	$2,032,472	$2,032,472	$2,200,000
6329 OTHER SERVICES	$2,270	$1,404	$3,000	$400	$3,000
6362 PERMITS AND LICENSES	$200	$200	$300	$300	$300
SERVICES AND CHARGES	**$1,935,603**	**$1,540,962**	**$2,185,772**	**$2,148,172**	**$2,263,300**
6409 SYSTEM EXPANSION	$0	$13,438	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$13,438**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL SANITATION	**$1,975,363**	**$1,586,442**	**$2,227,772**	**$2,190,172**	**$2,305,300**

FUND	CITY OF TOMBALL DEPARTMENT	DIVISION
GENERAL FUND	ENGINEERING AND PLANNING	100-156 ENGINEERING & PLANNING

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$239,230	$271,335	$309,973	$255,959	$240,007
6003 WAGES-FULL TIME	$34,903	$34,392	$38,128	$42,702	$80,484
6004 WAGES-PART TIME		$0	$0	$0	$0
6005 WAGES-OVERTIME	$1,473	$1,012	$773	$4,000	$3,348
6009 WAGES-OTHER	$13,687	$14,541	$0	$9,136	$17,064
6011 VACATION PAY	$8,790	$15,385	$16,848	$12,265	$17,939
6012 SICK PAY	$4,273	$5,435	$17,466	$11,476	$14,220
6013 EMERGENCY PAY	$0	$481	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$4,276
6019 MISCELLANEOUS PAY	$480	$765	$870	$870	$1,170
6021 FICA-S.S. AND MEDICARE TAXES	$22,747	$25,005	$30,026	$26,082	$29,652
6022 TMRS-EMPLOYER	$42,580	$46,212	$53,625	$47,119	$53,054
6025 WORKER COMPENSATION INS.	$1,058	$898	$987	$831	$1,300
PERSONNEL SERVICES	**$369,221**	**$415,461**	**$468,696**	**$410,440**	**$462,514**
6101 OFFICE AND COMPUTER SUPPLIES	$5,893	$2,261	$7,500	$7,000	$7,000
6105 FOOD SUPPLIES	$282	$976	$500	$1,000	$1,000
6107 CLOTHING AND UNIFORMS	$39	$248	$300	$400	$500
6108 FUEL, OIL AND LUBRICANTS	$0	$0	$0	$1,500	$1,500
6109 POSTAGE	$4,665	$3,679	$6,000	$5,000	$6,000
SUPPLIES	**$10,879**	**$7,163**	**$14,300**	**$14,900**	**$16,000**
6205 VEHICLE MAINTENANCE	0	$0	$0	$1,000	$1,000
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$1,000**	**$1,000**
6302 PROF.SERV.-ENGINEERING	$80,750	$36,180	$90,000	$60,000	$80,000
6304 PROF.SERV.-OTHER	$1,700	$80,071	$40,000	$56,000	$0
6312 COMMUNICATION SERVICES	$2,240	$2,981	$3,100	$3,100	$3,600
6316 PRINTING AND BINDING	$78	$38	$500	$96	$0
6332 TRAVEL AND MEALS	$6,943	$6,324	$10,500	$11,000	$11,000
6333 DUES AND SUBSCRIPTIONS	$365	$1,186	$1,000	$1,500	$1,500
6334 AUTOMOBILE ALLOWANCES	$4,800	$4,800	$4,800	$4,800	$4,800
6335 ADVERTISING COST	$4,585	$2,672	$5,000	$5,000	$5,000
6337 TRAINING	$4,929	$5,110	$7,000	$7,000	$7,000
6362 PERMITS AND LICENSES	$180	$320	$600	$200	$200
SERVICES AND CHARGES	**$106,570**	**$139,682**	**$162,500**	**$148,696**	**$113,100**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL ENGINEERING AND PLANNING	**$486,670**	**$562,307**	**$645,496**	**$575,036**	**$592,614**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL FUND	FACILITIES MAINTENANCE	100-157 FACILITIES MAINTENANCE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$69,553	$74,058	$83,582	$84,885	$83,095
6005 WAGES-OVERTIME	$3,778	$3,937	$5,150	$5,150	$5,150
6009 WAGES-OTHER	$4,518	$4,018	$0	$2,547	$5,064
6011 VACATION PAY	$7,607	$8,932	$8,191	$5,811	$8,620
6012 SICK PAY	$1,602	$3,913	$4,312	$2,661	$3,822
6013 EMERGENCY PAY	$586	$0	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$1,529
6019 MISCELLANEOUS PAY	$2,170	$2,290	$2,410	$2,410	$2,530
6021 FICA-S.S. AND MEDICARE TAXES	$6,879	$7,051	$8,026	$7,963	$8,520
6022 TMRS-EMPLOYER	$12,519	$12,777	$14,334	$14,315	$15,244
6025 WORKER COMPENSATION INS.	$2,136	$2,131	$2,200	$1,874	$2,000
PERSONNEL SERVICES	**$111,348**	**$119,106**	**$128,205**	**$127,616**	**$135,574**
6101 OFFICE AND COMPUTER SUPPLIES	$290	$0	$0	$0	$0
6104 JANITORIAL AND CLEANING SUPPLY	$9,549	$8,629	$9,500	$9,500	$9,500
6105 FOOD SUPPLIES	$5,810	$4,340	$5,000	$3,000	$3,000
6106 MATERIALS AND PARTS	$314	$285	$500	$500	$500
6107 CLOTHING AND UNIFORMS	$1,195	$1,413	$1,250	$1,250	$1,600
6108 FUEL, OIL AND LUBRICANTS	$1,732	$2,082	$1,700	$1,700	$1,700
6119 OTHER SUPPLIES	$1,091	$16,675	$7,500	$10,268	$1,000
SUPPLIES	**$19,981**	**$33,424**	**$25,450**	**$28,259**	**$19,300**
6205 VEHICLE MAINTENANCE	$665	$44	$200	$700	$500
6206 BUILDING MAINTENANCE	$105,393	$180,245	$128,150	$325,000	$161,500
6219 OTHER MAINTENANCE	$0	$0	$25,000	$25,000	$0
REPAIRS AND MAINTENANCE	**$106,058**	**$180,289**	**$153,350**	**$350,700**	**$162,000**
6304 PROF.SERV.-OTHER	$0	$0	$40,000	$40,000	$0
6311 JANITORIAL SERVICES	$69,973	$69,617	$73,000	$80,000	$85,000
6312 COMMUNICATION SERVICES	$175,193	$186,340	$175,000	$30,000	$35,000
6313 UTILITIES	$151,669	$154,392	$160,000	$160,000	$160,000
6329 OTHER SERVICES	$150	$0	$0	$0	$0
6336 EQUIPMENT RENTALS	$2,507	$2,703	$2,300	$2,300	$2,300
6362 PERMITS AND LICENSES	$61	$0	$61	$100	$100
SERVICES AND CHARGES	**$399,553**	**$413,052**	**$450,361**	**$312,400**	**$282,400**
6999 TRANSFER TO CAPITAL PROJ. FUND	$0	$0	$40,000	$0	$0
TRANSFERS	**$0**	**$0**	**$40,000**	**$0**	**$0**
TOTAL FACILITIES MAINTENANCE	**$636,940**	**$745,872**	**$797,366**	**$818,975**	**$599,274**

200 - General Special Revenue Fund Seizure

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projected	FY 2020 Budget
Revenues:						
Abandoned Vehicles	-	-	-	-	-	-
Seized Funds	2,456	3,310	5,057	97,500	40,000	-
Child Safety	13,877	13,037	13,726	13,000	13,000	-
Interest	519	895	1,649	750	1,500	750
Other	-	-	-	-	-	-
Total	16,852	17,242	20,432	111,250	54,500	750
Expenditures:						
Supplies	17,360	22,740	-	25,000	22,000	-
Services and Charges	36,662	-	2,539	-	-	-
Maintenance	-	-	-	61,000	9,100	-
Total	54,022	22,740	2,539	86,000	31,100	-
Revenues Over (Under) Expenditures	(37,170)	(5,498)	17,893	25,250	23,400	750
Beginning Fund Balance	151,514	114,344	108,846	126,739	126,739	22,378
Ending Fund Balance	114,344	108,846	126,739	151,989	22,378	23,128

Fund Description

The General Special Revenue fund accounts for Police forfeiture funds and Child Safety fees. Forfeiture funds are awards of monies or property by the courts related to cases that involve the Tomball Police Department. According to Chapter 59, Article 6, Paragraph (d) of the Code of Criminal Procedure, "Proceeds awarded under this chapter to a law enforcement agency may be spent by the agency after a budget for the expenditures of the proceeds has been submitted to the governing body of the municipality." Child Safety Fees are received through the Harris County Tax Assessor/Collector. These fees represent a portion of each citation written by the Tomball Police Department. The State of Texas allocates a percentage of each court fee to the Child Safety Program and is remitted back to the municipality to be used for educational material for children, coloring books, pencils, goody bags, etc and are distributed at various community events each year.

CITY OF TOMBALL SPECIAL REVENUE FUND - 200						
	2016	2017	2018	2019	2019	2020
GENERAL SPECIAL FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5785 POLICE SEIZED FUNDS	2,456	3,310	5,057	97,500	40,000	-
5790 CHILD SAFETY FUND	13,877	13,037	13,726	13,000	13,000	-
5800 INTEREST	519	895	1,649	750	1,500	750
TOTAL GENERAL SPECIAL FUND	16,852	17,242	20,432	111,250	54,500	750

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL SPECIAL FUND	POLICE SEIZURE FUNDS	200-221 POLICE SEIZURE FUNDS

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
PERSONNEL SERVICES	**$0**	**$0**	**$0**	**$0**	**$0**
6103 COMPUTER SUPPLIES	$8,140	$0	$0	$0	$0
6106 MATERIALS AND SUPPLIES	$14,600	$0	$10,000	$0	$0
6119 OTHER SUPPLIES	$0	$0	$15,000	$22,000	$0
SUPPLIES	**$22,740**	**$0**	**$25,000**	**$22,000**	**$0**
6201 OFFICE EQUIPMENT MAINTENANCE	$0	$0	$61,000	$9,100	$0
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$61,000**	**$9,100**	**$0**
6320 COMPUTER SOFTWARE SERVICES	$0	$2,539	$0	$0	$0
SERVICES AND CHARGES	**$0**	**$2,539**	**$0**	**$0**	**$0**
6402 COMPUTER EQUIPMENT	$0	$0	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL POLICE SEIZURE FUNDS	**$22,740**	**$2,539**	**$86,000**	**$31,100**	**$0**

220 - Municipal Court Building Security Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Fines and Warrants	12,125	10,723	9,334	11,000	11,000	11,000
Interest	922	1,961	3,369	2,000	3,000	3,000
Total	13,047	12,684	12,703	13,000	14,000	14,000
Expenditures:						
Supplies	-	46,660	5,348	50,000	20,000	50,000
Total	-	46,660	5,348	50,000	20,000	50,000
Revenues Over (Under) Expenditures	13,047	(33,976)	7,355	(37,000)	(6,000)	(36,000)
Beginning Fund Balance	241,707	254,754	220,778	228,133	228,133	222,133
Ending Fund Balance	254,754	220,778	228,133	191,133	222,133	186,133

Fund Description

In prior years, the General Fund accounted for the City's court building security fees. In order to more accurately account for these funds, in FY 2006-07, the City created the Municipal Court Building Security Fee fund. These fees are generated from court fines. By law, these funds can only be spent on the City's municipal court.

CITY OF TOMBALL
MUNI COURT BLDG SECURITY - 220

	2016	2017	2018	2019	2019	2020
MUNI COURT- BLDG SECURITY	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5311 MUNICIPAL COURT BLDG-SECURITY	12,125	10,723	9,334	11,000	11,000	11,000
5800 INTEREST INCOME	922	1,961	3,369	2,000	3,000	3,000
TOTAL MUNI COURT- BLDG SECURITY	**$ 13,047**	**$ 12,684**	**$ 12,703**	**$ 13,000**	**$ 14,000**	**$ 14,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
MUNI COURT- BLDG SECURITY	MUNICIPAL COURT	220-122 - MUNICIPAL COURT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
PERSONNEL SERVICES	**$0**	**$0**	**$0**	**$0**	**$0**
6119 OTHER SUPPLIES	$46,660	$5,348	$50,000	$20,000	$50,000
SUPPLIES	**$46,660**	**$5,348**	**$50,000**	**$20,000**	**$50,000**
6304 PROFESSIONAL SERVICES, OTHER	$0	$0	$0	$15,000	$0
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$15,000**	**$0**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL GENERAL-MUNICIPAL COURT	**$46,660**	**$5,348**	**$50,000**	**$35,000**	**$50,000**

230 - Municipal Court Technology Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projections	FY 2020 Budget
Revenues:						
Fines and Warrants	16,167	14,297	12,453	16,000	16,000	18,000
Interest	911	1,654	3,272	2,000	3,000	3,000
Total	17,078	15,951	15,725	18,000	19,000	21,000
Expenditures:						
Supplies	27,348	47,385	40,000	15,000	28,000	10,000
Services and Charges	1,500	7,270	8,998	15,000	10,000	10,000
Total	28,848	54,655	48,998	30,000	38,000	20,000
Revenues Over (Under) Expenditures	(11,770)	(38,704)	(33,273)	(12,000)	(19,000)	1,000
Beginning Fund Balance	282,141	270,371	231,670	198,397	198,397	179,397
Ending Fund Balance	270,371	231,670	198,397	186,397	179,397	180,397

Fund Description

In prior years, the General Fund accounted for the City's court technology fees. In order to more accurately account for these funds, in FY 2006-07, the City created the Municipal Court Technology Fund. These fees are generated from court fines. By law, these funds can only be spent on the City's municipal court.

CITY OF TOMBALL
Muni Court Technology Fund Detail - 230

	2016	2017	2018	2019	2019	2020
MUNICIPAL COURT TECH FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5312 COURT TECHNOLOGY FEE	16,167	14,297	12,453	16,000	16,000	18,000
5800 INTEREST INCOME	911	1,654	3,272	2,000	3,000	3,000
TOTAL MUNICIPAL COURT TECH FUND	**$ 17,078**	**$ 15,951**	**$ 15,725**	**$ 18,000**	**$ 19,000**	**$ 21,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
MUNICIPAL COURT TECH FUND	MUNICIPAL COURT	230-122 - MUNICIPAL COURT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6101 OFFICE AND COMPUTER SUPPLIES	$11,587	$40,000	$15,000	$28,000	$10,000
6103 COMPUTER SUPPLIES	$35,798	$0	$0	$0	$0
SUPPLIES	**$47,385**	**$40,000**	**$15,000**	**$28,000**	**$10,000**
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$0**	**$0**
6320 COMPUTER SOFTWARE	$7,270	$8,998	$15,000	$10,000	$10,000
SERVICES AND CHARGES	**$7,270**	**$8,998**	**$15,000**	**$10,000**	**$10,000**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL GENERAL-MUNICIPAL COURT	**$54,655**	**$48,998**	**$30,000**	**$38,000**	**$20,000**

240 - Hotel Occupancy Tax Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Occupancy Tax	565,768	485,558	637,485	625,000	720,000	650,000
Miscellaneous Income	6,595	5,790	10,225	15,000	10,000	10,000
Event Revenue	500	2,600	8,171	2,500	2,500	3,000
Interest	1,574	3,456	6,950	4,000	8,000	8,000
Transfers In	20,000	20,000	20,000	30,000	100,000	126,000
Total	594,437	517,404	682,831	676,500	840,500	797,000
Expenditures:						
Grants	213,581	236,503	245,565	243,000	247,500	258,500
Second Saturday Events	65,544	91,881	92,501	109,467	110,058	43,900
Tourism	219,116	270,737	290,018	399,118	390,885	511,571
Transfer to Employee Benefits Trust Fund	17,288	19,794	20,224	20,818	20,818	20,128
Total	515,530	618,915	648,305	772,404	769,261	834,099
Revenues Over (Under) Expenditures	78,899	(101,513)	34,527	(95,874)	71,269	(37,069)
Beginning Fund Balance	443,975	522,874	421,361	455,887	455,887	527,156
Ending Fund Balance	522,874	421,361	455,887	360,013	527,156	490,087

The Hotel Occupancy Tax Fund accounts for revenues received from hotel occupancy taxes. By state statute, cities with populations of less than 125,000 must spend at least 1% of hotel tax revenues on advertising, no more than 15% on the encouragement, promotion, improvement, and application of the arts and a maximum of 50% on historical preservation. Hotels submit quarterly to the City an occupancy tax based upon 7% of total room receipts. Compliance with the provisions of the state statutes is monitored by the City administration on a continuing basis.

25% of Operating Expenses - Target	**69%**	**59%**

CITY OF TOMBALL
HOTEL OCCUPANCY TAX FUND - 240

	2016	2017	2018	2019	2019	2020
HOTEL OCCUPANCY FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5180 HOTEL OCCUPANCY TAX	565,768	485,558	637,485	625,000	720,000	650,000
5550 MISCELLANEOUS INCOME	6,595	5,785	10,225	15,000	10,000	10,000
5555 EVENT SPONSORSHIP REVENUE	500	2,600	8,171	2,500	2,500	3,000
5800 INTEREST INCOME	1,574	3,456	6,950	4,000	8,000	8,000
5910 TRANSFER FROM GENERAL FUND	20,000	20,000	20,000	30,000	100,000	126,000
TOTAL HOTEL OCCUPANCY FUND	**594,437**	**517,399**	**682,831**	**676,500**	**840,500**	**797,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
HOTEL OCCUPANCY TAX	HOTEL OCCUPANCY TAX	240-240 HOT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
PERSONNEL SERVICES	**$0**	**$0**	**$0**	**$0**	**$0**
SUPPLIES	**$0**	**$0**	**$0**	**$0**	**$0**
6301 PROF.SERV.-AUDIT AND ACCTNG.	$1,000	$5,665	$3,000	$3,000	$3,000
6342 DEPOT MUSEUM	$0	$0	$5,000	$4,000	$5,000
6351 TOMBALL CHAMBER OF COMMERCE	$35,000	$35,000	$35,000	$35,000	$35,000
6356 TOMBALL SISTER CITY ORG.	$158,003	$160,000	$160,000	$160,000	$160,000
6359 GRANTS	$42,500	$44,900	$40,000	$45,500	$55,500
SERVICES AND CHARGES	**$236,503**	**$245,565**	**$243,000**	**$247,500**	**$258,500**
TOTAL HOTEL OCCUPANCY TAX	**$236,503**	**$245,565**	**$243,000**	**$247,500**	**$258,500**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
HOTEL OCCUPANCY TAX	2ND SATURDAY EVENTS	240-241 2ND SATURDAY EVENTS

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES- ADMINISTRATIVE	$42,727	$44,856	$46,493	$46,682	$0
6009 WAGES-OTHER	$2,466	$2,163	$0	$1,356	$0
6011 VACATION PAY	$2,192	$1,693	$1,937	$1,356	$0
6012 SICK PAY	$822	$940	$2,712	$1,937	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$0
6019 MISCELLANEOUS PAY	$135	$195	$255	$255	$0
6021 FICA-S.S. AND MEDICARE TAXES	$3,802	$3,907	$4,421	$4,127	$0
6022 TMRS RETIREMENT-EMPLOYER	$7,065	$7,242	$7,463	$7,489	$0
6025 WORKER COMPENSATION INS.	$100	$106	$118	$88	$0
PERSONNEL SERVICES	**$59,309**	**$61,101**	**$63,399**	**$63,290**	**$0**
6101 OFFICE SUPPLIES	$799	$487	$1,000	$1,000	$0
6105 FOOD SUPPLIES	$970	$955	$1,500	$1,500	$1,500
6119 OTHER SUPPLIES	$6,952	$4,148	$8,500	$8,300	$8,500
6130 FURNITURE <$20,000	$0	$0	$500	$300	$300
SUPPLIES	**$8,721**	**$5,590**	**$11,500**	**$11,100**	**$10,300**
REPAIRS AND MAINTENANCE	**$0**	**$0**	**$0**	**$0**	**$0**
6304 PROFESSIONAL SERVICES, OTHER	$3,960	$3,674	$5,500	$6,000	$6,500
6312 COMMUNICATION SERVICES	$768	$768	$768	$768	$0
6327 GARBAGE SERVICES	$0	$0	$0	$600	$600
6329 OTHER SERVICES	$7,274	$8,486	$7,500	$8,000	$8,500
6332 TRAVEL AND MEALS	$0	$711	$1,000	$1,000	$1,500
6333 DUES AND SUBSCRIPTIONS	$0	$330	$400	$400	$0
6334 AUTOMOBILE ALLOWANCE	$2,400	$2,400	$2,400	$2,400	$0
6335 ADVERTISING COST	$3,622	$3,484	$6,500	$6,300	$6,500
6336 EQUIPMENT RENTALS	$907	$1,553	$2,500	$2,500	$2,500
6337 TRAINING	$0	$75	$500	$200	$0
6358 OTHER TOURISM EXPENDITURE	$4,920	$4,328	$7,500	$7,500	$7,500
SERVICES AND CHARGES	**$23,851**	**$25,810**	**$34,568**	**$35,668**	**$33,600**
6692 TRANSFER TO EMP. BEN. TRUST	$9,857	$10,112	$10,382	$10,409	$0
TRANSFERS	**$9,857**	**$10,112**	**$10,382**	**$10,409**	**$0**
TOTAL 2ND SATURDAY EVENTS	**$101,738**	**$102,613**	**$119,849**	**$120,467**	**$43,900**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
HOTEL OCCUPANCY TAX	MARKETING/INFORMATION CENTER	240-243 MARKETING

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES- ADMINISTRATIVE	$76,033	$79,646	$85,047	$83,964	$129,821
6003 WAGES- FULL TIME	$0	$0	$0	$0	$34,362
6004 WAGES- PART TIME	$6,628	$11,629	$17,803	$17,803	$0
6005 WAGES-OVERTIME	$206	$0	$309	$300	$309
6009 WAGES-OTHER	$3,235	$3,333	$0	$2,533	$8,794
6011 VACATION PAY	$4,853	$3,666	$5,429	$6,153	$10,239
6012 SICK PAY	$1,294	$1,333	$5,067	$3,257	$7,329
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$2,329
6019 MISCELLANEOUS PAY	$340	$400	$460	$460	$835
6021 FICA-S.S. AND MEDICARE TAXES	$7,600	$8,171	$9,734	$9,311	$16,121
6022 TMRS-EMPLOYER	$12,779	$13,090	$16,623	$14,204	$28,082
6024 HEALTH INSURANCE	$0	$0	$0	$0	$0
6025 WORKER COMPENSATION INS.	$150	$159	$178	$132	$300
PERSONNEL SERVICES	**$113,118**	**$121,427**	**$140,650**	**$138,117**	**$238,521**
6101 OFFICE AND COMPUTER SUPPLIES	$432	$2,849	$4,700	$6,000	$5,000
6105 FOOD SUPPLIES	$200	$879	$1,000	$1,000	$1,000
6106 MATERIALS AND PARTS	$0	$210	$0	$0	$0
6107 CLOTHING AND UNIFORMS	$352	$412	$1,700	$1,700	$1,700
6109 POSTAGE	$0	$487	$1,000	$1,000	$1,500
6119 OTHER SUPPLIES	$3,406	$8,108	$6,000	$6,000	$6,000
6130 FURNITURE <$20,000	$0	$0	$0	$1,000	$0
SUPPLIES	**$4,390**	**$12,945**	**$14,400**	**$16,700**	**$15,200**
6304 PROFESSIONAL SERVICES, OTHER	$41,280	$32,570	$65,000	$65,000	$65,000
6312 COMMUNICATION SERVICES	$768	$873	$768	$768	$1,800
6327 GARBAGE SERVICES	$1,700	$630	$3,500	$3,500	$3,500
6329 OTHER SERVICES	$10,962	$8,259	$20,000	$12,000	$12,000
6332 TRAVEL AND MEALS	$5,000	$2,579	$4,000	$4,000	$6,500
6333 DUES AND SUBSCRIPTIONS	$6,836	$7,282	$10,000	$10,000	$15,650
6334 AUTOMOBILE ALLOWANCE	$4,800	$4,800	$4,800	$4,800	$7,200
6335 ADVERTISING COST	$50,022	$53,401	$75,000	$75,000	$75,000
6336 EQUIPMENT RENTALS	$19,952	$41,035	$50,000	$50,000	$50,000
6337 TRAINING	$487	$581	$3,000	$3,000	$3,200
6358 OTHER TOURISM EXPENDITURES	$11,062	$3,635	$8,000	$8,000	$18,000
SERVICES AND CHARGES	**$152,869**	**$155,646**	**$244,068**	**$236,068**	**$257,850**
6692 TRANSFER TO EMP. BEN. TRUST	$9,937	$10,112	$10,436	$10,409	$20,128
TRANSFERS	**$9,937**	**$10,112**	**$10,436**	**$10,409**	**$20,128**
TOTAL VISITORS/CONVENTION CNTR	**$280,314**	**$300,130**	**$409,554**	**$401,294**	**$531,699**

250 - Red Light Camera Program Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Fines and Warrants	327,428	285,755	228,585	150,050	160,050	11,000
Interest	1,414	4,011	5,708	4,000	7,000	600
Total	328,842	289,766	234,293	154,050	167,050	11,600
Expenditures:						
Personnel Costs	15,261	18,883	20,708	58,278	36,873	21,556
Supplies	102,545	14,418	16,837	16,000	-	17,300
Maintenance	9,261	24,414	18,548	18,000	-	-
Services and Charges	10,227	21,094	34,061	25,000	-	-
Transfer to Veh. Repl. Fund	20,000	20,000	20,000	20,000	20,000	-
Transfer to Capital Projects Fund	-	323,541	310,000	-	-	299,217
Total	157,294	422,350	420,154	137,278	56,873	338,073
Revenues Over (Under) Expenditures	171,549	(132,586)	(185,859)	16,773	110,178	(326,472)
Beginning Fund Balance	364,393	535,941	403,354	217,495	217,495	327,673
Ending Fund Balance	535,941	403,354	217,495	234,268	327,673	1,201

Automated red light photo enforcement cameras were setup during FY 2008. Four intersections were selected for this initiative with a goal of reducing the number of injury accidents caused by "red light running". By law, the use of the revenues is limited to traffic safety programs, including pedestrian safety programs, public safety programs, intersection improvements, and traffic enforcement.

CITY OF TOMBALL RED LIGHT CAMERA - 250						
	2016	2017	2018	2019	2019	2020
RED LIGHT CAMERA FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5300 MUNICIPAL COURT FINES	327,428	285,705	228,535	150,000	160,000	11,000
5310 COURT COSTS/ADM.FEES	-	50	50	50	50	-
5800 INTEREST INCOME	1,414	4,011	5,708	4,000	7,000	600
TOTAL RED LIGHT CAMERA FUND	**328,842**	**289,766**	**234,293**	**154,050**	**167,050**	**11,600**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
RED LIGHT CAMERA PROGRAM	POLICE DEPARTMENT	250-121 - POLICE DEPT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6004 WAGES-PART TIME	$16,064	$18,048	$38,557	$15,838	$19,467
6005 WAGES-OVERTIME	$325	$112	$15,450	$15,450	$0
6021 FICA-S.S. AND MEDICARE TAXES	$1,254	$1,329	$4,132	$2,394	$1,489
6022 TMRS-EMPLOYER	$0	$0	$2,000	$2,000	$0
6025 WORKER COMPENSATION INS.	$1,240	$1,219	$1,400	$1,191	$600
PERSONNEL SERVICES	**$18,883**	**$20,708**	**$61,539**	**$36,873**	**$21,556**
6102 EDUCATIONAL SUPPLIES	$99	$0	$0	$0	$0
6106 MATERIALS AND PARTS	$13,222	$11,254	$10,000	$0	$0
6107 CLOTHING AND UNIFORMS	$0	$1,126	$1,000	$0	$0
6108 FUEL, OIL AND LUBRICANTS	$1,025	$478	$0	$0	$0
6119 OTHER SUPPLIES	$72	$3,979	$2,500	$0	$0
SUPPLIES	**$14,418**	**$16,837**	**$13,500**	**$0**	**$0**
6205 VEHICLE MAINTENANCE	$24,414	$18,548	$10,000	$0	$0
REPAIRS AND MAINTENANCE	**$24,414**	**$18,548**	**$10,000**	**$0**	**$0**
6303 PROF. SERV. - LEGAL	$124	$0	$0	$0	$0
6304 PROFESSIONAL SERVICES, OTHER	$1,245	$14,684	$2,000	$0	$0
6330 INSURANCE	$4,248	$13,671	$10,000	$0	$0
6337 TRAINING	$15,477	$5,706	$5,000	$0	$0
SERVICES AND CHARGES	**$21,094**	**$34,061**	**$17,000**	**$0**	**$0**
6403 MACHINERY AND EQUIPMENT		$0	$0	$0	$17,300
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$17,300**
6998 TRANSFER TO FLEET REPLACEMENT	$20,000	$20,000	$20,000	$20,000	$0
6999 TRANSFER TO CAPITAL PROJ. FUND	$323,541	$310,000	$0	$0	$299,217
TRANSFERS	**$343,541**	**$330,000**	**$20,000**	**$20,000**	**$299,217**
TOTAL - POLICE DEPT	**$422,350**	**$420,154**	**$122,039**	**$56,873**	**$338,073**

260 - General Special Revenue Fund - Child Safety

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projected	FY 2020 Budget
Revenues:						
Child Safety	-	-	-	-	-	13,000
Interest	-	-	-	-	-	750
Other	-	-	-	-	-	-
Total	-	-	-	-	-	13,750
Expenditures:						
Supplies	-	-	-	-	-	-
Services and Charges	-	-	-	-	-	13,000
Maintenance	-	-	-	-	-	-
Total	-	-	-	-	-	13,000
Revenues Over (Under) Expenditures	-	-	-	-	-	750
Beginning Fund Balance					-	127,761
Ending Fund Balance					127,761	128,511

Fund Description

Child Safety Fees are received through the Harris County Tax Assessor/Collector. These fees represent a portion of each citation written by the Tomball Police Department. The State of Texas allocates a percentage of each court fee to the Child Safety Program and is remitted back to the municipality to be used for educational material for children, coloring books, pencils, goody bags, etc and are distributed at various community events each year.

CITY OF TOMBALL
SPECIAL REVENUE FUND - CHILD SAFETY - 260

	2016	2017	2018	2019	2019	2020
GENERAL SPECIAL FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5790 CHILD SAFETY FUND	-	-	-	-	-	13,000
5800 INTEREST	-	-	-	-	-	750
TOTAL GENERAL SPECIAL FUND	-	-	-	-	-	13,750

CITY OF TOMBALL

GENERAL SPECIAL FUND | CHILD SAFETY FUND | 260-222 CHILD SAFETY FUND

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
SUPPLIES	**$0**	**$0**	**$0**	**$0**	**$0**
6350 CHILD SAFETY EDUCATION	$0	$0	$0	$0	$13,000
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$0**	**$13,000**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL CHILD SAFETY FUND	**$7,050**	**$0**	**$0**	**$0**	**$13,000**

290 - Tomball Fun Runs Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Event Revenue	20,233	23,325	16,566	23,000	23,000	23,000
Interest	2	5	135	50	200	200
Total	20,235	23,330	16,701	23,050	23,200	23,200
Expenditures:						
Supplies	11,225	8,041	5,519	7,200	7,200	7,200
Services and Charges	10,413	17,368	9,333	15,000	14,500	14,500
Total	21,638	25,409	14,853	22,200	21,700	21,700
Revenues Over (Under) Expenditures	(1,403)	(2,079)	1,848	850	1,500	1,500
Beginning Fund Balance	15,546	14,144	12,065	13,914	13,914	15,414
Ending Fund Balance	14,144	12,065	13,914	14,764	15,414	16,914

CITY OF TOMBALL FUN RUN FUND - 290						
	2016	2017	2018	2019	2019	2020
FUN RUN FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5555 EVENT SPONSORSHIP REVENUE	8,725	13,955	7,850	5,000	5,000	5,000
5556 EVENT REGISTRATION FEE	11,508	9,370	8,716	18,000	18,000	18,000
5800 INTEREST INCOME	2	5	135	50	200	200
TOTAL FUN RUN FUND	**20,235**	**23,330**	**16,701**	**23,050**	**23,200**	**23,200**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
TOMBALL "FUN RUNS"	FUN RUNS	290-290 FUN RUNS

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6101 OFFICE SUPPLIES	$281	$0	$200	$200	$200
6119 OTHER SUPPLIES	$7,760	$5,519	$7,000	$7,000	$7,000
SUPPLIES	**$8,041**	**$5,519**	**$7,200**	**$7,200**	**$7,200**
6304 PROFESSIONAL SERVICES-OTHER	$685	$0	$500	$0	$0
6329 OTHER SERVICES	$8,865	$9,333	$8,500	$8,500	$8,500
6335 ADVERTISING COST	$7,818	$0	$6,000	$6,000	$6,000
SERVICES AND CHARGES	**$17,368**	**$9,333**	**$15,000**	**$14,500**	**$14,500**
TOTAL FUN RUNS	**$25,409**	**$14,853**	**$22,200**	**$21,700**	**$21,700**

300 Debt Service Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY2016 Actual	FY2017 Actual	FY2018 Actual	FY2019 Budget	FY2019 Projection	FY2020 Budget
Revenues:						
Current taxes	$ 3,741,118	$ 3,953,733	$ 4,229,313	$ 4,500,000	$ 4,400,000	$ 4,550,000
Delinquent taxes	50,601	50,271	85,766	60,000	30,000	60,000
Penalty and interest	26,772	36,425	50,916	40,000	30,000	30,000
Interest	14,350	36,555	77,006	52,500	60,000	70,000
TEDC Contributions	528,013	530,913	533,612	536,113	536,113	533,463
Total Revenues	4,360,854	4,607,897	4,976,613	5,188,613	5,056,113	5,243,463
Expenditures:						
Principal	2,216,750	3,048,250	3,249,250	2,990,250	2,990,250	3,016,250
Interest	811,986	1,249,301	1,443,281	1,352,131	1,332,831	1,239,563
Loan Payment- Fire Truck	68,858	71,123	73,463	75,880	-	130,000
Fees	10,163	11,780	13,380	11,783	13,380	14,000
Total Expenditures	3,107,757	4,380,454	4,779,374	4,430,044	4,336,461	4,399,813
Revenues Over/(Under) Expenditures	1,253,095	227,442	197,239	758,569	719,652	843,650
Beginning Fund Balance	3,081,703	4,334,798	4,562,240	4,759,479	4,759,479	5,479,131
Ending Fund Balance	$ 4,334,798	$ 4,562,240	$ 4,759,479	$ 5,518,048	$ 5,479,131	$ 6,322,780
Ending FB as % of Next Year's Debt Service Requirement	99%	95%	107%	125%	125%	144%

CITY OF TOMBALL
DEBT SERVICE FUND - 300

	2016	2017	2018	2019	2019	2020
DEBT SERVICE FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5110 CURRENT TAXES	3,741,118	3,953,733	4,229,313	4,500,000	4,400,000	4,550,000
5120 DELINQUENT TAXES	50,601	50,271	85,766	60,000	30,000	60,000
5130 PENALTY,INTEREST, ATTY FEES	27,267	38,941	59,473	40,000	30,000	30,000
5800 INTEREST INCOME	14,350	36,555	77,006	52,500	60,000	70,000
5801 UNREALIZED GAIN ON INVESTMENTS	(495)	(2,516)	(8,557)	-	-	-
5770 TEDC CONTRIBUTIONS	528,013	530,913	533,612	536,113	536,113	533,463
TOTAL DEBT SERVICE FUND	**4,360,854**	**4,607,897**	**4,976,613**	**5,188,613**	**5,056,113**	**5,243,463**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
DEBT SERVICE FUND	DEBT SERVICE	300-300 DEBT SERVICE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$0**	**$0**
TRANSFERS	**$0**	**$0**	**$0**	**$0**	**$0**
6901 INTEREST-BONDS	$1,249,301	$1,443,281	$1,352,131	$1,332,831	$1,239,563
6906 BOND FEES AND COST	$11,780	$13,380	$11,783	$13,380	$14,000
6911 PRINCIPAL-BONDS	$3,048,250	$3,249,250	$2,990,250	$2,990,250	$3,016,250
6915 CAPITAL LEASE PAYMENTS	$71,123	$73,463	$75,880	$0	$130,000
TOTAL DEBT SERVICE	**$4,380,454**	**$4,779,374**	**$4,430,044**	**$4,336,461**	**$4,399,813**

City of Tomball
400 Capital Projects Fund
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Transfers from General Fund	$ 1,161,277	$ 1,980,000	$ 1,490,000	$ 1,563,000	$ 956,500	$ 590,000
Transfers from Enterprise Fund	398,053	1,229,505	655,000	1,123,644	1,309,442	150,000
Transfers from Other Sources	-	1,789,524	310,000	300,000	428,744	1,099,217
Certificates of Obligation	-	21,146,430	-	-	-	-
Other Revenue Sources	1,498	-	10,400	-	-	-
Interest	50,147	296,907	619,740	500,000	850,000	1,000,000
Total	$ 1,610,975	$ 26,442,366	$ 3,085,140	$ 3,486,644	$ 3,544,686	$ 2,839,217
Expenditures:						
Capital Outlay - General Fund	1,431,921	2,555,829	3,554,263	15,502,836	3,866,324	3,884,572
Capital Outlay - Enterprise Fund	-	-	2,625,624	3,237,927	2,174,727	850,000
Debt Service	-	396,430	-	-	-	-
Capital Outlay - Drainage	-	-	-	-	370,464	800,000
Total	$ 1,431,921	$ 2,952,259	$ 6,179,886	$ 18,740,763	$ 6,411,515	$ 5,534,572
Revenues Over (Under) Expenditures	$ 179,054	$ 23,490,107	$ (3,094,746)	$ (15,254,119)	$ (2,866,829)	$ (2,695,355)
Beginning Fund Balance	$ 12,281,228	$ 12,460,282	$ 35,950,389	$ 32,855,643	$ 32,855,643	$ 29,988,813
Ending Fund Balance	$ 12,460,281	$ 35,950,389	$ 32,855,643	$ 17,601,524	$ 29,988,813	$ 27,293,458

CITY OF TOMBALL CAPITAL PROJECTS FUND - 400						
	2016	2017	2018	2019	2019	2020
CAPITAL PROJECTS	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5800 INTEREST INCOME	50,147	296,907	622,487	500,000	850,000	1,000,000
5801 UNREALIZED GAIN ON INVESTMENTS	-	-	(2,747)	-	-	-
5820 DRAINAGE CAPITAL RECOVERY FEES	1,498	-	-	-	-	-
5830 DEVELOPER RECOVERY FEES	-	-	10,400	-	-	-
5900 DEBT PROCEEDS	-	20,234,743	-	-	-	-
5901 PREMIUM ON BONDS	-	911,687	-	-	-	-
5910 TRANSFER FROM GENERAL FUND	1,161,277	1,980,000	1,490,000	1,563,000	956,500	590,000
5911 TRANSFER FROM UTILITY FUND	398,053	1,229,505	655,000	1,123,644	1,309,442	150,000
5961 TRANSFERS IN	-	1,789,524	**310,000**	300,000	428,744	1,099,217
TOTAL CAPITAL PROJECTS	**1,610,975**	**26,442,366**	**3,085,140**	**3,486,644**	**3,544,686**	**2,839,217**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	RED LIGHT	400-121 - RED LIGHT

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6409 SYSTEM EXPANSION	$0	$135,584	$312,990	$0	$0	$299,217
CAPITAL OUTLAY	**$0**	**$135,584**	**$312,990**	**$0**	**$0**	**$299,217**
TOTAL GENERAL-RED LIGHT	**$0**	**$135,584**	**$312,990**	**$0**	**$0**	**$299,217**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	GENERAL-PARKS	400-153 - PARKS

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6409 SYSTEM EXPANSION	$12,687	$201,296	$923,525	$582,870	$254,493	$865,355
CAPITAL OUTLAY	**$12,687**	**$201,296**	**$923,525**	**$582,870**	**$254,493**	**$865,355**
TOTAL GENERAL-PARKS	**$12,687**	**$201,296**	**$923,525**	**$582,870**	**$254,493**	**$865,355**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	GENERAL-STREETS	400-154 GENERAL-STREETS

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6409 SYSTEM EXPANSION	$1,419,234	$2,218,949	$2,317,748	$14,919,966	$3,611,831	$2,720,000
CAPITAL OUTLAY	**$1,419,234**	**$2,218,949**	**$2,317,748**	**$14,919,966**	**$3,611,831**	**$2,720,000**
TOTAL GENERAL-STREETS	**$1,419,234**	**$2,218,949**	**$2,317,748**	**$14,919,966**	**$3,611,831**	**$2,720,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	DEBT SERVICE	400-300 DEBT SERVICE

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6906 BOND FEES AND COST	$0	$396,430	$0	$0	$0	$0
DEBT	**$0**	**$396,430**	**$0**	**$0**	**$0**	**$0**
TOTAL DEBT SERVICE	**$0**	**$396,430**	**$0**	**$0**	**$0**	**$0**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	DRAINAGE CAPITAL RECOVERY	400-400 DRAINAGE CAPITAL

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6409 PROFESSIONAL SERVICES OTHER	$0	$0	$0	$0	$157,152	$0
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$157,152**	**$0**
TOTAL DRAINAGE CAPITAL	**$0**	**$0**	**$0**	**$0**	**$157,152**	**$0**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	UTILITY-WATER	400-613 UTILITY-WATER

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6304 PROF.SERV.-OTHER	$0	$0	$1,300	$0	$0	$0
SERVICES AND CHARGES	**$0**	**$0**	**$1,300**	**$0**	**$0**	**$0**
6409 SYSTEM EXPANSION	$0	$0	$207,422	$601,905	$273,266	$0
CAPITAL OUTLAY	**$0**	**$0**	**$207,422**	**$601,905**	**$273,266**	**$0**
TOTAL UTILITY-WATER	**$0**	**$0**	**$208,722**	**$601,905**	**$273,266**	**$0**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	UTILITY-SEWER	400-614 UTILITY-SEWER

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6409 SYSTEM EXPANSION	$0	$0	$2,418,202	$2,636,022	$1,901,461	$850,000
CAPITAL OUTLAY	**$0**	**$0**	**$2,418,202**	**$2,636,022**	**$1,901,461**	**$850,000**
TOTAL UTILITY-SEWER	**$0**	**$0**	**$2,418,202**	**$2,636,022**	**$1,901,461**	**$850,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	UTILITY-GAS	400-615 UTILITY-GAS

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
6409 SYSTEM EXPANSION	$0	$0	$947	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$0**	**$947**	**$0**	**$0**	**$0**
TOTAL UTILITY-GAS	**$0**	**$0**	**$947**	**$0**	**$0**	**$0**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	WATER CAPITAL RECOVERY	400-730 WATER RECOVERY

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6304 PROF.SERV.-OTHER	$0	$0	$0	$0	$106,656	$400,000
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$0**	**$106,656**	**$400,000**
6409 SYSTEM EXPANSION	$0	$0	$0	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL WATER CAPITAL RECOVERY	**$0**	**$0**	**$0**	**$0**	**$106,656**	**$400,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	SEWER CAPITAL RECOVERY	400-740 SEWER RECOVERY

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6304 PROF.SERV.-OTHER	$0	$0	$0	$0	$106,656	$400,000
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$0**	**$106,656**	**$400,000**
6409 SYSTEM EXPANSION	$0	$0	$947	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$0**	**$947**	**$0**	**$0**	**$0**
TOTAL SEWER CAPITAL RECOVERY	**$0**	**$0**	**$947**	**$0**	**$106,656**	**$400,000**

CITY OF TOMBALL
CAPITAL IMPROVEMENT PROJECTS
As of 6/30/2019

PROJECT #	PROJECT NAME	Percentage of Completion	PROJECT DESCRIPTION	DETAIL OF CASH ALLOCATED FOR PROJECT	SUMMARY OF CASH ALLOCATED FOR PROJECT	PAID TO DATE	REMAINING CASH ALLOCATED FOR PROJECT
161	Rudolph Road and Utilities	14%	Project includes land acquisition and providing street and utility improvements to current standards as a collector street FY2012 EF Reprogrammed from 400-615-6409 FY2012 EF 400-613-6409 FY2012 EF 400-614-6409 FY2012 EF 400-615-6409 FY2012 EF reprogrammed from 400-614-6409 FY2012 GF 400-154-6409 FY2013 EF Reprogrammed from 400-614-6409 FY2019 WCR 400-731-6409 FY2019 SCR 400-741-6409	62,507 46,656 45,617 49,481 34,387 59,489 2,084 46,656 262,088	608,965	87,717	521,248
179	Tomball Business and Technology Park (bond funded)	100%	Located at the NW corner of Hufsmith Kohrville and Holderrieth Road for the development of a Business Park FY2013-Bond Funded - 460-460-6409	8,500,000	8,500,000	8,500,000	-
180	M121 Final Phase (Bond Funded)	51%	Consists of two drainage channels, i.e. 121W & 121E. M500 reduce detention Basin. Serving a central area of Tomball. Project to alleviate conditions that cause localized flooding and on-site detention. M121 West is being constructed with bond funds. FY2012 Bonds 400-154-6409 FY2015 Bonds 400-154-6409 Reprogrammed from Proj 180 to 181 FY2019 Bonds 400-154-6409 Reprogrammed to Proj 181	10,801,102 (266,267) (40,752)	10,494,083	5,333,693	5,160,390
184	Infrastructure Master Plan and Capital Recovery Fee	Infrastructure Master Plan and Capital Recovery Fee	The 10 Year Master Plan is a planning tool to estimate growth within the city limits and ETJ from 2013 to 2023 and at ultimate buildout. This helps determine the infrastructure needs to accommodate growth and estimate the cost and impact fee related to the infrastructure improvements FY2013 GF 400-454-6304 FY2019 Reprogrammed to Drainage Cap Recovery	51,000 (1,885)	49,115	49,115	-
186	Downtown Development (Main Street)	3%	Development of the Downtown area, Main street to Four Corners FY2014 RLC 400-121-6409 FY2014 GF 400-154-6409 FY2014 GF 400-154-6409 FY2015 GF 400-154-6409 FY2015 GF 400-154-6409 FY2015 RLC 400-121-6409 Reprogrammed from Medical District Sidewalks	100,000 75,000 500,000 50,000 400,000 34,633	1,159,633	108,156	1,051,478
207	2920 Main St. Project		Funding for major improvements to FM2920 (Main Street) from the downtown area to Four Corners in conjunction with H-GAC and TxDOT. Initial funding for surveying, engineering, and right of way acquisition. (Cap $3M) FY2017 400-154-6409 FY2018 400-154-6409 FY2019 400-154-6409	1,500,000 250,000 250,000	2,000,000	-	2,000,000
						PROJ 186 & 207 NET TOTAL	**3,051,478**
188	Broussard Community Park	67%	Community Park located on E. Hufsmith near the intersection of Zion Rd. The park will include soccer fields and interactive areas. FY2015 GF 100-153-6409 FY2015 GF 400-153-6409 FY2016 GF 400-153-6409 FY2017 GF 400-153-6409 FY2018 GF 400-153-6409 FY2019 PARKS AND WILDLIFE - Approved Reim. Grant FY2019 GF 400-153-6409 FY2020 GF 400-153-6409	43,803 156,197 100,000 300,000 200,000 258,320 350,000 200,000	1,608,320	1,074,344	533,976
195	Wayne Stovall Sports Complex Improvement	97%	Funding for additional improvements to Wayne Stovall Sports Complex including concession stands and replacement of the barn FY2016 100-153-6207 FY2017 400-153-6409 FY2018 400-153-6409 FY2020 400-153-6409 FY2020 400-153-6409 Reprogrammed to Proj 216	195,580 180,000 380,000 20,000 (350,519)	425,061	410,898	14,163
198	Upgrades to NWWTP	75%	Replace electrical conductors, and clarifier equipment, inspect and rehab hydro tanks in the non-potable water system, replace air lift pump controls and new sluice gate, replace electric conduits in the dechlorination and chlorination systems and sludge thickener. FY2016 EF 400-614-6409 FY2017 EF 400-614-6409 FY2017 EF 400-614-6409	450,000 1,388,135 1,000,000	2,838,135	-	2,838,135
199	Upgrades to SWWTP		Install new vertical turbine pumps, extend piping and relocate flow meters, renovate operations building FY2016 EF 400-614-6409 FY2017 EF 400-614-6409	200,000 448,525	648,525	-	648,525
202	Critical Needs Assessment - Improvements		Freese & Nichols Critical Needs Assessment Report recommendations for improvements/upgrades to both the north and south wastewater treatment plants. FY2018 EF 400-614-6409 FY2019 EF 400-614-6409	800,000 1,078,744	1,878,744	4,012,568	(2,133,824)
						WWTP PROJ 198 / 199 / 202	**1,352,836**
201	Sewer Modeling	99%	Create a computer model of the sewer system using GIS to represent how it performs in the field to assess and predict performance changes FY2017 EF 400-614-6409 FY2019 EF 400-614-6409	150,000 44,900	194,900	192,587	2,313
203	Medical Complex Drive Segment 4B and M118 (Proposed bond funded)	6%	Construct a two lane roadway and install utilities between South Persimmon east to Hufsmith Kohrville and construct M118 drainage channel south of the Medical Complex Drive location. FY2017 GF 400-154-6409	20,225,000	20,225,000	1,166,308	19,058,692

CITY OF TOMBALL
CAPITAL IMPROVEMENT PROJECTS
As of 6/30/2019

PROJECT #	PROJECT NAME	Percentage of Completion	PROJECT DESCRIPTION	DETAIL OF CASH ALLOCATED FOR PROJECT	SUMMARY OF CASH ALLOCATED FOR PROJECT	PAID TO DATE	REMAINING CASH ALLOCATED FOR PROJECT
205	Sidewalks	57%	FY2017- Quinn and Holderreith - $323,541 (121) FY2018 -Theis and Johnson - $310,000 (121) FY2018 - S of Commerce, Elm to Cherry $100,406 (154) FY2018 - W of Walnut, Commerce to N of Main $18,646 (154) FY2018 - S of Market, Whisp.Willow to Cherry $22,950 (154) FY2018 - N of Market from Cherry to Walnut $48,768 (154) FY2019 Alley/Market Street Sidewalks $356,500 (154) FY2020 - Country Meadows $20,000 (154) FY2020 - Alley/Market Street 200 block (121)		1,442,814	826,249	616,565
			FY2017 Red Light - RLC 400-121-6409	323,541			
			FY2017 Red Light - RCL 400-121-6409 to Proj 194	(82,959)			
			FY2018 Red Light - 400-121-6409	310,000			
			FY2018 GF - 400-154-6409	200,000			
			FY2019 GF - 400-154-6409	356,500			
			FY2019 GF - 400-154-6409 Reprogrammed from Proj 103	16,515			
			FY2020 GF - 400-154-6409	20,000			
			FY2020 Red Light - 400-121-6409	299,217			
206	East Side Water Loop Line	33%	Install water line beginning at Snook, east on Hufsmith, around to Broussard Park and then west on Zion Rd. to form a loop on the east side of the City.		1,600,001	521,590	1,078,410
			FY2017 EF 400-613-6409 Reprogrammed	145,479			
			FY2017 EF 400-613-6409 Reprogrammed	69,718			
			FY2017 EF 400-613-6409 Reprogrammed	29,014			
			FY2017 EF 400-613-6409 Reprogrammed	89,806			
			FY2017 EF 400-613-6409 Reprogrammed	465,983			
			FY2020 WCR 400-731-6409	400,000			
			FY2020 SCR 400-741-6409	400,000			
210	2017 Water Modeling	101%	Study showing different water demand scenarios including fire flow demands will be modeled through the City.		75,798	76,813	(1,016)
			FY2017 EF 400-613-6409	20,000			
			FY2018 EF 400-613-6409	55,000			
			FY2019 EF 400-613-6409	798			
211	Public Works Parking Lot Expansion	100%	Expanding Public Works Parking lot in two phases. Phase 1 will be directly in front of the administrative building. Phase 2 will be directly in front of the service center. Each phase is $230,000		31,067	31,067	-
			FY2018 GF 400-154-6409	460,000			
			FY2020 GF 400-154-6409 Reprogrammed to 216	(428,933)			
213	M&R Matheson Park	0%	Needed improvements to Mathson Park including completion of replacement of fencing, mulch, addition of retaining wall, and new playground equipment		100,000	-	100,000
			FY2020 GF 400-153-6409	100,000			
214	Impact Fee Update	0%	FY2019 WCR 400-731-6409	30,000	60,000	-	60,000
			FY2019 SCR 400-741-6409	30,000			
215	Lizzie Lane Persimmon Drainage	0%	FY2020 GF 400-154-6409	200,000	200,000	-	200,000
216	North Star Estates/Rigel Court Retaining Wall	0%	FY2020 GF 400-153-6409 Reprogrammed from Proj 195	350,519	779,452	-	779,452
			FY2020 GF 400-154-6409 Reprogrammed from Proj 211	428,933			
217	Design of SCADA	0%	Create the platform and basis of a SCAD (Supervisory control and data acquisition) system for all the utilities - water, sewer, and gas		110,000	-	110,000
			FY2019 WCR 400-731-6409	30,000			
			FY2019 SCR 400-741-6409	30,000			
			FY2020 EF 400-614-6409	50,000			
218	Theis Nature Preserve Masterplan	0%	FY2020 GF 400-153-6409	50,000	50,000	-	50,000
219	Utility Easement Survey and Clearing	0%	FY2020 EF 400-613-6409	105,000	105,000	-	105,000
220	DRI-PRIME System at 2920 Lift Station	0%	FY2020 EF 400-614-6409	80,000	80,000	-	80,000
221	Steel Line Upgrade	0%	FY2020 EF 400-615-6409	100,000	100,000	-	100,000
222	Mulbery/Agg Drainage Extension	0%	FY2020 DCR 400-454-6409	157,152	157,152	-	157,152
NWWTP Sewer Effluent Reuse		0%	Study to determine if the treated water can be used for irrigation		75,000	-	75,000
			FY2014 EF 400-614-6409	75,000			
SWWTP Expansion		0%	Initial Study to determine if the SWWTP needs to be expanded and when design should begin		75,000	-	75,000
			FY2014 EF 400-614-6409	75,000			
Drainage Capital Recovery			Fund Balance		-	-	-
			FY2012	132,902			
			FY2013 Budget for project 184	(51,000)			
			FY2015	73,752			
			FY2016	1,498			
			FY2020 Budget for Mulbuerry Drainage Project	(157,152)			

PROJECT ACCOUNTS	DETAIL OF CASH ALLOCATED FOR PROJECT	EXPENSE TO DATE	REMAINING CASH ALLOCATED FOR PROJECT
100-153-6207	195,580	195,580	-
100-153-6409	43,803	43,803	-
400-121-6409	984,432	354,307	630,126
400-153-6409	2,036,197	1,285,270	750,927
400-154-6409	35,056,587	7,077,886	27,978,701
400-454-6409	206,267	49,115	157,152
400-613-6304	-	2,160	(2,160)
400-613-6409	1,027,454	593,409	434,045
400-614-6409	5,922,392	4,263,804	1,658,588
400-615-6304	-	1,401	(1,401)
400-615-6409	211,988	2,985	209,003
400-731-6409	506,656	-	506,656
400-741-6409	722,088	-	722,088
PARKS AND WILDLIFE	258,320	-	258,320
460-460-6409	8,500,000	8,500,000	-
TOTAL FOR FUND 400	**$ 55,671,764.47**	**$ 22,369,720.28**	**$ 33,302,044.19**

City of Tomball
460-Capital Projects Fund - Business Park
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Transfers			$ -	$ -	$ -	
Certificates of Obligation			-	-	-	
Premium on Bonds			-			
Interest	16,558	13,264	16,588	15,000	5,000	30,000
Total	$ 16,558	$ 13,264	$ 16,588	$ 15,000	$ 5,000	$ 30,000
Expenditures:						
Capital Outlay	5,636,263	125,642	33,435	-	-	-
Bond Fees and Costs			$ -	$ -	$ -	$ -
Total	$ 5,636,263	$ 125,642	$ 33,435	$ -	$ -	$ -
Revenues Over (Under) Expenditures	$ (5,619,705)	$ (112,378)	$ (16,847)	$ 15,000	$ 5,000	$ 30,000
Beginning Fund Balance	$ 6,655,120	$ 1,035,415	$ 923,037	$ 906,190	$ 906,190	$ 911,190
Ending Fund Balance	$ 1,035,415	$ 923,037	$ 906,190	$ 921,190	$ 911,190	$ 941,190

CITY OF TOMBALL BUSINESS PARK PROJECTS FUND - 460						
	2016	2017	2018	2019	2019	2020
BUSINESS PARK PROJECTS	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5800 INTEREST INCOME	16,558	13,264	16,588	15,000	5,000	30,000
TOTAL BUSINESS PARK PROJECTS	**16,558**	**13,264**	**16,588**	**15,000**	**5,000**	**30,000**

CITY OF TOMBALL		
FUND	**DEPARTMENT**	**DIVISION**
BUSINESS PARK	TEDC BUSINESS PARK	460-460 TEDC BUSINESS PARK

DETAILS

LINE ITEMS	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 PROJECTION	2020 BUDGET
6409 SYSTEM EXPANSION	$5,636,263	$125,642	$33,435	$0	$0	$0
CAPITAL OUTLAY	**$5,636,263**	**$125,642**	**$33,435**	**$0**	**$0**	**$0**
DEBT	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL TEDC BUSINESS PARK	**$5,636,263**	**$125,642**	**$33,435**	**$0**	**$0**	**$0**

Enterprise Fund - 600
Statement of Revenues, Expenditures, and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY2016 Actuals	FY2017 Actuals	FY2018 Actuals	FY2019 Budget	FY2019 Projections	FY2020 Budget
Operating Revenues:						
Water sales	$ 4,654,043	$ 5,092,916	$ 5,347,170	$ 4,800,000	$ 4,800,000	$ 5,000,000
Sewer sales	2,316,495	2,434,143	2,405,689	2,500,000	2,200,000	2,500,000
Gas sales	2,844,005	2,655,884	3,139,726	3,300,000	3,500,000	3,400,000
Tap fees	105,060	129,410	290,770	170,000	205,000	205,000
Reconnect fees	27,394	26,681	18,403	27,500	18,000	25,000
Interest	32,465	60,912	103,484	71,250	140,000	140,000
Contributions	558,148	558,148	558,148	558,148	558,148	370,000
Other	199,590	142,892	198,990	172,500	181,750	191,750
Total Operating Revenues	10,737,200	11,100,984	12,062,380	11,599,396	11,602,896	11,831,750
Expenses:						
Enterprise Administration	4,758,133	3,333,064	3,356,260	3,741,683	3,651,117	3,645,830
Utility Billing	268,105	275,695	343,111	351,927	338,182	361,541
Water	2,593,340	3,032,640	3,668,770	4,169,565	4,125,393	3,941,730
Wastewater	2,296,380	2,777,501	2,041,848	2,785,317	3,291,341	1,629,024
Gas	1,215,878	1,353,339	1,589,500	1,905,777	1,912,892	1,954,637
Total Operating Expenses	11,131,836	10,772,239	10,999,489	12,954,269	13,318,925	11,532,762
Net Revenue Available for Debt	(394,636)	328,745	1,062,891	(1,354,873)	(1,716,029)	298,988
Debt Service	113,075	96,284	637,065	651,031	651,031	620,135
Total Debt Service	113,075	96,284	637,065	651,031	651,031	620,135
Net Income (Excluding Depr.)	(507,711)	232,462	425,826	(2,005,904)	(2,367,060)	(321,147)
Beginning Fund Balance	10,560,041	10,052,330	10,284,791	10,710,618	10,710,618	8,343,558
Ending Fund Balance	$ 10,052,330	$ 10,284,791	$ 10,710,618	$ 8,704,714	$ 8,343,558	$ 8,022,410
Operating Costs per Day						
Fund Balance as % of Operating Costs	90%	95%	97%	67%	63%	70%

CITY OF TOMBALL ENTERPRISE FUND - 600						
	2016	2017	2018	2019	2019	2020
ENTERPRISE FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5500 SALE OF CITY PROPERTY	39,850	11,511	4,417	25,000	30,000	40,000
5550 MISCELLANEOUS INCOME	-	1,158	13,837	750	10,000	5,000
5560 RETURNED CHECK FINES	433	626	504	750	750	750
5600 WATER SALES	4,654,043	5,092,916	5,347,170	4,800,000	4,800,000	5,000,000
5610 WATER TAPS	40,790	46,640	106,435	55,000	60,000	60,000
5620 WATER RECONNECT FEES	27,394	26,681	18,403	27,500	18,000	25,000
5630 AMP PLAN BALANCE	570	(2,021)	(595)	1,000	1,000	1,000
5640 SEWER SALES	2,316,495	2,434,143	2,405,689	2,500,000	2,200,000	2,500,000
5650 SEWER TAPS	21,435	30,940	76,930	55,000	60,000	60,000
5670 GAS SALES	2,844,005	2,655,884	3,139,726	3,300,000	3,500,000	3,400,000
5680 GAS TAPS	42,835	51,830	107,405	60,000	85,000	85,000
5690 PENALTIES	111,565	86,379	132,085	100,000	100,000	100,000
5695 ADMINISTRATIVE CHARGES	47,021	47,794	48,607	45,000	40,000	45,000
5770 TEDC CONTRIBUTIONS	558,148	558,148	558,148	558,148	558,148	370,000
5780 OTHER REIMBURSEMENTS	-	-	-	-	46,300	-
5800 INTEREST INCOME	32,465	60,912	103,484	71,250	140,000	140,000
5961 TRANSFER IN	-	-	-	128,744	128,744	-
5801 UNREALIZED GAIN ON INVESTMENTS	151	(2,555)	135	-	-	-
TOTAL ENTERPRISE FUND	**10,737,200**	**11,100,986**	**12,062,380**	**11,728,142**	**11,777,942**	**11,831,750**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	ADMINISTRATIVE	600-611 - ADMINISTRATIVE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$218,458	$215,640	$230,245	$207,980	$167,871
6005 WAGES-OVERTIME	$918	$1,460	$2,060	$4,120	$4,120
6009 WAGES-OTHER	$13,365	$15,217	$0	$9,866	$14,411
6011 VACATION PAY	$18,588	$11,857	$19,075	$15,458	$19,823
6012 SICK PAY	$8,179	$4,455	$15,442	$14,737	$12,009
6013 EMERGENCY PAY	$576	$0	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$3,035
6019 MISCELLANEOUS PAY	$2,495	$2,735	$2,900	$2,900	$2,260
6021 FICA-MED/SS	$21,934	$20,434	$24,177	$23,895	$25,114
6022 TMRS-EMPLOYER	$122,668	$38,409	$43,179	$43,498	$44,934
6025 WORKER COMPENSATION INS.	$2,842	$3,255	$3,518	$2,890	$2,500
6030 EMPLOYEE TUITION REIMBURSEMENT	$2,941	$4,000	$4,000	$4,000	$4,000
6040 OTHER POST EMPLOYMENT BEN.	$19,158	$0	$0	$0	$0
PERSONNEL SERVICES	**$465,022**	**$351,423**	**$383,100**	**$383,034**	**$397,323**
6101 OFFICE AND COMPUTER SUPPLIES	$534	$1,030	$1,100	$1,100	$2,000
6102 EDUCATIONAL SUPPLIES	$0	$725	$800	$200	$200
6103 COMPUTER SUPPLIES		$0	$0	$0	$16,500
6105 FOOD SUPPLIES	$1,206	$1,710	$2,000	$1,200	$1,200
6106 MATERIALS AND PARTS	$0	$0	$0	$0	$0
6107 CLOTHING AND UNIFORMS	$1,165	$1,293	$1,000	$1,300	$1,600
6108 FUEL, OIL AND LUBRICANTS	$2,552	$1,964	$3,000	$2,500	$2,500
6109 POSTAGE	$63	$21	$100	$50	$50
6119 OTHER SUPPLIES	$68	$633	$350	$350	$350
SUPPLIES	**$5,588**	**$7,376**	**$8,350**	**$6,700**	**$24,400**
6203 RADIO EQUIPMENT MAINTENANCE	$0	$0	$0	$300	$300
6205 VEHICLE EQUIPMENT MAINTENANCE	$372	$540	$200	$200	$200
6206 BUILDING MAINTENANCE		$0	$0	$0	$0
REPAIRS AND MAINTENANCE	**$372**	**$540**	**$200**	**$500**	**$500**
6302 PROFESSIONAL SERVICES,ENGINEER	$0	$44,650	$0	$14,350	$0
6304 PROFESSIONAL SERVICES,OTHER	$0	$0	$20,000	$20,000	$0
6312 COMMUNICATION SERVICES	$43,461	$47,535	$46,000	$38,000	$40,000
6320 SOFTWARE SERVICE	$0	$2,539	$3,300	$3,300	$0
6329 MISCELLANEOUS SERVICES	$0	$50	$0	$0	$0
6332 TRAVEL AND MEALS	$794	$2,846	$1,000	$2,000	$2,000
6333 DUES AND SUBSCRIPTIONS	$371	$463	$400	$200	$200
6334 AUTOMOBILE ALLOWANCES	$4,800	$6,600	$7,200	$7,200	$7,200
6335 ADVERTISING COST	$1,146	$0	$0	$0	$0
6337 TRAINING	$1,222	$2,294	$4,300	$4,500	$5,000
6362 PERMITS AND LICENSES	$255	$333	$275	$275	$275
SERVICES AND CHARGES	**$52,049**	**$107,310**	**$82,475**	**$89,825**	**$54,675**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	ADMINISTRATIVE	600-611 - ADMINISTRATIVE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6402 COMPUTER EQUIPMENT	$0	$0	$0	$1,000	$1,000
6410 DEPRECIATION EXPENSE	$0	$0	$0	$0	$0
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$1,000**	**$1,000**
6691 TRANSFERS OUT	$2,342,169	$2,384,166	$2,530,209	$2,530,209	$2,603,335
6692 TRANSFER TO EMP. BEN. TRUST	$467,864	$505,445	$542,349	$542,349	$542,349
6998 TRANSFER TO FLEET REPLACEMENT	$0	$0	$195,000	$97,500	$22,248
TRANSFERS	**$2,810,033**	**$2,889,611**	**$3,267,558**	**$3,170,058**	**$3,167,932**
TOTAL UTILITY-ADMINISTRATIVE	**$3,333,064**	**$3,356,260**	**$3,741,683**	**$3,651,117**	**$3,645,830**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY BILLING	600-612 UTILITY BILLING

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6001 SALARIES-ADMINISTRATIVE	$41,887	$49,529	$46,533	$45,047	$44,541
6003 WAGES-FULL TIME	$99,304	$116,965	$146,718	$141,116	$145,008
6005 WAGES-OVERTIME	$653	$1,435	$3,348	$3,000	$3,090
6009 WAGES-OTHER	$7,729	$9,362	$0	$4,859	$10,620
6011 VACATION PAY	$6,910	$7,829	$10,730	$10,837	$13,041
6012 SICK PAY	$5,237	$5,071	$9,494	$7,136	$8,479
6013 EMERGENCY PAY	$366	$0	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$2,017
6019 MISCELLANEOUS PAY	$895	$1,145	$1,865	$1,730	$2,015
6021 FICA-S.S. AND MEDICARE TAXES	$11,867	$13,431	$16,847	$16,191	$17,632
6022 TMRS-EMPLOYER	$22,498	$25,014	$30,087	$29,415	$31,548
6025 WORKER COMPENSATION INS.	$1,589	$2,613	$2,755	$2,301	$2,300
PERSONNEL SERVICES	**$198,935**	**$232,394**	**$268,377**	**$261,632**	**$280,291**
6101 OFFICE AND COMPUTER SUPPLIES	$16,168	$17,680	$3,200	$3,200	$3,200
6105 FOOD SUPPLIES	$33	$114	$100	$100	$100
6106 MATERIALS AND PARTS	$177	$115	$800	$800	$800
6107 CLOTHING AND UNIFORMS	$759	$1,325	$3,000	$3,000	$3,000
6108 FUEL, OIL AND LUBRICANTS	$1,400	$1,407	$3,500	$3,500	$3,500
6109 POSTAGE	$21,055	$20,625	$22,000	$22,000	$22,000
6119 OTHER SUPPLIES	$295	$483	$250	$250	$250
SUPPLIES	**$39,887**	**$41,749**	**$32,850**	**$32,850**	**$32,850**
6203 RADIO EQUIPMENT MAINTENANCE	$1,945	$51	$4,000	$2,000	$2,000
6204 OTHER EQUIPMENT MAINTENANCE		$0	$0	$0	$0
6205 VEHICLE MAINTENANCE	$705	$571	$1,000	$1,000	$1,000
REPAIRS AND MAINTENANCE	**$2,650**	**$622**	**$5,000**	**$3,000**	**$3,000**
6304 PROFESSIONAL SERVICES,OTHER	$14,971	$18,652	$20,000	$15,000	$15,000
6312 COMMUNICATION SERVICES	$1,863	$2,613	$2,400	$2,400	$2,400
6329 OTHER SERVICES	$13,364	$17,000	$17,000	$17,000	$17,000
6332 TRAVEL AND MEALS	$1,288	$1,697	$1,500	$1,500	$3,600
6333 DUES AND SUBSCRIPTIONS	$95	$191	$300	$300	$500
6337 TRAINING	$850	$1,200	$1,000	$1,000	$3,400
6361 STUDIES AND ANALYSIS		$0	$0	$0	$0
6362 PERMITS AND LICENSES	$1,792	$1,992	$3,500	$3,500	$3,500
SERVICES AND CHARGES	**$34,223**	**$43,345**	**$45,700**	**$40,700**	**$45,400**
CAPITAL OUTLAY	**$0**	**$0**	**$0**	**$0**	**$0**
6998 TRANSFER TO FLEET REPLACEMENT	$0	$25,000	$0	$0	$0
TRANSFERS	**$0**	**$25,000**	**$0**	**$0**	**$0**
TOTAL UTILITY BILLING	**$275,695**	**$343,111**	**$351,927**	**$338,182**	**$361,541**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY-WATER	600-613 - WATER

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$280,945	$243,397	$313,278	$293,894	$286,134
6004 WAGES-PART TIME	$3,071	$9,005	$5,150	$10,000	$5,150
6005 WAGES-OVERTIME	$17,528	$18,663	$13,648	$13,648	$13,648
6006 WAGES-ON CALL	$0	$2,297	$10,300	$26,000	$25,750
6009 WAGES-OTHER	$16,753	$11,214	$0	$7,889	$16,904
6011 VACATION PAY	$19,906	$12,639	$21,143	$15,329	$15,911
6012 SICK PAY	$15,595	$7,736	$14,684	$9,627	$12,757
6013 EMERGENCY PAY	$147	$636	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$1,484
6019 MISCELLANEOUS PAY	$3,840	$3,305	$3,675	$2,650	$1,630
6021 FICA-MED/SS	$25,825	$21,034	$29,359	$28,278	$29,136
6022 TMRS-EMPLOYER	$49,320	$38,574	$51,730	$50,576	$51,426
6025 WORKER COMPENSATION INS.	$10,560	$9,408	$9,850	$8,354	$8,200
6030 EMPLOYEE TUITION REIMBURSEMENT	$0	$0	$4,000	$4,000	$8,000
PERSONNEL SERVICES	**$443,490**	**$377,908**	**$476,817**	**$470,245**	**$476,130**
6101 OFFICE SUPPLIES	$486	$296	$300	$500	$300
6106 MATERIALS AND PARTS	$101,738	$77,550	$90,000	$150,000	$175,000
6107 CLOTHING AND UNIFORMS	$4,724	$5,328	$6,300	$6,300	$6,300
6108 FUEL, OIL AND LUBRICANTS	$11,158	$14,963	$12,000	$12,000	$12,000
6109 POSTAGE	$81	$0	$0	$0	$0
6110 CHEMICAL SUPPLIES	$57,889	$55,209	$65,000	$65,000	$65,000
6111 TAP SUPPLIES AND COMPONENTS	$99,441	$50,875	$120,000	$0	$0
6119 OTHER SUPPLIES	$6,874	$10,452	$23,700	$23,700	$24,300
SUPPLIES	**$282,391**	**$214,673**	**$317,300**	**$257,500**	**$282,900**
6204 OTHER EQUIPMENT MAINTENANCE	$1,576	$12,921	$5,000	$8,000	$8,000
6205 VEHICLE MAINTENANCE	$2,407	$4,443	$3,000	$2,000	$2,000
6206 BUILDING MAINTENANCE		$8,552	$0	$0	$0
6207 SYSTEM MAINTENANCE	$49,968	$208,085	$250,000	$230,000	$175,000
6219 OTHER MAINTENANCE	$0	$0	$250,000	$175,000	$0
REPAIRS AND MAINTENANCE	**$53,951**	**$234,001**	**$508,000**	**$415,000**	**$185,000**
6303 PROFESSIONAL SERVICES,LEGAL	$24,786	$313	$2,500	$0	$0
6304 PROFESSIONAL SERVICES,OTHER	$19,818	$17,508	$2,550	$7,000	$7,000
6305 N.HARRIS CTY.REG.WATER AUTH.	$2,084,615	$2,431,661	$2,600,000	$2,600,000	$2,700,000
6312 COMMUNICATION SERVICES	$5,580	$6,276	$6,000	$5,000	$5,000
6313 UTILITIES-ELECTRIC	$152,575	$162,069	$175,000	$175,000	$175,000
6316 PRINTING AND BINDING	$1,520	$0	$1,800	$0	$0
6329 OTHER SERVICES	$3,787	$1,074	$0	$8,000	$8,000
6332 TRAVEL AND MEALS	$62	$726	$300	$300	$300
6333 DUES AND SUBSCRIPTIONS	$1,019	$225	$1,100	$1,100	$1,100
6335 ADVERTISING COST	$432	$0	$450	$450	$450

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY-WATER	600-613 - WATER

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6336 EQUIPMENT RENTALS	$539	$0	$150	$1,000	$1,000
6337 TRAINING	$4,287	$2,425	$4,500	$5,000	$5,500
6361 STUDIES AND ANALYSIS	$10,342	$7,990	$8,500	$10,000	$10,000
6362 PERMITS AND LICENSES	$9,736	$10,066	$15,500	$15,500	$15,500
SERVICES AND CHARGES	**$2,319,098**	**$2,640,333**	**$2,818,350**	**$2,828,350**	**$2,928,850**
6402 COMPUTER EQUIPMENT	$0	$0	$0	$0	$2,000
6403 MACHINERY AND EQUIPMENT	$1,890	$0	$0	$0	$14,650
6404 RADIO EQUIPMENT	$0	$0	$0	$0	$2,200
6405 VEHICLE EQUIPMENT	$0	$0	$0	$200	$0
6409 SYSTEM EXPANSION	$0	$56,855	$48,300	$48,300	$50,000
CAPITAL OUTLAY	**$1,890**	**$56,855**	**$48,300**	**$48,500**	**$68,850**
BAD DEBTS	**$0**	**$0**	**$0**	**$0**	**$0**
6998 TRANSFER TO FLEET REPLACEMENT	$40,000	$90,000	$0	$0	$0
6999 TRANSFER TO CAPITAL PROJ. FUND	($108,180)	$55,000	$798	$105,798	$0
TRANSFERS	**($68,180)**	**$145,000**	**$798**	**$105,798**	**$0**
TOTAL UTILITY-WATER	**$3,032,640**	**$3,668,770**	**$4,169,565**	**$4,125,393**	**$3,941,730**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY-SEWER	600-614 - SEWER

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$368,495	$368,886	$404,830	$376,410	$383,734
6004 WAGES-PART TIME	$1,670	$3,678	$5,150	$12,144	$5,150
6005 WAGES-OVERTIME	$15,184	$14,576	$15,862	$15,862	$15,862
6006 WAGES-ON CALL	$40,880	$38,939	$25,750	$26,507	$25,750
6009 WAGES-OTHER	$20,908	$19,980	$0	$11,691	$22,896
6011 VACATION PAY	$28,770	$24,260	$28,042	$20,151	$27,999
6012 SICK PAY	$19,086	$21,867	$20,478	$11,368	$17,280
6013 EMERGENCY PAY	$725	$802	$0	$0	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$5,064
6019 MISCELLANEOUS PAY	$4,395	$4,935	$4,930	$4,245	$4,745
6021 FICA-MED/SS	$37,085	$35,218	$38,796	$35,829	$39,043
6022 TMRS-EMPLOYER	$69,043	$65,390	$68,585	$65,259	$69,151
6025 WORKER COMPENSATION INS.	$7,005	$7,206	$7,650	$6,611	$7,150
PERSONNEL SERVICES	**$613,246**	**$605,737**	**$620,073**	**$586,077**	**$623,824**
6101 OFFICE AND COMPUTER SUPPLIES	$238	$517	$300	$600	$500
6105 FOOD SUPPLIES	$74	$34	$100	$100	$100
6106 MATERIALS AND PARTS	$47,117	$15,016	$20,000	$30,000	$30,000
6107 CLOTHING AND UNIFORMS	$4,912	$5,979	$6,500	$6,300	$6,550
6108 FUEL, OIL AND LUBRICANTS	$12,069	$14,991	$15,000	$15,000	$15,000
6109 POSTAGE	$69	$32	$100	$100	$100
6110 CHEMICAL SUPPLIES	$76,959	$75,125	$80,000	$83,000	$85,000
6119 OTHER SUPPLIES	$8,884	$11,065	$18,000	$20,000	$32,300
SUPPLIES	**$150,322**	**$122,759**	**$140,000**	**$155,100**	**$169,550**
6203 RADIO EQUIPMENT MAINTENANCE	$0	$0	$0	$300	$300
6204 OTHER EQUIPMENT MAINTENANCE	$19,255	$15,492	$20,000	$20,000	$20,000
6205 VEHICLE MAINTENANCE	$7,729	$6,980	$5,000	$5,000	$5,000
6206 BUILDING MAINTENANCE	$0	$4,962	$44,000	$44,000	$5,000
6207 SYSTEM MAINTENANCE	$172,718	$318,861	$346,000	$795,000	$250,000
6219 OTHER MAINTENANCE	$5,045	$0	$10,000	$0	$0
REPAIRS AND MAINTENANCE	**$204,747**	**$346,295**	**$425,000**	**$864,300**	**$280,300**
6302 PROFESSIONAL SERVICES,ENGINEER	$0	$0	$0	$5,000	$0
6303 PROFESSIONAL SERVICES,LEGAL	$24,786	$313	$2,500	$0	$0
6304 PROFESSIONAL SERVICES,OTHER	$29,220	$11,189	$30,000	$30,000	$10,000
6312 COMMUNICATION SERVICES	$3,568	$3,670	$3,600	$1,500	$3,000
6313 UTILITIES-ELECTRIC	$157,761	$155,847	$165,000	$165,000	$165,000
6329 OTHER SERVICES	$122,691	$63,740	$120,000	$125,000	$125,000
6333 DUES AND SUBSCRIPTIONS	$1,148	$225	$1,500	$1,500	$1,500
6335 ADVERTISING COST	$0	$6,197	$0	$0	$0
6336 EQUIPMENT RENTALS	$3,895	$5,100	$5,000	$4,500	$4,500
6337 TRAINING	$3,038	$1,865	$3,000	$7,000	$5,000
6361 STUDIES AND ANALYSIS	$65,418	$55,369	$55,000	$60,000	$60,000

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY-SEWER	600-614 - SEWER

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6362 PERMITS AND LICENSES	$51,710	$34,904	$50,000	$45,000	$50,000
SERVICES AND CHARGES	**$463,235**	**$338,419**	**$435,600**	**$444,500**	**$424,000**
6402 COMPUTER EQUIPMENT	$0	$0	$0	$0	$3,000
6403 MACHINERY AND EQUIPMENT	$755	$0	$16,000	$12,720	$51,150
6404 RADIO EQUIPMENT	$0	$0	$0	$0	$2,200
6409 SYSTEM EXPANSION	$0	$28,637	$25,000	$25,000	$25,000
CAPITAL OUTLAY	**$755**	**$28,637**	**$41,000**	**$37,720**	**$81,350**
6998 TRANSFER TO FLEET REPLACEMENT	$0	$0	$0	$0	$0
6999 TRANSFER TO CAPITAL PROJ. FUND	$1,345,196	$600,000	$1,123,644	$1,203,644	$50,000
TRANSFERS	**$1,345,196**	**$600,000**	**$1,123,644**	**$1,203,644**	**$50,000**
DEBT	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL SEWER	**$2,777,501**	**$2,041,848**	**$2,785,317**	**$3,291,341**	**$1,629,024**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY-GAS	600-615 - GAS

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6003 WAGES-FULL TIME	$218,675	$217,567	$250,630	$232,544	$241,236
6004 WAGES-PART TIME	$4,466	$2,190	$5,150	$10,000	$5,150
6005 WAGES-OVERTIME	$11,916	$14,416	$12,360	$12,360	$12,360
6006 WAGES-ON CALL	$23,824	$24,774	$25,750	$12,750	$10,300
6009 WAGES-OTHER	$12,131	$13,634	$0	$7,185	$14,451
6011 VACATION PAY	$16,101	$15,369	$15,657	$15,370	$18,210
6012 SICK PAY	$8,726	$6,172	$13,617	$9,542	$10,906
6013 EMERGENCY PAY	$0	$478	$0	$599	$0
6015 SICK TIME BUYBACK	$0	$0	$0	$0	$2,439
6019 MISCELLANEOUS PAY	$2,665	$2,800	$2,990	$3,815	$2,975
6021 FICA-MED/SS	$22,137	$20,992	$25,057	$22,821	$24,471
6022 TMRS-EMPLOYER	$40,792	$39,121	$44,046	$40,422	$43,079
6025 WORKER COMPENSATION INS.	$2,415	$3,104	$3,520	$3,034	$3,410
PERSONNEL SERVICES	**$363,848**	**$360,617**	**$398,777**	**$370,442**	**$388,987**
6101 OFFICE SUPPLIES	$146	$296	$300	$650	$300
6105 FOOD SUPPLIES	$0	$278	$0	$0	$0
6106 MATERIALS AND PARTS	$56,548	$81,677	$80,000	$160,000	$165,000
6107 CLOTHING AND UNIFORMS	$3,282	$4,516	$4,200	$4,200	$4,200
6108 FUEL, OIL AND LUBRICANTS	$11,620	$15,045	$12,000	$12,000	$12,000
6109 POSTAGE	$430	$441	$500	$100	$500
6110 CHEMICAL SUPPLIES	$1,552	$0	$3,000	$5,500	$4,000
6111 TAP SUPPLIES AND COMPONENTS	$13,530	$14,154	$25,000	$0	$0
6119 OTHER SUPPLIES	$14,220	$11,853	$18,000	$25,000	$27,800
6129 GAS PURCHASES	$818,428	$945,743	$1,200,000	$1,100,000	$1,000,000
SUPPLIES	**$919,756**	**$1,074,003**	**$1,343,000**	**$1,307,450**	**$1,213,800**
6203 RADIO EQUIPMENT MAINTENANCE	$0	$0	$0	$0	$0
6204 OTHER EQUIPMENT MAINTENANCE	$1,550	$10,855	$2,000	$43,000	$43,000
6205 VEHICLE MAINTENANCE	$1,436	$1,915	$1,500	$2,500	$2,500
6207 SYSTEM MAINTENANCE	$14,658	$83,285	$65,000	$65,000	$160,000
6219 OTHER MAINTENANCE	$0	$99	$0	$0	$0
REPAIRS AND MAINTENANCE	**$17,644**	**$96,154**	**$68,500**	**$110,500**	**$205,500**
6304 PROFESSIONAL SERVICES,OTHER	$14,520	$18,101	$15,000	$15,000	$30,000
6312 COMMUNICATION SERVICES	$2,638	$2,740	$2,700	$2,700	$2,700
6313 UTILITIES-ELECTRIC	$1,656	$1,431	$1,800	$1,800	$1,800
6322 INSPECTION SERVICES	$0	$0	$4,000	$4,000	$4,000
6329 OTHER SERVICES	$4,854	$5,602	$4,500	$7,000	$5,000
6332 TRAVEL AND MEALS	$0	$89	$0	$0	$0
6333 DUES AND SUBSCRIPTIONS	$1,438	$4,591	$1,500	$1,500	$1,500
6335 ADVERTISING COST	$675	$7,221	$7,000	$7,000	$7,000

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY-GAS	600-615 - GAS

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6336 EQUIPMENT RENTALS	$0	$710	$3,000	$1,500	$1,500
6337 TRAINING	$27,444	$14,872	$28,000	$28,000	$28,000
6361 STUDIES AND ANALYSIS	$0	$0	$0	$3,000	$3,000
6362 PERMITS AND LICENSES	$2,733	$3,370	$3,000	$3,000	$3,000
SERVICES AND CHARGES	**$55,958**	**$58,727**	**$70,500**	**$74,500**	**$87,500**
6402 COMPUTER EQUIPMENT	$0	$0	$0	$0	$3,000
6403 MACHINERY AND EQUIPMENT	$3,645	$0	$0	$0	$23,650
6404 RADIO EQUIPMENT	$0	$0	$0	$0	$2,200
6409 SYSTEM EXPANSION	$0	$0	$25,000	$50,000	$0
CAPITAL OUTLAY	**$3,645**	**$0**	**$25,000**	**$50,000**	**$58,850**
6998 TRANSFER TO FLEET REPLACEMENT	$0	$0	$0	$0	$0
6999 TRANSFER TO CAPITAL PROJ. FUND	($7,512)	$0	$0	$0	$100,000
TRANSFERS	**($7,512)**	**$0**	**$0**	**$0**	**$0**
TOTAL UTILITY-GAS	**$1,353,339**	**$1,589,500**	**$1,905,777**	**$1,912,892**	**$1,954,637**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	DEBT	600-616 DEBT

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6901 INTEREST - BONDS	$95,514	$78,888	$75,501	$75,501	$55,605
6906 BOND FEES AND COST	$770	$770	$780	$780	$780
6911 PRINCIPAL - BONDS	$0	$0	$574,750	$574,750	$563,750
DEBT	**$96,284**	**$637,065**	**$651,031**	**$651,031**	**$620,135**
TOTAL DEBT	**$96,284**	**$637,065**	**$651,031**	**$651,031**	**$620,135**

Fleet Replacement Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Transfers - General Fund	390,000	141,812	274,500	200,000	100,000	108,000
Transfers - Enterprise Fund	-	40,000	115,000	195,000	97,500	22,248
Transfers - Special Revenue	20,000	20,000	20,000	20,000	20,000	-
Other	44,982	10,083	19,875	10,000	1,667	20,000
Interest	5,693	13,390	26,916	25,000	25,000	50,000
Total	460,675	225,285	456,291	450,000	244,167	200,248
Expenditures:						
Capital Outlay - General Fund	312,344	328,291	301,746	324,808	338,076	388,000
Capital Outlay - Enterprise Fund	88,839	88,491	113,783	139,200	149,678	336,000
Total	401,183	416,782	415,528	464,008	487,754	724,000
Revenues Over (Under) Expenditures	59,492	(191,497)	40,763	(14,008)	(243,588)	(523,752)
Beginning Fund Balance	2,819,599	2,879,089	2,687,592	2,728,355	2,728,355	2,484,767
Ending Fund Balance	2,879,089	2,687,592	2,728,355	2,714,347	2,484,767	1,961,015

CITY OF TOMBALL
FLEET REPLACEMENT FUND

	2016	2017	2018	2019	2019	2020
FLEET REPLACEMENT FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5500 SALE OF CITY PROPERTY	70,095	10,083	19,875	10,000	1,667	20,000
5741 GAIN (LOSS) DISPOSAL CITY PROP	(25,113)	-	-	-	-	-
5800 INTEREST INCOME	5,693	13,390	26,916	25,000	25,000	50,000
5910 TRANSFER FROM GENERAL FUND	390,000	141,812	274,500	200,000	100,000	108,000
5911 TRANSFER FROM UTILITY FUND	-	40,000	115,000	195,000	97,500	22,248
5961 TRANSFER IN	20,000	20,000	20,000	20,000	20,000	-
TOTAL FLEET REPLACEMENT FUND	**460,675**	**225,285**	**456,291**	**450,000**	**244,167**	**200,248**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
FLEET REPLACEMENT	GEN FUND FLEET REPLACEMEN	650-651 GEN FUND FLEET

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6304 PROF. SERV. - OTHER	$0	$5,000	$0	$0	$0
6403 MACHINERY AND EQUIPMENT	$0	$94,556	$0	$27,600	$0
6405 VEHICLE EQUIPMENT	$37,253	$253,188	$324,808	$310,476	$388,000
6410 DEPRECIATION EXPENSE	$291,038	($50,999)	$0	$0	$0
CAPITAL OUTLAY	**$328,291**	**$301,746**	**$324,808**	**$338,076**	**$388,000**
TOTAL GEN FUND FLEET REPLACEMEN	**$328,291**	**$301,746**	**$324,808**	**$338,076**	**$388,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
FLEET REPLACEMENT	UTILITY FUND FLEET REPLAC	650-652 UTILITY FUND FLEET

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6403 MACHINERY AND EQUIPMENT	$0	$59,556	$85,200	$92,295	$162,000
6405 VEHICLE EQUIPMENT	$5,133	$54,227	$54,000	$57,383	$174,000
6410 DEPRECIATION EXPENSE	$83,358	$0	$0	$0	$0
CAPITAL OUTLAY	**$88,491**	**$113,783**	**$139,200**	**$149,678**	**$336,000**
TOTAL UTILITY FUND FLEET REPLAC	**$88,491**	**$113,783**	**$139,200**	**$149,678**	**$336,000**

730 - Water Capital Recovery Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Water Capital Recovery Fee	333,874	240,183	415,107	200,000	350,000	400,000
Interest	5,149	12,295	28,787	26,000	50,000	52,000
Total	339,023	252,478	443,894	226,000	400,000	452,000
Expenditures:						
Services and Charges	-	-	-	-	-	-
Transfers Out	-	465,983	-	106,656	106,656	400,000
Total	-	465,983	-	106,656	106,656	400,000
Revenues Over (Under) Expenditures	339,024	(213,504)	443,895	119,345	293,345	52,001
Beginning Fund Balance	1,523,965	1,862,989	1,649,485	1,649,485	1,649,485	1,942,830
Ending Fund Balance	1,862,989	1,649,485	2,093,380	1,768,830	1,942,830	1,994,831

CITY OF TOMBALL
WATER CAPITAL RECOVERY FUND - 730

	2016	2017	2018	2019	2019	2020
WATER CAPITAL RECOVERY FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5800 INTEREST INCOME	5,149	12,295	28,787	26,000	50,000	52,000
5810 WATER CAPITAL RECOVERY FEE	333,874	240,183	415,107	200,000	350,000	400,000
TOTAL WATER CAPITAL RECOVERY FUND	**339,023**	**252,478**	**443,894**	**226,000**	**400,000**	**452,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
WATER CAPITAL RECOVERY	WATER CAPITAL RECOVERY	730-731 WATER CAPITAL

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6304 PROF.SERV.-OTHER	$0	$0	$0	$0	$0
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$0**	**$0**
6690 TRANSFER TO UTILITY SINKING	$0	$0	$0	$0	$0
6691 TRANSFERS OUT	$465,983	$0	$106,656	$106,656	$400,000
TRANSFERS	**$465,983**	**$0**	**$106,656**	**$106,656**	**$400,000**
TOTAL WATER CAPITAL RECOVERY	**$465,983**	**$0**	**$106,656**	**$106,656**	**$400,000**

740 - Sewer Capital Recovery Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Sewer Capital Recovery Fee	329,761	208,850	417,256	260,000	350,000	400,000
Interest	5,976	12,139	23,827	21,000	35,000	40,000
Total	335,737	220,989	441,083	281,000	385,000	440,000
Expenditures:						
Transfers	-	1,000,000	-	322,088	322,088	400,000
Total	-	1,000,000	-	322,088	322,088	400,000
Revenues Over (Under) Expenditures	335,738	(779,010)	441,084	(41,087)	62,913	40,001
Beginning Fund Balance	1,761,811	2,097,549	1,318,539	1,318,539	1,318,539	1,381,452
Ending Fund Balance	2,097,549	1,318,539	1,759,623	1,277,452	1,381,452	1,421,453

CITY OF TOMBALL SEWER CAPITAL RECOVERY FUND - 740						
	2016	2017	2018	2019	2019	2020
SEWER CAPITAL RECOVERY FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5800 INTEREST	5,976	12,139	23,827	21,000	35,000	40,000
5840 SEWER CAPITAL RECOVERY FEE	329,761	208,850	417,256	260,000	350,000	400,000
TOTAL SEWER CAPITAL RECOVERY FUND	**335,737**	**220,989**	**441,083**	**281,000**	**385,000**	**440,000**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
SEWER CAPITAL RECOVERY	SEWER CAPITAL RECOVERY	740-741 SEWER CAPITAL

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
SERVICES AND CHARGES	**$0**	**$0**	**$0**	**$0**	**$0**
6691 TRANSFERS OUT	$1,000,000	$0	$322,088	$322,088	$400,000
TRANSFERS	**$1,000,000**	**$0**	**$322,088**	**$322,088**	**$400,000**
TOTAL SEWER CAPITAL RECOVERY	**$1,000,000**	**$0**	**$322,088**	**$322,088**	**$400,000**

City of Tomball
910 Employee Benefit Trust Fund
City Manager 2019-2020 Proposed Budget

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projection	FY 2020 Budget
Revenues:						
Transfers	2,291,634	2,598,249	2,736,910	2,736,910	2,863,167	2,862,477
ESD#15 Reimbursement	11,004	26,692	92,232	82,000	145,000	164,000
Interest	2,888	7,948	19,597	17,000	21,000	30,000
Total	2,305,526	2,632,889	2,848,739	2,835,910	3,029,167	3,056,477
Expenditures:						
Health Insurance Costs	2,098,002	2,458,772	2,545,128	2,680,764	2,959,758	2,959,758
Services and Charges	42,061	41,975	36,881	59,461	63,135	63,135
Total	2,140,064	2,500,747	2,582,009	2,740,225	3,022,893	3,022,893
Revenues Over (Under) Expenditures	165,463	132,142	266,730	95,685	6,274	33,584
Beginning Fund Balance	1,000,306	1,165,768	1,297,913	1,564,644	1,564,644	1,570,918
Ending Fund Balance	1,165,768	1,297,913	1,564,644	1,660,329	1,570,918	1,604,502

CITY OF TOMBALL EMPLOYEE TRUST FUND - 910						
	2016	2017	2018	2019	2019	2020
EMPLOYEE TRUST FUND	**ACTUAL**	**ACTUAL**	**ACTUAL**	**BUDGET**	**PROJECTION**	**BUDGET**
5474 ESD#15 STATION 5 PAYROLL REIMBURSE.	11,004	26,692	92,232	82,000	145,000	164,000
5800 INTEREST	2,888	7,948	19,597	17,000	21,000	30,000
5961 TRANSFER IN	2,291,634	2,598,249	2,736,910	2,736,910	2,863,167	2,862,477
TOTAL EMPLOYEE TRUST FUND	**2,305,526**	**2,632,889**	**2,848,739**	**2,835,910**	**3,029,167**	**3,056,477**

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
EMPLOYEE BENEFITS TRUST	HEALTH INSURANCE	910-920 HEALTH INSURANCE

DETAILS

LINE ITEMS	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2019 ESTIMATED	2020 PROPOSED
6024 HEALTH INSURANCE	$2,458,772	$2,545,128	$2,906,140	$2,959,758	$2,959,758
PERSONNEL SERVICES	**$2,458,772**	**$2,545,128**	**$2,906,140**	**$2,959,758**	**$2,959,758**
6304 PROF. SERVICES- OTHER	$41,055	$36,291	$44,418	$45,135	$45,135
6329 OTHER SERVICES	$920	$590	$18,000	$18,000	$18,000
SERVICES AND CHARGES	**$41,975**	**$36,881**	**$62,418**	**$63,135**	**$63,135**
TOTAL HEALTH INSURANCE	**$2,500,747**	**$2,582,009**	**$2,968,558**	**$3,022,893**	**$3,022,893**

ACTIVE SUPPLEMENTAL

GENERAL FUND

FUND-DEPT-ACCT	TITLE	TYPE	AMOUNT
100-117-6103	Point to Point Microwave Connection for FS1 & 2	Hardware/Software	49,000
100-117-6103	Storage Area Network (split funding-70/30)	Hardware/Software	38,500
100-117-6103	Storage for New Body Cams & Backup	Hardware/Software	20,000
Information Systems Total			**$ 107,500**
100-121-6320	Mobile License Plate Reader System	Hardware/Software	25,400
100-121-6404	Kenwood Portable Radios	New Equipment	25,000
Police Department Total			**$ 50,400**
100-142-6206	Air Vac System for Station 1	Facilities Maintenance	50,000
100-142-6102	SmartBoard	New Equipment	5,700
100-142-6142	13 Headset Replacement/2 Mobile Radios	New Equipment	25,000
Fire Department Total			**$ 80,700**
100-153-6207	Resurface Juergens Pavillion	Facilities Maintenance	16,000
100-153-6207	Resurfacing of Depot Stained Concrete Slab	Facilities Maintenance	17,000
100-153-6207	Resurfacing of Tennis Courts at Matheson Park	Facilities Maintenance	22,000
100-153-6207	Replacement Fencing at Elm St. Parking Lot Along Railroad Tracks	New Equipment	21,000
100-153-6219	Maintenance to Depot Caboose	Facilities Maintenance	16,000
100-153-6409	Dumpster Enclosures-Juergens Park/Wayne Stovall	New Equipment	25,000
100-153-6999	Broussard Park-Restrooms	Facilities Maintenance	200,000
100-153-6999	Improvements for Theis Attaway Nature Center	Facilities Maintenance	50,000
100-153-6999	M & R for Matheson Park-Phase I of III	Facilities Maintenance	100,000
100-153-6999	Wayne Stovall Restrooms	Facilities Maintenance	20,000
Parks Total			**$ 487,000**
100-154-6999	Drainage Improvements Lizzie Ln/Persimmon St (CDBG)	Facilities Maintenance	200,000
100-154-6361	Drainage Improvement Planning	Facilities Maintenance	50,000
100-154-6999	Country Meadows Sidewalk	Facilities Maintenance	20,000
Streets Total			**$ 270,000**
100-157-6206	Marketing Building Exterior Enhancements	Facilities Maintenance	28,000
100-157-6206	Replace Flooring - Community Center - Room A	Facilities Maintenance	17,000
Facilities Maintenance Total			**$ 235,000**
GENERAL FUND TOTAL			**$ 1,230,600**

HOTEL OCCUPANCY TAX FUND

ORGUNIT	TITLE	TYPE	AMOUNT
240-243-xxxx	Full Time Marketing Position		51,545
HOTEL OCCUPANCY TAX FUND TOTAL			**$ 51,545**

RED LIGHT

ORGUNIT	TITLE	TYPE	AMOUNT
100-121-6405	Stalker Speed Awareness Trailer	New Equipment	17,300
RED LIGHT CAMERA PROGRAM FUND TOTAL			**$ 17,300**

ACTIVE SUPPLEMENTAL

ENTERPRISE FUND

ORGUNIT	TITLE	TYPE	AMOUNT
600-611-6103	Storage Area Network (split funding-70/30)	Hardware/Software	16,500
Utilities Admin Total			**$ 16,500**
600-613-6119	(2) Aluminum Trench Boxes	New Equipment	12,800
600-613-6119	Main Line Testing Equipment	New Equipment	4,500
600-613-6207	Clearing of Utility Easement	Facilities Maintenance	50,000
600-613-6403	Hydraulic Jackhammer	New Equipment	3,100
600-613-6403	Quick Connect	New Equipment	3,500
600-613-6409	Water Meter Conversion to AMR	New Equipment	25,000
600-613-6403	Prairie Dog Boring Rig	New Equipment	4,000
600-613-6106	Fire Hydrant Storz	New Equipment	10,000
Water Department Total			**$ 112,900**
600-614-6119	(2) Aluminum Trench Boxes	New Equipment	12,800
600-614-6119	Main Line Testing Equipment	New Equipment	4,500
600-614-6403	Diamond Crown Tap Cutter	Facilities Maintenance	8,500
600-614-6403	Hydraulic Jackhammer	New Equipment	3,100
600-614-6403	Utility Vehicle (ATV)	New Equipment	12,000
600-614-6403	Quick Connect	New Equipment	3,500
600-614-6403	Zero Turn Mower	New Equipment	16,000
600-614-6999	Scada Implementation for Asset Management & Control	Hardware/Software	50,000
600-614-6403	Prairie Dog Boring Rig	New Equipment	4,000
Sewer Total			**$ 114,400**
600-615-6119	(2) Aluminum Trench Boxes	New Equipment	12,800
600-615-6204	Meter Reading System for Vehicles	Hardware/Software	39,000
600-615-6207	Gas Meter Conversion for Profiling	New Equipment	50,000
600-615-6207	Gas Main Replacement	Facilities Maintenance	100,000
600-615-6403	Hydraulic Jackhammer	New Equipment	3,100
600-615-6403	Fusion Machine	New Equipment	9,000
600-615-6403	Quick Connect	New Equipment	3,500
600-615-6403	Prairie Dog Boring Rig	New Equipment	4,000
Gas Total			**$ 221,400**
ENTERPRISE FUND TOTAL			**$ 465,200**

FLEET REPLACEMENT

ORGUNIT	TITLE	TYPE	AMOUNT
650-651-6405	Ladder 5 Overhaul	New Equipment	70,000
General Fund Fleet Replacement Total			**$ 70,000**
650-652-6403	Jetter	New Equipment	72,000
650-652-6403	Laney Boring Rig	New Equipment	90,000
Enterprise Fund Fleet Replacement Total			**$ 162,000**
FLEET REPLACEMENT TOTAL			**$ 232,000**

SUPPLEMENTAL TOTAL	**$ 1,996,645**

CUT SUPPLEMENTALS

GENERAL FUND

FUND-DEPT-ACCT	TITLE	TYPE	AMOUNT
100-121-6405	Wanco Portable Camera Trailer	New Equipment	58,000
100-121-6119	Scanning Total Station	New Equipment	70,000
Police Department Total			**$ 128,000**
100-142-6206	Renovate Station 1	Facilities Maintenance	75,000
100-142-6130	Renovate Station 1	Facilities Maintenance	19,000
100-142-6304	Renovate Station 1	Facilities Maintenance	7,500
100-142-6336	Renovate Station 1	Facilities Maintenance	1,000
Fire Department Total			**$ 102,500**
100-153-6207	Basketball Court Improvements-Juergens Park	Facilities Maintenance	20,000
100-153-6207	Replace Fencing at Matheson Pool	Facilities Maintenance	25,000
100-153-6207	Replacement Fencing at Depot Along Railroad Tracks	New Equipment	35,000
100-153-6409	Lighting & Cabana for Pickleball Court	Facilities Maintenance	22,000
Parks Total			**$ 102,000**
100-154-6998	Street Sweeper	Vehicles	250,000
Streets Total			**$ 250,000**
100-157-6206	Public Works Roof Replacement (split funding-70/30)	Facilities Maintenance	175,000
100-157-6206	Public Works Flooring Replacement	Facilities Maintenance	66,000
100-157-6219	Landscaping Replacement - All City Facilities	Facilities Maintenance	15,000
Facilities Maintenance Total			**$ 256,000**
GENERAL FUND TOTAL			**$ 838,500**

ENTERPRISE FUND

ORGUNIT	TITLE	TYPE	AMOUNT
600-611-6206	Public Works Roof Replacement (split funding-70/30)	Facilities Maintenance	75,000
600-614-6207	Alma & James Street Sanitary Sewer Replacement	Facilities Maintenance	2,100,000
Sewer Total			**$ 2,175,000**
ENTERPRISE FUND TOTAL			**$ 2,175,000**
CUT SUPPLEMENTAL TOTAL			**$ 3,013,500**

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:

Consideration to Approve **Zoning Case P19-090**: Request by Colleen Pye to Amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by Rezoning Approximately 0.53 Acres of Land legally described as Tract 91K Tomball Outlots, within the City of Tomball, Harris County, Texas, Generally Located on the East Side of Hospital Road, at 601 Hospital Road, from the Single-Family 9 District to the Single-Family 6 District.

- Conduct Public Hearing On **Zoning Case P19-090**
- Adopt, on First Reading, Ordinance No. 2019-16, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately 0.53 Acres of Land, Legally Described as Tract 91K Tomball Outlots, within the City of Tomball, Harris County, Texas, from the Single-Family 9 District to the Single-Family 6 District; Said Property being generally located on the East Side of Hospital Road, at 601 Hospital Road; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed $2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters.

Background:

On Monday, August 12, 2019, after conducting a Public Hearing, the Planning and Zoning Commission recommended approval of the rezoning request with a 5-0 vote.

Origination:

Colleen Pye

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda:

Craig T. Meyers, P.E., Community Development Director

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance No. 2019-16
Staff Report
Notice of Public Hearing
Property Owner Notification

ORDINANCE NO. 2019-16

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 0.53 ACRES OF LAND, LEGALLY DESCRIBED AS TRACT 91K TOMBALL OUTLOTS, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE SINGLE-FAMILY 9 DISTRICT TO THE SINGLE-FAMILY 6 DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED ON THE EAST SIDE OF HOSPITAL ROAD, AT 601 HOSPITAL ROAD; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * * * * * * *

Whereas, Colleen Pye has requested that approximately 0.53 acres of land, legally described as Tract 91K Tomball Outlots, generally located on the east side of Hospital Road, at 601 Hospital Road, within the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City's receipt of the requested rezoning; and

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning of Single-Family 6 District; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; and

Whereas, the City Council deems it appropriate to grant the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

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 zoning classification of the Property is hereby changed from the Single-Family 9

District to the Single-Family 6 District subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as Single-Family 6 District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property to the Single-Family 6 District as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed $2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 19TH DAY OF AUGUST 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF SEPTEMBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____

COUNCILMAN DEGGES _____
COUNCILMAN TOWNSEND _____
COUNCILMAN QUINN _____

_____
Gretchen Fagan, Mayor

ATTEST:

_____
Doris Speer, City Secretary

Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: August 12, 2019
City Council Public Hearing Date: August 19, 2019

Rezoning Case:	P19-090
Property Owner(s):	Colleen Pye
Applicant(s):	Aloysius and Colleen Pye
Legal Description:	Tract 91K Tomball Outlots
Location:	East side of Hospital Road, at 601 Hospital Road (Exhibit "A")
Area:	0.53 acres
Comp Plan Designation:	Medium Density Residential (Exhibit "B")
Present Zoning and Use:	Single-Family 9 District (Exhibit "C") / Undeveloped (Exhibit "D")
Request:	Rezone from the Single-Family 9 District to the Single-Family 6 District

Adjacent Zoning & Land Uses:

North: Single-Family 9 District / Single-family residence

South: Single-Family 9 District / Undeveloped property

West: Single-Family 6 District / Single-family residence and machine shop

East: Duplex District / Manufactured Home Park

BACKGROUND

After City Staff discussed the development of the property with the property owner, a rezoning application was submitted.

ANALYSIS

The proposed rezoning is for 0.53 acres of land on Hospital Road. Properties in the immediate area are zoned Single-Family 9 to the north and south, Duplex to the east and Single-Family 6 to the west.

The existing land uses in the area include single-family residences to the north and west, with three new residences proposed to the south. To the east, there is a manufactured home park with multiple manufactured homes. To the west, along with single-family residences, there is a machine shop.

The Comprehensive Plan Future Land Use Map designates the property as Medium Density Residential, which includes "typically single family detached residential… with lot sizes ranging

from 6,000 to 20,000 square feet". The proposed rezoning meets the Future Land Use Map designation.

ZONING CONSIDERATIONS

In making its recommendation regarding a proposed zoning change, the Planning and Zoning Commission and City Council shall consider the following factors:

A. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the City as a whole.

The uses permitted in the Single-Family 6 District appear to the appropriate in the immediate area. The property owner has indicated the desire to divide the 0.53 acres into three lots to construct single-family homes. The property's dimensions are 157.06' wide and 145' deep. In order to meet the regulations of the Single-Family 6 District, each proposed lot would need to be a minimum of 50' wide. Subdividing the entire property into three new lots, would create three lots that are approximately 7,591 square feet (if divided evenly).

B. Whether the proposed change is in accordance with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area.

Adequate utilities are available to serve the proposed development of the property.

C. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such vacant land unavailable for development.

There is vacant land in the City zoned Single-Family 6 District. There does not appear to be any special circumstances which may make a substantial part of any vacant land unavailable for development.

D. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.

There has been steady development in the Single-Family 6 District in the City; however, there has not been new development in the immediate area of the subject site.

E. How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved.

City Staff does not anticipate any adverse impacts on other areas designated for similar development.

F. Any other factors that will substantially affect the public health, safety, morals, or general welfare.

Generally, the proposed rezoning does not appear to negatively affect the public health, safety, morals, or general welfare.

G. Whether the request is consistent with the Comprehensive Plan.

The Future Land Use Map designates the property as Medium Density Residential. The Single-Family 6 District is an appropriate zoning district for the Medium Density Residential area. The request appears to be consistent with the Comprehensive Plan's Future Land Use Map.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on July 26, 2019. The Notice of Public Hearing was published in the paper on July 31, 2019. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case P19-090 for the following reasons:

1. The request meets the goals of City's Comprehensive Plan;
2. The request is in conformance with the Future Land Use Map;
3. The request is generally appropriate with the surrounding land uses in the area;
4. The request is generally appropriate with the surrounding zoning districts.

EXHIBITS

A. Aerial Photo
B. Comprehensive Plan
C. Zoning Map
D. Site Photos
E. Application

Exhibit "A"
Aerial Photo

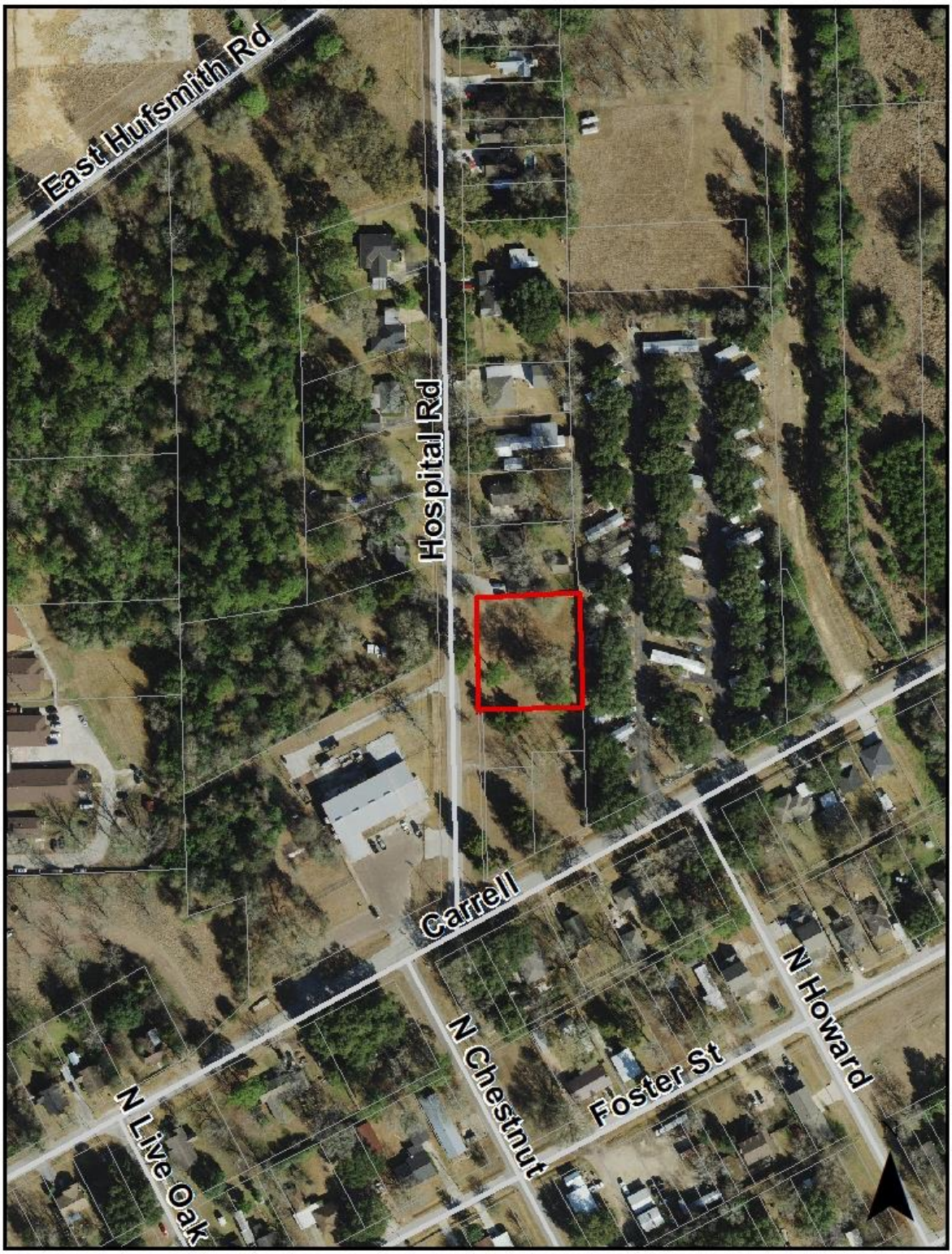


Exhibit "B"
Comprehensive Plan

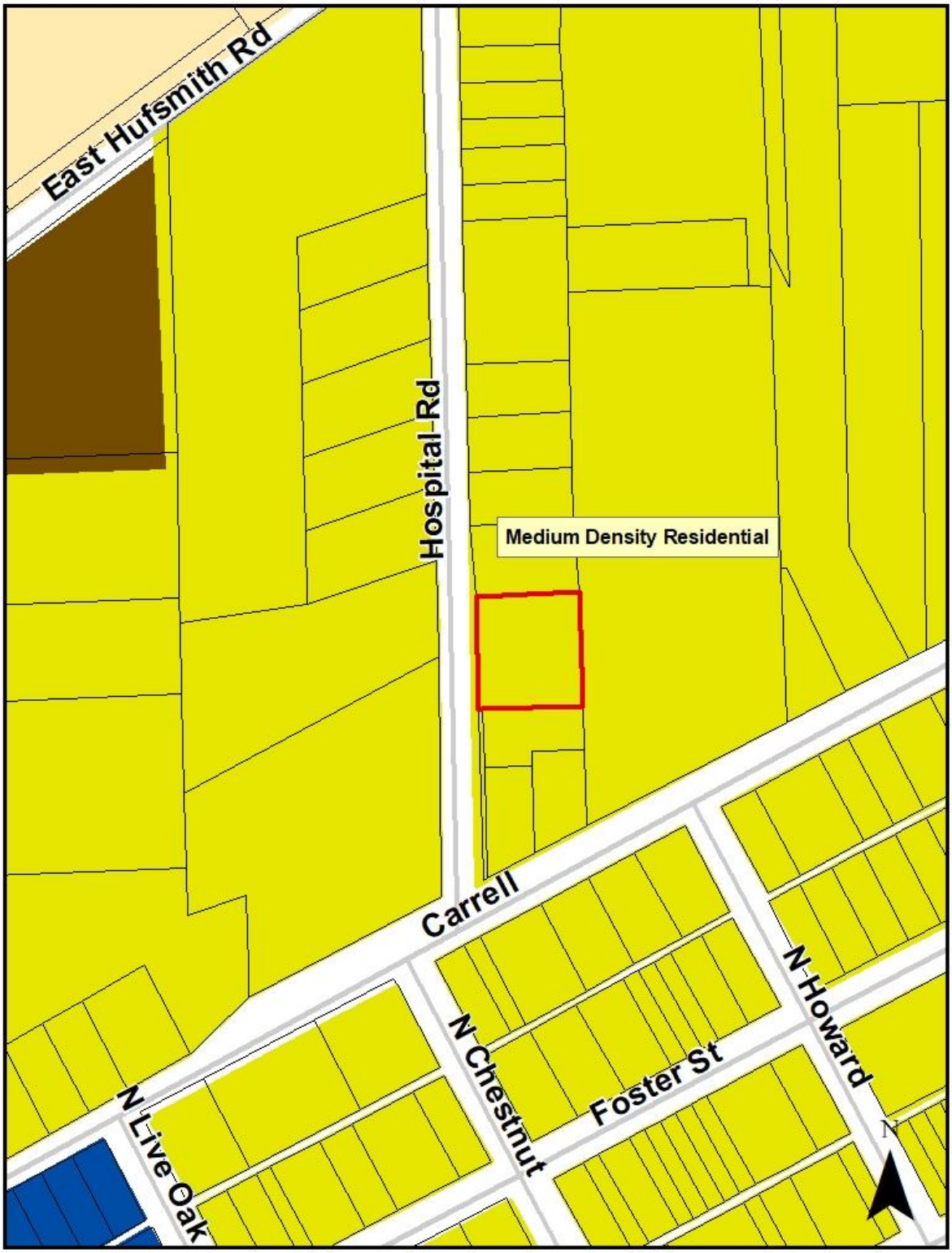


Exhibit "C"
Zoning Map

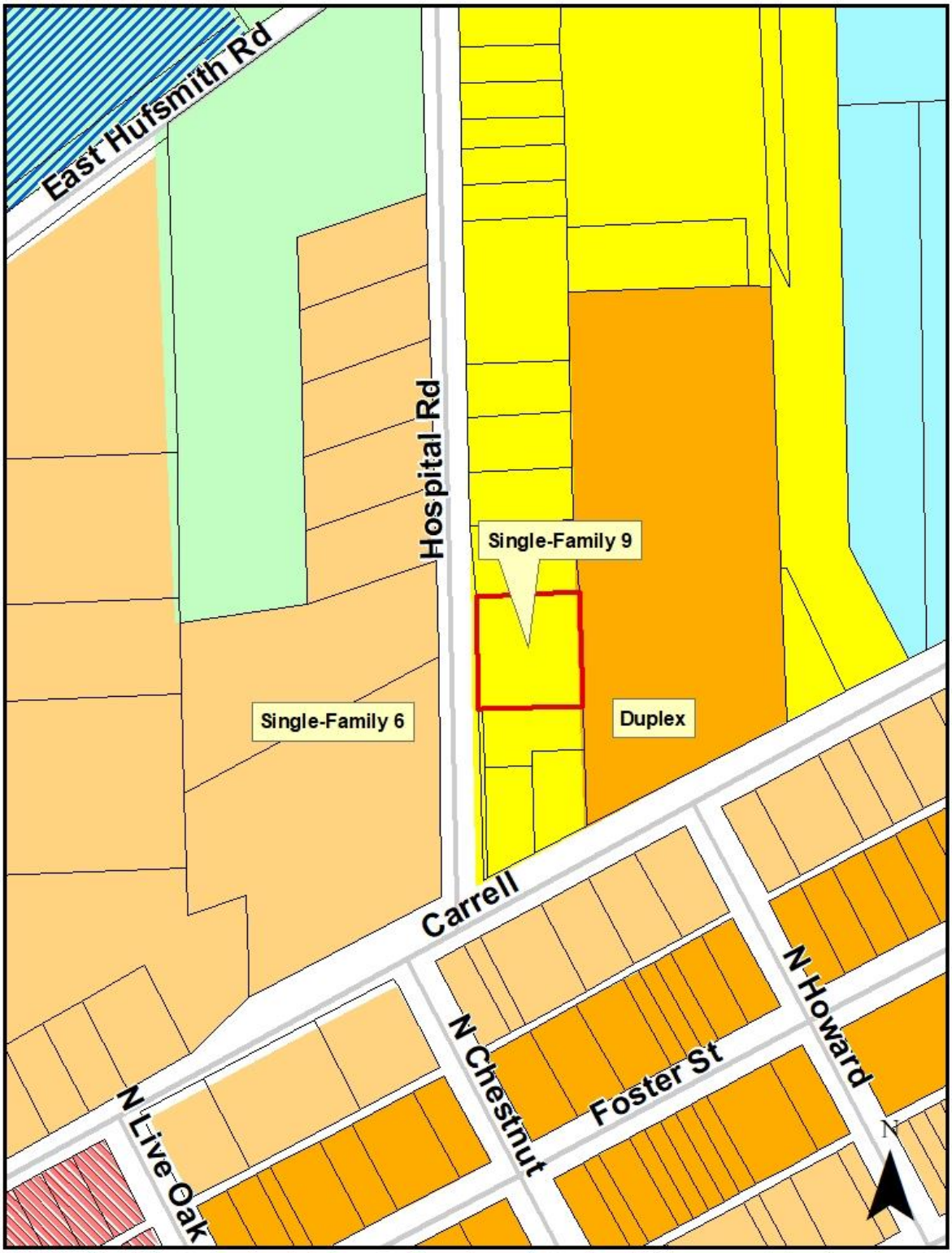


Exhibit "D"
Site Photos



Subject site currently undeveloped

Exhibit "E"
Application

Revised 5/19/15

19-090

APPLICATION FOR REZONING

Community Development Department
Planning Division

APPLICATION SUBMITTAL: Applications will be ***conditionally*** accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

Applicant
Name: Colleen Rye Title: Realtor
Mailing Address: 207 Florence St City: Tomball State: TX
Zip: 77375
Phone: (281) 932-2784 Fax: (___) ___ Email: info@colleenrye.com

Owner
Name: (Same) Title: —
Mailing Address: — City: — State: —
Zip: —
Phone: (___) — Fax: (___) — Email: —

Engineer/Surveyor (if applicable)
Name: ~~Keith Jase~~ Ralph Hubbard Title: Surveyor
Mailing Address: ___ City: ___ State: ___
Zip: ___
Phone: (___) ___ Fax: (___) ___ Email: ___

Description of Proposed Project: Split property into 3 lots

Physical Location of Property: 601 Hospital
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: tract 1 & 2 (91 Tomball Outlets)
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: SFR6

Current Use of Property: LAND

Proposed Zoning District: turn into 3 (52.35 x 48.37) SF6

Proposed Use of Property: Residence Single Family

HCAD Identification Number: 0352870000184 Acreage: ___

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X Colleen Rye 6/27/2019
Signature of Applicant **Date**

X 6/27/2019
Signature of Owner **Date**

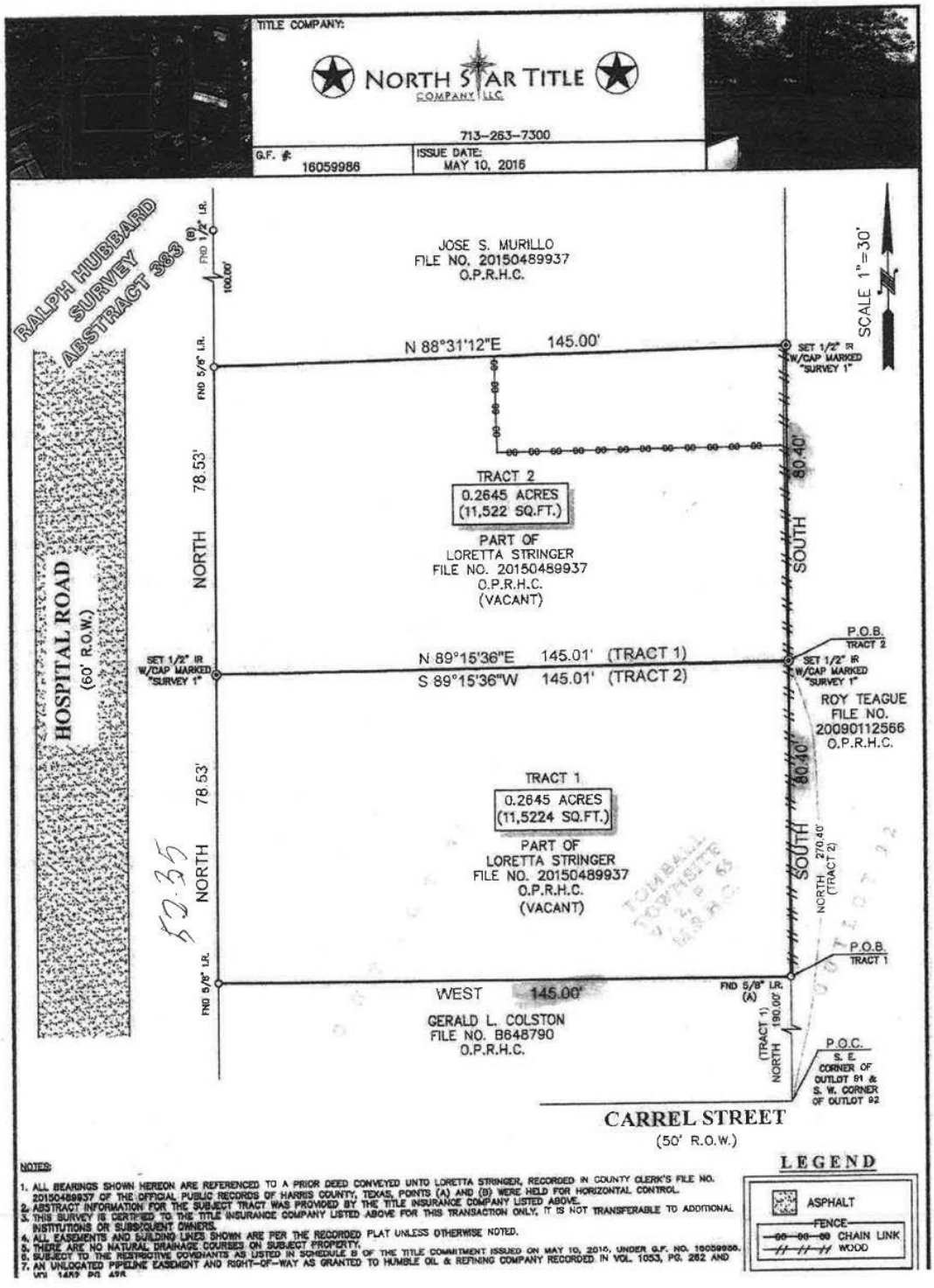
CITY OF TOMBALL
281-351-5484

REC#: 01082135 6/27/2019 9:46 AM
OPER: SK TERM: 005
REF#: W 2649

TRAN: 130.0000 PLANNING AND ZONING
207 FLORENCE
COLLEEN RYE
100-5441
REZONING APPLICATIO 410.00CR

TENDERED: 410.00 CHECK
APPLIED: 410.00-

CHANGE: 0.00


TITLE COMPANY:
NORTH STAR TITLE COMPANY LLC
713-263-7300
G.F. #: 16059986
ISSUE DATE: MAY 10, 2016
RALPH HUBBARD SURVEY ABSTRACT 383
HOSPITAL ROAD (60' R.O.W.)
JOSE S. MURILLO
FILE NO. 20150489937
O.P.R.H.C.
N 88°31'12"E 145.00'
SET 1/2" IR W/CAP MARKED "SURVEY 1"
FND 1/2" I.R.
FND 5/8" I.R.
100.00'
78.53'
NORTH
SOUTH
80.40'
SCALE 1"=30'
TRACT 2
0.2645 ACRES
(11,522 SQ.FT.)
PART OF
LORETTA STRINGER
FILE NO. 20150489937
O.P.R.H.C.
(VACANT)
P.O.B. TRACT 2
N 89°15'36"E 145.01' (TRACT 1)
S 89°15'36"W 145.01' (TRACT 2)
ROY TEAGUE
FILE NO.
20090112566
O.P.R.H.C.
TRACT 1
0.2645 ACRES
(11,5224 SQ.FT.)
PART OF
LORETTA STRINGER
FILE NO. 20150489937
O.P.R.H.C.
(VACANT)
TOMBALL TOWNSITE
V. 2, P. 63
D.R.H.C.
57.35
NORTH 270.40' (TRACT 2)
P.O.B. TRACT 1
WEST 145.00'
FND 5/8" I.R. (A)
(TRACT 1) NORTH 190.00'
GERALD L. COLSTON
FILE NO. B648790
O.P.R.H.C.
P.O.C.
S. E. CORNER OF OUTLOT 91 & S. W. CORNER OF OUTLOT 92
CARREL STREET
(50' R.O.W.)
NOTES:
1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO A PRIOR DEED CONVEYED UNTO LORETTA STRINGER, RECORDED IN COUNTY CLERK'S FILE NO. 20150489937 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
2. ABSTRACT INFORMATION FOR THE SUBJECT TRACT WAS PROVIDED BY THE TITLE INSURANCE COMPANY LISTED ABOVE.
3. THIS SURVEY IS CERTIFIED TO THE TITLE INSURANCE COMPANY LISTED ABOVE FOR THIS TRANSACTION ONLY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
4. ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.
5. THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.
6. SUBJECT TO THE RESTRICTIVE COVENANTS AS LISTED IN SCHEDULE B OF THE TITLE COMMITMENT ISSUED ON MAY 10, 2016, UNDER G.F. NO. 16059986.
7. AN UNLOCATED PIPELINE EASEMENT AND RIGHT-OF-WAY AS GRANTED TO HUMBLE OIL & REFINING COMPANY RECORDED IN VOL. 1053, PG. 262 AND VOL 1459 PG 498
LEGEND
ASPHALT
FENCE
CHAIN LINK
WOOD

Real Property Advanced Records

Tax Year: 2019

HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0352830000184

Print E-mail

Similar Owner Name | Nearby Addresses | Same Street Name | Related Map 4771B

Ownership History

Owner and Property Information

Owner Name & Mailing Address:	**PYE ALOYSIUS & COLLEEN** **207 FLORENCE ST** **TOMBALL TX 77375-6635**	Legal Description: Property Address:	**TR 91K** **TOMBALL OUTLOTS** **601 HOSPITAL RD** **TOMBALL TX 77375**

State Class Code	Land Use Code
C1 -- Real, Vacant Lots/Tracts (In City)	2000 -- Residential Vacant

Land Area	Total Living Area	Neighborhood	Neighborhood Group	Market Area	Map Facet	Key Map®
23,043 SF	0 SF	2581.06	26001	400 -- ISD 26 - Tomball ISD	4771B	288D

Value Status Information

Value Status	Shared CAD
All Values Pending	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2018 Rate	2019 Rate	Online Tax Bill
None	026	TOMBALL ISD	Pending	Pending	1.340000		
	040	HARRIS COUNTY	Pending	Pending	0.418580		
	041	HARRIS CO FLOOD CNTRL	Pending	Pending	0.028770		
	042	PORT OF HOUSTON AUTHY	Pending	Pending	0.011550		
	043	HARRIS CO HOSP DIST	Pending	Pending	0.171080		
	044	HARRIS CO EDUC DEPT	Pending	Pending	0.005190		
	045	LONE STAR COLLEGE SYS	Pending	Pending	0.107800		
	083	CITY OF TOMBALL	Pending	Pending	0.341455		
	679	HC EMERG SERV DIST 8	Pending	Pending	0.098250		

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway**.

Valuations

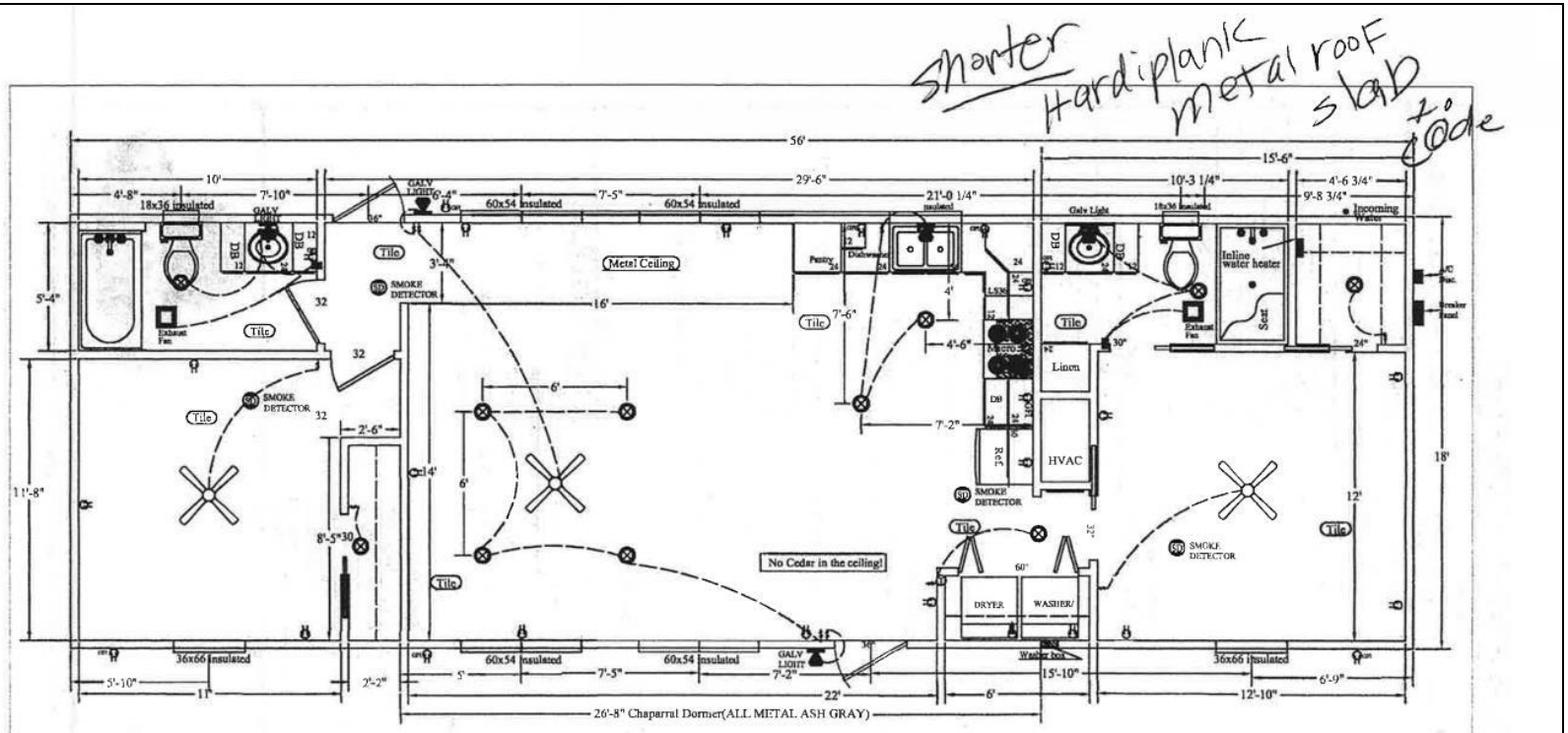
	Value as of January 1, 2018		Value as of January 1, 2019	
	Market	Appraised	Market	Appraised
Land	23,043	Land		
Improvement	0	Improvement		
Total	23,043	23,043 Total	Pending	Pending

5-Year Value History

Land

Market Value Land

Line	Land Use	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	2000 -- Res Vacant Override SF5 -- Undeveloped SF	SF	20,000	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending
2	2000 -- Res Vacant Override SF3 -- Undeveloped SF	SF	3,043	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending



Chaparral II - 1,008 sqft

Tile	MP Ebony
Cabinets	Medium
Paneling	Western Red Cedar
Roof	Ash Gray
Body	Burnished Slate
Shutters	None/Cedar - Natural 2x4 border
Win J-Rail	Burnished Slate
Door Color	Rustic Red
Win Color	Clay

Ash Gray Dormer
Granite
Metal Ceiling

SN: 81066

DISCOUNT Trees of Brenham

"Best selection in the Brazos Valley."

979-836-7225

portablebuildingsofbrenham.com

To: City of Tomball

From : Al and Colleen Pye

Re: 601 Hospital

We would like to divide our current land to make 3 lots. We hope to put like built contruction..craftman style , Hardi board construction and tin roofs. On slabs.

Al and Colleen Pye

6/26/2019

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
AUGUST 12, 2019
&
CITY COUNCIL
AUGUST 19, 2019

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, August 12, 2019, at 6:00 P.M.,** and by the City Council of the City of Tomball on **Monday, August 19, 2019, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P19-090: Request by Colleen Pye to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.53 acres of land legally described as Tract 91K Tomball Outlots, within the City of Tomball, Harris County, Texas, generally located on the east side of Hospital Road, at 601 Hospital Road, from the Single-Family 9 District to the Single-Family 6 District.

Zoning Case P19-091: Request by LGI Homes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 31.7 acres of land legally described as Reserve A & B Block 1 Peck Station, within the City of Tomball, Harris County, Texas, generally located on Winfrey Lane on the west side of Hufsmith-Kohrville Road, from the Planned Development 6 District to the Planned Development 13 District.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **8th** day of **August 2019** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Amelia Lindley
Amelia Lindley
City Planner

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 feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.

Notice of Public Hearing

YOU ARE INVITED TO ATTEND the Public Hearing before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

CASE NUMBER: P19-090

APPLICANT/OWNER: Colleen Pye

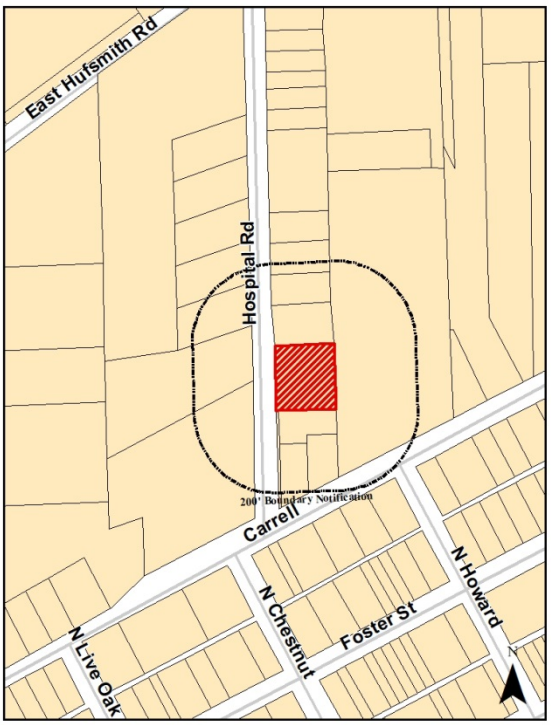
LOCATION: Generally located on the east side of Hospital Road, at 601 Hospital Road

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.53 acres of land legally described as Tract 91K Tomball Outlots, within the City of Tomball, Harris County, Texas, from the Single-Family 9 District to the Single-Family 6 District.

CONTACT: Amelia Lindley, City Planner
PHONE: (281) 290-1410
E-MAIL: alindley@tomballtx.gov

Interested parties may contact the City of Tomball between 8:00 a.m. and 5:00 p.m. Monday through Friday for further information. The application is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Department office, located at 501 James Street, Tomball, TX 77375. The staff report will be available no later than 4:00 p.m. on the Friday preceding the meeting.

This notice is being mailed to all owners of real property within 200 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.



Planning & Zoning Commission
Public Hearing:
Monday, August 12, 2019, 6:00 PM

City Council Public Hearing:
***Monday, August 19, 2019, 6:00 PM**

The Public Hearings will be held in the City Council Chambers, City Hall 401 Market Street, Tomball, Texas

*Should the Planning & Zoning Commission vote to table the recommendation on the case, the date and time of a future meeting will be specified and the City Council will not review the subject case until such a recommendation is forwarded to the City Council by the Planning & Zoning Commission.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:

Approve Resolution No. 2019-26, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Date, Time, and Place for Public Hearing at which All Interested Parties shall have an Opportunity to be Heard; Providing for Publication of Notice of Such Public Hearing; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed *(Being 9.493 Acres of Land Situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and Being a Part of That Certain Tract of Land Described in the Deed to Merenco Realty, Inc. Recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is Part of that Certain 606.1394 Acre Tract of Land Described in the Deed to Merenco Realty, Inc. (an Undivided One-Half Interest) Recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T.)* – [Merenco Tract]

Background:

Approval of Resolution No. 2019-26 will declare the City's intention to annex the a 9.493-acre tract, located near HCID 17 - Willow Creek, within the City's ETJ, and to schedule the required public hearings.

A copy of the annexation calendar is included for Council review. Aqua Texas has agreed to relinquish its CCN for these 'orphan tracts' in order for the City to provide city utilities to the tract.

Section 43.0673 of the Local Government Code now requires one public hearing on voluntary annexations. The hearing may be conducted on the same date and prior to the first reading of the annexation ordinance.

Staff's recommendation is that the public hearing be held during the regular Council meeting on September 16, 2019, in order to meet mandatory publication deadlines.

If the recommended date for the public hearing is acceptable, the first reading of the annexation ordinance will be adopted at the regular Council meeting on Monday, September 16, 2019, immediately following the public hearing. No special meetings will be required.

Origination:

Merenco Realty

Recommendation:

Approve Resolution No. 2019-26 and set September 16, 2019 as the date of the public hearing.

Party(ies) responsible for placing this item on agenda:

City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Resolution No. 2019-26
Annexation Calendar - Merenco Tract
Application for Annexation - Merenco Tract and Service Agreement
Aqua CCN - Intent to Relinquish CCN for Orphan Tracts
Map of Merenco Tract and City of Tomball

RESOLUTION NO. 2019-26

A RESOLUTION DECLARING THE INTENTION OF THE CITY OF TOMBALL, TEXAS, TO INSTITUTE PROCEEDINGS TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING THE DATE, TIME, AND PLACE FOR PUBLIC HEARING AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF NOTICE OF SUCH PUBLIC HEARING; AND DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED *(BEING 9.493 ACRES OF LAND SITUATED IN THE C. GOODRICH SURVEY, ABSTRACT NO. 305 IN HARRIS COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE DEED TO MERENCO REALTY, INC. RECORDED IN HARRIS COUNTY CLERKS FILE NO. 20130384778, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, (O.P.R.R.P.H.C.T.), WHICH IS PART OF THAT CERTAIN 606.1394 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MERENCO REALTY, INC. (AN UNDIVIDED ONE-HALF INTEREST) RECORDED IN HARRIS COUNTY CLERKS FILE NO. T693301, O.P.R.R.P.H.C.T.)* – [MERENCO TRACT]

* * * * *

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

Section 1. The City Council of the City of Tomball hereby declares its intention to institute proceedings to annex to the City the territory described in Exhibit "A" attached hereto and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of Tomball for all purposes to include such territory.

Section 2. The City Council of the City of Tomball hereby calls a public hearing at which all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territory described above. No suitable location is available for a public hearing to be held on the property proposed for annexation. The public hearing shall be held in the City Council Chambers, 401 Market Street, City of Tomball, Texas, **during a Regular Council Meeting at 6:00 o'clock (6:00 p.m.), on September 16, 2019**. The annexation proceeding, of which notice of intention to annex is given by this Resolution, subsequent to such public hearing.

Section 3. The City Secretary of the City of Tomball is hereby directed to cause notice of such public hearing to be given by publication in a newspaper having general circulation within the City of Tomball and within the territory proposed to be annexed, the publication of notice of public hearing to be made at least once in such newspaper not more than twenty (20) days nor less than ten (10) days prior to the day of that public hearing.

Section 4. The City Engineer is hereby directed to cause to be prepared a service plan that provides for the extension of municipal services to the territory that is proposed to be annexed. The proposed service plan shall be made available for public inspection and shall be explained to the inhabitants of the territory at the public hearing called herein. Such service plan shall be prepared in accordance with the provisions of Chapter 43 of the TEXAS LOCAL GOVERNMENT CODE.

PASSED, APPROVED, AND RESOLVED this 16th day of September 2019.

GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

Doris Speer, City Secretary
City of Tomball

Exhibit "A" – Page 1

METES AND BOUNDS DESCRIPTION
9.493 ACRES OF LAND IN THE
C. GOODRICH SURVEY, ABSTRACT No. 305
WILLOW CREEK INDUSTRIAL PARK, HARRIS COUNTY, TEXAS

BEING 9.493 acres of land situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and being a part of that certain tract of land described in the deed to Merenco Realty, Inc. recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is part of that certain 606.1394 acre tract of land described in the deed to Merenco Realty, Inc. (an undivided one-half interest) recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T., said 9.493 acre tract is described by metes and bounds as follows:

BEGINNING at a Mag nail in concrete found for the most easterly corner of that certain 75.1117 acre tract (described as Tract 1) in the deed to the County of Harris, recorded in Harris County Clerks File No. 20140471160, O.P.R.R.P.H.C.T., said rod lying on the westerly right-of-way line of State Highway 249 as described in the Judgement on the Special Commissioners' Award recorded in Harris County Clerks File No. 20070057608, O.P.R.R.P.H.C.T;

THENCE, South 26 degrees 16 minutes 12 seconds East, with the westerly right-of-way line of said State Highway 249, 210.50 feet to set 5/8 inch Baseline Corp. plastic capped iron rod on the east line of said 606.1394 acre tract from which a found 5/8 inch iron rod bears North 31 degrees West, 2.67 feet;

THENCE, South 02 degrees 49 minutes 47 seconds East, with the east line of said 606.1394 acre tract, 751.43 feet to a set 5/8 inch Baseline Corp. plastic capped iron rod for the northeasterly corner of that certain 9.26 acre tract described in the deed to Humble Oil & Refining Co. recorded in Volume 1063, Page 557, Deed Records of Harris County, Texas;

THENCE, North 32 degrees 02 minutes 49 seconds West, with a chain link fence and the north line of said 9.26 acre tract, 204.26 feet to a chain link fence post for corner;

THENCE, South 87 degrees 17 minutes 31 seconds West, continuing with a chain link fence and the north line of said 9.26 acre tract, 442.47 feet to a chain link fence post for a southeast corner of that certain 7.7884 acre tract described in the deed to Barron Family Properties, LLC recorded in Harris County Clerks File No. 20140134468, O.P.R.R.P.H.C.T;

THENCE, North 02 degrees 10 minutes 01 seconds West, with a chain link fence and the east line of said 7.7884 acre tract, 503.47 feet to a chain link fence post for the northeast corner of said 7.7884 acre tract and a southerly corner of said 75.1117 acre tract;

THENCE, North 02 degrees 12 minutes 39 seconds West, with an easterly line of said 75.1117 acre tract, 265.61 feet to a found 5/8 inch Harris County plastic capped iron rod;

THENCE, North 87 degrees 38 minutes 17 seconds East, with a southerly line of said 75.1117 acre tract, 449.75 feet to the **POINT OF BEGINNING** and containing 9.493 acres of land.

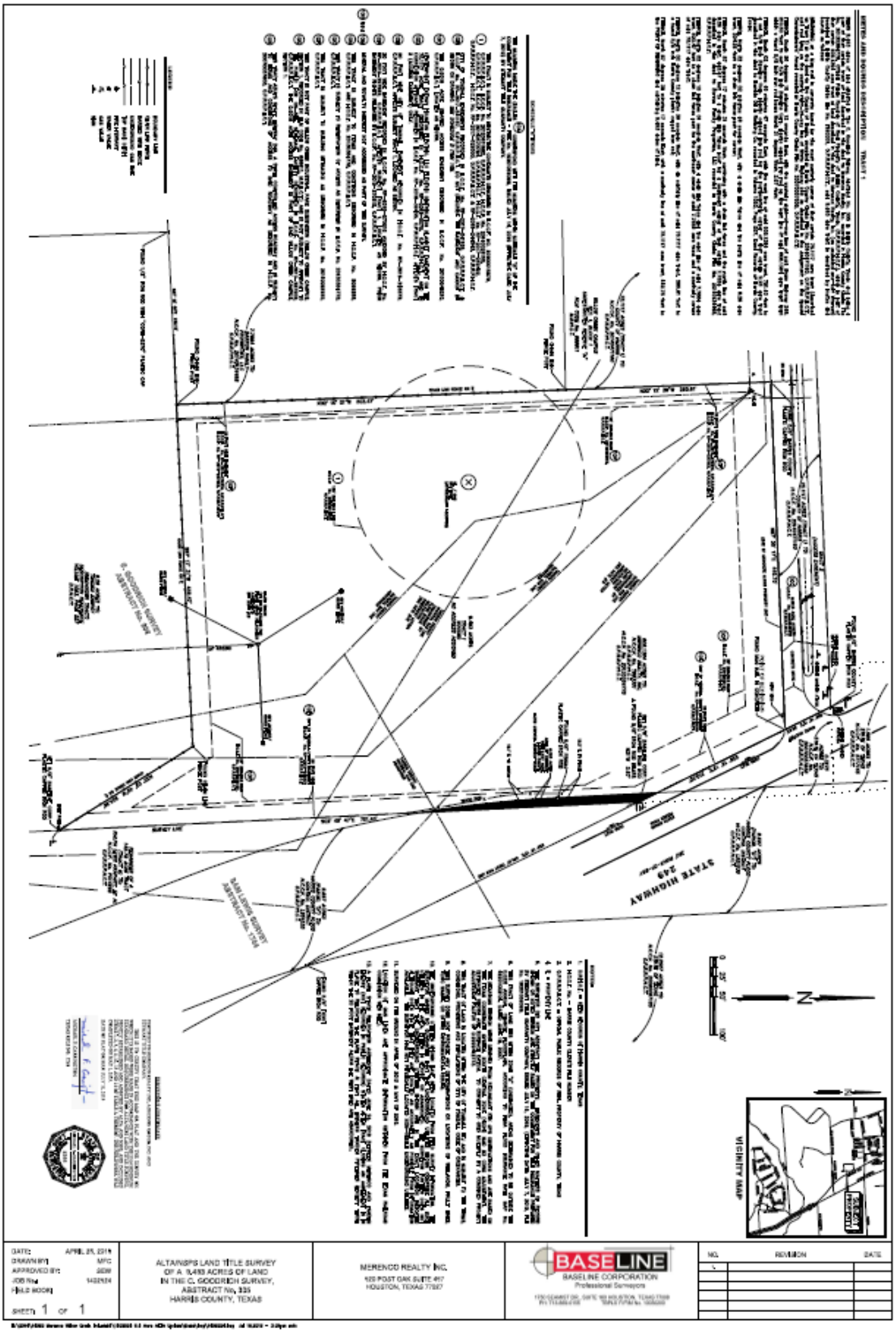
The bearings hereon were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS Adjustment. The distances shown are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.9999412773.

This description was prepared in conjunction with a survey made on the ground in April of 2015 and May of 2019 and with a survey drawing prepared by Baseline Corporation bearing the same date as this description.

June 19, 2015

By: BASELINE CORPORATION

Exhibit "A" – Page 3



PROPOSED VOLUNTARY ANNEXATION – MERENCO TRACT – post-HB 347

Council approves annexation request on 8/19/19 by adopting Resolution and sets 9/16 as date for public hearing (regular Council meeting). Send to paper on 8/20 to run in paper on 8/28 (19 days' notice for 9/16 meeting) – NO Special Council meeting required. Development Agreement to continue agricultural use is not required.

Publish Dates & Public Hearing Dates – Complete Annexation on 10/7/2019	Publish Date	One Public Hearing at **Regular** Meeting	First Reading of Ordinance at **Regular** Meeting	Second Reading of Ordinance at **Regular** Meeting
Council approves annexation on 8/19 and sets dates for Public Hearings as 9/16: Public hearing to 2nd reading of the Ordinance is 21 days total to complete annexation from resolution approval	8/28/19	Regular Mtg 9/16/19	9/16/19	10/7/19
	19 days' notice to 9/16			
	To paper 8/20 to run on 8/28			
(19 days from first publication notice to first reading/institution of proceedings)	(-19 days) to 1st reading	**(Day 0)**	**(Day 0)**	(+21 days)

Publication date – more than 10 days' notice, less than 20 days' notice for public hearings [LGC, Sec. 43.063(c)] – **19 days' notice for P.H.**

Annexation must be completed within 90 days of 1st reading of ordinance *[institution of proceedings,* LGC, Sec. 43.064*]* – 21 days after 1st reading

City must give notice regarding intention to annex area 30 days before first public hearing to public and private entities – county, fire department, emergency services districts, utility companies [LGC, Sec. 43.062(b)] – **Requirement is not mandatory if we annex by request, but is policy.**

Resolution No. 2019-26 on the 8/19/19 agenda for Council to approve and to set public hearing on 9/16/19.

Municipality must post notice of the hearings on the municipality's Internet website if the municipality has an Internet website and publish notice of the hearings in a newspaper of general circulation in the municipality and in the area proposed for ***annexation***. Notice for hearing be published at least once on or after the 20th day but before the 10th day before the date of the hearing. Requires that the notice for hearing be posted on the municipality's Internet website on or after the 20th day but before the 10th day before the date of the hearing and remain posted until the date of the hearing.

ANNEXATION AND SERVICE AGREEMENT

This Annexation and Service Agreement ("Agreement") is entered into by and among **MERENCO REALTY, INC.**, a Texas corporation ("Merenco"), _____, a _____ ("Contract Purchaser"), and the **CITY OF TOMBALL, TEXAS**, a home rule municipality and political subdivision of the State of Texas ("City"), as of _____, 2019 (the "Effective Date"). Merenco, Contract Purchaser and the City are sometimes referred to collectively as the "Parties."

RECITALS

Merenco owns that certain tract of land described in Exhibit "A" attached hereto ("Tract") and has entered into an agreement to sell the Tract to the Contract Purchaser, which intends to develop the Tract as _____.

The Tract lies within the exclusive extraterritorial jurisdiction of the City and within boundaries of Harris-Montgomery Counties Management District ("HMCMD").

Aqua Texas, Inc. is the current holder of the Certificate of Convenience and Necessity ("CCN") covering the Tract; however, neither Aqua Texas nor HMCMD is able to provide water and sewer service to the Tract.

Merenco desires to remove the Tract from the CCN and annex it into the corporate limits of the City to receive water and sewer services from the City as an in-City customer ("Service").

The City has sufficient capacity to provide Service to the Tract.

The City is willing to annex the Tract and provide Service to the Tract upon the terms and conditions set forth herein.

The Parties desire to enter into this Agreement to set forth the terms and conditions by which the City will annex the Tract into the City's corporate limits and provide Service to the Tract.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties contract and agree as follows:

ARTICLE I
ANNEXATION

Section 1.1 Annexation. Simultaneously with the execution of this Agreement, Merenco shall execute and provide to the City a Petition for Annexation of the Tract into the City's corporate limits substantially in the form attached hereto as Exhibit "B".

Section 1.2 City Action on Annexation. The City shall approve the Annexation Petition as soon as reasonably possible.

ARTICLE II
CONSTRUCTION AND SERVICE

Section 2.1. Construction of Service Lines. Contract Purchaser, at its sole cost and expense, shall design and construct, or cause to be constructed, the water and sewer facilities as detailed on Exhibit "C" attached hereto ("Facilities"), which shall include acquiring necessary licenses, permits, or amendments thereto; acquiring necessary easements or other interests in real property; preparing plans and specifications; engineering and material-testing; fiscal, legal, administrative, and contingency costs; and all other costs and expenses reasonably necessary to acquire or construct the Facilities from the Tract to the Point of Connection, depicted on Exhibit "D" attached hereto.

Section 2.2 Conveyance and Acceptance of the Facilities. Upon the City's final inspection and approval of the Facilities, Contract Purchaser shall convey to the City, and the City shall accept, the Facilities, free of any liens or encumbrances, for ownership, operation and maintenance. Such conveyance shall be made pursuant to the form attached hereto as Exhibit "E".

Section 2.3 Capacity Commitment and Service to the Tract. The City agrees to provide Service to the Tract in an amount sufficient to serve ____ equivalent single family connections ("Capacity"). After the City annexes the Tract as contemplated in Article I herein, and the Contract Purchaser has constructed and conveyed the Facilities to the City, Contract Purchaser shall be a water and sewer service customer of the City for all purposes, subject to any and all City rates, fees charges, rules and regulations then in effect. Notwithstanding the foregoing, the City's commitment to provide the Capacity shall expire if vertical improvements on the Tract have not commenced by the _____ anniversary of this Agreement.

ARTICLE III
CONSENT TO SERVE

Any provision of Service to the Tract by the City is subject to and contingent upon the release of the Tract from the CCN and execution by HMCMD of the form of consent attached hereto as Exhibit "F".

ARTICLE IV
TERM

This Agreement shall terminate the earlier to occur of five (5) years from the Effective Date or upon the City providing Service to the Tract. Any extension to the term of this Agreement shall be in writing signed by Parties.

ARTICLE V
MISCELLANEOUS

Section 5.1. Approval or Consent. Whenever this Agreement requires or permits approval or consent to be hereafter given either Party, the Parties agree that such approval or consent shall not be unreasonably withheld.

Section 5.2. 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 Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability of the City to provide water as set forth in this Agreement, or any other inabilities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care.

Section 5.3. Regulatory Agencies. This Agreement is subject to all rules, regulations and laws which may be applicable of the United States, the State of Texas, and any regulatory agency having jurisdiction.

Section 5.4. No Additional Waiver Implied. No waiver or waivers of any breach or default by any Party of any term, covenant, condition, or liability hereunder, or the performance thereby of any duty of obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 5.5. Addresses and Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (a) depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (b) delivering the same in person to such party; or (c) sending same by facsimile or electronic mail. Notice given by mail shall be effective three (3) days after deposit in the United States mail and notice delivered in person or sent by facsimile or electronic mail shall be effective upon receipt. For the purpose of notice, addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to Merenco, to:

Merenco Realty, Inc.
Joe Bullard, President
11941 Overlook Pass
Austin, TX 78738
Phone: (713) 865-0061
Facsimile: (_____) _____
E-mail: joebullard2019@gmail.com

If to Contract Purchaser, to:

_____
_____
_____
Facsimile: (_____) _____
E-mail: _____

If to the City, to:

The City of Tomball
Attention: Robert S. Hauck
City Manager
401 Market Street
Tomball, TX 77375
Phone: (281) 290-1302
Facsimile: (281) 351-6256
E-mail: RHauck@tomballtx.gov

Any Party may designate another address for all purposes of this Agreement by giving the other Parties not less than fifteen (15) days advance written notice of such change of address.

Section 5.6. Assignability. This Agreement shall bind and benefit the Parties hereto and their successors but shall not otherwise be assignable, in whole or in part, by the Parties.

Section 5.7. Modification. This Agreement shall be subject to change or modification only with the written mutual consent of the Parties.

Section 5.8. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties, their legal successors and assigns, and shall not be construed to confer any rights upon any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing and it is expressly agreed that nothing herein shall be construed to create any duty or obligation on the part of either of the Parties to the customers of the other.

Section 5.9. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 5.10. Merger. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the Parties relative to the subject matter hereof.

Section 5.11. Remedies. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all remedies existing at law or in equity, including specific performance and mandamus, may be availed of by both Parties and shall be cumulative.

The Parties agree that alternative dispute resolution, as provided in Texas Civil Practice and Remedies Code, Chapter 54, as amended, is the preferable and most economical way to settle disputes and is an appropriate means for the parties to an ongoing contract such as this Agreement to resolve their differences. When any controversy, dispute, or claim arises out of or relates to the Agreement or when the breach of any provision of this Agreement is alleged, the Parties agree to pursue alternative dispute resolution in good faith to attempt to resolve these differences before pursuing other legal or equitable remedies. Moreover, the parties agree to pursue voluntary agreement forms of alternative dispute resolution before submitting the dispute to the judicial system or to a non-party or parties for resolution.

Section 5.12. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue shall be in Harris County, Texas.

Section 5.13. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if the Parties signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

[Execution pages follow]

IN WITNESS HEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written above.

MERENCO REALTY, INC., a Texas corporation

By:_____
Joe Bullard, President

[**CONTRACT PURCHASER**]

By:_____
Name:_____
Title:_____

ATTEST:

CITY OF TOMBALL, TEXAS

By:_____
City Secretary

By:_____
City Manager

(SEAL)

Schedule of Exhibits

Exhibit "A" – Description of Tract
Exhibit "B" – Petition for Annexation
Exhibit "C" – Description of Facilities
Exhibit "D" – Diagram of Point of Connection
Exhibit "E" – Form of Conveyance
Exhibit "F" – Form of Consent

Exhibit "A"

METES AND BOUNDS DESCRIPTION
9.493 ACRES OF LAND IN THE
C. GOODRICH SURVEY, ABSTRACT No. 305
WILLOW CREEK INDUSTRIAL PARK, HARRIS COUNTY, TEXAS

BEING 9.493 acres of land situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and being a part of that certain tract of land described in the deed to Merenco Realty, Inc. recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is part of that certain 606.1394 acre tract of land described in the deed to Merenco Realty, Inc. (an undivided one-half interest) recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T., said 9.493 acre tract is described by metes and bounds as follows:

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THENCE, South 26 degrees 16 minutes 12 seconds East, with the westerly right-of-way line of said State Highway 249, 210.50 feet to set 5/8 inch Baseline Corp. plastic capped iron rod on the east line of said 606.1394 acre tract from which a found 5/8 inch iron rod bears North 31 degrees West, 2.67 feet;

THENCE, South 02 degrees 49 minutes 47 seconds East, with the east line of said 606.1394 acre tract, 751.43 feet to a set 5/8 inch Baseline Corp. plastic capped iron rod for the northeasterly corner of that certain 9.26 acre tract described in the deed to Humble Oil & Refining Co. recorded in Volume 1063, Page 557, Deed Records of Harris County, Texas;

THENCE, North 32 degrees 02 minutes 49 seconds West, with a chain link fence and the north line of said 9.26 acre tract, 204.26 feet to a chain link fence post for corner;

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THENCE, North 02 degrees 10 minutes 01 seconds West, with a chain link fence and the east line of said 7.7884 acre tract, 503.47 feet to a chain link fence post for the northeast corner of said 7.7884 acre tract and a southerly corner of said 75.1117 acre tract;

THENCE, North 02 degrees 12 minutes 39 seconds West, with an easterly line of said 75.1117 acre tract, 265.61 feet to a found 5/8 inch Harris County plastic capped iron rod;

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June 19, 2015

By: BASELINE CORPORATION

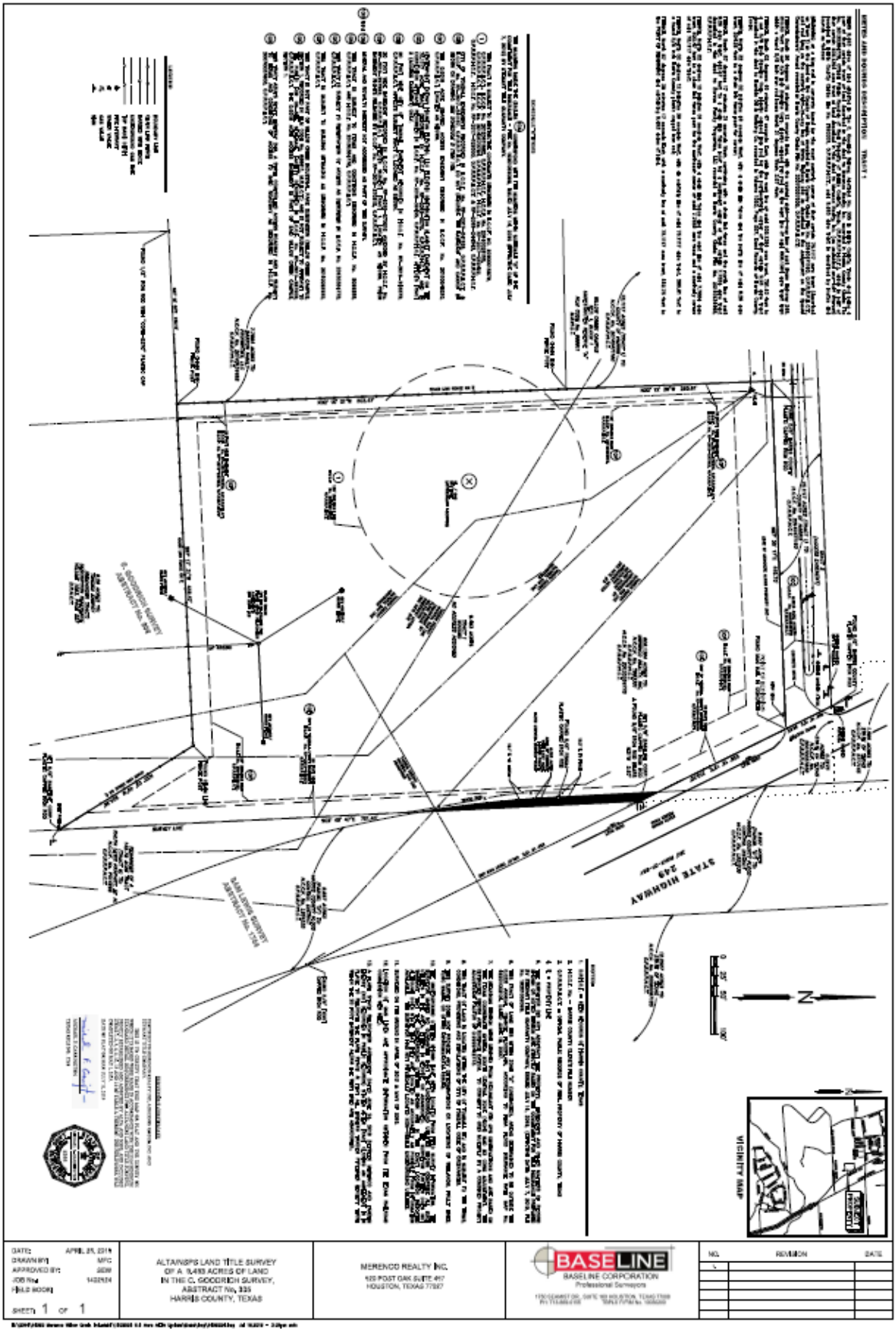

STATE HIGHWAY
249
VICINITY MAP
N
DATE: APRIL 25, 2019
DRAWN BY: MFC
APPROVED BY: JBW
JOB No: 1402624
FIELD BOOK:
SHEET 1 OF 1
ALTA/NSPS LAND TITLE SURVEY
OF A 15.493 ACRES OF LAND
IN THE C. GOODRICH SURVEY,
ABSTRACT No. 335
HARRIS COUNTY, TEXAS
MERENCO REALTY INC.
925 POST OAK SUITE 417
HOUSTON, TEXAS 77027
BASELINE
BASELINE CORPORATION
Professional Surveyors
NO.
REVISION
DATE

Exhibit "B"
Petition for Annexation

PETITION FOR CONSENT TO
ANNEX LAND INTO CORPORATE LIMITS OF CITY OF TOMBALL, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

TO THE HONORABLE MAYOR AND CITY
COUNCIL OF THE CITY OF TOMBALL, TEXAS:

The undersigned (the "Petitioner"), respectfully petition the City of Tomball, Texas (the "City"), for its consent to the addition of land to the City's corporate limits. In support of this Petition, the Petitioners would show the following:

I.

The land sought to be added to the City is described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Tract").

II.

The Tract lies wholly within Harris County, Texas, and wholly within the extraterritorial jurisdiction of the City.

III.

Merenco Realty, Inc., a Texas corporation holds fee simple title to the Tract, as shown by the Harris County Tax Rolls. There are no liens on the Tract. No one resides on the Tract.

IV.

The general nature of the work to be done by and within the Tract at the present time is the construction and operation of a commercial development.

WHEREFORE, the undersigned respectfully prays that this Petition be granted in all respects and that the City Council of the City of Tomball, Texas, adopt an ordinance giving its written consent to the addition of the Tract to the corporate limits of the City.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY SUBMITTED this _____ day of _____, 2019.

"Petitioner"

MERENCO REALTY, INC., a Texas corporation

By: _____
Name: Joe Bullard
Title: President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2019, by Joe Bullard, President of Merenco Realty, Inc., a Texas corporation, on behalf of said corporation.

_____
Notary Public in and for the
State of T E X A S

(SEAL)

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION TO PETITION

METES AND BOUNDS DESCRIPTION
9.493 ACRES OF LAND IN THE
C. GOODRICH SURVEY, ABSTRACT No. 305
WILLOW CREEK INDUSTRIAL PARK, HARRIS COUNTY, TEXAS

BEING 9.493 acres of land situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and being a part of that certain tract of land described in the deed to Merenco Realty, Inc. recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is part of that certain 606.1394 acre tract of land described in the deed to Merenco Realty, Inc. (an undivided one-half interest) recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T., said 9.493 acre tract is described by metes and bounds as follows:

BEGINNING at a Mag nail in concrete found for the most easterly corner of that certain 75.1117 acre tract (described as Tract 1) in the deed to the County of Harris, recorded in Harris County Clerks File No. 20140471160, O.P.R.R.P.H.C.T., said rod lying on the westerly right-of-way line of State Highway 249 as described in the Judgement on the Special Commissioners' Award recorded in Harris County Clerks File No. 20070057608, O.P.R.R.P.H.C.T;

THENCE, South 26 degrees 16 minutes 12 seconds East, with the westerly right-of-way line of said State Highway 249, 210.50 feet to set 5/8 inch Baseline Corp. plastic capped iron rod on the east line of said 606.1394 acre tract from which a found 5/8 inch iron rod bears North 31 degrees West, 2.67 feet;

THENCE, South 02 degrees 49 minutes 47 seconds East, with the east line of said 606.1394 acre tract, 751.43 feet to a set 5/8 inch Baseline Corp. plastic capped iron rod for the northeasterly corner of that certain 9.26 acre tract described in the deed to Humble Oil & Refining Co. recorded in Volume 1063, Page 557, Deed Records of Harris County, Texas;

THENCE, North 32 degrees 02 minutes 49 seconds West, with a chain link fence and the north line of said 9.26 acre tract, 204.26 feet to a chain link fence post for corner;

THENCE, South 87 degrees 17 minutes 31 seconds West, continuing with a chain link fence and the north line of said 9.26 acre tract, 442.47 feet to a chain link fence post for a southeast corner of that certain 7.7884 acre tract described in the deed to Barron Family Properties, LLC recorded in Harris County Clerks File No. 20140134468, O.P.R.R.P.H.C.T;

THENCE, North 02 degrees 10 minutes 01 seconds West, with a chain link fence and the east line of said 7.7884 acre tract, 503.47 feet to a chain link fence post for the

northeast corner of said 7.7884 acre tract and a southerly corner of said 75.1117 acre tract;

THENCE, North 02 degrees 12 minutes 39 seconds West, with an easterly line of said 75.1117 acre tract, 265.61 feet to a found 5/8 inch Harris County plastic capped iron rod;

THENCE, North 87 degrees 38 minutes 17 seconds East, with a southerly line of said 75.1117 acre tract, 449.75 feet to the **POINT OF BEGINNING** and containing 9.493 acres of land.

The bearings hereon were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS Adjustment. The distances shown are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.9999412773.

This description was prepared in conjunction with a survey made on the ground in April of 2015 and May of 2019 and with a survey drawing prepared by Baseline Corporation bearing the same date as this description.

June 19, 2015
By: BASELINE CORPORATION

Exhibit “C”
Description of Facilities
[TO BE ATTACHED]

Exhibit “D”
Point of Connection
[TO BE ATTACHED]

Exhibit "E"
Form of Conveyance
CONVEYANCE OF FACILITIES

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS Conveyance of Utility Facilities (this "Conveyance") is made and entered into by _____, a _____ ("_____") and CITY OF TOMBALL, TEXAS, a home rule municipality and political subdivision of the State of Texas ("City")

WITNESSETH:

WHEREAS, _____, entered into that certain Annexation and Service Agreement with, among others, the City, by which _____ agreed to construct certain facilities in order to receive water and sewage treatment services from the City (the "Agreement"); and

WHEREAS, pursuant to the Agreement _____ entered into that certain construction contract with _____ ("Contractor") dated _____ ("Construction Contract") and constructed those certain water and sewer facilities pursuant such construction contract ("Facilities").

Now, therefore, for and in consideration of $10.00 and other good and valuable consideration paid to _____, the receipt and adequacy of which is hereby acknowledged, the _____ and the City agree as follows:

1. _____ does hereby transfer, grant, sell, convey, assign and deliver to the City, its successors and assigns, the Facilities, together with any and all benefits, rights, title and interest in and to the Construction Contract.

2. _____, in addition to the other representations and warranties herein, specifically makes the following representations and warranties:

   a. that _____has full legal right and authority to make the sale, transfer, and assignment herein provided and to execute this Conveyance.

   b. that _____has good and indefeasible title to the constructed Facilities conveyed hereunder, is not a party to any written or oral contract which adversely affects this Conveyance, and is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this Conveyance.

   c. that _____ has neither engaged in nor been threatened with any legal action or proceeding, nor are they under any investigation, which would prevent the execution of this Conveyance.

d. The person executing this Conveyance on behalf of _____ has full authority to do so, and no further official action need be taken by _____ to validate this Conveyance.

Unless otherwise expressly provided, the representations, warranties, covenants and other agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive the closing of this transaction.

IN WITNESS WHEREOF, _____ and the City have caused their names to be hereunto subscribed.

EXECUTED AND EFFECTIVE as of the _____ day of _____, 2019.

[**CONTRACT PURCHASER**]

By:_____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2019, by _____, _____ of _____, a _____.

_____
Notary Public, State of Texas

(SEAL)

AGREED TO AND ACCEPTED THIS _____ day of _____, 2019.

ATTEST: **CITY OF TOMBALL, TEXAS**

By:_____ By:_____
City Secretary City Manager

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 2019, by _____, City manager of the City of Tomball, Texas.

_____
Notary Public, State of Texas

(SEAL)

Exhibit "F"
Form of Consent

CONSENT TO PROVIDE SERVICE

Merenco Realty, Inc., or its successors and assigns ("the "Landowner") is the owner of a tract of land described on Exhibit "A" attached hereto (the "Tract"). The Tract is within the boundaries of Harris-Montgomery Counties Management District (the "District"), as well as the certificated area of Aqua Texas, Inc. ("Aqua"). Neither the District nor Aqua have the present ability to provide water and/or sanitary sewer services (the "Services") to the Tract. Accordingly, the Landowner has sought the Services from the City of Tomball, Texas (the "City"). Subject to and upon the release of the Tract from Aqua's certificate of convenience and necessity, the District hereby consents to the City providing the Services to the Tract.

WITNESS THE EXECUTION HEREOF this _____ day of _____, 2019.

HARRIS-MONTGOMERY COUNTIES
MANAGEMENT DISTRICT

By: _____
President, Board of Directors

EXHIBIT A TO CONSENT TO PROVIDE SERVICE
METES AND BOUNDS DESCRIPTION
9.493 ACRES OF LAND IN THE
C. GOODRICH SURVEY, ABSTRACT No. 305
WILLOW CREEK INDUSTRIAL PARK, HARRIS COUNTY, TEXAS

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This description was prepared in conjunction with a survey made on the ground in April of 2015 and May of 2019 and with a survey drawing prepared by Baseline Corporation bearing the same date as this description.

June 19, 2015
By: BASELINE CORPORATION

Robert Tautenhahn

From: W A Butch Callegari Jr
Sent: Thursday, August 8, 2019 11:08 AM
To: Robert Tautenhahn
Cc: Michael Willis
Subject: HCID 17 CCN transfer

Follow Up Flag: Follow up
Flag Status: Flagged

Buddy and Michael:

Pursuant to ongoing discussions between Aqua Texas, Joe Bullard, and the City of Tomball, Aqua Texas has agreed to relinquish its CCN area to the City of Tomball for the three isolated tracts in the eastern portion of the Willow Creek area of HCID 17 (the "Orphan Tracts"). In exchange for this release, Aqua Texas will be reimbursed for the costs it has incurred providing water and septic service to the Lone Star College tract. Aqua Texas is working on getting me the listing and break down on those costs. I do not anticipate any impediments to this moving forward. If you have any questions, please call.

Butch Callegari
281-304-1230


Merenco Realty Tract
Tomball
PCT 4 Willow Creek Campus
MERENCO REALTY TRACT
Google Earth
© 2018 Google
N
1 mi

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:
Approve Annexation and Service Agreement between City of Tomball and Merenco Realty, Inc. for Construction of Service Lines, Conveyance and Acceptance of Water and Sewer Facilities and Consent to Provide Service

Background:
Upon approval of Resolution No. 2019-26 declaring the City's intention to annex the a 9.493-acre tract owned by Merenco Realty, the property owner is requesting approval of an annexation and service agreement.

Aqua Texas has agreed to relinquish its CCN for these 'orphan tracts' in order for the City to have authority/jurisdiction to provide city utilities to the tract.

Origination:
Merenco Realty

Recommendation:
Approve Annexation and Service Agreement between City of Tomball and Merenco Realty, Inc.

Party(ies) responsible for placing this item on agenda:
City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Annexation and Service Agreement
Aqua CCN - Intent to Relinquish CCN for Orphan Tracts
Map of Merenco Tract and City of Tomball
Application for Annexation - Merenco Tract and Service Agreement

ANNEXATION AND SERVICE AGREEMENT

This Annexation and Service Agreement ("Agreement") is entered into by and among **MERENCO REALTY, INC.**, a Texas corporation ("Merenco"), Adkisson Group, Inc., a Texas corporation ("Contract Purchaser"), and the **CITY OF TOMBALL, TEXAS**, a home rule municipality and political subdivision of the State of Texas ("City"), as of _____, 2019 (the "Effective Date"). Merenco, Contract Purchaser and the City are sometimes referred to collectively as the "Parties."

RECITALS

Merenco owns that certain tract of land described in Exhibit "A" attached hereto ("Tract") and has entered into an agreement to sell the Tract to the Contract Purchaser, which intends to develop the Tract as light industrial.

The Tract lies within the exclusive extraterritorial jurisdiction of the City and within boundaries of Harris-Montgomery Counties Management District ("HMCMD").

Aqua Texas, Inc. is the current holder of the Certificate of Convenience and Necessity ("CCN") covering the Tract; however, neither Aqua Texas nor HMCMD is able to provide water and sewer service to the Tract.

Merenco desires to remove the Tract from the CCN and annex it into the corporate limits of the City to receive water and sewer services from the City as an in-City customer ("Service").

The City has sufficient capacity to provide Service to the Tract.

The City is willing to annex the Tract and provide Service to the Tract upon the terms and conditions set forth herein.

The Parties desire to enter into this Agreement to set forth the terms and conditions by which the City will annex the Tract into the City's corporate limits and provide Service to the Tract.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties contract and agree as follows:

ARTICLE I
ANNEXATION

Section 1.1 Annexation. Simultaneously with the execution of this Agreement, Merenco shall execute and provide to the City a Petition for Annexation of the Tract into the City's corporate limits substantially in the form attached hereto as Exhibit "B".

Section 1.2 City Action on Annexation. The City shall approve the Annexation Petition as soon as reasonably possible.

ARTICLE II
CONSTRUCTION AND SERVICE

Section 2.1. Construction of Service Lines. Contract Purchaser, at its sole cost and expense, shall design and construct, or cause to be constructed, the water and sewer facilities as detailed on Exhibit "C" attached hereto ("Facilities"), which shall include acquiring necessary licenses, permits, or amendments thereto; acquiring necessary easements or other interests in real property; preparing plans and specifications; engineering and material-testing; fiscal, legal, administrative, and contingency costs; and all other costs and expenses reasonably necessary to acquire or construct the Facilities from the Tract to the Point of Connection, depicted on Exhibit "D" attached hereto.

Section 2.2 Conveyance and Acceptance of the Facilities. Upon the City's final inspection and approval of the Facilities, Contract Purchaser shall convey to the City, and the City shall accept, the Facilities, free of any liens or encumbrances, for ownership, operation and maintenance. Such conveyance shall be made pursuant to the form attached hereto as Exhibit "E".

Section 2.3 Capacity Commitment and Service to the Tract. The City agrees to provide Service to the Tract in an amount sufficient to serve ____ equivalent single family connections ("Capacity"). After the City annexes the Tract as contemplated in Article I herein, and the Contract Purchaser has constructed and conveyed the Facilities to the City, Contract Purchaser shall be a water and sewer service customer of the City for all purposes, subject to any and all City rates, fees charges, rules and regulations then in effect. Notwithstanding the foregoing, the City's commitment to provide the Capacity shall expire if vertical improvements on the Tract have not commenced by the _____ anniversary of this Agreement.

ARTICLE III
CONSENT TO SERVE

Any provision of Service to the Tract by the City is subject to and contingent upon the release of the Tract from the CCN and execution by HMCMD of the form of consent attached hereto as Exhibit "F".

ARTICLE IV
TERM

This Agreement shall terminate the earlier to occur of five (5) years from the Effective Date or upon the City providing Service to the Tract. Any extension to the term of this Agreement shall be in writing signed by Parties.

ARTICLE V
MISCELLANEOUS

Section 5.1. Approval or Consent. Whenever this Agreement requires or permits approval or consent to be hereafter given either Party, the Parties agree that such approval or consent shall not be unreasonably withheld.

Section 5.2. 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 Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability of the City to provide water as set forth in this Agreement, or any other inabilities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care.

Section 5.3. Regulatory Agencies. This Agreement is subject to all rules, regulations and laws which may be applicable of the United States, the State of Texas, and any regulatory agency having jurisdiction.

Section 5.4. No Additional Waiver Implied. No waiver or waivers of any breach or default by any Party of any term, covenant, condition, or liability hereunder, or the performance thereby of any duty of obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 5.5. Addresses and Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (a) depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (b) delivering the same in person to such party; or (c) sending same by facsimile or electronic mail. Notice given by mail shall be effective three (3) days after deposit in the United States mail and notice delivered in person or sent by facsimile or electronic mail shall be effective upon receipt. For the purpose of notice, addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to Merenco, to:

Merenco Realty, Inc.
Joe Bullard, President
11941 Overlook Pass
Austin, TX 77498
Direct: 713-865-0061
E-mail: joebullard2019@gmail.com

If to Contract Purchaser, to:

Adkisson Group, Inc.
Steve Adkisson
1130 Enclave Pkwy
Houston, TX 77077
Direct: 832-954-2904
E-mail: steve@adkissondevelopment.com

If to the City, to:

The City of Tomball
Attention: Robert S. Hauck
City Manager
401 Market Street
Tomball, TX 77375
Phone: 281-290-1302
E-mail: RHauck@tomballtx.gov

Any Party may designate another address for all purposes of this Agreement by giving the other Parties not less than fifteen (15) days advance written notice of such change of address.

Section 5.6. Assignability. This Agreement shall bind and benefit the Parties hereto and their successors but shall not otherwise be assignable, in whole or in part, by the Parties.

Section 5.7. Modification. This Agreement shall be subject to change or modification only with the written mutual consent of the Parties.

Section 5.8. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties, their legal successors and assigns, and shall not be construed to confer any rights upon any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing and it is expressly agreed that nothing herein shall be construed to create any duty or obligation on the part of either of the Parties to the customers of the other.

Section 5.9. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any

reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 5.10. Merger. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the Parties relative to the subject matter hereof.

Section 5.11. Remedies. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all remedies existing at law or in equity, including specific performance and mandamus, may be availed of by both Parties and shall be cumulative.

The Parties agree that alternative dispute resolution, as provided in Texas Civil Practice and Remedies Code, Chapter 54, as amended, is the preferable and most economical way to settle disputes and is an appropriate means for the parties to an ongoing contract such as this Agreement to resolve their differences. When any controversy, dispute, or claim arises out of or relates to the Agreement or when the breach of any provision of this Agreement is alleged, the Parties agree to pursue alternative dispute resolution in good faith to attempt to resolve these differences before pursuing other legal or equitable remedies. Moreover, the parties agree to pursue voluntary agreement forms of alternative dispute resolution before submitting the dispute to the judicial system or to a non-party or parties for resolution.

Section 5.12. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue shall be in Harris County, Texas.

Section 5.13. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if the Parties signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

[Execution pages follow]

IN WITNESS HEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written above.

MERENCO REALTY, INC., a Texas corporation

By:_____
Joe Bullard, President

[**CONTRACT PURCHASER**]

By:_____
Name:_____
Title:_____

ATTEST:

CITY OF TOMBALL, TEXAS

By:_____
City Secretary

By:_____
City Manager

(SEAL)

Schedule of Exhibits

Exhibit “A” – Description of Tract
Exhibit “B” – Petition for Annexation
Exhibit “C” – Description of Facilities
Exhibit “D” – Diagram of Point of Connection
Exhibit “E” – Form of Conveyance
Exhibit “F” – Form of Consent

Exhibit “A”

METES AND BOUNDS DESCRIPTION
9.493 ACRES OF LAND IN THE
C. GOODRICH SURVEY, ABSTRACT No. 305
WILLOW CREEK INDUSTRIAL PARK, HARRIS COUNTY, TEXAS

BEING 9.493 acres of land situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and being a part of that certain tract of land described in the deed to Merenco Realty, Inc. recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is part of that certain 606.1394 acre tract of land described in the deed to Merenco Realty, Inc. (an undivided one-half interest) recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T., said 9.493 acre tract is described by metes and bounds as follows:

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THENCE, North 02 degrees 10 minutes 01 seconds West, with a chain link fence and the east line of said 7.7884 acre tract, 503.47 feet to a chain link fence post for the northeast corner of said 7.7884 acre tract and a southerly corner of said 75.1117 acre tract;

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June 19, 2015

By: BASELINE CORPORATION

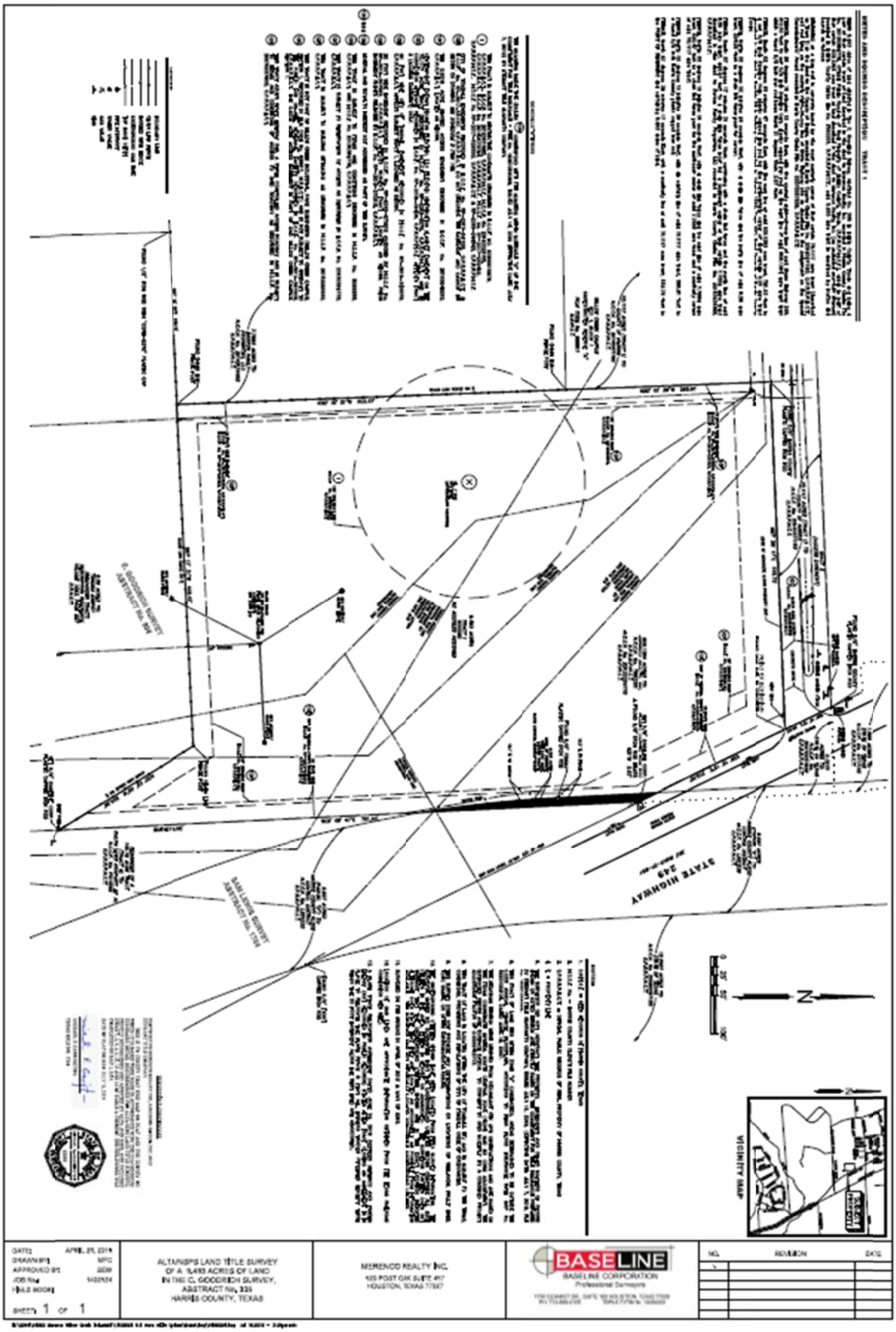

STATE HIGHWAY
249
VICINITY MAP
ALTA/NSPS LAND TITLE SURVEY
OF A 15.493 ACRES OF LAND
IN THE C. GOODRICH SURVEY,
ABSTRACT No. 335
HARRIS COUNTY, TEXAS
MERENDO REALTY INC.
BASELINE
BASELINE CORPORATION
Professional Surveyors
NO.
REVISION
DATE

Exhibit "B"
Petition for Annexation

PETITION FOR CONSENT TO
ANNEX LAND INTO CORPORATE LIMITS OF CITY OF TOMBALL, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

TO THE HONORABLE MAYOR AND CITY
COUNCIL OF THE CITY OF TOMBALL, TEXAS:

The undersigned (the "Petitioner"), respectfully petition the City of Tomball, Texas (the "City"), for its consent to the addition of land to the City's corporate limits. In support of this Petition, the Petitioners would show the following:

I.

The land sought to be added to the City is described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Tract").

II.

The Tract lies wholly within Harris County, Texas, and wholly within the extraterritorial jurisdiction of the City.

III.

Merenco Realty, Inc., a Texas corporation holds fee simple title to the Tract, as shown by the Harris County Tax Rolls. There are no liens on the Tract. No one resides on the Tract.

IV.

The general nature of the work to be done by and within the Tract at the present time is the construction and operation of a commercial development.

WHEREFORE, the undersigned respectfully prays that this Petition be granted in all respects and that the City Council of the City of Tomball, Texas, adopt an ordinance giving its written consent to the addition of the Tract to the corporate limits of the City.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY SUBMITTED this _____ day of _____, 2019.

"Petitioner"

MERENCO REALTY, INC., a Texas corporation

By: _____
Name: Joe Bullard
Title: President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2019, by Joe Bullard, President of Merenco Realty, Inc., a Texas corporation, on behalf of said corporation.

_____
Notary Public in and for the
State of T E X A S

(SEAL)

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION TO PETITION

METES AND BOUNDS DESCRIPTION
9.493 ACRES OF LAND IN THE
C. GOODRICH SURVEY, ABSTRACT No. 305
WILLOW CREEK INDUSTRIAL PARK, HARRIS COUNTY, TEXAS

BEING 9.493 acres of land situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and being a part of that certain tract of land described in the deed to Merenco Realty, Inc. recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is part of that certain 606.1394 acre tract of land described in the deed to Merenco Realty, Inc. (an undivided one-half interest) recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T., said 9.493 acre tract is described by metes and bounds as follows:

BEGINNING at a Mag nail in concrete found for the most easterly corner of that certain 75.1117 acre tract (described as Tract 1) in the deed to the County of Harris, recorded in Harris County Clerks File No. 20140471160, O.P.R.R.P.H.C.T., said rod lying on the westerly right-of-way line of State Highway 249 as described in the Judgement on the Special Commissioners' Award recorded in Harris County Clerks File No. 20070057608, O.P.R.R.P.H.C.T;

THENCE, South 26 degrees 16 minutes 12 seconds East, with the westerly right-of-way line of said State Highway 249, 210.50 feet to set 5/8 inch Baseline Corp. plastic capped iron rod on the east line of said 606.1394 acre tract from which a found 5/8 inch iron rod bears North 31 degrees West, 2.67 feet;

THENCE, South 02 degrees 49 minutes 47 seconds East, with the east line of said 606.1394 acre tract, 751.43 feet to a set 5/8 inch Baseline Corp. plastic capped iron rod for the northeasterly corner of that certain 9.26 acre tract described in the deed to Humble Oil & Refining Co. recorded in Volume 1063, Page 557, Deed Records of Harris County, Texas;

THENCE, North 32 degrees 02 minutes 49 seconds West, with a chain link fence and the north line of said 9.26 acre tract, 204.26 feet to a chain link fence post for corner;

THENCE, South 87 degrees 17 minutes 31 seconds West, continuing with a chain link fence and the north line of said 9.26 acre tract, 442.47 feet to a chain link fence post for a southeast corner of that certain 7.7884 acre tract described in the deed to Barron Family Properties, LLC recorded in Harris County Clerks File No. 20140134468, O.P.R.R.P.H.C.T;

THENCE, North 02 degrees 10 minutes 01 seconds West, with a chain link fence and the east line of said 7.7884 acre tract, 503.47 feet to a chain link fence post for the

northeast corner of said 7.7884 acre tract and a southerly corner of said 75.1117 acre tract;

THENCE, North 02 degrees 12 minutes 39 seconds West, with an easterly line of said 75.1117 acre tract, 265.61 feet to a found 5/8 inch Harris County plastic capped iron rod;

THENCE, North 87 degrees 38 minutes 17 seconds East, with a southerly line of said 75.1117 acre tract, 449.75 feet to the **POINT OF BEGINNING** and containing 9.493 acres of land.

The bearings hereon were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS Adjustment. The distances shown are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.9999412773.

This description was prepared in conjunction with a survey made on the ground in April of 2015 and May of 2019 and with a survey drawing prepared by Baseline Corporation bearing the same date as this description.

June 19, 2015
By: BASELINE CORPORATION

Exhibit “C”
Description of Facilities
[TO BE ATTACHED]

Exhibit “D”
Point of Connection
[TO BE ATTACHED]

Exhibit "E"
Form of Conveyance
CONVEYANCE OF FACILITIES

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS Conveyance of Utility Facilities (this "Conveyance") is made and entered into by _____, a _____ ("_____") and CITY OF TOMBALL, TEXAS, a home rule municipality and political subdivision of the State of Texas ("City")

WITNESSETH:

WHEREAS, _____, entered into that certain Annexation and Service Agreement with, among others, the City, by which _____ agreed to construct certain facilities in order to receive water and sewage treatment services from the City (the "Agreement"); and

WHEREAS, pursuant to the Agreement _____ entered into that certain construction contract with _____ ("Contractor") dated _____ ("Construction Contract") and constructed those certain water and sewer facilities pursuant such construction contract ("Facilities").

Now, therefore, for and in consideration of $10.00 and other good and valuable consideration paid to _____, the receipt and adequacy of which is hereby acknowledged, the _____ and the City agree as follows:

1. _____ does hereby transfer, grant, sell, convey, assign and deliver to the City, its successors and assigns, the Facilities, together with any and all benefits, rights, title and interest in and to the Construction Contract.

2. _____, in addition to the other representations and warranties herein, specifically makes the following representations and warranties:

    a. that _____has full legal right and authority to make the sale, transfer, and assignment herein provided and to execute this Conveyance.

    b. that _____has good and indefeasible title to the constructed Facilities conveyed hereunder, is not a party to any written or oral contract which adversely affects this Conveyance, and is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this Conveyance.

    c. that _____ has neither engaged in nor been threatened with any legal action or proceeding, nor are they under any investigation, which would prevent the execution of this Conveyance.

d. The person executing this Conveyance on behalf of _____ has full authority to do so, and no further official action need be taken by _____ to validate this Conveyance.

Unless otherwise expressly provided, the representations, warranties, covenants and other agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive the closing of this transaction.

IN WITNESS WHEREOF, _____ and the City have caused their names to be hereunto subscribed.

EXECUTED AND EFFECTIVE as of the _____ day of _____, 2019.

[**CONTRACT PURCHASER**]

By:_____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2019, by _____, _____ of _____, a _____.

_____
Notary Public, State of Texas

(SEAL)

AGREED TO AND ACCEPTED THIS _____ day of _____, 2019.

ATTEST: **CITY OF TOMBALL, TEXAS**

By:_____ By:_____
City Secretary City Manager

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 2019, by _____, City manager of the City of Tomball, Texas.

_____
Notary Public, State of Texas

(SEAL)

Exhibit "F"
Form of Consent

CONSENT TO PROVIDE SERVICE

Merenco Realty, Inc., or its successors and assigns ("the "Landowner") is the owner of a tract of land described on Exhibit "A" attached hereto (the "Tract"). The Tract is within the boundaries of Harris-Montgomery Counties Management District (the "District"), as well as the certificated area of Aqua Texas, Inc. ("Aqua"). Neither the District nor Aqua have the present ability to provide water and/or sanitary sewer services (the "Services") to the Tract. Accordingly, the Landowner has sought the Services from the City of Tomball, Texas (the "City"). Subject to and upon the release of the Tract from Aqua's certificate of convenience and necessity, the District hereby consents to the City providing the Services to the Tract.

WITNESS THE EXECUTION HEREOF this _____ day of _____, 2019.

HARRIS-MONTGOMERY COUNTIES
MANAGEMENT DISTRICT

By: _____
President, Board of Directors

EXHIBIT A TO CONSENT TO PROVIDE SERVICE
METES AND BOUNDS DESCRIPTION
9.493 ACRES OF LAND IN THE
C. GOODRICH SURVEY, ABSTRACT No. 305
WILLOW CREEK INDUSTRIAL PARK, HARRIS COUNTY, TEXAS

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June 19, 2015
By: BASELINE CORPORATION

Robert Tautenhahn

From: W A Butch Callegari Jr
Sent: Thursday, August 8, 2019 11:08 AM
To: Robert Tautenhahn
Cc: Michael Willis
Subject: HCID 17 CCN transfer

Follow Up Flag: Follow up
Flag Status: Flagged

Buddy and Michael:

Pursuant to ongoing discussions between Aqua Texas, Joe Bullard, and the City of Tomball, Aqua Texas has agreed to relinquish its CCN area to the City of Tomball for the three isolated tracts in the eastern portion of the Willow Creek area of HCID 17 (the "Orphan Tracts"). In exchange for this release, Aqua Texas will be reimbursed for the costs it has incurred providing water and septic service to the Lone Star College tract. Aqua Texas is working on getting me the listing and break down on those costs. I do not anticipate any impediments to this moving forward. If you have any questions, please call.

Butch Callegari
281-304-1230

Merenco Realty Tract



ANNEXATION AND SERVICE AGREEMENT

This Annexation and Service Agreement ("Agreement") is entered into by and among **MERENCO REALTY, INC.**, a Texas corporation ("Merenco"), _____, a _____ ("Contract Purchaser"), and the **CITY OF TOMBALL, TEXAS**, a home rule municipality and political subdivision of the State of Texas ("City"), as of _____, 2019 (the "Effective Date"). Merenco, Contract Purchaser and the City are sometimes referred to collectively as the "Parties."

RECITALS

Merenco owns that certain tract of land described in Exhibit "A" attached hereto ("Tract") and has entered into an agreement to sell the Tract to the Contract Purchaser, which intends to develop the Tract as _____.

The Tract lies within the exclusive extraterritorial jurisdiction of the City and within boundaries of Harris-Montgomery Counties Management District ("HMCMD").

Aqua Texas, Inc. is the current holder of the Certificate of Convenience and Necessity ("CCN") covering the Tract; however, neither Aqua Texas nor HMCMD is able to provide water and sewer service to the Tract.

Merenco desires to remove the Tract from the CCN and annex it into the corporate limits of the City to receive water and sewer services from the City as an in-City customer ("Service").

The City has sufficient capacity to provide Service to the Tract.

The City is willing to annex the Tract and provide Service to the Tract upon the terms and conditions set forth herein.

The Parties desire to enter into this Agreement to set forth the terms and conditions by which the City will annex the Tract into the City's corporate limits and provide Service to the Tract.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties contract and agree as follows:

ARTICLE I
ANNEXATION

Section 1.1 Annexation. Simultaneously with the execution of this Agreement, Merenco shall execute and provide to the City a Petition for Annexation of the Tract into the City's corporate limits substantially in the form attached hereto as Exhibit "B".

Section 1.2 City Action on Annexation. The City shall approve the Annexation Petition as soon as reasonably possible.

ARTICLE II
CONSTRUCTION AND SERVICE

Section 2.1. Construction of Service Lines. Contract Purchaser, at its sole cost and expense, shall design and construct, or cause to be constructed, the water and sewer facilities as detailed on Exhibit "C" attached hereto ("Facilities"), which shall include acquiring necessary licenses, permits, or amendments thereto; acquiring necessary easements or other interests in real property; preparing plans and specifications; engineering and material-testing; fiscal, legal, administrative, and contingency costs; and all other costs and expenses reasonably necessary to acquire or construct the Facilities from the Tract to the Point of Connection, depicted on Exhibit "D" attached hereto.

Section 2.2 Conveyance and Acceptance of the Facilities. Upon the City's final inspection and approval of the Facilities, Contract Purchaser shall convey to the City, and the City shall accept, the Facilities, free of any liens or encumbrances, for ownership, operation and maintenance. Such conveyance shall be made pursuant to the form attached hereto as Exhibit "E".

Section 2.3 Capacity Commitment and Service to the Tract. The City agrees to provide Service to the Tract in an amount sufficient to serve ____ equivalent single family connections ("Capacity"). After the City annexes the Tract as contemplated in Article I herein, and the Contract Purchaser has constructed and conveyed the Facilities to the City, Contract Purchaser shall be a water and sewer service customer of the City for all purposes, subject to any and all City rates, fees charges, rules and regulations then in effect. Notwithstanding the foregoing, the City's commitment to provide the Capacity shall expire if vertical improvements on the Tract have not commenced by the _____ anniversary of this Agreement.

ARTICLE III
CONSENT TO SERVE

Any provision of Service to the Tract by the City is subject to and contingent upon the release of the Tract from the CCN and execution by HMCMD of the form of consent attached hereto as Exhibit "F".

ARTICLE IV
TERM

This Agreement shall terminate the earlier to occur of five (5) years from the Effective Date or upon the City providing Service to the Tract. Any extension to the term of this Agreement shall be in writing signed by Parties.

ARTICLE V
MISCELLANEOUS

Section 5.1. Approval or Consent. Whenever this Agreement requires or permits approval or consent to be hereafter given either Party, the Parties agree that such approval or consent shall not be unreasonably withheld.

Section 5.2. 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 Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability of the City to provide water as set forth in this Agreement, or any other inabilities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care.

Section 5.3. Regulatory Agencies. This Agreement is subject to all rules, regulations and laws which may be applicable of the United States, the State of Texas, and any regulatory agency having jurisdiction.

Section 5.4. No Additional Waiver Implied. No waiver or waivers of any breach or default by any Party of any term, covenant, condition, or liability hereunder, or the performance thereby of any duty of obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 5.5. Addresses and Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (a) depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (b) delivering the same in person to such party; or (c) sending same by facsimile or electronic mail. Notice given by mail shall be effective three (3) days after deposit in the United States mail and notice delivered in person or sent by facsimile or electronic mail shall be effective upon receipt. For the purpose of notice, addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to Merenco, to:

Merenco Realty, Inc.
Joe Bullard, President
11941 Overlook Pass
Austin, TX 78738
Phone: (713) 865-0061
Facsimile: (_____) _____
E-mail: joebullard2019@gmail.com

If to Contract Purchaser, to:

_____
_____
_____
Facsimile: (_____) _____
E-mail: _____

If to the City, to:

The City of Tomball
Attention: Robert S. Hauck
City Manager
401 Market Street
Tomball, TX 77375
Phone: (281) 290-1302
Facsimile: (281) 351-6256
E-mail: RHauck@tomballtx.gov

Any Party may designate another address for all purposes of this Agreement by giving the other Parties not less than fifteen (15) days advance written notice of such change of address.

Section 5.6. Assignability. This Agreement shall bind and benefit the Parties hereto and their successors but shall not otherwise be assignable, in whole or in part, by the Parties.

Section 5.7. Modification. This Agreement shall be subject to change or modification only with the written mutual consent of the Parties.

Section 5.8. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties, their legal successors and assigns, and shall not be construed to confer any rights upon any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing and it is expressly agreed that nothing herein shall be construed to create any duty or obligation on the part of either of the Parties to the customers of the other.

Section 5.9. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 5.10. Merger. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the Parties relative to the subject matter hereof.

Section 5.11. Remedies. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all remedies existing at law or in equity, including specific performance and mandamus, may be availed of by both Parties and shall be cumulative.

The Parties agree that alternative dispute resolution, as provided in Texas Civil Practice and Remedies Code, Chapter 54, as amended, is the preferable and most economical way to settle disputes and is an appropriate means for the parties to an ongoing contract such as this Agreement to resolve their differences. When any controversy, dispute, or claim arises out of or relates to the Agreement or when the breach of any provision of this Agreement is alleged, the Parties agree to pursue alternative dispute resolution in good faith to attempt to resolve these differences before pursuing other legal or equitable remedies. Moreover, the parties agree to pursue voluntary agreement forms of alternative dispute resolution before submitting the dispute to the judicial system or to a non-party or parties for resolution.

Section 5.12. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue shall be in Harris County, Texas.

Section 5.13. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if the Parties signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

[Execution pages follow]

IN WITNESS HEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written above.

MERENCO REALTY, INC., a Texas corporation

By:_____
Joe Bullard, President

[**CONTRACT PURCHASER**]

By:_____
Name:_____
Title:_____

ATTEST:

CITY OF TOMBALL, TEXAS

By:_____
City Secretary

By:_____
City Manager

(SEAL)

Schedule of Exhibits

Exhibit "A" – Description of Tract
Exhibit "B" – Petition for Annexation
Exhibit "C" – Description of Facilities
Exhibit "D" – Diagram of Point of Connection
Exhibit "E" – Form of Conveyance
Exhibit "F" – Form of Consent

Exhibit "A"

METES AND BOUNDS DESCRIPTION
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June 19, 2015

By: BASELINE CORPORATION

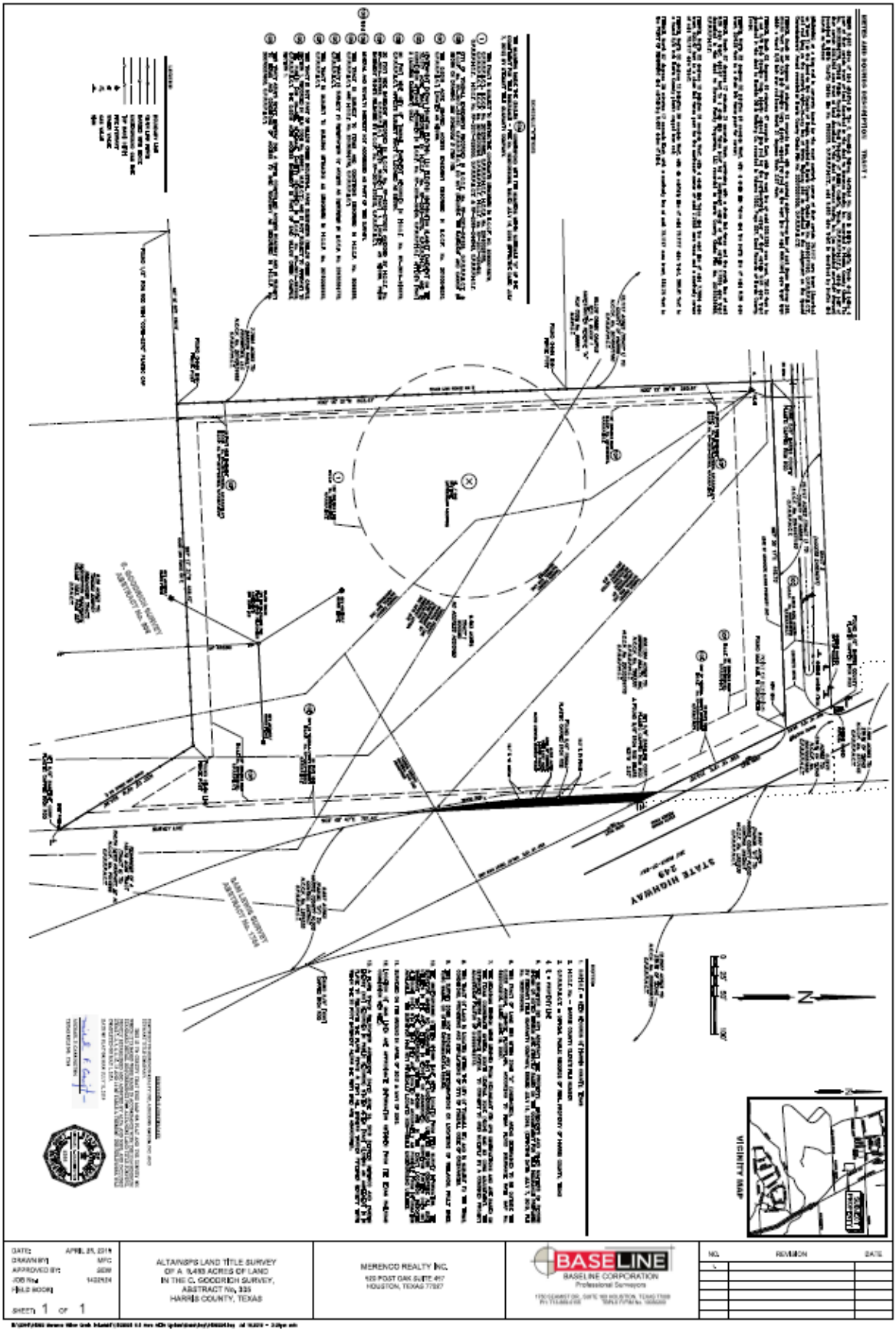

STATE HIGHWAY
249
VICINITY MAP
N
ALTA/NSPS LAND TITLE SURVEY
OF A 9.493 ACRES OF LAND
IN THE C. GOODRICH SURVEY,
ABSTRACT No. 335
HARRIS COUNTY, TEXAS
MERENCO REALTY INC.
925 POST OAK SUITE 417
HOUSTON, TEXAS 77027
BASELINE
BASELINE CORPORATION
Professional Surveyors
SHEET 1 OF 1

Exhibit "B"
Petition for Annexation

PETITION FOR CONSENT TO
ANNEX LAND INTO CORPORATE LIMITS OF CITY OF TOMBALL, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

TO THE HONORABLE MAYOR AND CITY
COUNCIL OF THE CITY OF TOMBALL, TEXAS:

The undersigned (the "Petitioner"), respectfully petition the City of Tomball, Texas (the "City"), for its consent to the addition of land to the City's corporate limits. In support of this Petition, the Petitioners would show the following:

I.

The land sought to be added to the City is described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Tract").

II.

The Tract lies wholly within Harris County, Texas, and wholly within the extraterritorial jurisdiction of the City.

III.

Merenco Realty, Inc., a Texas corporation holds fee simple title to the Tract, as shown by the Harris County Tax Rolls. There are no liens on the Tract. No one resides on the Tract.

IV.

The general nature of the work to be done by and within the Tract at the present time is the construction and operation of a commercial development.

WHEREFORE, the undersigned respectfully prays that this Petition be granted in all respects and that the City Council of the City of Tomball, Texas, adopt an ordinance giving its written consent to the addition of the Tract to the corporate limits of the City.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY SUBMITTED this _____ day of _____, 2019.

"Petitioner"

MERENCO REALTY, INC., a Texas corporation

By: _____
Name: Joe Bullard
Title: President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2019, by Joe Bullard, President of Merenco Realty, Inc., a Texas corporation, on behalf of said corporation.

_____
Notary Public in and for the
State of T E X A S

(SEAL)

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION TO PETITION

METES AND BOUNDS DESCRIPTION
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WILLOW CREEK INDUSTRIAL PARK, HARRIS COUNTY, TEXAS

BEING 9.493 acres of land situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and being a part of that certain tract of land described in the deed to Merenco Realty, Inc. recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is part of that certain 606.1394 acre tract of land described in the deed to Merenco Realty, Inc. (an undivided one-half interest) recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T., said 9.493 acre tract is described by metes and bounds as follows:

BEGINNING at a Mag nail in concrete found for the most easterly corner of that certain 75.1117 acre tract (described as Tract 1) in the deed to the County of Harris, recorded in Harris County Clerks File No. 20140471160, O.P.R.R.P.H.C.T., said rod lying on the westerly right-of-way line of State Highway 249 as described in the Judgement on the Special Commissioners' Award recorded in Harris County Clerks File No. 20070057608, O.P.R.R.P.H.C.T;

THENCE, South 26 degrees 16 minutes 12 seconds East, with the westerly right-of-way line of said State Highway 249, 210.50 feet to set 5/8 inch Baseline Corp. plastic capped iron rod on the east line of said 606.1394 acre tract from which a found 5/8 inch iron rod bears North 31 degrees West, 2.67 feet;

THENCE, South 02 degrees 49 minutes 47 seconds East, with the east line of said 606.1394 acre tract, 751.43 feet to a set 5/8 inch Baseline Corp. plastic capped iron rod for the northeasterly corner of that certain 9.26 acre tract described in the deed to Humble Oil & Refining Co. recorded in Volume 1063, Page 557, Deed Records of Harris County, Texas;

THENCE, North 32 degrees 02 minutes 49 seconds West, with a chain link fence and the north line of said 9.26 acre tract, 204.26 feet to a chain link fence post for corner;

THENCE, South 87 degrees 17 minutes 31 seconds West, continuing with a chain link fence and the north line of said 9.26 acre tract, 442.47 feet to a chain link fence post for a southeast corner of that certain 7.7884 acre tract described in the deed to Barron Family Properties, LLC recorded in Harris County Clerks File No. 20140134468, O.P.R.R.P.H.C.T;

THENCE, North 02 degrees 10 minutes 01 seconds West, with a chain link fence and the east line of said 7.7884 acre tract, 503.47 feet to a chain link fence post for the

northeast corner of said 7.7884 acre tract and a southerly corner of said 75.1117 acre tract;

THENCE, North 02 degrees 12 minutes 39 seconds West, with an easterly line of said 75.1117 acre tract, 265.61 feet to a found 5/8 inch Harris County plastic capped iron rod;

THENCE, North 87 degrees 38 minutes 17 seconds East, with a southerly line of said 75.1117 acre tract, 449.75 feet to the **POINT OF BEGINNING** and containing 9.493 acres of land.

The bearings hereon were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS Adjustment. The distances shown are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.9999412773.

This description was prepared in conjunction with a survey made on the ground in April of 2015 and May of 2019 and with a survey drawing prepared by Baseline Corporation bearing the same date as this description.

June 19, 2015
By: BASELINE CORPORATION

Exhibit “C”
Description of Facilities
[TO BE ATTACHED]

Exhibit “D”
Point of Connection
[TO BE ATTACHED]

Exhibit "E"
Form of Conveyance
CONVEYANCE OF FACILITIES

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS Conveyance of Utility Facilities (this "Conveyance") is made and entered into by _____, a _____ ("_____") and CITY OF TOMBALL, TEXAS, a home rule municipality and political subdivision of the State of Texas ("City")

WITNESSETH:

WHEREAS, _____, entered into that certain Annexation and Service Agreement with, among others, the City, by which _____ agreed to construct certain facilities in order to receive water and sewage treatment services from the City (the "Agreement"); and

WHEREAS, pursuant to the Agreement _____ entered into that certain construction contract with _____ ("Contractor") dated _____ ("Construction Contract") and constructed those certain water and sewer facilities pursuant such construction contract ("Facilities").

Now, therefore, for and in consideration of $10.00 and other good and valuable consideration paid to _____, the receipt and adequacy of which is hereby acknowledged, the _____ and the City agree as follows:

1. _____ does hereby transfer, grant, sell, convey, assign and deliver to the City, its successors and assigns, the Facilities, together with any and all benefits, rights, title and interest in and to the Construction Contract.

2. _____, in addition to the other representations and warranties herein, specifically makes the following representations and warranties:

   a. that _____has full legal right and authority to make the sale, transfer, and assignment herein provided and to execute this Conveyance.

   b. that _____has good and indefeasible title to the constructed Facilities conveyed hereunder, is not a party to any written or oral contract which adversely affects this Conveyance, and is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this Conveyance.

   c. that _____ has neither engaged in nor been threatened with any legal action or proceeding, nor are they under any investigation, which would prevent the execution of this Conveyance.

d. The person executing this Conveyance on behalf of _____ has full authority to do so, and no further official action need be taken by _____ to validate this Conveyance.

Unless otherwise expressly provided, the representations, warranties, covenants and other agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive the closing of this transaction.

IN WITNESS WHEREOF, _____ and the City have caused their names to be hereunto subscribed.

EXECUTED AND EFFECTIVE as of the _____ day of _____, 2019.

[**CONTRACT PURCHASER**]

By:_____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2019, by _____, _____ of _____, a _____.

_____
Notary Public, State of Texas

(SEAL)

AGREED TO AND ACCEPTED THIS _____ day of _____, 2019.

ATTEST: **CITY OF TOMBALL, TEXAS**

By:_____ By:_____
City Secretary City Manager

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 2019, by _____, City manager of the City of Tomball, Texas.

_____
Notary Public, State of Texas

(SEAL)

Exhibit "F"
Form of Consent

CONSENT TO PROVIDE SERVICE

Merenco Realty, Inc., or its successors and assigns ("the "Landowner") is the owner of a tract of land described on Exhibit "A" attached hereto (the "Tract"). The Tract is within the boundaries of Harris-Montgomery Counties Management District (the "District"), as well as the certificated area of Aqua Texas, Inc. ("Aqua"). Neither the District nor Aqua have the present ability to provide water and/or sanitary sewer services (the "Services") to the Tract. Accordingly, the Landowner has sought the Services from the City of Tomball, Texas (the "City"). Subject to and upon the release of the Tract from Aqua's certificate of convenience and necessity, the District hereby consents to the City providing the Services to the Tract.

WITNESS THE EXECUTION HEREOF this _____ day of _____, 2019.

HARRIS-MONTGOMERY COUNTIES
MANAGEMENT DISTRICT

By: _____
President, Board of Directors

EXHIBIT A TO CONSENT TO PROVIDE SERVICE
METES AND BOUNDS DESCRIPTION
9.493 ACRES OF LAND IN THE
C. GOODRICH SURVEY, ABSTRACT No. 305
WILLOW CREEK INDUSTRIAL PARK, HARRIS COUNTY, TEXAS

BEING 9.493 acres of land situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and being a part of that certain tract of land described in the deed to Merenco Realty, Inc. recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is part of that certain 606.1394 acre tract of land described in the deed to Merenco Realty, Inc. (an undivided one-half interest) recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T., said 9.493 acre tract is described by metes and bounds as follows:

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75.1117 acre tract, 265.61 feet to a found 5/8 inch Harris County plastic capped iron rod;

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This description was prepared in conjunction with a survey made on the ground in April of 2015 and May of 2019 and with a survey drawing prepared by Baseline Corporation bearing the same date as this description.

June 19, 2015
By: BASELINE CORPORATION

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:
Approve Request by The Houston Repertoire Ballet (HRB) for Financial Support for Eight Performances and Two Dress Rehearsals of "The Nutcracker" Ballet, to be held December 6-8, 2019 at the Tomball High School Theatre, in the Amount of $16,500.00.

Background:

Origination:
Tina Pidgeon, HRB Board Member-Grants and Corporate Giving

Recommendation:
n/a

Party(ies) responsible for placing this item on agenda:

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

HRB Tomball HOT Application and Supporting Documents

SUBJECT	NUMBER:	EFFECTIVE DATE:	
	22	October 5, 2009	PAGE 1 OF 2
HOTEL OCCUPANCY TAX GRANT PROCESS	REVISED: October 5, 2009	APPROVED BY CITY MANAGER: October 5, 2009	
	SUPERSEDES: January 19, 2009	APPROVED BY CITY COUNCIL: October 5, 2009	

Guidelines for Expenditures, Requests for Funding, and Reporting

Hotel Occupancy Tax

Chapter 351.002 of the Local Government Code authorizes a municipality, by ordinance, to impose a tax on a person who pays for the right to use or temporarily take possession of a room located in a hotel/motel that is ordinarily used for sleeping. The tax is imposed on the cost of the room itself and is not imposed on the cost of any food served or on any other services provided by the hotel/motel.

The revenue derived from the municipal occupancy tax may only be used to promote tourism and the convention and hotel industry in the community. For a city the size of Tomball and located in a county the size of Harris County, that use is limited to the following:

1. the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers or both;
2. the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
3. advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
4. the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
5. historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:
    a. at or in the immediate vicinity of convention center facilities or visitor information centers; or
    b. located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;
6. day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing of those authorized expenditures listed in 1-5 above.

Tourists are defined in Chapter 351 as an individual who travels from the individual's residence to a different municipality, county, state, or country for pleasure, recreation, education, or culture. *Tourism* is defined as the guidance or management of tourists.

Requests for Hotel Occupancy Tax Funding

Any organization requesting the use of City of Tomball Municipal Hotel Occupancy Tax funds for an event that qualifies as an authorized use of funds as listed above must complete the **"Application for Use of Hotel Occupancy Tax"** a minimum of 45 days prior to the date of the event. All requests for funding must be approved by the City of Tomball City Council. Only one project may be requested per application. Applications for annual events must be submitted each year. Funding approved in one year does not guarantee funding in subsequent years.

Approved funding will be paid to the requesting organization on a reimbursement basis and will not be paid in advance. The reimbursement paid to the organization will be based on the lesser of the actual costs or the amount originally approved.

Reporting

Subsequent to the event/purpose for which occupancy tax funding was approved, the organization receiving the funds shall submit a full accounting of the event/purpose and specifically highlight the costs to be reimbursed by the hotel occupancy tax. In addition to the financial accounting of the event/purpose, the report shall also include a narrative describing how the event/purpose directly enhanced or promoted tourism and the convention and hotel industry in Tomball as well as the projected number of tourists or convention delegates coming to Tomball as a result of the event/purpose and the basis for the projection. If the event/purpose is one that is ongoing throughout the year, the financial and narrative report shall be updated and submitted on a quarterly basis. Reports shall be submitted to:

Director of Finance

City of Tomball

501 James Street

Tomball, TX 77375

281.290.1417

CITY OF TOMBALL

APPLICATION FOR USE OF HOTEL OCCUPANCY TAX

(Must be submitted no less than 45 days prior to the event)

Applications may be mailed or hand delivered to:

Director of Finance
City of Tomball
501 James Street
Tomball, TX 77375

Applicant Organization: Houston Repertoire Ballet

Organization Director: Victoria Vittum, Artistic Director and Founder

Project or Event for which funding is requested: "The Nutcracker" performance series with Cypress Philharmonic

Date of Event: December 6-8, 2019 (8 performances, 2 dress rehearsals)

Description of project or event for which funding is requested: HRB's "The Nutcracker" is a classic holiday ballet enjoyed by all ages at affordable prices ($15 - $23) bringing approx. 3,500 patrons and artists annually to Tomball's easily accessible venue. The performance series features live orchestra, professional guest artists, elaborate costumes and sets along with exquisite dancing in a professionally staged performance drawing an audience from Houston and neighboring communities, and includes 3 free school performances for all TISD's 3rd graders, with outreach program to include 3 TISD schools (new for 2019), an Arts&Education performance with live orchestra (new for 2019), and 4 full length performances with live orchestra to meet demand.

Location of project or event: Tomball High School Theatre, Loenard Chambers Fine Arts Wing
330 Quinn Road Tomball, TX 77375

GRANT AMOUNTS:

Amount Requested for Current Fiscal Year:	2019	$ 16,500
Amount Received for Previous Fiscal Year:	2018	$ 15,500
% increase requested over last year's grant:	6.45 %	

Organization Budget Summary for Previous Fiscal Year 2018

	City Funds	Other Funds	Total
Personnel		$22,395 artistic staff; $884 stage crew	$23,279
Contracted Services	$800 security	$23,000 orchestra; $11,500 guest artists	$35,300
Travel		$1,399 guest artists	$1,399
Rental Expense	$12,951 Tomball ISD	$5,910 studio; $700 trucks	$19,561
Depreciation/Mortgage	**N/A**		
Advertising	$837 A&E booklets	$8,743 programs,fliers,pr,adv.	$9,580
Insurance		$4,160	$4,160
Other Expenses	$808 food,$1,500 Stage Mngr., $5,558 TISD outreach program	$1,985 costumes/props/sets $10,629 boutique;$10,126 Ticket sales fees	$31,416
Volunteer Time	$810 flowers **N/A**		
Donated Goods/Services	**N/A**		
Total	$23,264	$101,431	$124,695

Grants to an organization will not exceed 35% of the organization's adopted budget for the fiscal year shown above.

*$15,500 from City of Tomball received in 2018 - exceeded grant amount in Tomball spending

FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

Government	Amount of Funds
Local	
County	
State	$3,000 (Texas Commission on the Arts - project grant)
Federal	
Other Investors/Contributors	
Individual	$7,768 (board members/annual campaign)
Corporate	$6,500
Foundations	
Fees	
Admissions	$68,911
Applications	
Vendors	$1,235 (silent auction)
Tuition	
Concessions	$17,500 (boutique & flowers)
Memberships	$3,720 (non-member fees)
Subscriptions	
Other	
Total	$108,634 LOSS OF $16,061

How many people do you expect will visit Tomball from out-of-town as a result of this project or event?

Explain the basis for your answer to the preceding question: HRB anticipates more than 3,200 patrons to attend "The Nutcracker," in addition to the more than 160 artists. This is based on historical 95% attendance data as well as zip code data. In 2018, just 12.1% of the audience was from Tomball, with more than half (54.6%) coming from Houston and Cypress (combined). This demonstrates the draw the Nutracker has to the Tomball community as a holiday tradition which in turn increases revenue in the area.

Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer to this question is Yes, state the basis for your answer: Yes. The long days associated with 2 days of dress rehearsals, and 8 performances (includes 3 free performances to Tomball ISD 3rd graders) mandates that some of HRB's company members stay in the area throughout the week/weekend (some members live as far as Bryan, College Station, Waller, etc.). Feedback from HRB families following 2018 Nutcracker indicated that rooms from multiple hotels were rented in Tomball that week. In addition, HRB patrons and members shop and dine in Tomball during the Nutcracker performance series.

Organization Contact Name, Title, Address and Phone Number:

Tina Pidgeon, HRB Board Member - Grants

15822 Fern Basin Dr., Houston, TX 77084

281-507-1821

Contact's Signature: (please see signed original document delivered in person)

Date:

VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations.

(please see signed original document delivered in person) _____
Signature of Authorizing Official — Date

Kelly Behrens
Typed Name

HRB Board President — 832-439-9931
Title within Organization — Telephone

kelly@airinnovationsllc.com
Email address

NARRATIVE QUESTIONS

Please look at the criteria in the grant guidelines when you answer the following questions. **Be specific and give examples.** Answers to individual questions should be as brief as possible and should in no case exceed one page.

1. Describe the history and purpose of the organization.

2. Describe how any grant funds will be used.

3. List the programs and activities for the grant year.

4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.

5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?

6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?

7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.

8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

OTHER REQUIRED DOCUMENTATION

The following information in required to process the grant application:

1. Articles of Incorporation, if applicable

2. Constitution and/or By-Laws

3. If your organization's budget exceeds $100,000 (exclusive of in-kind) attach a copy of the last independent audit of financial records. If no audit was completed, explain why.

4. Schedule of Board of Directors meetings for the period of October 1 of the current year through September 30 of the following year. Board of Directors meetings must occur at least once per quarter.

5. Resumes of principal staff and artists or relevant job descriptions.

6. Depending on the nature of the project or event for which grant funding is requested, the organization will obtain a Certificate of Insurance for liability coverage as outlined in the attached Exhibit A. The City of Tomball requires each grantee having an event in the City aimed to attract both residents and tourists to have liability insurance to protect the public for acts by the grantee. This mandated coverage does not cover the grantee or any of its members. We encourage the grantee to acquire insurance to cover itself and its members as it deems fit. Please see your insurance agent for the local government endorsement. The cost of the local government endorsement may be included as part of your budget to be considered for a grant.

OPTIONAL SUPPORTING DOCUMENTATION

This should be additional material that you wish to attach that further explains the activities of your organization such as:

1. Long Range Plan – 3-5 years
2. One labeled videotape of performance(s), exhibits, workshops, capital project and /or other activities for which City of Tomball grant funds will be utilized.
3. Programs, publicity, articles, reviews, etc.
4. Letters of support from patrons or other organizations in the community.

EXHIBIT A

Organization shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Organization its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The organization shall maintain insurance with limits not less than $500,000 per occurrence, $1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence for CG 0001). Coverage will include: A) Premises – Operations; B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: The City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insured" in respect to liability arising out of any activities performed by or on behalf of the Organization. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Organization's insurance shall be primary and any insurance or self-insurance shall be in excess of the Organization's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards to the workers compensation policy. If your organization has no employees, and therefore doe not carry workers compensation insurance, you must provide to the City of Tomball a letter stating that you have no employees and therefore do not carry workers compensation insurance.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poor rating of A or better.

The Organization shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

NARRATIVE QUESTIONS

1. Describe the history and purpose of the organization.

The Houston Repertoire Ballet (HRB) is a non-profit 501(c)(3) dance organization. The ballet, composed of youth, was conceptualized in 1994 and received non-profit status in 1995. It arose from the need and desire to provide North Harris County communities with the highest quality of dance education and performance experiences. HRB has grown to become the premier pre-professional company in the area requiring discipline and commitment from the dancers and providing two major productions as well as a choreography production with recital for the community each season. In 2018, there were 68 dancers accepted into the company, with 70-80 dancers expected to be accepted into the company for the upcoming 2019-2020 season. The dancers accepted into the company train and rehearse 15-20 hours weekly.

Beginning in 1998, HRB began performing one act of “The Nutcracker” in Tomball. It has grown to an 8 show performance series (the 8th performance was added December 2018), featuring the Cypress Philharmonic's 39 piece orchestra at Tomball High School's Theatre thus bringing an affordable and accessible professionally staged production with beautiful sets and elaborate costumes as well as talented dancers and musicians to Tomball drawing in patrons to support the community and enrich the residents.

The mission of Houston Repertoire Ballet is:
“HRB is dedicated to the pursuit of excellence in the art of classical ballet, providing a program of the highest quality to local dancers through professional instruction, education and performance experience. To ensure quality, acceptance into the company is limited and by invitation only. The company gives talented, dedicated dancers the serious training needed for them to enter the professional world of dance, while providing cultural education and community service to surrounding cities.”

2. Describe how any grant funds will be used.

The city of Tomball Hotel Occupancy Funds are earmarked to stay directly in the Tomball Community, either by expense or by enrichment. The Facility Rental expenses goes directly to Tomball ISD supporting Tomball's public school system. The Facility Rental fee is approximately $15,000 each year. In 2018, due to an unexpected conflict with Tomball Stage, HRB's move-in date was delayed by one day, and only one day for dress rehearsal was possible (normally there is one dress rehearsal with orchestra and one dress rehearsal for the abbreviated Arts & Education performance which occur different days with different casting), causing the Facility Rental Fee in 2018 to be less than normal. For the upcoming 2019 performances, HRB has been assured that the same conflict will not occur, so the expectation is that the Facility Rental fee will be approximately $15,000 for 2019 which goes directly to Tomball ISD. In addition to ticketed performances, HRB also performs for Tomball ISD's 3rd grade students which fulfills the arts component of their curriculum and brings a live theatre production directly to the students, many for the very first time. Depending on enrollment numbers, high school special needs students and dance students are also invited.

The Stage Crew is comrpised of Tomball Stage students and director (along with HRB volunteers and stage manager). The Tomball students are paid for their work while gaining valuable technical experience related to a live production. In addition, HRB provides two $750 scholarships annually to support graduating Tomball Stage students.

The balance of the funds are used for Tomball security, flowers, Arts & Education booklets given to Tomball ISD 3rd grade students in attendance for the free school day performances, and to provide food for the dancers, orchestra, backstage crew and volunteers between the shows (This is of course in addition to the food purchased by people involved in the production and patrons before and after the shows). Food is typically ordered from local Tomball establishments as well as paper products purchased from local discount stores. Historically, some places have included Chilis, Starbucks, Chik Fil A, Pizza Hut, Kroger, Wal-Mart, and Target. In addition, the grant funds will go towards supporting the expansion of our “Nutcracker Experience” (successful outreach program implemented in 2017) to be expanded to include a third elementary school for 2019. The outreach program is for 3rd grade participants from Tomball Elementary, 3rd grade participants attending Decker Prairie Elementary, and 4th grade participants attending Rosehill Elementary schools.

The city of Tomball grant funds are dedicated to support the Tomball community while supporting bringing the arts and patrons directly to Tomball. If there are any remaining funds, they will be directed towards publicity expenses which bring awareness and patrons to the event in Tomball.

3. List the Programs and activities for the grant year.

The grant is used entirely to support bringing “The Nutcracker” to Tomball to enrich their arts community while bringing in patrons from other areas.
HRB begins their presence in Tomball following “move-in” at the beginning of the week with dress rehearsals on Wednesday, December 4 and Thursday, December 5, 2019.
On Thursday, December 5, HRB performs 1 free show for Tomball ISD 3rd grade students. On Friday, December 6, HRB performs 2 additional free shows for Tomball ISD 3rd grade students. All 3 performances for Tomball ISD 3rd grade students fulfills the arts component of their curriculum and is an abbreviated performance that includes an educational talk as well as an information booklet. *A sample of one of these booklets in included with supplemental information.*
Friday evening HRB also performs a reduced price Arts & Education performance for a younger audience drawing in girl scout groups, etc. New for 2019, The Arts & Education Friday night performance will include live orchestra, and will continue to include professional guest artists.
The cost of printing the Arts & Education booklets is approximately $800-$900.
Saturday and Sunday both include 2 full length performances with live orchestra, the Cypress Philharmonic. The live orchestra cost for the full performances is $23,000 with an additional cost of $4,600 for the Friday night Arts & Education performance.
The lobby is set and decorated for the Holidays extending the feel of festivity to the Tomball area including a large Christmas tree, boutique, silent auction and refreshments provided by Tomball High School's Jr ROTC as their own fundraiser.
HRB's season is also comprised of an April spring performance series, “Celebration of Dance” with a May season finale, “Choreography Project.” These performances are also held at Tomball High School Theatre. HRB brings the arts to the city of Tomball to delight area residents with affordable and accessible live performances while bringing in outside visitors and additional revenue to the city of Tomball each year.

Arts & Education abbreviated performance for Tomball ISD

(Times are determined by TISD)

Thursday, Dec 5, 12:15 p.m.
Friday, Dec 6 @ 9:45 a.m. and 12:15 p.m.
Free

Arts & Education abbreviated performance with live orchestra:

Friday Dec 6, 7p.m.
A& E Tickets $15

Full performances with live orchestra:

Saturday Dec 7 @ 2p.m. and 7p.m.
Sunday Dec 8 @ 1 p.m. and 4:30p.m.
Tickets $18 - $23 ($15 obstructed view)

4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.

In 2017, HRB launched an outreach program with Tomball Elementary, “The Mother Ginger Experience.” The program was developed with Tomball ISD's Fine Arts Director, JD Janda, and supported by the school principal, Chad Shmidt. Although no prior dance experience was required, an audition was held and a group of boys and girls were selected to participate in the program. Rehearsals, costumes, shoes, and tights were provided free for all of the participants. The students learned simplified choreography and experienced being part of HRB's “The Nutcracker” on stage performing in one of the two free 2017 Arts & Education performances with attendance based on enrollment. Due to the success of the program, and with much enthusiasm and encouragement from JD Janda and the elementary Principals involved, HRB expanded this outreach program, now known as “The Nutcracker Experience,” to include Decker Prairie Elementary in 2018. Close to 40 students from these elementary schools participated in the 2018 program (9 of which were boys), and 2 of these participants (one boy and one girl) received full tuition scholarships from an HRB patron to continue their dance training in weekly ballet classes at Ballet Center of Houston. The 2018 participants received 12 weeks of free dance instruction at their respective campuses utilizing HRB's highly qualified instructors, and all tights, leotards, shoes and costumes were provided free of charge. The 2018 participants performed as either “little angels,” “little soldiers,” or “Mother Ginger's polichinelles.” In 2019, the program will be expanded further to also include Rosehill Elementary 4th grade students. HRB is expecting up to 70 student participants from Tomball Elementary, Decker Prairie Elementary, and Rosehill Elementary for the 2019 “Nutcracker Experience.” Student participants for 2019 will again audition without prior dance experience being required. Audition are set for September 9 – 11, 2019 at each school campus. Rehearsals with simplified choreography will be taught again free of charge by highly qualified HRB instructors on a weekly basis with costumes, tights, shoes, leotards and other materials to be included free of charge. HRB will perform three free Arts & Education performance for Tomball ISD 3rd graders December 6-7, 2019, which the student participants in the outreach program will perform in. The 2019 dance participants will again perform with HRB dancers as “little angels,” “little soldiers,” or as “Mother Ginger's polichinelles.”

For “The Nutcracker” 2018, 95-100% of seats for the 5 ticketed performances was sold, and the expectation for 2019 is the same. The seating capacity is approximately 3,600 for the 5 ticketed shows (reserve handicaped seats and blocks for videographer). HRB's “The Nutcracker” continues to exceed their patrons expectation as its continued growth supports the need for high quality arts productions in northwest Houston bringing patrons into Tomball.

In 2013, HRB was joined by a live orchestra, the Cypress Philharmonic. This has elevated the production to one that would mirror almost any Nutcracker and has additonally increased attendance drawing in a new audience. HRB's audience has steadily increased from 85% in 2010 with 3 full performances and one abbreviated show to near capacity with 4 full and 1 abbreviated show for 2016-2018. In 2015, HRB added the 5th reduced price ticketed performance to meet demand, the Friday evening abbreviated Arts & Education performance, which has continued to be a success (sold out in advance) each year since. For 2019, this abbreviated performance will also include the addition of the Cypress Philharmonic.

5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?

HRB bringing “The Nutcracker” with the Cypress Philharmonic to Tomball directly satisfies “The Guidelines for Expenditures, Requests for Funding, and Reporting” published by the City of Tomball City Council on October 5, 2009 in article #4: “the encouragement, promotion, improvement and application of the arts, including....dance… and other arts related to the presentation, performance, execution and exhibition of these major art forms.”

6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?

HRB has an extensive marketing campaign including poster and flyer distribution, print advertisements and press releases as well as a strong campaign on Facebook and Instagram to promote name recognition and awareness of “The Nutcracker” in Tomball. The reputation and quality of HRB's “The Nutcracker” has developed into a staple of Tomball's Holiday Season. HRB's extensive flyer and poster campaign is supported by a team of dedicated HRB volunteers. Houston area businesses are historically mapped, targeted and tracked to increase effectiveness.

HRB utilizes a publicity liaison to ensure local media sources, neighborhood newsletters and family event locators are targeted and extend notices via the internet and direct email to previous patrons.
Beginning in 2014 HRB also began a direct marketing campaign by gifting the younger, non-company dancers, 58 dancers in 2018, with a season T-shirt for them to wear to promote the events.

As every publicity dollar spent is crucial, HRB does evaluate its marketing, with every ticket order the patron is either asked or prompted on the internet as to how they learned about HRB's “The Nutcracker” in Tomball.

Unique to 2017, Houston Ballet cancelled school performances (due to flooding) that are frequented each year by many public, private and home education groups. Feedback from audience members indicated that the situation produced a draw for HRB as demand from such groups was met by HRB's Arts & Education performance which may have influenced 2018 ticket sales as new patrons continued to seek out HRB's performance series (In 2018, the Arts & Education performance sold out more than a week before the performance date).

HRB's publicity campaign brings patrons to Tomball as 88-90% of tickets sold are from outside of Tomball zip codes.

7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.

The City of Tomball will experience increased revenues in areas of shopping and dining as well as hotel occupancy directly related to hosting HRB's “The Nutcracker.” It will also bring cultural enrichment to Tomball residents, the students of Tomball ISD as well as elevating Tomball's artistic landscape.

With a direct partnership with JD Janda, TISD's Fine Arts Director, HRB will once again present three free matinee programs in 2019 to all of TISD's 3rd grade students fulfilling the arts component of their curriculum. With educational budget cuts as well as constraints on missing curriculum time, it would be impossible to bring the students to a venue outside of Tomball. HRB does these performances at no cost to TISD. Simply put, it is part of HRB's community engagement serving others while also allowing dancers valuable performance experience. Furthermore, HRB supports two $750 scholarships to Tomball Stage members to continue their education after graduation, which builds community relationships as well as being another investment into Tomball.

Tomball High School's JR ROTC also benefits from HRB's “The Nutcracker” as they serve refreshments during the performances as a fundraiser for their own organization.

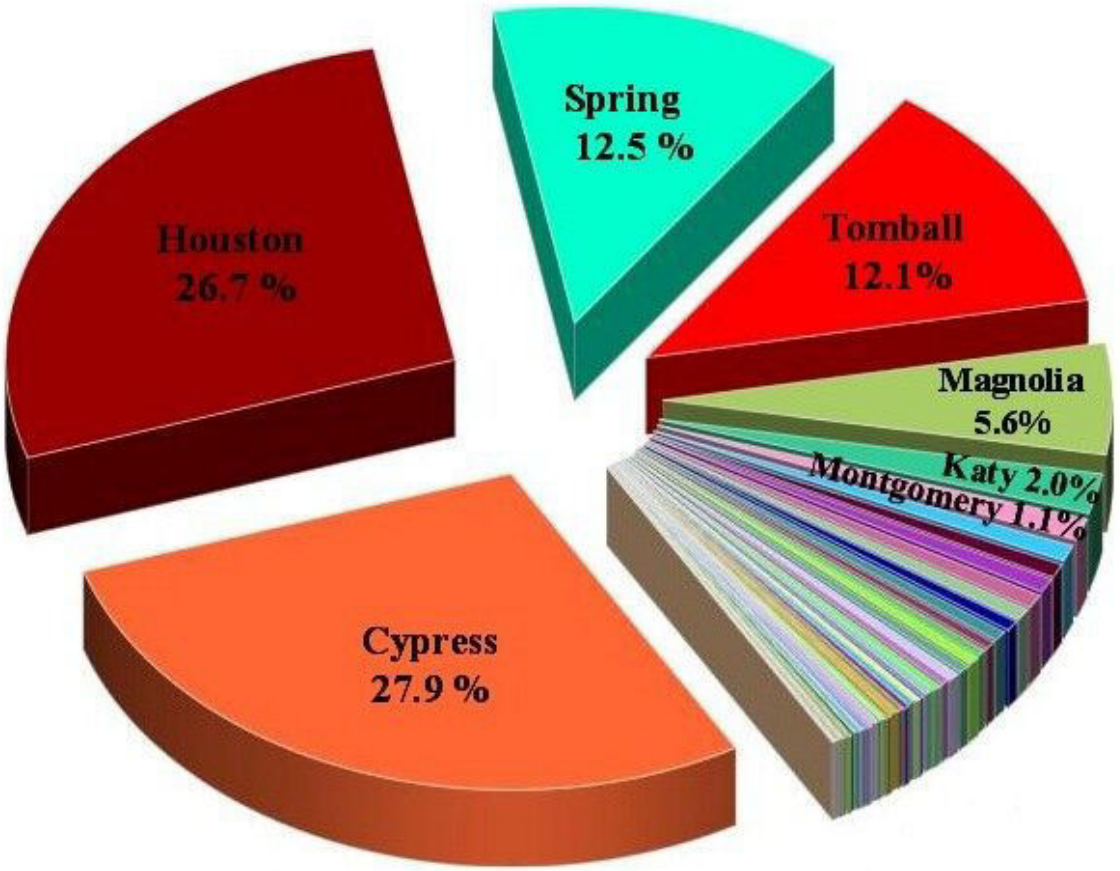
8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

“The Nutcracker” brings annually more than 3000 patrons as well as more than 200 artists and volunteers to Tomball during the busy shopping holiday season. Approximately 88-90% of ticketed patrons come from outside of Tomball. *Please see the attached pie chart demonstrating ticket sales for the full length performances and abbreviated Arts & Education performance based on zip code data.* This directly puts an out of town population in the Tomball vicinity to shop, dine, run errands and enjoy Tomball. This impact will be felt Wednesday, December 4 – Sunday, December 8, 2019.

“The Nutcracker” is a unique event to Northwest Houston as it brings a professionally staged live theatre production complete with professional guest artists and a live orchestra to Northwest Houston, which elevates Tomball as a destination for the patrons to enjoy this holiday classic close to home at an easily accessible and affordable venue. This performance series compliments the city's other enrichment efforts.

Several HRB dancers live too far away (Bryan, College Station, Waller, etc) to commute for the performances, so as an option they choose to stay in Tomball area hotels. Many of the company dancers who live in Houston and surrounding areas also choose to stay in Tomball area hotels in lieu of commuting multiple times througout the week/weekend due to performance demands. In order to encourage other families to stay in Tomball as well, HRB has coordinated with the General Managers of Tomball area hotels the past three seasons to negotiate a discount for patrons and dancers alike during Nutcracker weekend. These hotels include Holiday Inn, Hampton Inn and Suites, America's Best Value Inn and Suites, Comfort Inn and Suites, and La Quinta. The information is also shared with patrons who call to inquire about area hotels. *Please find an attached copy of the email sent to HRB company members in 2018. We plan to coordinate with the General Managers of Tomball area hotels to negotiate a discount rate for patrons and dancers again in the fall 2019.*

Attendance Demographic
Nutcracker 2018
December 7-9, 2018 performances



Cypress, Houston, Spring, Tomball, Magnolia, Katy, Montgomery, Splendora, Conroe, Missouri City, Waller, Pinehurst, West Columbia, Hockley, Fulshear, Lake Jackson, Brenham, College Station, New Braunfels, Kingwood, Rosharon, Victoria, Kountze, Sugar Land, Baytown, Baton Rouge, Pearland, Hempstead, Cleveland, Round Rock, Hollywood, FL, Boise, ID, Humble, League City, Bryan, Grovton, Livingston, Galveston, Winnfield, LA, Austin, Eagle Lake, Tyler

All discounts offered are for Dec 7 - Dec 9, but Hampton Inn, Comfort Inn, and LaQuinta said they would extend the discounted rate to Dec. 6 also. The others said that patrons can ask about Dec. 6 as we approach the date (depends on room availability).

Unless otherwise noted, patrons need to reference "Houston Repertoire Ballet - Nutcracker" to get the reduced rates.

1. Holiday Inn Express & Suites - **20% discount. Rooms need to be reserved by referencing "Tomball Texan For Fun"**
   14055 Park Dr.
   Tomball
   832.639.4900

2. Hampton Inn and Suites: **$109 flat rate for double Queen or single King (or whatever is available)**
   14100 Medical Complex Dr.
   Tomball
   281.357.1500

3. America's Best Value Inn and Suites: **$75 double Queens, or $85 single King**
   24420 Park Road
   Tomball
   281.255.9030

4. Comfort Inn and Suites: **$99 double Queens or single King**
   13636 Michael Road
   Tomball
   281.290.7070

5. La Quinta Inn & Suites: **$99 double Queens or single King**
   14000 Medical Complex Dr.
   Tomball
   281.516.0400

6. Tomball-Rosehill RV Park – **15% discount : $30/night**
   19611 FM 2920
   Tomball
   832.728.9905

The City of Tomball
Hotel Occupancy Tax Grant Application

Other Required Documentation
1. Article of Incorporation
Houston Repertoire Ballet – *The Nutcracker 2019*

Please see attached 501(c)(3) letter.
HRB is a non profit organization – dance.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 30 2000

Employer Identification Number:
76-0479345
DLN:
17053092751010
Contact Person:
JOHN J MCGEE
ID# 31169
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
May 1997
Addendum Applies:
No

HOUSTON REPERTOIRE BALLET
8590 HWY 6N
HOUSTON, TX 77095

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

The City of Tomball
Hotel Occupancy Tax Grant Application

Other Required Documentation
2. Consitution or By-Laws
Houston Repertoire Ballet – *The Nutcracker 2019*

Please see HRB's attached by-laws.

BY-LAWS
of the
HOUSTON REPERTOIRE BALLET

Article 1 – Name

The name of this organization shall be Houston Repertoire Ballet hereafter referred to as HRB.

Article 2 – Location and Agent

The registered office of HRB shall be at the Studio of Dance located at 16668 Champions Forest Drive, Houston, Texas, 77379. Any current officer of the Board of Directors may act as registered agent for HRB.

Article 3 – Purpose

HRB is a company organized exclusively for providing a program of the highest quality to local dancers in the art of classical ballet. The program provides training, education, and experience for the company dancers while providing cultural education and community service for the surrounding region consistent with HRB's non-profit and educational purposes under the HRB Articles of Incorporation as approved by the State of Texas on May 31, 1995.

Article 4 – Membership

1. The membership of HRB shall consist of the parents who have paid dues for current HRB dancers and the current members of the Board of Directors. Additional members from the community at large may be accepted by an affirmative vote of the Board.
2. Membership period shall be from the date of joining (or rejoining) until three (3) months following the end of that fiscal year of HRB.
3. Each member shall be entitled to one vote on each matter submitted to a vote of the membership. Parents of HRB dancers are jointly entitled to one vote for each of their dancers currently active in HRB.

Article 5 – Meetings

1. In consultation with the Board, the President shall determine the dates, times, locations, agenda, and formats of meetings. Notice shall be given at least two (2) weeks in advance by postings, mail outs, e-mail, or a combination of such means.
2. The membership shall meet at least one time early in each fiscal year. Up to two (2) days in advance, any member may request in writing to the Board additional items or voting issues to be included on the agenda. In order to achieve a desired or required quorum, a physical "meeting" may be held over a defined period of more than one day.

3. A quorum to transact business at membership meetings shall consist of at least twenty (20) members in good standing. An affirmative vote of greater than fifty percent (50%) of those in attendance is required to approve an action or decision.
4. At any duly called meeting, a member may vote by a proxy executed in writing.
5. An annual vote of the members is required to approve the officers of the Board and a broad performance plan for the year.

Article 6 – Board of Directors

1. A Board of Directors shall be maintained with sole authority and responsibility for management and business affairs of HRB.
2. The Board shall be comprised of at least six (6) and no more than twelve (12) Directors.
3. Directors shall be elected or removed by the affirmative vote of a majority of the then current Directors at a duly held meeting of the Board. Directors shall serve for a minimum term of two (2) years which may be extended without limit by a majority vote of the other Board members.
4. Any vote for removal of a Director must be preceded by written notice to all Directors of the scheduled vote. Should a Director resign or be removed, the Board may elect a replacement Director to begin a two (2) year term upon election.
5. A coordinating representative for Board approved committees such as the Partners Guild, the Children's Guild, and special events may attend all Board meetings in a non-voting capacity. With the approval of the presiding officer, any other guests may attend the beginning of any Board meeting to address the Board with proposals or questions to bring comments on behalf of a Director who cannot attend. Such guests will then leave the meeting prior to remaining agenda items that may be discussed and debated privately by the Board to ensure candid discussions.
6. Artistic management of HRB shall be vested solely in the Artistic Director(s) who shall serve as members of the Board of Directors. The Artistic Director(s) may be removed only by a two-thirds (2/3) vote of the entire HRB membership.
7. Regular Board meetings shall be held on a monthly basis. Special meetings of the Board may be called at any time upon the request of the President, the Artistic Director(s), or any two Directors. Notice of such a meeting must be given to each Director at least 24 hours before the meeting.
8. For any Board meeting, at least fifty percent (50%) of the Directors currently on the Board shall constitute a quorum. Unless otherwise specified here, an affirmative vote of greater than fifty percent (50%) of the Directors in attendance shall be sufficient to approve all actions.
9. For any duly called meeting of the Board, a Director may vote by proxy or direct his/her attendance and vote to another Director in writing.
10. No salary, fee, or compensation shall be paid to any Director or member except by resolution of the Board.

Article 7 – Officers of the Board

1. The officers of the Board of Directors of HRB shall consist of a President, a Vice-President, a Secretary, and a Treasurer authorized to conduct business on behalf of HRB. As necessary, officers may designate other HRB members or staff to perform specific duties.

2. Officers of the Board shall be determined by the Board in a manner suitable to the needs of the Board at that time. By the end of July each year, the Board shall determine the slate of officers for the following fiscal year.
3. Should an officer resign or be removed, the President shall be responsible for promptly securing Board approval of a replacement except that a vacancy of the office of President shall be automatically filled by the Vice President.
4. Officers may be removed from office by a vote of the Board at a duly called meeting for which all Directors have been notified.
5. **The President**, or in his/her absence **the Vice President**, shall preside at all meetings of the Board as well as be responsible for maintaining long-term goals and ensuring that Board decisions are implemented. The President shall also establish committees as necessary and steward areas of responsibilities for Board members to ensure the efficient pursuit of activities. Key areas will include Productions, Fund Raising, Publicity, and Volunteers.
6. **The Treasurer** shall have charge of the funds of HRB and ensure the following: detailed records, payment of all fees and bills, preparation monthly reports for the Board, development of an annual budget, filing of tax forms, and audits as directed by the Board.
7. **The Secretary** shall record minutes and maintain files of HRB, give notice to meetings, handle Board correspondence, and keep records of HRB and Board membership.

Article 8 – Special Rules

1. The fiscal year of HRB shall begin on August 1 and end on the following July 31.
2. No Director, officer, or member at large may incur an expense or obligation on behalf of HRB except as authorized by the Board of Directors.
3. Any member is entitled to inspect the books, minutes, or other records of HRB if so requested in writing and if such inspection does not disrupt HRB activities.
4. All officers of the Board and other Directors as well as any other individuals authorized to act on behalf of HRB shall at all times act under the highest standards of personal, business, legal, and ethical conduct when representing HRB. As such, HRB will defend any member from any individual liability from actions taken on behalf of HRB except in any case determined by the Board to be gross negligence or willful misconduct.
5. These by-laws supercede and replace those adopted by HRB on September 20, 1995 and may be amended or replaced by a vote of the Board of Directors.
6. HRB may be dissolved by an affirmative vote of two-thirds (2/3) of the full membership or a unanimous vote of the Board of Directors. Upon dissolution, any HRB assets remaining after payment of all debts shall be contributed to similar non-profit, artistic organizations as determined by the Board of Directors.

THESE BY-LAWS FOR THE HOUSTON REPERTOIRE BALLET ARE APPROVED BY THE HRB BOARD OF DIRECTORS ON THIS _____ DAY OF _____, 2002 BY:

_____ Name	President
_____ Name	Vice President
_____ Name	Treasurer
_____ Name	_____
_____ Name	_____
_____ Name	_____
_____ Name	_____
_____ Name	_____
_____ Name	_____

The City of Tomball
Hotel Occupancy Tax Grant Application

Other Required Documentation
3. Financial Records
Houston Repertoire Ballet – *The Nutcracker 2019*

HRB's fiscal year mirrors our season and runs from August 1 – July 31.
Attached please find a copy of HRB's most recent 990.
(*not sent electronically).

HRB does not conduct an independent audit of financial records.
HRB does not receive government money that would require an audit.
Additionally, HRB does not have any bank loans or lines of credit.

The City of Tomball
Hotel Occupancy Tax Grant Application

Other Required Documentation
4. Board of Directors & Meetings Schedule
Houston Repertoire Ballet – *The Nutcracker 2019*

Please see the attached:
2019-2020 Board of Directors
Schedule of Board Meetings

Houston Repertoire Ballet

8515-F Jackrabbit Road *Houston, TX 77095*
281-940-4721 *www.hrbdance.org*

2019 – 2020 Board of Directors

President
Kelly Behrens
34328 Howell Rd
Waller, TX 77484
832-439-9931
kelly@airinnovationsllc.com

Vice President
Julie Hacker
16414 Cornwall
Jersey Village, TX 77040
832-250-3066
hackerjulie@gmail.com

Publicity
Elizabeth Oliver
15614 Chapel Lake Dr.
Cypress, TX 77429
832-718-8500
zabelalomas@gmail.com

Secretary
Susan Wheelock
10602 Gt. Plains Ln
Houston, TX 77064
281-477-9270
someonenamedsusan@hotmail.com

Production
Robert Gonzalez
18307 Muley CT.
Cypress, TX 77433
713-829-7795
grobert@central.uh.edu

Treasurer
Laurie Sanders
12910 Northpointe Bend Lane
Tomball, TX 77377
585-421-9642
home.sandersegmail.com

Production Asst.
Horacio Basaldua
10903 Prairie Hawk Dr.
Houston, TX 77064
713-819-8220
hbasaldua@sbcglobal.net

Fundraising/Corp. Giving
Kelly Behrens
34328 Howell Rd.
Waller, TX 77484
832-439-9931
kelly@airinnovationsllc.com

Artistic Director
Victoria Vittum
909 W. 16th St.
Houston, TX 77008
713-628-6907
victoria@balletcenterofhouston.com

Grants
Tina Pidgeon
15822 Fern Basin Dr.
Houston, TX 77084
281-507-1821
thepidgeoncoop@att.net

Volunteer Coordinator
Andrea Young
7442 Parkcross Place
Cypress, TX 77433
832-331-8261
jdaayoung@sbcglobal.net

Children's Guild Liaison
Susan Wheelock
10602 Gt. Plains Ln.
Houston, TX 77064
281-477-9270
someonenamedsusan@hotmail.com

Houston Repertoire Ballet Ballet

8515-F Jackrabbit Road
281-940-4721

Houston, TX 77095
www.hrbdance.org

2019 - 2020 Board of Directors Meeting Dates

HRB's meetings are held at 6:00 p.m. or 6:30 p.m. usually the third Thursday of the month.

2019 - 2020 Season

August 15, 2019

September 19, 2019

October 17, 2019

November 14, 2019

No December Meeting

January 16, 2020

February 13, 2020

March 19, 2020

April 9, 2020

May 14, 2020

June 18, 2020

No July Meeting

2020 - 2021 Season

August 13, 2020

September 17, 2020

The City of Tomball
Hotel Occupancy Tax Grant Application

Other Required Documentation
5. Resumes of Principal Staff & Guest Artists
Houston Repertoire Ballet – *The Nutcracker 2019*

*(*Guest Artists for the Nutcracker 2019 will be confirmed in September 2019. Guest Artist resumes listed are from Nutcracker 2018).*

Victoria Vittum – Founder and Artistic Director

Victoria Vittum is a nationally recognized teacher and choreographer. She received her early training from Julio de Bittencourt and also holds a B.A. in Dance Education from Lamar University. She has choreographed for professional and civic companies throughout the country as well as having her work presented at the Edinburgh Festival in Scotland.

Ms. Vittum has been the recipient of numerous awards, including two Monticello Choreography Awards, Illinois State University Choreography Competition Winner, and two nominations for the General Electric American Choreographer Awards. In addition, two of her original ballets have been placed on the National Choreography Plan. For over a decade she was on the faculty of Margo Marshall School of Ballet and served as Resident Choreographer and Associate Artistic Director of City Ballet of Houston.

Ms. Vittum has been a guest teacher for Chrysalis Repertory Dance Company, Home Stone, HSPVA, Houston Grand Opera and Ballet Prejocaj of France. She served as Resident Choreographer of Gwinett Ballet Theatre in Atlanta, GA and was on the guest faculty of the Washington School of Ballet's Summer Intensive Program in 2002 and 2003.

Ms. Vittum was with the Houston Ballet from 1998 – 2003 where she taught classes for the company as well as in the academy.

Barbara LeGault - Ballet Mistress

Barbara LeGault HRB's Ballet Mistress is a graduate of Houston's High School for the Performing and Visual Arts. Barbara Le Gault trained under Margo Marshall and was formerly with City Ballet of Houston. Since that time she has danced many leading roles with the Pittsburgh Ballet Theater and the Louisville Ballet. She was directed by Alun Jones and Helen Starr. In 1979 Jones paid Ms. Le Gault the ultimate compliment by creating his Cinderella especially for her. She also danced with Tennessee Festival Ballet directed by David and Anna Marie Holmes, and with the Summer Festival Ballet in Lisbon, Portugal. Her repertoire includes "Don Quixote". "Swan Lake", "Nutcracker", Sleeping Beauty" and "Raymonda" just to name a few. Other credits include Houston Grand Opera productions of "Mefeistofoles" and "Aida". Ms. LeGault was on the teaching staff of American Academy of Dance NHDT headquarters from 1987 to 2006. She has been on the faculty of Ballet Center of Houston since 2008 and is ballet mistress of Houston Repertoire Ballet.

Kristy Nilsson – Resident Choreographer / Outreach Coordinator

Ms. Nilsson has choreographed more than 100 commissioned concert ballet, contemporary, and modern dance works, plus 9 full-length commissioned narrative ballets, which have been performed by 28 companies in 11 states in the U.S. & Canada – and she created 5 works for the professional company, The Georgia Ballet. Her choreography has won recognition from Regional Dance America, the Southeastern Regional Ballet Association and Dance Canvas. Spring 2018, Ms. Nilsson premiered four new commissions in one month, including *The Unkindest Year* for Houston Repertoire Ballet.

Kristy performed with Atlanta Ballet & Charleston Ballet Theatre, & trained under principal dancers from ABT, Kirov Ballet of Russia, National Ballet of Canada & Martha Graham. She was a Dance Pedagogy Honors student at University of Oklahoma, graduating Cum Laude from Houston's High School for the Performing & Visual Arts. In addition to the classics, Kristy was selected to dance contemporary works by Trey McIntyre, John McFall, Ben Stevenson, Daniel Pelzig and Jill Bahr. Kristy is happily married to dance photograher, Scott Nilsson, a former dancer. In 2016 they moved to Houston, where Ms. Nilsson is currently the Resident Choreographer and Outreach Coordinator of Houston Repertoire Ballet.

Glyness Lanthier – Cypress Philharmonic Music Director

Music has always been a focal point in Glynnes Lanthier's life. She followed in the tradition of her mother and grandmother, beginning piano lessons when she was five. Upon entering junior high, she decided to follow in her brother's footsteps and play the violin. She quickly made the switch to cello, where she has happily stayed ever since.

Ms. Lanthier was active in school orchestras through college. After graduation, she played with Pasadena Philharmonic, Rapides Symphony Orchestra, and, most recently, Lake Charles Symphony. Ms. Lanthier also sang in school and college choirs and the Houston Symphony Chorus.

Ms. Lanthier has been teaching music in public schools for over ten years, many of those in Cypress-Fairbanks Independent School District. She currently directs the award-winning Salyards Middle School orchestras. Since the opening of Salyards in 2011, the school orchestras have won top honors at UIL, the Galveston Isle Music Festival, and the Foundation for Music Education's Mark of Excellence contest.Ms. Lanthier has studied conducting at the Conductor's Institute of South Carolina. Past coaches include Dr. Donald Portnoy (Brevard Philharmonic), Peter Jaffe (Stockton Symphony), Maurice Peress (former Assistant Conductor to Leonard Bernstein; currently faculty at the Aaron Copland School of Music at Queens College, City University of New York), and Paul Vermel (Northwest Symphony Orchestra).

Elizabeth Keller – Guest Artist, *The Nutcracker*, Sugar Plum Fairy
Idaho Ballet Principal Dancer

Elizabeth Keller was born in Dubai, UAE and started her ballet training at the Royal Academy of Dance in London, England. After moving back to the United States, Elizabeth continued her training at Ballet Center of Houston in Houston, TX under the direction of Victoria Vittum and Gilbert Rome. At age fifteen, Ms. Keller was invited to train at the Rock School of Pennsylvania Ballet on full merit scholarship. Ms. Keller danced with the Pennsylvania Ballet for two seasons and was coached extensively by "Prima Ballerina Assoluta," Violette Verdy. Elizabeth then joined Miami City Ballet under the direction of Edward Villella where she danced an abundant of corps de ballet, soloist and principal roles for eleven seasons. With MCB, Elizabeth danced works by notable choreographers such as George Balanchine, John Cranko, Jerome Robbins, Twyla Tharp, Paul

Taylor, Anthony Tudor, Lynne Taylor-Corbett, Trey McIntyre, Marius Petips and August Bournonville to name a few. Ms. Keller also danced with Miami Contemporary Dance Company as well as taught on the full time ballet faculty at Miami City Ballet School. She was appointed Children's Ballet Mistress for Balanchine's The Nutcracker from 2009-2012. During the summers, Elizabeth taught at MCBS, Ballet Center of Houston and helped run and was on the faculty at the New York State Summer School of the Arts (NYSSSA) in Saratoga Springs, NY for six summers.

Ms. Keller moved to Boise, Idaho in 2012 to dance with Trey McIntyre Project and to work with the nationally and internationally known choreographer, Trey McIntyre. After TMP disbanded, Ms. Keller joined Ballet Idaho for three seasons as a principal dancer. She has also had the pleasure to be a principal guest artist at several companies across the country including Houston Repertoire Ballet, where she began her dedicated training. Elizabeth has been trained in the "Dance for PD" method and has taught Dance for Parkinson's classes all over the country. She is thrilled and honored to have started the very first Dance for Parkinson's program in Idaho in the fall of 2014. Dance for Parkinson's Idaho now has two classes that meet every Monday in both Boise, Idaho and Eagle, Idaho. Elizabeth is on the Board of Directors for Northwest Parkinson's Foundation in Seattle, Washington and is honored and excited to have an even greater impact on the Parkinson's community in southern Idaho. Ms. Keller was also recently named Associate Artistic Director for Eagle Performing Arts Center and Idaho Regional Ballet.

Andrew Taft – Guest Artist, *The Nutcracker,* Cavalier
Idaho Ballet Principal Dancer

Born in Miami, Florida, Mr. Taft began his classical training at the age of nine with Ruth Wiesen at the Miami Conservatory. He also studied with Thomas Armour, Robert Pike, Nancy Raffa, as well as other professional guest artists. He trained in bot Limon and Graham technique at the New World School of the Arts. His ballet training continued in New York City with private coaching by Johan Renvall and David Howard. Mr. Taft has dnaced leading roles with Michael Uthoff Dance Theatre, Miami Ballet, Francis Owen/Cox Dance, Ballet Hawaii and Miami City Ballet. Notable roles include Franze in *Coppelia,* Soloist in *Theme and Variations,* Prince Charming in *Cinderella* and The Bluebird in *The Sleeping Beauty.* In 2011, he had the honor to perform for Michelle Obama and her daughters in

Ballet Hawaii's *The Nutcracker.* Andrew joined Ballet Idaho in the 2008 season, and has been a principal dancer since 2012. He has danced leading roles in *Yes, Virginia, Another Piano Ballet, Th Nutcracker, Romeo and Juliet, Pulcinella, A Midsummer Night's Dream, Piano Concerto in G, Girebird* and many others.

The City of Tomball
Hotel Occupancy Tax Grant Application

Other Required Documentation
6. Certificate of Insurance
Houston Repertoire Ballet – *The Nutcracker 2019*

Please see the attached.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Denise Wardwell(1960318)
810 Highway 6 S Ste 230

Houston TX 77079-4027

CONTACT NAME:

PHONE (A/C, NO, EXT): 281-589-1348 **FAX (A/C, NO):** 281-497-7482

E-MAIL ADDRESS: dwardwell@farmersagent.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Truck Insurance Exchange	21709
INSURER B:	Farmers Insurance Exchange	21652
INSURER C:	Mid Century Insurance Company	21687
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

HOUSTON REPERTOIRE BALLET
8515 JACKRABBIT RD STE A

HOUSTON TX 77095

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:	Y	N	606264688	02/23/2019	02/23/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 75,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			606264688	02/23/2019	02/23/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS ' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
8515 JACKRABBIT RD STE A, HOUSTON, TX 77095

CERTIFICATE HOLDER

TOMBALL ISD
1110 BAKER DR

TOMBALL TX 77375

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Denise Wardwell

Digitally signed by Denise Wardwell
DN: cn=Denise Wardwell, o=WAI, ou=Farmers, email=dwardwell@farmersagent.com, c=US
Date: 2019.07.10 14:00:41 -05'00'

ACORD 25 (2016/03)
31-1769 11-15
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The City of Tomball
Hotel Occupancy Tax Grant Application

Optional Supporting Documentation
1. Long Range Plan
Houston Repertoire Ballet – *The Nutcracker 2019*

Please find the attached documents:
**HRB's Long Range Plans*
**The Nutcracker Experience (2019)*
Copy of 2019 Letter to 3rd /4th grade students and parents
Copy of 2019 Audition Application
**HRB Alumnus*
**HRB 2019 Accomplishments*

Houston Repertoire Ballet's Long Range Plan

Houston Repertoire Ballet plans to continue their mission of providing excellence in dance training for their company members while providing high quality performance series for northwest Houston communities and community engagement in the arts.

HRB is thankful for their support and reputation in the Tomball community both enriching the artistic element of Tomball and bringing in other community members to enjoy the arts in Tomball.

HRB holds a conservative fiscal position and balances investments in costumes, sets and choreography with the ability to keep ticket prices affordable without sacrificing quality. These goals are made possible with volunteer support and community grants and giving.

In 2017 HRB initiated outreach directly to Tomball ISD with implementation of “The Mother Ginger Experience” which invited students from Tomball Elementary (identified by Tomball Fine Arts Director JD Janda) to receive weekly dance instruction for 12 weeks with reharsals, the culmination of which was performing in two free Arts & Education performances in 2017 for TISD 3rd graders. All tights, leotards, shoes and costumes were provided free of charge to all TISD participants. One child received a full-tuition scholarship provided by an HRB patron to continue weekly dance classes at Ballet Center of Houston for the remainder of the school year.

In 2018, the program was renamed “The Nutcracker Experience,” and was expanded to include both Tomball Elementary and Decker-Prairie Elementary schools. Close to 40 students (9 of which were boys) participated in the program. Students received 12 weeks of dance instruction and rehearsals utilizing HRB's highly qualified instructors, and all uniform (tights, leotards, shoes, costumes) were again provided free of charge to all dance participants. Participants performed with HRB in three free Arts & Education performances in 2018 for TISD 3rd graders. Particpants performed as either “Little angels,” “Little soldier's,” or as “Mother Ginger's Polichinelles.” Two children (one boy and one girl) received a full-tuition scholarship provided by an HRB patron to continue weekly dance classes at Ballet Center of Houston for the remainder of the school year.

New for 2019, HRB plans to further expand the program to include an additional school, Rosehill Elementary 4th graders, to the Nutcracker Experience program.

Due to popularity of the outreach program, HRB is expecting approximately 70 student participants for the 2019 Nutcracker Experience from Tomball Elementary, Decker-Prairie Elementary, and Rosehill Elementary schools. The structure of the program is to remain very similar to the 2018 program, where participants will again receive 12 weeks of dance instruction and rehearsals with HRB's highly qualified instructors (primary instruction from Kristy Nilsson, HRB's Outreach Coordinator and Victoria Vittum, HRB's Artistic Director). Student participants will perform with HRB dancers December 5-6, 2019 in the three free Arts & Education school shows to all Tomball ISD 3rd grade students. Participants will perform as either “Little Angels,” “Little Soldiers,” or as “Mother Ginger's Polichinelles.” All dance attire (leotards, tights, shoes and costumes) will be provided to all TISD outreach participants free of charge.

New for 2019, HRB will add the live orchestra, the Cypress Philharmonic, to the reduced priced abbreviated Arts & Education Friday night performance.

New for 2019, HRB launched an updated website with improved, recent and more user-friendly technology.

HRB invested in an updated ticketing system, Vendini, in 2017 with newer technology allowing print at home tickets and scan ability from tickets presented using smart phones for increased patron functionality. HRB found good success upon implementation of this system since the 2017 Nutcracker. The system was used for the 2017 and 2018 Nutcracker, as well as for the 2018 and 2019 spring performance series, Celebration of Dance. HRB looks forward to continued use of this system for future performances.

Houston Repertoire Ballet
8515-F Jackrabbit Road
281-940-4721
Houston, TX 77095
Mail@hrbdance.org

Dear 3rd and 4th Grade Parents and Students:

Houston Repertoire Ballet (HRB) is pleased to announce the continuation of its outreach program with Tomball ISD. Each year, Houston Repertoire Ballet presents "The Nutcracker" at Tomball High School Theatre. For many years now, the productions have included all of Tomball ISD's third-grade students which are bussed in to see the performance. In 2017, HRB launched an outreach program giving students of Tomball Elementary opportunity to participate by performing with HRB to an audience of 1,500 of their piers. During the 2018 season, HRB added Decker-Prairie Elementary student participants to this program. During the upcomiong 2019 season, HRB would like to also include Rosehill Elementary student participants in the program. HRB plans to come to each respective school campus to hold auditions for any interested students. All rehearsals will be held at the HRB Studios located at 8515 Jackrabbit Rd. Houston, TX 77095. It is important for rehearsals to occur at HRB studios to give student participants a better education regarding the essence and discipline involved with the true art of dance. In addition, each student will have opportunity to see the company dancers rehearse, and partway through the process will actually rehearse with the artists of HRB. THIS IS A FREE PROGRAM TO INTRODUCE CHILDREN TO THE ARTS. You can contact us at Mail@hrbdance.org if you have questions.

Following auditions, parents will need to provide their own transportation or carpools for their children to the HRB location on Saturdays between 2:30pm and 4:30pm. Children must be on time for each rehearsal, and must be picked up promptly after their dance class and rehearsal ends. HRB will be looking for boys and girls to participate as Angels, Soldiers and Mother Ginger Children. No prior dance training is required - just an eagerness to work hard and try something new. If your student is in the 4th grade, then they may have already seen our production and may have even participated with us during the 2018 season. HRB has offered full scholarships to student participants the past two years that show exceptional natural ability and talent to continue ballet education in a formal classroom seetting.

Audition Schedule:
Decker-Prairie Elementary: Monday September 9, 2019 4:00-4:45pm
@ Decker-Prairie in the Music Room
Tomball Elementary: Tuesday September 10, 2019 4:00-4:45pm
@ Tomball Elementary in the Music Room
Rosehill Elementary: Wednesday September 11, 2019 4:00-4:45pm
@ Rosehill Elementary in the Music Room

Students chosen to participate in this program will be notified via email. Participants must attend all rehearsals, arrive on time and be picked up on time. Participants continually arriving late or being picked up late will be expelled from the program.

Tentative Rehearsal Schedule:
Saturday September 21 - Saturday November 23
2:30-3:30pm Mother Ginger
3:30-4:30pm Angels and Bakers
Shoe and costume fittings will either before or after rehearsal TBA

There will be NO REHEARSAL on Saturday November 30 due to the Thanksgiving Holiday.

Dress Rehearsal: Tuesday December 3, 2019 5:00pm @ Tomball High School theatre.
Performances: Thursday December 5 @ 12:15pm
Friday December 6 @ 9:45am and 12:15pm
Dancers will participate in 1-3 of these performances.

HRB's Director of Outreach programs, Kristy Nilsson, will be running the rehearsals as well as Artistic Director Victoria Vittum, teaching all the children their parts. Ms. Nilsson is HRB Resident Choreographer and a former professional dancer with the Atlanta Ballet and Charleston Ballet Theatre. she is a member of the faculty of Ballet Center of Houston as well as Houston High School for the Performing and Visual Arts. She has had 18 years of experience teaching children dance.

We hope to see many of you at the auditions. Shorts, tee-shirt and tennis shoes are acceptable to wear for the audition. Remember, there is no cost to get involved! Come have a blast with Houston Repertoire Ballet. More information will be given at the first rehearsal, dancer and parent meeting. See you at the audition!

Houston Repertoire Ballet

8515-F Jackrabbit Road
281-940-4721

Houston, TX 77095
Mail@hrbdance.org

Audition Form

Student Name:_____
(please print clearly)

Audition Number_____

School:_____

Parent Name:_____

Email:_____
(please print clearly)

Phone number:_____

You give your permission for your student to attend the audition

Parent Signature:_____

HRB ALUMNI *in the* DANCE INDUSTRY

2018:	Finn Adams	Houston Ballet Professional Division
	Kaitlyn Blake	Belhaven University – Dance Program
	David Vecseri	Houston Ballet Professional Division
	Reilly Wiggins	Sam Houston State Univ – Dance Program
2017:	Andreina Hurtado	University of Texas - Dance Program
	Kyla Patton	University of Texas - Dance Program
2016:	Kendall Jackson	Belhaven University – Dance Program
2015:	Emma Biondillo	Sam Houston State Univ – Dance Program
	Kaitlyn Jones	University of Texas - Dance Program
	Chelsea Knipp	Tulane University – Dance Program
	Rebecca Webb	University of Utah - Modern Dance/Choreography
	Sarah White	Belhaven University - Dance Program
2014:	Andrew Vecseri	Houston Ballet - Corps de Ballet
2013:	Jessica Lohr	Ballet Magnificat!, Ballet 5:8 Chicago
	Claire White	Texas Ballet Theater, Nashville Ballet, Alabama Ballet, BCH Faculty
2011:	Kristen Newsom	Sam Houston State University - BFA, BCH Faculty
	Leah Slavens	The Suzanne Farrell Ballet, Grand Rapids Ballet
2010:	Melissa Dooley	Pittsburg Ballet Theatre, Alabama Ballet
	Kaitlin Mouton	David Tayor Dance Theatre
	Amaris Sharrat	Nevada Ballet, Ballet Nebraska
2009:	Regan Hand	Ballet Magnificat!, Ballet Brazos Faculty
	Nicole Plunkett	University of Texas - Dance Major
	Kate Simpson	Louisville Ballet, Charleston Ballet Theater
2008:	Amy Skipton	University of Texas - Dance/Phys. Therapy Major
2007:	Morgan Buchanan	Colorado Ballet - Soloist
	Emily Dyson	University of Oklahoma- BFA Dance Pedagogy, Kaleidoscope Dance Company
	Allison Wardwell	University of Texas - Dance Major
2006:	Evelyn Monzalvo	Disney Productions
2005:	Erin Goodman	University of Kansas Dance Company
2003:	David Armendariz	David Taylor Dance Theatre, Havana Nights
2002:	Emily Rupp	Dallas Contemporary Ballet - Director
2001:	Dorothy Carter	Dayton Ballet
	Kelly Coleman	Carolina Ballet, Harid Conservatory, Scholarship
	Jared Matthews	ABT, Houston Ballet - Principal
	Amanda Powell	Carnival Cruise Lines
2000:	Catherine Busch	Chara Dance Company, BCH Faculty
	Elizabeth Keller	Miami City Ballet, Ballet Idaho, Idaho Regional Ballet Associate Artistic Director
	Patricia Monzalvo	Universal Studios & Disney Productions
	Anysley Stephenson	Pointe Park College, Pittsburg, PA, BFA in Jazz, Teaching in Denver, CO
	Victoria Wadsworth	Texas Ballet Theatre
1999:	Kasha Liggett	Southern Methodist University- Dance/Business Major, Pacific Northwest Ballet School
1998:	Desiree Rausch	Pussy Cat Dolls, Back up dancer for Michael Jackson, Sandra Organ Dance Company
1997:	Kristy Dawson-Nilsson	Atlanta Ballet, Charleston Ballet Choreographer & Teach BCH Faculty & HRB Resident Choreographer

Ballet Center of Houston Dancers' Accomplishments 2019

Bella Althaus	MET Dance
Diana Basaldua	The Washington School of Ballet, ABT - California, Alvin Ailey, The Rock School of Ballet, Bolshoi Ballet Academy (Partial Scholarship)*, Joffrey New York Ballet (Partial Tuition)
Rebecca Blake	Washington Ballet
Eden Davila	Milwaukee Ballet, The Rock School of Dance, Tulsa Ballet*
Katie Engle	Ballet Austin*, MET Dance
Marissa Escalante	The Rock School, Milwaukee Ballet, Oklahoma City Ballet
Haana Gibbs	The Washington School of Ballet, Milwaukee Ballet, Ballet West*
Savannah Gonzalez	ABT- Texas *, Texas Ballet Theater, Joffrey Texas
Paige Hacker	Carolina Ballet, Houston Ballet Academy*, Louisville Ballet, Paris Opera Ballet, The Washington School of Ballet
Isaiah Lovato	Ballet Arizona (Partial Scholarship)*
Danika McNees	ABT- Texas, The Washington School of Ballet*
Kelsey Malousek	The Washington School of Ballet, Kansas City Ballet
Vanessa McCarty	Peridance - NYC (Partial Scholarship), Orlando Ballet, ABT- California, Ballet Austin, Northwest Dance Project, Joffrey Ballet School (Partial Scholarship)*
Ruth McCarty	St. Louis Ballet*
Mai-Linh Moore	Ballet Austin*
Merribelle Nguyen	Washington Ballet
Katherine Oliver	Orlando Ballet, Ballet Chicago*
Hortense Pelletan	Royal Ballet, Houston Ballet Academy, The Washington School of Ballet, Orlando School of Ballet, Tulsa Ballet*, Paris Opera Ballet
Hannah Pidgeon	Oklahoma City Ballet (Partial Scholarship), Kansas City Ballet (Partial Scholarship), Milwaukee Ballet (Partial Scholarship), Orlando Ballet (Partial Scholarship) *, The Royal Ballet, University of North Carolina School of the Arts Ballet Program, Tulsa Ballet
Justin Pidgeon	Orlando Ballet (Full Scholarship) *, The Washington School of Ballet (Full Scholarship), Houston Ballet Academy (Partial Scholarship)
Rose Pidegon	Orlando Ballet, The Washington School of Ballet
Quinn Price	Joffrey Ballet School (Partial Scholarship)
Hannah Sanders	Washington ballet; MET Dance*
Evangeline Seek	Houston Ballet Academy*
Gabriella Starlin	The Washington School of Ballet, Kansas City Ballet *, Peridance - NYC
Abby Swearengin	Ballet Magnificat! *
Camilla Vacek	The Washington School of Ballet, Ballet Austin, ABT
Clarissa Wallace	The Washington School of Ballet
Isabella Wallace	The Washington School of Ballet
Allison Wheelock	The Washington School of Ballet, Ballet Austin, MET Dance*

All dancers were accepted by audition. \ * Denotes summer program planning to attend

The City of Tomball
Hotel Occupancy Tax Grant Application

Optional Supporting Documentation
2. “The Nutcracker” 2018 – Performance Video
Houston Repertoire Ballet – *The Nutcracker 2019*

You can access HRB's 2018 “The Nutcracker” at the following link:

https://youtu.be/C47arqSpggg

The City of Tomball
Hotel Occupancy Tax Grant Application

Optional Supporting Documentation
3. Publicity & Programs
Houston Repertoire Ballet – *The Nutcracker 2019*

Please see the following:

*2018 “The Nutcracker” Calendar Listing
*2018 Publicity Synopsis
*2018 Program and Flyer
*Arts & Education Booklet

♦♦ CALENDAR LISTING ♦♦ CALENDAR LISTING ♦♦

For More Information:
Eileen Ansel Conery
Eileen.conery@att.net
713-856-8780/832-816-8780

HOUSTON REPERTOIRE BALLET'S 17TH ANNUAL PERFORMANCE OF THE HOLIDAY CLASSIC *THE NUTCRACKER*

MUSICAL PERFORMANCE BY THE CYPRESS PHILHARMONIC FOR SELL-OUT PERFORMANCES ON DECEMBER 7, 8, & 9

WHO: Houston Repertoire Ballet (HRB), Houston's premier pre-professional ballet company, celebrates its 23rd season, beginning with its 17th annual performance series of *The Nutcracker,* featuring professional guest artists Elizabeth Keller as the Sugar Plum Fairy, Andrew Taft as the Cavalier, and Joe Modlin as Herr Drosselmeyer, with the Cypress Philharmonic directed by Glynnes Lanthier.

WHAT: *The Nutcracker's* brilliant blend of beautiful costumes, lavish sets, and fresh choreography creates a magical storybook world enjoyed by children and adults alike. With a cast of more than 100 HRB dancers and area children, and musical performance by the Cypress Philharmonic, HRB's masterful production is the highlight of the holidays!

WHEN/WHERE: Friday, December 7 at 7 pm – ***abbreviated Arts & Education performance perfect for young children – tickets for this performance only are $12***
Saturday, December 8 at 2 pm & 7 pm
Sunday, December 9 at 1 pm & 4:30 pm

Tomball High School Theatre
30330 Quinn Road
Tomball, Texas 77375

TICKETS: Cost is $23 for adults, $18 for students & seniors. For ticket information, call 281-940-HRB1 (4721) or visit www.hrbdance.org.

OUTREACH: HRB has received a generous grant from Texas Commission on the Arts, enabling HRB to expand its outreach mission to children currently attending three Title-1 schools. Up to 24 students from each campus will participate, free of charge (including class attire, costumes, and other supplies), in one-hour weekly ballet classes at their respective campuses, and will receive dance instruction in what is being called the "Nutcracker Experience." These children will have the opportunity to participate as dancers in three HRB Nutcracker Arts & Education school performances, for an audience of their peers comprising more than 1,500 Tomball ISD 3rd graders.

HRB dancers are committed to sharing the arts with the community. Community engagement events include costumed appearances at various nursing homes, group events, and at Arts & Education performances. HRB brings three matinee performances to Tomball ISD third grade students, fulfilling the arts component of their curriculum. To request an outreach event for your organization, call 281-940-HRB1 (4721).

GUEST BIOS: ***Elizabeth Keller – Principal, Ballet Idaho***

Elizabeth was born in Dubai, UAE and started her ballet training at the Royal Academy of Dance in London. After moving back to the United States, she continued her training at Ballet Center of Houston under the direction of Victoria Vittum and Gilbert Rome. At age 15, she was invited to train at The Rock School of Pennsylvania Ballet on full scholarship. She danced with Pennsylvania Ballet for two seasons and was coached extensively by "Prima Ballerina Assoluta", Violette Verdy. Elizabeth then joined Miami City Ballet under the direction of Edward Villella where she danced corps de ballet, soloist and Principal roles for ten seasons. With MCB, Elizabeth danced works of choreographers such as George Balanchine, John Cranko, Jerome Robbins, Twyla Tharp, Paul Taylor, Anthony Tudor, Lynne Taylor-Corbett, Trey McIntyre, Marius Petipa and August Bournonville to name a few. She also danced with Miami Contemporary Dance Company and taught on the faculty at Miami City Ballet School. She was appointed Children's Ballet Mistress for Balanchine's "The Nutcracker" from 2009-2012. During the summers, Elizabeth taught at MCBS, Ballet Center of Houston and helped run and was on the faculty at the New York State Summer School of the Arts (NYSSSA) in Saratoga Springs, NY under the direction of Damian Woetzel and Jennifer Ringer.

Elizabeth moved to Boise in 2012 to dance with Trey McIntyre Project and work with nationally renowned Trey McIntyre for two seasons. Elizabeth then joined Ballet Idaho as a Principal dancer. Ms. Keller has been trained in the "Dance for PD" method and has taught Dance for Parkinson's classes all over the country. She started the first Dance for Parkinson's classes in Idaho in 2014 and now has two classes in both Boise (Ballet Idaho) and in Eagle (at Eagle Performing Arts Center). Ms. Keller currently teaches on faculty at both Eagle Performing Arts Center and Ballet Idaho.

Andrew Taft – Principal, Ballet Idaho

Andrew was born in Miami, Florida where he began his classical training at the age of 9 with Ruth Wiesen at the Miami Conservatory. He studied also with Thomas Armour, Robert Pike, Nancy Raffa and other professional guest artists. He trained in both Limon and Graham technique at the New World School of the Arts. His ballet training continued in New York City with private coaching by Johan Renvall and David Howard.

Andrew has danced leading roles with Michael Uthoff Dance Theatre, Miami Ballet, Francis Owen/Cox Dance, Ballet Hawaii, and Miami City Ballet. Notable roles include Franz in *Coppelia*, Soloist in Theme and Variations, Prince Charming in *Cinderella* and The Bluebird in *The Sleeping Beauty*. In 2011, Andrew had the honor to perform for Michelle Obama and her daughters in Ballet Hawaii's *The Nutcracker*. Andrew joined Ballet Idaho in the 2008 season and has been a principal since 2012. He has danced leading roles in *Yes, Virginia*, Another Piano Ballet, *The Nutcracker*, *Romeo and Juliet*, *Pulcinella*, *A Midsummer Night's Dream*, Piano Concerto in G, *Firebird* and many others.

Joseph Modlin

In 1993, Joseph Modlin, an Indiana native, began training in classical and modern dance performance at Ball State University and performed with Anderson Young Ballet Theatre, both under the direction of Ms. LouAnn Young. Joe moved to Houston in 1997, and began a performance and teaching career that has spanned 20 years, seven professional companies, and continues extending to flourish in the Houston community and nationally. Joe has performed/worked with Hope Stone, Inc., Houston Repertoire Ballet, Chrysalis Dance Company, Houston Dance Theater, Allegro Ballet, Freneticore, and Woodlands Dance Company. He has been invited to work as a guest artist with independent choreographers and performance artists such as Leslie Scates, Erin Reck, Amy Ell, Karen Stokes, Lindsey McGill, Toni Valle and Sara Draper.

ABOUT HRB: The Houston Repertoire Ballet (HRB) is a non-profit 501(c)(3), founded by Victoria Vittum and Gilbert Rome, both nationally acclaimed teachers and choreographers who served as its co-artistic directors. Today, Ms. Vittum oversees training and programming with an equal eye to serving the needs of the community. Since 1995, HRB has contributed to the cultural fabric of Harris and Montgomery Counties by providing excellent dance training to the area's young ballet stars and dance educators of tomorrow,

while also presenting high-quality productions at affordable prices. *The Nutcracker* in December, and the *Celebration of Dance* in April introduce area children and their families to the world of classical and contemporary ballet. HRB closes its season in May with the *Choreography Project*, a free-admission program initiated to discover, mentor, and give artistic voice to our choreographers of tomorrow. Today, HRB is considered to be the premier pre-professional ballet company in the Houston region, and is recognized for sharing its gifts with the community and beyond. Many of HRB's dancers advance to professional ballet companies throughout the country. HRB graduates have danced with New York City Ballet, American Ballet Theatre, Miami City Ballet, Pacific Northwest Ballet, Atlanta Ballet, Pittsburgh Ballet Theatre, Houston Ballet, and other prestigious companies.

MISSION: HRB's mission is dedicated to providing the finest classical ballet instruction, education and performance experience to local gifted students, and to preparing them for a professional career in the world of dance. HRB is committed to serving the suburban Houston region with high-quality theatre productions that educate, engage, and entertain residents of all ages and perpetuate their appreciation of dance as an art form.

Major funding provided by the City of Tomball and Texas Commission on the Arts.

# # #



HRB The Nutcracker

2018 Media Coverage
as of November 29, 2018

Online:

Culturemap
http://houston.culturemap.com/eventdetail/houston-repertoire-ballet-20th-nutcracker-season/

HAR.com
https://www.har.com/houston-repertoire-ballet-celebrates-its-20th-season/event_E0-001-119176116-8

Click2Houston.com
https://www.click2houston.com/community-calendar#/details/Houston-Repertoire-Ballet-Celebrates-its-20th-Nutcracker-Season/5558264/2018-12-07T19

Click2Houston.com
https://www.click2houston.com/community-calendar#/details/Houston-Repertoire-Ballet-Celebrates-its-20th-Nutcracker-Season/5558264/2018-12-08T14

Click2Houston.com
https://www.click2houston.com/community-calendar#/details/Houston-Repertoire-Ballet-Celebrates-its-20th-Nutcracker-Season/5558264/2018-12-08T19

Click2Houston.com
https://www.click2houston.com/community-calendar#/details/Houston-Repertoire-Ballet-Celebrates-its-20th-Nutcracker-Season/5558264/2018-12-09T13

Click2Houston.com
https://www.click2houston.com/community-calendar#/details/Houston-Repertoire-Ballet-Celebrates-its-20th-Nutcracker-Season/5558264/2018-12-09T16

Yelp.com
https://www.yelp.com/events/tomball-houston-repertoire-ballet-celebrates-its-20th-nutcracker-season

Yelp.com
https://www.yelp.com/events/tomball-houston-repertoire-ballet-celebrates-its-20th-nutcracker-season-2

Yelp.com
https://www.yelp.com/events/tomball-houston-repertoire-ballet-celebrates-its-20th-nutcracker-season-3

Yelp.com
https://www.yelp.com/events/tomball-houston-repertoire-ballet-celebrates-its-20th-nutcracker-season-4

Yelp.com
https://www.yelp.com/events/tomball-houston-repertoire-ballet-celebrates-its-20th-nutcracker-season-5

Houston Arts Alliance
http://calendar.haatx.com/#!#eventArea

Houston Eventful
http://houston.eventful.com/events/houston-repertoire-ballet-ce-/E0-001-119175916-3@2018120719?vs=1

Houston Eventful
http://houston.eventful.com/events/houston-repertoire-ballet-ce-/E0-001-119175916-3@2018120814

Houston Eventful
http://houston.eventful.com/events/houston-repertoire-ballet-ce-/E0-001-119175916-3@2018120819

Houston Eventful
http://houston.eventful.com/events/houston-repertoire-ballet-celebrates-its-20th-seaso-/E0-001-119176116-8

Houston Eventful
http://houston.eventful.com/events/houston-repertoire-ballet-ce-/E0-001-119175916-3@2018120916

Dance Source Houston – the dancecard
https://dancesourcehouston.org/the-dance-card/

Tomball Chamber – December 7
https://www.tomballchamber.org/events/details/houston-repertoire-ballet-celebrates-its-20th-nutcracker-season-30220

Tomball Chamber – December 8
https://www.tomballchamber.org/events/details/houston-repertoire-ballet-celebrates-its-20th-nutcracker-season-12-08-2018-30221

Tomball Chamber – December 9
https://www.tomballchamber.org/events/details/houston-repertoire-ballet-celebrates-its-20th-nutcracker-season-12-09-2018-30222

Houston Press
https://www.houstonpress.com/event/houston-repertoire-ballet-celebrates-its-20th-nutcracker-season-10984668

New93Q
https://events.thenew93q.com/tomball/events/houston-repertoire-ballet-celebrates-its-20th-nutcr-/E0-001-119378609-1

New93Q
https://events.thenew93q.com/tomball/events/houston-repertoire-ballet-celebrates-20th-nutcracke-/E0-001-119378625-9

New93Q
https://events.thenew93q.com/tomball/events/houston-repertoire-ballet-celebrates-its-20th-seaso-/E0-001-119176116-8

Houston Impact News – Spring/Klein
https://communityimpact.com/ci-events/houston/spring-klein/houston-repertoire-ballet-celebrates-20th-nutcracker-season-3/

Houston Impact News – Conroe/Montgomery
https://communityimpact.com/ci-events/houston/conroe-montgomery/houston-repertoire-ballet-celebrates-20th-nutcracker-season/

Houston Impact News – Cy-Fair
https://communityimpact.com/ci-events/houston/cy-fair/houston-repertoire-ballet-celebrates-20th-nutcracker-season-2/

Houston Impact News – Tomball/Magnolia
https://communityimpact.com/ci-events/houston/tomball-magnolia/houston-repertoire-ballet-celebrates-20th-nutcracker-season-5/

Houston Impact News – The Woodlands
https://communityimpact.com/ci-events/houston/the-woodlands/houston-repertoire-ballet-celebrates-20th-nutcracker-season-4/

Houston Impact News – Katy
https://communityimpact.com/ci-events/houston/katy/houston-repertoire-ballet-celebrates-20th-nutcracker-season-6/

Houston Impact News – Sugar Land/Missouri City
https://communityimpact.com/ci-events/houston/sugar-land-missouri-city/houston-repertoire-ballet-celebrates-20th-nutcracker-season-7/

Yelp.com – Houston Repertoire Ballet Hosts Nutcracker Tea
https://www.yelp.com/events/cypress-houston-repertoire-ballet-hosts-nutcracker-tea

Houston Impact News – Kay – Houston Repertoire Ballet Hosts Nutcracker Tea
https://communityimpact.com/ci-events/houston/katy/houston-repertoire-ballet-hosts-nutcracker-tea-4/

Houston Impact News – Cy-Fair – Houston Repertoire Ballet Hosts Nutcracker Tea
https://communityimpact.com/ci-events/houston/cy-fair/houston-repertoire-ballet-hosts-nutcracker-tea/

Houston Impact News – Sugar Land/Missouri City – Houston Repertoire Ballet Hosts Nutcracker Tea
https://communityimpact.com/ci-events/houston/sugar-land-missouri-city/houston-repertoire-ballet-hosts-nutcracker-tea-5/

Houston Impact News – Tomball/Magnolia – Houston Repertoire Ballet Hosts Nutcracker Tea
https://communityimpact.com/ci-events/houston/tomball-magnolia/houston-repertoire-ballet-hosts-nutcracker-tea-2/

Houston Impact News – Spring/Klein – Houston Repertoire Ballet Hosts Nutcracker Tea
https://communityimpact.com/ci-events/houston/spring-klein/houston-repertoire-ballet-hosts-nutcracker-tea-3/

Houston Impact News – The Woodlands – Houston Repertoire Ballet Hosts Nutcracker Tea
https://communityimpact.com/ci-events/houston/the-woodlands/houston-repertoire-ballet-hosts-nutcracker-tea-6/

Houston Eventful – Houston Repertoire Ballet Hosts Nutcracker Tea
http://houston.eventful.com/events/houston-repertoire-ballet-hosts-nutcracker-tea-/E0-001-119919856-2?vs=1

Houston Arts Alliance – Houston Repertoire Ballet Hosts Nutcracker Tea
https://submit.haatx.com/event/houston-repertoire-ballet-hosts-nutcracker-tea-2/

HAR.com
https://www.har.com/houston-repertoire-ballet-hosts-nutcracker-tea/event_E0-001-119919856-2

Tomball Chamber
https://www.tomballchamber.org/events/details/houston-repertoire-ballet-hosts-nutcracker-tea-30244

New93Q
https://events.thenew93q.com/cypress/events/houston-repertoire-ballet-hosts-nutcracker-tea-/E0-001-119919856-2

Print:

November 28, 2018
Houston Chronicle Cypress Creek Mirror
The Nutcracker Ballet Returns to Tomball High School stage, front cover mention, inside calendar listing with large photo top of page

The City of Tomball
Hotel Occupancy Tax Grant Application

Optional Supporting Documentation
4. Letters of Support
Houston Repertoire Ballet – *The Nutcracker 2019*

Please see the following:

1. Letter of support – JD Janda, Director of Fine Arts Tomball ISD
2. Letter of support – Chad Schmidt, Principal Tomball Elementary
3. Letter of support – Lauren Anderson, Houston Ballet Program Manager of Education and Community Engagement and dancer with Houston Ballet from 1983 – 2006.
4. Letter of support – Gilbert Rome, cofounder and former co-director of Houston Repertoire Ballet.
5. Testimonial – Jared Matthews, Houston Ballet Principal Dancer and Houston Repertoire Ballet alumnus, 2001. Jared Matthews wrote this testimonial in order to be a supporting figure for HRB's 2016-2017 campaign, and was the Cavalier in *The Nutcracker,* 2017.

TOMBALL ISD FINE ARTS

INSPIRING LIFELONG ARTISTRY AND CREATIVITY

JD JANDA, DIRECTOR OF FINE ARTS
281-357-3100 EXT. 2047
JOHNJANDA@TOMBALLISD.NET

June 25, 2018

To Whom it May Concern:

My name is JD Janda and I am the Director of Fine Arts for the Tomball Independent School District. I am proud to oversee the Art, Dance, Music, and Theater Departments in our school district. I am writing to endorse the **Houston Repertoire Ballet** and its Artistic Director Victoria Vittum in the effort to secure grant funding.

The Houston Repertoire Ballet is a wonderful partner for our school district! The extremely talented dancers from HRB are not only outstanding artists, they are great people with a huge heart for the students of our district. At no cost to us, the HRB performs scenes from Tchaikovsky's *The Nutcracker* for all Tomball ISD third graders every December. Students that have little or no opportunity for exposure to the magic of music and dance in a professional setting are presented with this amazing experience. Being an audience member at a professional production is a once-in-a-lifetime opportunity for many of our students from economically challenged households. That exposure to the ballet art form teaches our students about beauty, movement and imagination like no other academic course could ever do. In 2017, over 1500 third grade students were able to enjoy the holiday masterpiece in two performances in the Tomball High School Auditorium. As Tomball ISD continues to grow, the 2018 event will expand to three performances spread over two days. Having seen many performances of *The Nutcracker* by several talented ballet companies, I can say with confidence that the Houston Repertoire Ballet performs at the highest artistic level with an air of professionalism that is remarkable. Again, these performances are completely free of charge for our always tight Tomball ISD budget.

Additionally, Artistic Director Victoria Vittum has created artistic opportunities for dozens of students at some of our Title 1 campuses. A professional dance teacher provided ballet lessons to students at Tomball Elementary School in the fall of 2017. The program was held at the school, once a week for twelve weeks and culminated in performances in *The Nutcracker*. Further, a talented and deserving student is now receiving a full scholarship to studio dance lessons based on the relationship created at TES. This pilot project was such a success at the one campus, that it will be expanded to three campuses for the coming school year. Joining Tomball Elementary will be students from Decker Prairie Elementary and Tomball Intermediate School. HRB will provide another performance opportunity for our students at its Spring Dance Recital. There is no way that these Tomball ISD students would have ever been able to have this experience if it were not for the incredible generosity and support of the Houston Repertoire Ballet.

The collaboration and partnership we have created in Tomball is something of immeasurable value to our community. HRB is absolutely deserving of your strong consideration for a grant and students in Tomball ISD will continue to be artistically enriched by these talented and dedicated performers.

Respectfully -

JD Janda, Director of Fine Arts
Tomball ISD

TOMBALL
INDEPENDENT SCHOOL DISTRICT
DESTINATION EXCELLENCE

CHAD SCHMIDT
Principal
(281) 357-3280 x 3206

tomballisd.net

June 20, 2018

To Whom IT May Concern:

Tomball Elementary partnered with the Houston Repertoire Ballet in 2017 to provide an incredible opportunity to be a part of the Nutcracker presentation provided to all third grade students in Tomball ISD.

The experience was outstanding as we had 12 third grade students participate and are truly excited about the chance to continue and increase the participation.

The work with the staff was incredible and students were provided excellent instruction and practice. The learning positively impacted the self-esteem of the students and provided a chance to perform.

We cannot express the value of the experience and are truly looking forward to a long-term partnership to continue this amazing work. There is incredible power in providing as many experiences as possible in the arts with students at elementary ages as they learn to express their creativity and discover their talents.

Thank you for your support.

Chad Schmidt
Principal

Tomball Elementary • 1110 Inwood Street • Tomball, TX 77375

HoustonBallet

June 22, 2018

To Whom It May Concern:

My name is Lauren Anderson. I was a dancer with the Houston Ballet from 1983 – 2006. I am currently Program Manager of the Education and Community Engagement department of the Houston Ballet. I met Victoria Vittum when she came to teach ballet at Houston Ballet in 1998. I have known her for many many years.

I have been a guest artist with Houston Repertoire Ballet, for which she is the Artistic Director. I know the quality of her work as she has produced many dancers that have attended Houston Ballet summer programs or have become members of the company and other ballet companies across the nation.

As a person that leads the outreach program at the Houston Ballet, I know firsthand the importance this experience brings to so many underserved children, particularly in the title one schools. I highly support Ms. Vittum and Houston Repertoire Ballet in their efforts to expand the outreach program for the Tomball ISD.

Please feel free to contact me at any time.

Sincerely,

Lauren Anderson
Program Manager
Education and Community Engagement
landerson@houstonballet.org
713-535-3286

City of Tomball
501 James Street
Tomball, TX 77375

Gilbert Rome
424 West Solidelle
Chalmette, LA 70043

Dear Members:

I have had the opportunity and pleasure of working with Victoria Vittum for forty years. During this time, I recognized her ability as an instructor, choreographor and her ability to stage classical and modern ballets. Over this period, the Inner City Program was formed under the direction of Margo Marshall (City Ballet of Houston). Vicky auditioned hundreds of inner city children rehearsing them, as well as the company dancers.

During our tenure with City Ballet of Houston, Vicky and I developed a friendship and a respect for each other's work. In 1994, we decided it was time for us to join forces and form Houston Repertoire Ballet. In 1996, we received our non-profit designation and the mission of the organization was established. After a career spanning fifty years, I retired in 2005 but have continued to act in an advisory capacity. It gives me great pleasure to have played a part in creating HRB and in knowing that since my retirement, the company has continued to grow artistically as well as in size and in its mission.

The company has become an asset in its community of Tomball and North Houston. HRB's annual Nutcracker has joined with the Cypress Philharmonic for its Nutcracker season. Its performances to sold out houses in Tomball have allowed HRB to develop its spring concert season and an outreach program.

Many Houston Repertoire Ballet dancers have subsequently joined New York City Ballet, Houston Ballet, Joffrey Ballet, Colorado Ballet, and many others.

Houston Repertoire Ballet's having your support would be instrumentally significant in growing its mission. Thank you for your time in making this consideration.

Yours very truly,

Gilbert Rome
cofounder and former co-director of Houston Repertoire Ballet
former member of National Ballet of Canada, Opera House Frankfurt Germany, Opera House Cologne, Germany, Houston Ballet, HSPVA, co-director of City Ballet of Houston

P.S.: To name a few produced by HRB -
Mr. Jared Matthews, Principal Dancer with Houston Ballet
Elizabeth Keller, Miami City Ballet
Trey MacIntyre, Dance Project and principal with Idaho Ballet
Morgan Buchanan, soloist with Colorado Ballet' Amaris Sharratt, Nebraska Ballet
Janie Taylor, New York City Ballet
Davida Haas, Houston Ballet and Joffrey Ballet

I have danced with American Ballet Theatre in New York for thirteen years achieving the rank of Soloist. I am currently in my third year as a Principal Dancer with Houston Ballet. Throughout my career I have traveled the world performing in many famous opera houses and theaters. I would not be where I am today without Victoria Vittum and Houston Repertoire Ballet.

Victoria creates an environment where hard work and discipline is the foundation for success. Her eye for detail and solid classical ballet background provide students the opportunity to truly learn and understand the art form. I spent all of my pre professional training with Victoria and HRB. They gave me everything I needed to prepare for a professional career in dance. Under Victoria's guidance I was slowly and methodically challenged year after year in order to further my development. Step by step she taught me classical ballet. Performing with HRB gave me the experience of being on stage in front of an audience and showing all that we had worked on in the studio. These experiences were crucial to me as a young dancer.

Victoria and HRB continue their mission of training young classical dancers. I am proud to call myself an alumnus, and I am forever grateful for all they have given me.

Jared Matthews
Principal Dancer
Houston Ballet

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:
Approve Spring Creek County Historical Association Request for $59,800.00 for Fiscal 2019-2020 Annual Operations.

Background:

Origination:

Recommendation:
n/a

Party(ies) responsible for placing this item on agenda:

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

2020 Spring Creek Historical Museum Grant Request

SPRING CREEK COUNTY HISTORICAL ASSOCIATION

July 17, 2019

City of Tomball

Attn: David Esquivel

Subject: Spring Creek County Historical Association's request for funds 2019-2020

Dear David.

Thank you for meeting with me last Monday. I appreciate your input into what Tomball City Council would like to see in our request for funding for 2019-2020.

I want to apologize for my delay in presenting this request. As you are aware, we recently determined that we have an infestation of dry wood termites. This type of termite can only be eradicated by tenting and fumigating the buildings in which they are located. Even worse, we found these dry wood termites in a number of our buildings. Therefore, we wanted to get a couple of quotes on this work before making our request.

As we discussed, I have made a list of our needs for the Council's consideration.

Sincerely,

Henry Jay Reid
President

(713) 255-2148 • Post Office Box 457 • Tomball, Texas 77377-0457

SPRING CREEK HISTORICAL ASSOCIATION (TOMBALL MUSUEM CENTER) REQUEST FOR FUNDS 2019-2020

ITEM	DESCRIPTION / DETAILS	AMOUNT REQUESTED
1	TREAT FOR DRY-WOOD TERMITES	$11000
	DRY-WOOD TERMITES HAVE BEEN FOUND IN THE THE FOLLOWING: BARN, THESIS HOUSE, SMOKE HOUSE, LOG CABIN, CORN CRIB AND FELLOWSHIP HALL. THIS TYPE OF TERMITE CAN ONLY BE TREATED BY FUMIGATING EACH BUILDING. THIS WILL REQUIRE EACH BUILDING TO BE TENTED AND FUMIGATED.	
2	REPAIR AND INSTALL NEW CONCRETE	$6000
	THERE ARE A NUMBER OF SECTIONS OF THE SIDEWALKS THAT HAVE SEPARATED DUE TO THE ROOTS UNDER THEM. WE INTEND TO REMOVE THESE SECTION, REMOVE THE ROOTS, INSTALL ROOT BARRIER AND REPOUR THESE SECTION. WE WOULD ALSO LIKE TO ADD CONCRETE WALKWAY BETWEEN EXISTING WALK AND NEW WORKSHOP.	
3	TREAT FOR SUBTERRANEAN TERMITE	$2000
	SUBTERRANEAN TERMITES HAVE BEEN FOUND THROUGH OUT THE FACILITIES AND MUST BE TREATED.	
4	MUSEUM COMPUTER PROGRAM	$700
	THERE ARE MANY ITEMS IN OUR FACILITIES THAT CAN NOT BE IDENTIFIED NOR DO WE NECESSARILY KNOW THE HISTORY ON THEM. WE WOULD LIKE TO PURCHASE A SPECIAL COMPUTER PROGRAM AND TO BEGIN LISTING AND CATEGORIZING ALL EXISTING ITEMS AND ADDING ALL NEW ITEMS WITH DATES, EXPLANATIONS AND NAME OF DONOR. THIS PROGRAM IS SPECIALLY DESIGNED FOR MUSEUMS AND INCLUDES A DONOR DATA BASE AND A PROGRAM THAT PRODUCES THANK YOU CARDS FOR EACH DONATION.	
5	CLEANING SERVICE	$3600
	CLEANING SERVICE IS REQUIRED TO MAINTAIN THE HOMES AND CHURCH IN CLEAN CONDITION.	
6	YARD SERVICE	$6800
	REQUIRED TO KEEP THE FACILITIES IN PRESENTABLE CONDITION THROUGH OUT THE YEAR.	
7	DOCENTS FOR SPECIAL EVENTS	$3500
	EXTRA DOCENTS REQUIRED FRO SPECIAL EVENTS AND LARGE GROUP VISITS.	

ITEM	DESCRIPTION / DETAILS	AMOUNT REQUESTED
8	ADVERTIZING	$2500
	IT IS OUR INTENT TO INCREASE OUR ADVERTISING PRESENTS. WE INTENT TO SPREAD OUR BROCHURES THROUGH OUT ALL THE MOTELS AND HOTELS IN THE AREA AND IN THE NEW TOMBALL INFORMATION CENTER. IT IS OUR INTENT TO VISIT THESE FACILITIES REGULARLY TO RESTOCK THISES BROCHURES. WE WOULD ALSO LIKE TO ADD SIGNAGE WHERE APPROPIATE TO BETTER EXPLAIN INDIVIDUAL ITEMS OR BUILDINGS.	
	OTHER OUTSIDE COST	
9	ACCOUNTING PROFESSIONAL FEES	$3000
10	UTILITES	$10000
11	TAXES	$4000
12	INSURANCE	$6700

$ 59,800

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:
Appoint/Reappoint Members to the Tomball Regional Health Foundation Board of Directors for Terms Expiring September 1, 2019

Background:
On October 2, 2017, City Council reappointed Latrell Simmons Shannon and Jim Ross to their Class A, City-appointed Board of Directors positions 1 and 4 on the Tomball Regional Health Foundation.

We have received a request from the Nominating Committee and the Board of Directors of the Tomball Regional Health Foundation, asking the City to reappoint Mrs. Shannon and Mr. Ross, due to the long orientation, training and educational commitment required of new and current board members to be effective in their positions. We have also received a letter from Mrs. Shannon requesting reappointment. .

As Mayor, I wish to recommend the reappointment of Latrell Shannon to Position 2 and Jim Ross to Position 4. The training curve to serve effectively on the Foundation is significant; reappointing Latrell Shannon and Jim Ross would be in the best interests of the Foundation and the community.

We have no current applications from citizens regarding possible service on this board of directors.

Origination:
Mayor Fagan

Recommendation:
N/A

Party(ies) responsible for placing this item on agenda:
Doris Speer, City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Tomball REgional Health Foundation Request
Latrell Shannon - Request for Reappointment

TOMBALL HOSPITAL AUTHORITY
29201 Quinn Road, Suite A.
Tomball, Texas 77375

July 31, 2018

Gretchen Fagan
Mayor
City of Tomball
401 Market Street
Tomball, Texas 77375

Dear Mayor Fagan:

The following City of Tomball appointed Authority Board member term(s) will expire in August 2019:

Latrell Shannon	Position #2
Jim Ross	Position #4

The Nominating Committee and the Board of Directors would like to recommend that Latrell Shannon and Jim Ross be reappointed to the board to serve a two-year term beginning September 1, 2019.

Consistency among board members is extremely viable and key to the continued success of Tomball Regional Health Foundation. Orientation, training and education of board members can take a minimum of two years for new members to become knowledgeable and confident in their role as an active member of the Tomball Regional Health Foundation.

As our mission states TRHF exists to promote wellness and improve health status for all residents in our communities through programs that enhance access to health care, preventative care and health education.

Please consider reappointing Latrell Shannon and Jim Ross to the Tomball Regional Health Foundation Board of Directors.

Sincerely,

Lynn LeBouef
CEO Tomball Hospital Authority

From: LATRELL SHANNON <ls0175@swbell.net>
Sent: Thursday, August 08, 2019 1:11 PM
To: Doris Speer
Subject: Re-Appointment To Tomball Regional Healthcare Foundation Board

August 8, 2019

To: The Honorable Mayor Gretchen Fagan & all
City of Tomball City Council Members
401 Market
Tomball, Tx. 77375

This letter serves to notify you of my strong interest and sincere desire to serve an additional term as a city-appointed Board Member on the Board of Directors for The Tomball Regional Healthcare Foundation. The Foundation has been and continues to be a strong contributing factor to the welfare and well being of our community and its citizens. I enjoy being a part of these decision making and contributing factors. Your consideration in allowing me to serve an additional term would be greatly appreciated.

Sincerely,
Latrell Shannon
2018 City of Tomball Citizen of the Year

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:
Approve Proposed Contract for Solid Waste Services between the City of Tomball and Waste Corporation of Texas, L.P.

Background:
Following the submission of proposals and interview process, City Management entered into negotiations with Waste Corporation of Texas, L.P. (WCA) after Council approval.

Contract negotiations resulted in the following service changes:
Option for a hybrid system of both bags and poly carts for residential customers Recycling collection will be split between both collection days

Negotiations resulted in no price increase for current residential service of bags only. Those residents that choose to have a poly cart will pay an additional cost. The complete solid waste fee matrix will be recommended during the master fee schedule update prior to the beginning of the next fiscal year and that will detail all new solid waste pricing.

Origination:
City Administration

Recommendation:
Staff recommends approval of proposed contract for Solid Waste Services between the City and Waste Corporation of Texas, L.P.

Funding:
Yes
Account Number:100-155-6327

Party(ies) responsible for placing this item on agenda:
Meagan Mageo, Project Coordinator

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Contract - Solid Waste Services
Exhibit A - Contractor Rates
Exhibit B - Contractor Submitted Proposal
Exhibit C - Request for Proposals

SOLID WASTE COLLECTION AND DISPOSAL SERVICES FOR THE CITY OF TOMBALL, TEXAS

THIS **SOLID WASTE COLLECTION AND DISPOSAL SERVICES** ("Contract"), is effective as of the date set forth on the signature page hereto (the "Effective Date") by and between the **City of Tomball**, Texas, a Texas home rule municipality (hereinafter called "City"), and **Waste Corporation of Texas, L.P.**, qualified to do and actually doing business in the State of Texas (hereinafter called "Contractor"), acting by and through their duly qualified representatives. (City and Contractor collectively referred to herein as "Parties" and individually as "Party".)

RECITALS

WHEREAS, City desires to provide an exclusive franchise and contract to Contractor to operate over, upon, along and across the present and future streets, alleys, bridges and public properties of the City for the purpose of providing services related to the collection of Waste Materials and/or Recycle Materials from all residential and commercial customers located within the City's Limits and transportation of said Waste Materials to its point of disposal and Recyclable Material to its point of processing, subject to the terms of this Contract; and

WHEREAS, Contractor desires to operate a residential and commercial Waste Material collection, transport and disposal service in accordance with the provisions of this Contract;

NOW, THEREFORE, upon the mutual covenants, conditions and promises contained herein, City and Contractor hereby agree as follows:

ARTICLE I
GRANT OF CONTRACT; TERM

1.01 **Grant of Contract and Franchise:**

City hereby grants to Contractor:

(a) the sole and exclusive franchise, license and privilege within City's Limits to collect Waste Materials and/or Recyclable Materials during the Term of this Contract from all Residential and Commercial Customers located within City's Limits;
(b) the sole and exclusive franchise, license and privilege to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Municipal Facilities; and
(c) To the extent allowed by law, the Contractor shall have the exclusive right to provide all solid waste collection services called for in this Contract within the boundaries of the City of Tomball.

1.02 **Initial Term:**

The Initial Term of this Contract shall be fore five (5) years and shall commence on October 1, 2019 (the "Commencement Date") and shall end on September 30, 2024 ("the Termination Date"), unless otherwise extended or terminated earlier as provided herein.

1.03 Extension Term:

Upon approval by City Council, the Initial Five- Year Contract Term may be extended by agreement of the Parties for five (5) one-year extensions upon the same terms and conditions as herein set forth. City shall notify Contractor, in writing, no later than one (1) year prior to the end of the Initial Term, or any subsequent renewal term, of its intention to extend or not to extend the term of this Contract. Failure by the City to make such notification shall constitute notice of its intent not to extend the term of the Contract.

Contractor shall notify City, in writing, no later than one (1) year prior to the end of the Initial Term, or any subsequent renewal term, of its intention to extend or not to extend the term of this Contract. Failure by either City or Contractor to provide such extension notification shall constitute notice of its intent to extend the term of this Contract.

ARTICLE II
Definitions

Definitions are provided to clarify items in the Contract. In the event that the definitions provided here differ from those in the most current version of the City of Tomball's Solid Waste Ordinance now or in the future, the Ordinance shall prevail.

Bags: Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by the top; securely tied at the top for collection, with a capacity volume not to exceed 40 pounds.

Bin/ Dumpster: Metal collection receptacle designed to be lifted and emptied mechanically for use only at commercial and industrial units, clearly identified with the Contractor's name (or assumed name, i.e. its "d/b/a" name), address, and phone number of Contractor's local office.

Brush: Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. Limbs shall not exceed four (4) feet in length and not exceed four inches (4") in diameter. All Brush must be tied and bundled. No bags or bundles shall exceed 40 pounds in total weight.

The term "Brush" specifically excludes debris resulting from services of a Commercial Service Provider (Tree Trimming Company).

Bulky Waste: White Goods, furniture, auto parts, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit. Appliances or "White Goods" such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner and any other appliances containing refrigerants, must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection. Putrescible household waste, construction debris and Yard Trimmings are not considered Bulky Waste.

Bundle or Bundles: Tree, shrub and brush trimmings securely tied together forming an easily handled package, with limbs and brush trimmings contained in such bundle not to exceed four (4) feet in length nor four (4") inches in diameter, and such bundle not to exceed 40 pounds in weight.

Cart for Solid Waste: means a 65-gallon or 95-gallon poly cart plastic container, provided by the Contractor, equipped with wheels, handles, and a tight-fitting cover. Carts are capable of being mechanically unloaded into the Contractor's collection vehicles. Cart weights, when full, shall not exceed 375 pounds. Replacement carts shall be purchased from the Contractor at the cost shown in Contractor's proposal. Cart shall be clearly identified with the Contractor's name (or assumed name, i.e. its "d/b/a" name), address, and phone number of Contractor's local office.

Cart for Recycling: means a 65-gallon or 95-gallon poly cart plastic container, provided by the Contractor, equipped with wheels, handles and a tight-fitting cover with a color differentiating it from a Cart for Solid Waste. Carts are capable of being mechanically unloaded into the Contractor's collection vehicles. Cart lid will be embossed to provide the acceptable Recyclable Materials list for the Resident. Replacement carts shall be purchased from the Contractor at the cost shown in Contractor's proposal. Cart shall be clearly identified with the Contractor's name (or assumed name, i.e. its "d/b/a" name), address, and phone number of Contractor's local office.

Citizens Assistance Program (CAP): an assistance program provided by Contractor offering special provisions for those residents that are physically unable to place their Bags or Containers in the required Collection Location.

City: The City of Tomball, Texas.

City Limits: means the jurisdiction boundaries of the City as same nay be modified from time to time in accordance with applicable law.

Collection Area: means the limits of the City in which the Contractor provides collection services for

Waste Materials and/or Recyclable Materials.

Collection Location: Designated area for the placement of bag, carts, bulk waste, or other acceptable material for collection.

Commercial/Industrial Waste: All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste.

Commercial/Industrial Unit: All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City and not a residential unit.

Compactor Unit: means a mechanical unit that receives, compacts, and reduces the volume of municipal solid waste, refuse or garbage. The unit may be stationary or mobile.

Container: means a metal or plastic receptacle used for Garbage, and/or Recyclables Materials collection (Bins/ Dumpster, Cart for Solid Waste and Cart for Recycling). Cart shall be clearly identified with the Contractor's name (or assumed name, i.e. its "d/b/a" name), address, and phone number of Contractor's local office.

Construction Demolition and Debris: Waste Materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project and includes rocks, soils, tree remains and other vegetative matter that normally results from land clearing for a construction project.

Contract Administrator: The City Manager or his designee responsible for actively interacting with the Contractor to achieve the Contracts objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the City; incorporating necessary modifications or changes into the Contract; arbitrating and expediting timely resolution customer /Contractor issues; and other duties necessary to implement the Contract.

Contract Documents: The Contract Specifications, the Contract, Performance Bond or Letter of Credit and any addenda or changes to the foregoing documents agreed to by the City and the Contractor including Insurance consisting of General Liability, Automobile and Workmen's Compensation in amount no less than $1,000,000.00.

Contractor: The individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under Contract with the City.

Corrugated paper: A structural paper material with an inner core shaped in rigid parallel furrows and ridges.

Curbside: Shall mean within three (3) feet of the curb/ edge of pavement that provides primary access for service.

Customer: Those occupants of designated Residential Units and/or Commercial and Industrial Units as defined herein, that is located within the City's limits and who receive the general Waste Materials and/or Recyclable Material collection services provided for, herein.

Dead Animals: Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

Disaster: An event or occurrence, such as but not limited to hurricanes, wildfires, storms, floods, fires, tornados, earthquakes, etc., determined by the City to have caused widespread destruction and distress. A Disaster Event will be formally declared by the Mayor of the City of Tomball.

Disaster Debris: Solid Waste Materials including building materials, sediments, vegetative debris, personal property, and other materials resulting from a Disaster. Disaster debris may be generated by any sector affected by a Disaster (e.g., households, businesses, government, etc.)

Disaster Management Plan: The Contractor's operational policies and procedures that will be implemented to collect, remove, and properly dispose of Disaster Debris when an event or occurrence is determined by the City to be a Disaster.

Disposal Site: A refuse depository for the processing or final disposal of refuse including but not limited

to sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction with respect thereto.

Excluded Waste: Waste or other materials not adhering to the definitions and requirements of Brush, Solid Waste Materials and/or Recyclable Materials outlined in the Contract.

Garbage: Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

Generator: A person or municipality that produces or creates Solid Waste or Excluded Waste.

Hazardous Waste: Waste or any other material, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste or any other material, in any amount, which is regulated under Federal or State law.

Household Hazardous Waste: Items which have been segregated from residential garbage and are designated as hazardous by the United States Environmental Protection Agency or the State of Texas.

Letter of Credit: A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the City) for non-performance of duties and obligations under this Contract in amounts and under conditions as specified herein.

Medical Waste: Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC S1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code, S252.001 (6) (Definitions-Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

Municipal Solid Waste (MSW): Any garbage, refuse, and other material resulting from residential, small businesses, City facilities, and from Special events. The term does not include source-separated recyclable materials.

Municipal Waste Landfill: A facility using the land for disposing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and post-closure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to the operation of the facility. The term does not include a construction/demolition waste landfill or a facility for the land application of sewage sludge.

Multi-Family Dwellings: Apartment building constructed to house more than one family, including townhouses and condominiums which receive MSW collection services utilizing a container other than a Cart.

Performance Bond: A corporate surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined in the Contract.

Permit: A permit issued by the State of Texas to operate a municipal waste disposal or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit issuance and permit renewal.

Poly Cart: See Cart for Solid Waste and Cart for Recycling.

Processing Facility: A facility used for the purpose of reducing the volume or bulk of municipal waste, or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities

include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

Proposal: Contractor's proposal submitted in response to the Request for Proposals for Solid Waste Services (RFP 2019-01) dated March 27, 2019. (Exhibit B attached hereto)

Recyclable Material or Recyclables: A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material. The contractor will not dispose of such Recyclable Materials at the Disposal Site and will deliver Recyclable Materials to an appropriate recycling facility.

Recycle or Recycling: The collection, separation, recovery and sale or reuse of metals, paper, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than a fuel for the operation of energy.

Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of Recyclable Materials, with a minimum capacity of 18 gallons.

Recycling Facility: A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "recycling facility" shall not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities.

Refuse: Same as Rubbish.

Residential Curbside Recycling: means recycling services generally provided to Single Family Structures. Recyclables Materials are placed by customers at curbside for collection.

Residential Unit: A residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Request for Proposal: City's public solicitation for Proposals for Solid Waste Services (Exhibit C attached hereto)

Roll-off Compactor/Container: Container provided to a Commercial Unit by Contractor intended for high-volume Refuse generating customers and capable of pickup and transport by loading of the container onto the rear of transporting vehicle.

Rubbish: Non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

Recyclable Container: 18, 65, or 95 gallon container and/or Poly Cart.

Small Businesses: A commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week (up to two 95-gallon carts collected two times per week).

Solid Waste: Garbage, Rubbish, Refuse, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to

make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, S91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

Special Collection: means a fee-based collection available to a resident to collect Brush & Bulk Waste Materials that are in excess of the two (2) cubic yard weekly limit. The maximum volume to be collected as a "special collection" shall not exceed ten (10) cubic yards and excludes Construction and Demolition and any other materials that are too heavy for manual collection by the Contractor.

Special Waste: Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

Structure: means all single-family homes, and multi-family dwellings, as well as Small Businesses, included in the Contract. It also means those City Facilities that the City may, at its sole discretion, include in the Contract.

Unacceptable Waste: Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.
As to Residential Units, means any Waste placed Curbside for collection in excess of the volumes permitted by the Contract, and as to Commercial or Industrial Units, any Waste located outside the Container regularly used for such collection service.

Waste Materials: All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.

White Goods: Refrigerators which have CFCs/Freon and fluids removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

ARTCILE III
SCOPE OF WORK

3.01 **General Service Agreements:**

The work under this Contract shall consist of:

(a) Contractor shall provide all supervision, materials, equipment, labor, insurance and all other skills and property required to fulfill each of its obligations necessary to collect and process

Recyclable Materials and collect and dispose of the Waste Material in accordance with this Contract; and

(b) The Contract documents, all of which are attached hereto and made a part hereof, comprise the entire Contract between the City and Contractor with respect to the transaction and services hereby contemplated. Execution of the Contract is a representation that the Contractor has become familiar with all laws, rules, regulations, ordinances and restrictions applicable to, governing or affecting the services to be provided by Contractor hereunder.

3.02 **Contractor Responsibilities:**

The Contractor shall be responsible for:

1. Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract;
2. All actions and activities of its subcontractors;
3. Supplying all records and information required by the contract;
4. Securing, at Contractor's expense, all governmental permits and licenses and required regulatory approvals (including those required by City ordinance);
5. Paying all applicable taxes;
6. Complying with applicable laws and regulations;
7. Performing all work in a timely, thorough and professional manner;
8. Disposing of all collected MSW at a permitted MSW Landfill;
9. Processing and marketing Recyclable Materials collected by the Contractor from Residential Units;
10. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract; and
11. Collecting all missed pickups (for any service provided) within 24 hours (Friday misses will be collected on Saturday, Saturday misses on Monday).

3.03 **Work Not Covered By Contract:**

The work under this Contract does not include or require the collection or disposal of Excluded or Unacceptable Waste.

3.04 **Right to Reject Excluded or Unacceptable Waste:**

City agrees that if Excluded or Unacceptable Waste is set out by a Residential or Commercial Customer for collection, Contractor may, in its sole discretion, reject such waste. Contractor shall leave printed explanation notice to the customer to explain why the waste was not collected, and provide documentation to City. Neither title to, nor liability for, Excluded or Unacceptable Waste shall pass to Contractor.

ARTICLE IV
RESIDENTIAL COLLECTION OPERATIONS – GENERAL PROVISIONS

4.01 **Collection Services:**

(a) Contractor shall provide curbside collection service for residential Refuse at each Residential Unit two times per week, Monday and Thursday. For any exempted holiday (Thanksgiving, Christmas and New Year's Day) occurring on a regularly scheduled collection day, collection shall be scheduled for the day following the holiday; non-exempted holidays will require regularly scheduled collection;

(b) All residential Refuse must be placed in bags or carts except as noted within these documents with a limit not to exceed 100 gallons per collection day. Should a customer

exceed the maximum limit, Contractor shall pick up the maximum limit and shall leave a printed explanation notice to the customer to explain why the excess was left;

(c) Contractor shall provide special provisions for those residents that are physically unable to place their Bags or Containers in the required Collection Location; service shall be referred to as "Citizens Assistance Program" (CAP) and shall be made available to any qualified resident, as requested by the City;

(d) Contractor is required to return carts to designated Collection Location after each service; and

(e) Contractor shall deliver Containers for residential collection services within five (5) calendar days.

4.02 **Hours of Collection:** Collection of residential Refuse shall not start before 7:00 A.M. and may not continue after 7:00 P.M. on the same day in any area of City's Limits which is located in a residentially zoned area or otherwise within 500 feet of a Residential Unit, unless otherwise agreed by City and Contractor, in order to complete collection on an existing collection route due to unusual circumstances. If Collection cannot occur within specified collection hours of 7:00 A.M. to 7:00 P.M., Contractor shall provide, for City approval, notice to the City with a description and justification of the unusual circumstances prior to the collection that justifies a later completion time. Upon approval, City will provide written approval or denial for collection outside of normal collection hours on requested date.

4.03 **Collection Routes:**

Contractor shall establish Residential Unit collection routes and shall submit a map designating the Residential Unit collection routes to the City for its approval, which approval shall not be unreasonably withheld. The City, at its option, may publish at its expense, at least once during each calendar year, a map of such Residential Unit collection routes.

Contractor shall notify the City within 60 days of implementation of any changes in route or schedules. All changes must be approved by the City and documented in the same detail as the original maps supplied by Contractor. Upon the City's approval of the proposed changes, Contractor shall give written or published notice within 30 days to the affected Residential Units, at its expense and in a manner that is acceptable to the City.

4.04 **Collection Locations:**

Contractor agrees that in collecting Waste Materials and Recyclable Materials from Residential Units:

(a) Contractor shall collect the Waste Material and Recyclable Materials from either the front curb, pavement edge or where the route requires, alleyways of the residences of Residential Units ("Collection Location");

(b) Contractor shall collect all Waste Material from Non-Poly Cart Customers from a designated Collection Location; Individual bags weighing more than 40 pounds may be left at the Collection Location and a suitable tag shall be placed on the bag to alert the resident why the bag was not collected;

(c) Contractor shall collect all Waste and/or Recyclable Material from Residential Units in conforming poly carts, bags or recycle containers; and

(d) Contractor shall provide special provisions for those residents that are physically unable to place their Container in the required Collection Location, as identified in the Citizens Assistance Program (CAP).

4.05 **Residential Customer Changes:**

Contractor will make necessary changes to its collection routes as requested by the City. Request for new residential service shall begin no later than the next collection day for the subject

residence following receipt of the written request for such commencement of service from the City. Termination of residential service shall cease immediately following receipt of the written request or on the specified date for termination of service.

4.06 **Residential Recyclable Collection:**

(a) Contractor shall provide once per week curbside collection of Recyclables from a Poly Cart or Recyclable Container provided by the Contractor;
(b) Contractor will provide the initial Recyclable Container to all Residential Units at no cost to the Customer. Customers may purchase additional or replacement containers from the City. Contractor will deliver a recycle container to Customers within one week of notification by the City;
(c) Contractor shall provide curbside collection of recyclable commodities once per week to each Residential Unit within the City limits. Normal collection points for residential Recyclables shall be at curbside (adjacent to roadway). Recyclables Containers will be collected on the first or second collection day of the week;
(d) Contractor shall furnish all labor, supervision, and equipment necessary to provide curbside collection of Recyclables for Residential Units within the City Limits area as follows:
    1) Contractor shall collect the approved Recyclable Materials as provided by the Contractor and approved by the City;
    2) Contractor shall collect all Recyclables placed in a recyclable container provided by Contractor. If unacceptable materials are placed in the container, Contractor shall collect all acceptable materials and shall leave printed explanation to the Customer to explain why the Excluded Waste was not collected, and provide documentation to City;
    3) Contractor shall not dispose Recyclables in a landfill, without prior written consent by the City, which consent shall not be unreasonable withheld and shall take into consideration current commodity price and market conditions; and
    4) It shall be the Contractors responsibility to deliver a Recyclable Container to newly designated households in advance of the first collection date for each household.
(e) Contractor shall notify the City within 60 days of implementation of any changes in acceptable Recyclable Material. All changes must be approved by the City and documented in the same detail as the original acceptable material supplied by Contractor. Upon the City's approval of the proposed changes, Contractor shall give written or published notice within 30 days to Residential Units, at its expense and in a manner that is acceptable to the City.
(f) At any time after Recyclable Materials have been placed outside for collection, such Recyclables shall be considered transferred to the City for the purpose of sale or other disposal pursuant to the terms of this Contract. Only the customer who placed said Recyclables outside of collection may take back such materials as the customer desires until such Recyclables have been collected by Contractor. At the time that the Recyclables are collected by Contractor, ownership of said Recyclables shall transfer from the City to Contractor.

4.07 **Residential Brush and Tree Trimming Collection:**

(a) Contractor shall provide once per week curbside collection of Brush at Residential Units. Contractor shall take all reasonably bundled brush and tree limbs no larger than four (4) feet in length and four (4) inches in diameter, and bundled in a pile not to exceed four (4) feet in height. Tree limbs larger than four (4) inches in diameter shall be considered Excluded Waste and Contractor shall leave printed explanation to the customer to explain why the Excluded Waste was not collected, and provide documentation to City;
(b) Contractor shall collect all Christmas Trees, no matter the size, placed at the curb on the normal brush/bulk collection day; and
(c) Placement for Residential Brush shall be in accordance with the Collection Location definition in Article II. Brush shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or

impeding the flow of storm water. All Brush shall be collected on the second scheduled collection day of the week.

4.08 **Residential Bulky Waste Collection:**

(a) Contractor shall provide curbside collection of Bulky Waste. All Bulky Waste must be acceptable for disposal at a Type I municipal solid waste landfill. Appliances shall only be collected and disposed of by Contractor if they have been certified by an authorized technician as having been drained of CFCs/Freon and fluids;
(b) Bulky Waste service shall be provided to all customers in Residential Units located within the City limits, for the benefit of customers who are currently living in the unit or who have recently vacated the unit; and
(c) Bulky Waste shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or impeding the flow of storm water. All Bulky Waste shall be collected on the second scheduled collection day of the week.

4.09 **Residential Special Collection:**

(a) Fee-based collection shall be made available to a Residential Unit for Brush & Bulky materials that is in excess of two (2) cubic yard weekly limit. The maximum volume to be collected as a "special collection" shall not exceed ten (10) cubic yards and excludes Construction, Demolition and Debris materials that are too heavy for manual collection by the crew.
(b) Contractor shall provide special waste collection of residential Bulky Waste within one week of notification by City at customer request. The customer shall be given a date and time for which collection will occur.

ARTICLE V
COMMERCIAL COLLECTION OPERATIONS – GENERAL PROVISIONS

5.01 **Collection Services:**

Contractor shall provide collection service for Commercial/ Industrial Waste as indicated herein:

(a) The days of collection will be on a consistent schedule throughout the City Limits. Scheduled days of collection are limited to Monday through Saturday; no regularly scheduled collection shall be allowed on Sunday;
(b) Weeks containing exempted holidays (Thanksgiving, Christmas and New Year's Day) the service dates shall be the day following the holiday, excluding Sunday; non-exempted holidays will require regularly scheduled collection;
(c) All Commercial/ Industrial Waste must be placed in Poly Carts, Bin and/or Dumpster except as noted within this Contract with a limit not to exceed the capacity of the closed container. Should a customer exceed the maximum limit, Contractor shall notify the City with appropriate documentation; the City shall contact the Customer and request the Customer to adjust the capacity of the container for safety and compliance;
(d) Establishments generating putrescible Solid Waste shall receive a minimum of twice a week collection;
(e) Contractor is required to return Poly Carts, Bin and/or Dumpster to designated Collection Location after each service; and
(f) Contractor shall deliver Poly Carts, Bin and/or Dumpster for commercial collection within five (5) calendar days.

5.02 **Hours of Collection:**

Collection of Commercial and/or Industrial Units shall not start before 7:00 A.M. and may not continue after 7:00 P.M. on the same day in any area of City's Limits which is located in a

residentially zoned area or otherwise within 500 feet of Residential Units, unless otherwise agreed by City and Contractor, in order to complete collection on an existing collection route due to unusual circumstances. If collection cannot occur within specified collection hours of 7:00 A.M. to 7:00 P.M., Contractor shall provide, for City approval, notice to the City with a description and justification of the unusual circumstances prior to the collection that justifies a later completion time. Upon approval, City will provide written approval or denial for collection outside of normal collection hours on requested date.

5.03 **Collection Routes:**

Contractor shall establish Commercial and/or Industrial Unit collection routes and shall submit a map designating the residential unit collection routes to the City for their approval, which approval shall not be unreasonably withheld. The City, at its option, may publish, at its expense, at least once during each calendar year, a map of such Commercial and Industrial collection routes.

Contractor shall notify the City within 60 days of implementation of any changes in route or schedules. All changes must be approved by the City and documented in the same detail as the original maps supplied by Contractor. Upon the City's approval of the proposed changes, Contractor shall give written or published notice within 30 days to the affected Commercial and/or Industrial Units, at its expense and in a manner that is acceptable to the City.

5.04 **Location of Poly Carts, Bins and Dumpsters:**

(a) Each Poly Cart, Bin and/or Dumpster (Container) shall be placed in an accessible, outside Collection Location on a hard surface according to individual agreement with each Commercial and /or Industrial Unit. Contractor may decline to collect Commercial and/or Industrial Waste in Containers if not so placed, with notification given to City. Containers cannot block the visibility triangle at intersections.
(b) Commercial Poly Cart containers shall be placed at curbside for collections. Curbside refers to that portion of right-of-way adjacent to paved or traveled public roadways including alleys, without interfering with or endangering the movement of vehicles or pedestrians. Contractor may decline to collect any Container not so placed, with notification given to the City.
(c) Contractor shall ensure all enclosure doors for any Container are closed upon completion of collection.

5.05 **Roll-Off Container and Commercial Compactor Service:**

(a) Contractor shall provide permanent or temporary Roll-off Containers and/or Compactors for special collections of Bulky Waste, Construction Demolition and Debris or Stable Matter when requested by Commercial and/or Industrial Units in accordance with individual agreements with the Generators. Contractor agrees to provide all Roll-off Container and/or Compactor services at the service rates, disposal charges, delivery fees and taxes set forth within the City's Master Fee Schedule, as same may be adjusted annually in accordance with the terms and provisions of the Contract. In addition, a standard administration fee will be assessed by the Contractor to each invoice as identified in the Master Fee Schedule.
(b) Commercial Roll-off Container and/or Compactor customers shall contact and contract directly with Contractor for Roll-off Container and Commercial Compactor services. The City agrees to direct any and all requests for Commercial Roll-Off Containers and Compacter service to Contractor. Contractor shall directly bill all Commercial Roll-off Container and Compactor services to the Customers with monthly reports submitted to the City.

5.06 **City Facilities:**

Contractor shall collect at no cost to the City all Refuse generated by City facilities and placed for collection at identified locations. The City agrees that the number of locations and facilities for

which services are provided free of charge shall not exceed twenty-five (25) in any given year. The collection schedule for services provided at no charge for City facilities shall be mutually agreed upon by the City and Contractor.

5.07 **Community Service:**

Contractor will provide donated special collection services for important community events as determined by the City including, but not limited to:

(a) German Heritage Festival
(b) Tomball High School Booster Club Crawfish Boil
(c) Rotary Fish Fry
(d) Rails & Tails
(e) July 4th Celebration
(f) Zomball
(g) Food Truck Festival
(h) German Heritage Christmas Festival
(i) Tomball FFA Project
(j) Tomball Clean-Up Week
(k) Tomball Consolidated Recycling Day

5.08 **Disaster Management Plan:**

The Scope of Work under this Contract includes the collection and disposal of an increased volume resulting from a state of emergency (as determined by the City) including natural disaster, hurricane, tornado, flood, ice storm, or fire.

(a) Resources. Contractor shall, at City's request, provide additional vehicles, equipment and personnel for removal of rubbish, garbage and debris resulting from a City-determined state of emergency, natural disaster, hurricane, tornado, flood, ice storm, or fire. If the provision of such additional resources requires Contractor to engage any subcontractors, the City will reimburse Contractor for the additional cost of engaging any such subcontractors, subject to the prior approval of the City of the engagement of such subcontractors. The City acknowledges and agrees that Contractor shall not be in breach of its obligations under this Section 5.08 if the City elects not to authorize and approve the engagement of any such subcontractors.
(b) Emergency Plan. Contractor shall provide to the City within 60 days after execution of this Contract an Emergency Plan of Action that shall include response time and emergency phone numbers for Contractors office and key personnel. The Plan shall be updated at least once per year and no later than February of each year. Contractor shall meet with City personnel no later than 24 hours following a state of emergency (as determined by the City) to develop an Emergency Implementation Plan. Work outlined in the Emergency Implementation Plan will commence as stated in the Emergency Implementation Plan.
(c) The City, at its discretion, may contract with additional vendors in order to remove storm related debris in the event severe damage requires additional assistance or Contractor cannot provide the needed services.

ARTICLE VI
CUSTOMER SERVICE

6.01 **Customer Service:**

(a) Customer complaints shall be directed by the Customer to the City, and the City shall then direct such complaints to the Contractor. Contractor shall have one (1) hour to acknowledge receipt of all requests from the City and shall have 24 hours to resolve any and all issues or requests.
(b) Contractor shall arrange for collection on the next business day after receipt of a missed collection complaint (Saturday shall be considered a business day for the resolution of

missed Friday pickups and Monday shall be considered a business day for the resolution of missed pickups on Saturday). If the missed pickup is a result of Customer related acts or omissions, the Contractor shall take appropriate action to cause such Customer to subsequently properly set out such Waste or other appropriate corrective action and shall notify the City of such action.

(c) Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution.

(d) Contractor shall have service personnel meet with the Utility Billing Supervisor at least twice per month, or as needed to resolve open complaints.

6.02 **Damage to Claims Resolution:**

Contractor shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees, agents or subcontractors.

6.03 **Failure to Remedy Complaints:**

Failure to remedy the cause of the complaint as provided for in the paragraphs above shall be considered a breach of the Contract, provided Contractor has been given a reasonable opportunity to address and cure the complaint.

6.04 **Customer Grievances:**

The Contractor will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in meetings with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick- up, and/or other deficiency in service or a need for special service. The decision of the City shall be final and binding.

6.05 **Customer Notifications:**

The City will coordinate with the Contractor and approve all necessary communications with residential customers including but not limited to route changes, holiday schedules, promotion of mulching and composting to reduce waste, etc.

6.06 **Due Diligence:**

(a) Contractor shall exercise the utmost care and diligence in the performance of the work required by the Contract. Every effort must be made to prevent spillage during the collection process. However, in the event that Solid Waste is spilled, the Contractor shall immediately clean up the material before leaving the location of the spillage.

(b) Contractor shall be solely responsible for all damages to Containers and property resulting from Contractor's actions or omissions.

6.07 **Newsworthy and Emergency Notifications:**

During the term of the Contract, there may be activities or circumstances, positive or negative, involving the Contractor's business that could be newsworthy. Likewise, the Contractor or Contractor's employees could be involved in a motor vehicle accident or an environmental accident. The Contractor must contact the City Manager or his designee immediately and no later than four (4) hours in the event of one of the following: any news coverage or sudden event that

could impact the service the Contractor provides to the City; any news coverage or sudden event that could initiate citizen phone calls to the City; an environmental emergency or incident, including spills, that involves the Contractor, a related business of the Contractor, or a Contractor's employee; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; property damages which occurred while providing services under the Contract.

ARTILE VII
COLLECTION EQUIPMENT

7.01 **Vehicles:**

Contractor shall provide and maintain a fleet of collection vehicles sufficient in number and capacity to efficiently perform the collection of Waste Materials as required by this Contract. Vehicles shall:

(a) be in good operating order and, other than vehicles used for Roll-off Containers and/or Commercial Compactors, not older than five (5) years or year model 2014 or newer;
(b) at no time shall a vehicle be used for collection that is older than ten (10) years, other than vehicles used for Roll-off Containers and/or Commercial Compactors;
(c) be maintained in a clean, sanitary, workmanlike manner (including, maintaining seals on the hoppers to minimize liquids escaping the vehicle during collection and transport) with the interior of the cab free of clutter;
(d) be clearly identified with the Contractor's name (or assumed name, i.e. its "d/b/a" name), address, and phone number of Contractor's local office, posted on each cab door of the vehicle and such other place required by applicable state regulations;
(e) display all applicable vehicle inspection stickers issued pursuant to State law. Notwithstanding the fact that a vehicle is displaying a valid and current inspection sticker, City may at any time inspect and require Contractor to bring a vehicle into compliance with state requirements for condition and operation of the vehicle's tires and equipment if it is determined the equipment or tires would not pass a state inspection. Such inspection by City shall be conducted in a manner that does not unreasonably interfere with Contractor's operations;
(f) be equipped with GPS for monitoring and available to City upon immediate request;
(g) be equipped with two-way communication devices, so that the Contractor's staff and the driver may communicate during route collection; and
(h) be equipped with a shovel and broom to be used for collection of spilled Waste Material.

7.02 **Inventory of Equipment:**

Contractor shall furnish to City an inventory of all equipment and vehicles to be used pursuant to this Contract. Contractor shall provide City an updated list not later than ten (10) business days after Contractor adds and/or deletes a vehicle or piece of equipment that is being used in the City unless the addition or deletion is only for a temporary period to allow for the repair of a vehicle or piece of equipment that is on the inventory that has been temporarily removed from service. City has the right to request an annual report of all equipment or inventory in use within the City Limits.

7.03 **Replacement Vehicles:**

Contractor must have the ability to access temporary replacement equipment and vehicles in order to be able to maintain a consistent level of collection services as required by this Contract. Contractor agrees, upon request, to provide City with its action plan with respect to temporary vehicles and disaster clean-up resources.

7.04 **Office:**

Contractor shall maintain a local office or such other facilities, no farther than ten (10) miles from City limits, through which it can be contacted by direct visit.

7.05 **Phone Contact Number:**

Contractor shall maintain telephones with a local phone number or toll free number that is answered at Contractor's local office by a responsible person in charge as well as adequate employee's available to answer such calls on regular collection days, as follows: (i) Monday through Friday between 7:30 A.M. and 5:30 P.M. Central Time; and (ii) Saturday between 8:00 A.M. and 2:00 P.M. Central Time. Contractor shall provide an informative recording answering frequently asked question for incoming customer callers which shall be available during all hours.

7.06 **Hauling:**

All Waste Material hauled by Contractor shall be so contained, tied or enclosed in such a manner that leaking, spilling or blowing is minimized.

7.07 **Cost for Disposal at Disposal Site:**

Contractor shall dispose of Waste Material collected pursuant to this Contract at Contractor's sole cost, at a Type I Municipal Waste Landfill permitted by the TCEQ to receive the Solid Waste Material. Contractor acknowledges and agrees that the Annual Contract Fee for each Contract year, as set forth in Section 9.01, is inclusive of all charges to City related to disposal of Solid Waste Material, Recycling Material, Brush and Bulky Waste, if any, collected from Residential Commercial and Industrial Units and municipal operations as set forth in Sections 1.01(a) and (b) at a Municipal Waste Landfill. For purposes of this Section 7.07, "Contract Year" means the twelve (12) month period beginning each October 1st and ending on the last day of September occurring during the Term of this Contract, beginning October 1, 2019.

7.08 **Point of Contact:**

All dealings, contacts, etc., between Contractor and City shall be directed by Contractor to City's point of contact, and, by City to Contractor's District Manager, Operations Manager, or Municipal Manager. Until notified otherwise, City's point of contact shall be the Contract Administrator or Designee.

7.09 **Litter or Spillage:**

Contractor shall not litter premises in the process of making collections. In the event of spillage by Contractor, Contractor will be responsible for cleanup of any spills including, but not limited to, garbage, fuel, oil, and other fluids from Contractor's vehicles or resulting from the collection of Waste Material.

7.10 **Contractor's Employee's**:

Contractor's officers, employees, or agents assigned to perform collection services to Residential Customers pursuant to this Contract shall:

(a) at all times when collecting Waste Materials and/or Recyclable Materials, wear uniforms and carry identification identifying themselves as employees of the Contractor;
(b) possess at all times the appropriate State of Texas operator's license for the vehicle being operated when driving any vehicles used in connection with the performance of this Contract;
(c) never identify themselves, or in any way represent themselves, as being employees or agents of City; and

(d) not possess or consume alcoholic beverages or controlled substances while on duty or in the course of performing duties under this Contract, and Contractor shall maintain and enforce a policy consistent with this prohibition and supply the City a copy of the Policy.

ARTICLE VIII
LIQUIDATED DAMAGES

8.01 **Liquidated Damages:**

In no event shall Contractor be liable for Liquidated Damages unless such failure is caused by the Contractor. The City may charge Liquidated Damages on a monthly basis in connection with this Contract and shall, at the end of each month during the term of this Contract, notify the Contractor in writing of the dollar amount of Liquidated Damages assessed for such month, if any.

In the event the Contractor wishes to contest any Liquidated Damages assessed, the Contractor may request in writing a meeting with the City Manager or his designee to attempt to resolve the issue. The Contractor will be notified of the City Manager or Designees decision in writing within ten (10) days after the meeting. If the Contractor and City do not agree with the decision made by the City Manager or Designee, the Contractor shall have an additional ten (10) days to respond in writing and request an additional meeting to discuss the decision and present additional justification. The City Manager shall notify the Contractor in writing of any action taken with respect to the Contractor's claims and payment shall be made within 30 days.

Nothing contained herein shall be deemed to waive any other rights or remedies available to Contractor under this Contract or otherwise at law if Contractor disagrees with the City's assessment of Liquidated Damages.

8.02 **Summary of Liquidated Damages:**

(a) Missed collection: $25 per missed collection in excess of two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by the Contractor as Excluded Waste, and the Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street during the day of the complaint.
(b) Missed residential unit block: $250 per incident for the Contractor failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) consecutive residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by the Contractor as Excluded Waste and the Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on the block during the day of the complaint.
(c) Missed Commercial Collection: $100 per missed collection in excess of two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by the Contractor as Excluded Waste, and the Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street during the day of the complaint.
(d) Commencement of residential collection prior to 7:00 a.m., or operating within the City after 7:00 p.m. except as expressly permitted: $250 per route per occurrence.
(e) Failure to complete a majority (50%) of the collections on a given day: $1,500 each incident.
(f) Failure to maintain a vehicle and/or Container in a manner consistent with the Contract: $100 each incident.
(g) Failure to clean up spilled Garbage, Refuse, or Recyclables, resulting from loading and/or transporting, within two (2) hours of notification: $100.00 for each incident.

(h) Failure to address complaints within one business day: $100 for each incident.
(i) Failure to resolve complaint from City or Customer: $500 for each incident.
(j) Failure to submit an accurate Monthly or Annual report in the specified format, as required by the contract: $250 per report per week delinquent.
(k) Contractor combining recyclable materials with MSW: $1,000 each incident (after investigation).
(l) Failure to leave a notice for Excluded Waste: $100 each incident.
(m) Inability to begin performing services on or after the commencement date: $3,000 per calendar day.
(n) Failure to provide correct invoice information to the City: $500 per invoice.
(o) Failure to provide correct invoice information to direct bill customers for Roll-Off and Compactors: $500 per invoice.
(p) Failure to return carts to Collection Location following service: $50.00 per incident where three (3) consecutive residential units on one side of a street between cross streets, or an entire cul-de-sac report incorrect placement.
(q) Failure to secure enclosure doors after collection: $100 per incident.
(r) Failure to deliver requested containers within five (5) calendar days for residential collection: $100 per incident.
(s) Failure to deliver requested containers within five (5) calendar days for commercial collection: $1,000 per incident.
(t) Failure to respond with acknowledgement of request or complaints within one (1) hour: $100 per incident.
(u) Failure to submit billing to City by 20th business day of the month: $250 per incident.

ARTICLE IX
ANNUAL RATES

9.01 **Rates:**

Contractor is authorized to charge, and shall receive from the City (collectively, the "Base Rates") as provided in Exhibit A.

9.02 **Billing:**

The City shall provide billing and bill collection services for Residential Units and Commercial/ Industrial Units excluding Roll-Off Containers and Compactors during the term of this Contract. Contractor shall provide billing and bill collection services to Commercial/ Industrial Units for Roll-Off Containers and Compactors.

By the 10th business day of the month, the City shall provide Contractor the number of Residential Units and Commercial and/or Industrial Units for which collection services were provided by the Contractor. Then, Contractor shall submit to the City by the 20th business day of the month, an invoice setting forth sums due by the City to Contractor for services rendered under this Contract. The City shall remit to Contractor payment for such services within thirty (30) business days after receipt of the invoice. Contractor shall provide to the City, on a monthly basis, a report showing the billings to all Commercial/ Industrial Units for the prior month, including the services rendered, and the rate for such service.

Contractor shall provide City copies of all direct billing invoices for Roll-Off Container and Compactors by the 20th business day of the month, setting forth sums due to the Contractor in accordance with Council approved Master Fee Schedule. Direct billing invoices shall contain customer information, the services rendered, and the rate for such service.

The City shall notify Contractor in writing of any Residential Unit or Commercial/ Industrial Customer that has failed to pay the City for waste collection services, and Contractor, upon written direction from City, shall cease servicing such delinquent Customer until notified by the City. Contractor shall have the right to cease servicing any Commercial/ Industrial Unit that is delinquent in payment. Contractor shall notify the City within 14 business days of intent to cease service for any Customer that is delinquent in payment to the Contractor.

Contractor's rate of compensation shall be determined based upon the unit prices stipulated in Contractors Rates, in Exhibit A attached hereto. Within thirty (30) days of the City's receipt of invoice and any supporting data requested by the City, the City will remit payment to Contractor subject to the conditions of this Contract and Contractor's compliance with the terms of this Contract. Any such payments by the City shall be reduced by such amounts as the City may otherwise withhold or retain as provided by the Contract.

9.03 **Modification of Rates:**

The unit prices specified in Contractors Rates, see attached Exhibit A, shall not be subject to change during the first year of the term hereof. The Contract Rates constitute the total compensation payable to Contractor for services performed pursuant to the Contract Documents.

Base Rate adjustments for changes in the (i) CPI (Consumer Price Index) and (ii) Fuel Index, as defined below, will be considered by the City no more than once per year during the term of the Contract, during the month of October of each Contract Year. Contractor shall submit a request for an Annual Base Rate Adjustment by June 1st of each year (the "Adjustment Period"). The Contractor must receive approval from the City for such Base Rate increases, which approval shall not be unreasonably withheld.

Contractor's request for an adjustment in the Base Rates for increases in the CPI and the Fuel Index shall be calculated as follows:

(a) Contractor shall first calculate the percentage of change in the Consumer Price Index, Houston, Texas; All Items Less Energy; Base Period 1982-84=100, Not Seasonally Adjusted, published by the United States Bureau of Labor Statistics, Consumer Price Index (the "CPI") between the published final June CPI index of the then current year and the published final June CPI index of the immediately preceding year (the "CPI Component");

(b) Contractor shall also calculate the percentage of change in the cost of diesel fuel during the prior 12 month period, using the weekly average price of diesel fuel, as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On-Highway Diesel Prices for the Gulf Coast, published on the last Monday of each May of the Contract Year ("Fuel Index"). The EIA/DOE currently publishes these prices on their website at the following location: http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp. Contractor shall calculate the percentage of change in the price of diesel fuel between:
    a. the average price of diesel fuel from the aforesaid website published for the last Monday of April of the then immediately prior year (the "Initial Fuel Base"); and
    b. the average price of diesel fuel from the aforesaid website for the 52 weeks period immediately prior to the last Monday of April of the current year (the average being calculated by adding together the weekly fuel price for each of the 52 prior weeks, divided by 52) (the "Current Fuel Base"). The percentage change in the Initial Fuel Base and Current Fuel Base shall be multiplied by 13%, and the product thereof shall be the "Fuel Adjustment Component"; and

(c) The CPI Component and the Fuel Adjustment Component shall be added together and then multiplied by the then current Base Rate to determine the adjustment in the Base Rate commencing October 1 of the current Contract Year, such adjustment shall not exceed five percent (5%) in any given year, nor shall the adjustment be adjusted downward from the then

current rate(s) in place. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%).

9.04 **Responsibility for Initiation of Modification of Rates:**

It is the responsibility of the Contractor to initiate any and all upward rate modifications and the responsibility of the City to initiate any downward rate modifications. In order to initiate any rate modification, the requesting party shall send to the other party the following information:

(a) The applicable index value at the commencement of the Adjustment Period;
(b) The applicable index value at the end of the Adjustment Period;
(c) The net percentage change in the index; and
(d) The increase or decrease in the Contractor's Rates that which may be charged by Contractor. Changes in rates, either increases or decreases, will become effective as of October 1st of such year.

9.05 **Approval of Modification of Rates:**

The City shall present all Modification Request to City Council within two (2) weeks following the receipt of the information required by Article 9.05. Each party agrees to provide to the other party all documentation and information reasonably requested to justify the proposed rate increase or decrease. Any increase or decrease must be approved by the City Council at a regularly scheduled council meeting.

9.06 **Regulatory Rate Adjustment:**

The Contractor may petition the City at any time for additional payment rate adjustments on the basis of certain unusual changes in the cost of operations. These include new or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on Waste Materials generated by any Customers receiving services under this Contract. The increase per month shall be calculated using the annual reported waste generation data per Residential Unit and Commercial/ Industrial Unit in the City. The City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates.

ARTICLE X
TRANSITION AND PUBLIC EDUCATION ACTIVITIES

10.01 **Customer Notification:**

(a) In an effort to inform and educate Residential Customers regarding Contractor's commencement of services pursuant to this Contract, Contractor shall, at Contractor's expense, distribute a professionally prepared brochure to each Residential Customer at least one (1) time approximately one (1) month prior to the commencement of Waste Material and Recyclable Material collection by Contractor. Such brochure shall, at a minimum, describe the upcoming changes in the collection services of Waste Material and Recyclable Material; the date Contractor will start providing such services; and any other relevant information necessary to enhance community education. Contractor shall also provide to City a sufficient number of additional copies of the brochure to allow City to make available to people requesting information. Contractor shall also coordinate with and supply any and all information reasonably requested by Contract Administrator or Designee to facilitate City's efforts to notify Customers of this transition.
(b) In an effort to inform and educate Commercial/ Industrial Customers regarding the Contractor's commencement of services pursuant to this Contract, Contractor shall visit each Commercial/Industrial Unit to evaluate current service for size and frequency of collection in order to determine the most efficient service for each individual unit. Visits will also include

identification of Collection Location for poly-carts and bins/dumpsters not contained in an enclosure.

10.02 **Education Campaign:**

Annually, on January 1 of each year of the agreement, Contractor shall provide to the City a check in the amount of $5,000 to assist the City with a comprehensive community education program regarding Waste collection and Recyclables to promote optimum participation in the recycling program.

ARTICLE XI
COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all applicable laws. Contractor expressly understands and agrees that nothing in this Contract shall be construed in any manner as limiting the right of City to pass or enforce necessary police and health regulations for the protection of its residents and businesses. Contractor further understands and agrees that, if City notifies Contractor that Contractor or one of its officers, agents, employees, contractors, or subcontractors in violation of any Applicable law, Contractor shall immediately cease, or direct the cessation of, such activity and correct such violation.

ARTICLE XII
CITY'S REPRESENTATIONS AND WARRANTIES

City hereby makes the following representations and warranties to, and for the benefit of, Contractor:

(a) City is a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Texas, with full legal right, power, and authority to enter into and perform its obligations under this Contract;
(b) To the best of its knowledge, information and belief, City has duly authorized the execution and delivery of this Contract and this Contract constitutes a legal, valid, and binding obligation of City that is enforceable against City according to its terms;
(c) To the best of City's knowledge, information, investigation or belief, no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality is pending against City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the obligations, undertakings and transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract or any other agreement or instrument entered into by City in connection with the obligations, undertakings, transactions contemplated hereby; and
(d) To the best of City's knowledge, information, investigation or belief, as of the Effective Date, City has the legal right and authority to grant this exclusive franchise and shall defend, and use reasonable efforts to uphold this Contract, and the City's right to adopt and/or enforce this exclusive franchise if the City's right to adopt and/or enforce this exclusive franchise or enter into this Contract is ever challenged, litigated, or disputed during the term of the Contract. City acknowledges that this is an essential term of the Contract that Contractor is relying upon in entering into the Contract. Contractor's sole and exclusive remedy with respect to a determination after the Effective Date that City legal rights and authority as set forth in this paragraph (d) is not accurate shall be as set forth in Section 21.05, below.

Article XIII
NON-DISCRIMINATION

In the provision of services hereunder or the performance of this Contract, Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the company covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the contractor is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

Article XIV
INDEMNITY

14.01 The Contractor is solely responsible for and shall defend, indemnify, and hold City (or any of City's representatives or employees), free and harmless from and against any and all claims, liabilities, demands, losses, damages, costs or expense to all persons (including but not limited to reasonable attorneys' fees) arising out of resulting from or occurring in connection with the performance of the work that is (i) attributable to any bodily or personal injury, sickness, diseases or death of any person or any damage or injury to or destruction of real or personal property (other than the work itself) including the loss of use thereof, and (ii) caused in whole or in part by any negligent, strict liability or other act or omission of Contractor, any subcontractor or supplier, their respective agents or employees or any other party for whom any of them may be liable regardless of whether such is caused in part by the negligent, strict liability or other act or omission of a party or parties indemnified hereunder, provided that the contributory negligence of any such party or parties seeking indemnification hereunder shall determine the scope of Contractor's indemnification obligations hereunder.
Said indemnity and hold harmless agreement shall also apply to claims arising from accidents to Contractor, its agents or employees, whether occasioned by Contractor or its employees or by any other person or persons.

14.02 **Street Damages**:

Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, thoroughfares, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment. Notwithstanding the foregoing or any other provision of this Contract, the City represents to Contractor that the streets, roadways, alleys, parking lots, paved areas and any other surface that Contractor is required to use to provide the collection services contemplated by this Contract are sufficient to withstand the full-loaded tear weights of the Contractor's service vehicles. Accordingly, Contractor shall not be responsible for normal wear and tear of public rights of way, regular maintenance of such rights of way or otherwise resulting from Contractor's due to performance of the services under this Contract; unless and solely to the extent that any such damage is caused by Contractor's negligent acts or omissions or for accidents for which the Contractor is determined to be at fault. Substantiation of cause shall be determined by mutual agreement of the City and Contractor. At no time shall Contractor, its subcontractors, or their respective employees operate a vehicle in the City's Limits that:

(a) loaded to the extent that the load exceeds the weight allowed by law for the rating of said vehicle; or
(b) loaded to the extent that the combined weight of the load and vehicle exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling, if such street, alley, or bridge has received a weight limitation rating.

Contractor shall, no later than forty-five (45) days following written demand, reimburse City for all costs related to City's repair of damages determined by mutual agreement to be Contractor's responsibility pursuant to this Section 14.02.

Article XV
INSURANCE

15.01 The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amount, as may be necessary to protect itself and the interest of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the City prior to starting any work under this Contract. The certificates shall state that 30 days advance written notice will be given to the City before any policy covered thereby is changed or canceled. The Contractor shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc. All insurance providers used to meet the requirements of this section must have an A.M. Best rating of "A" or better and be authorized to conduct business in the State of Texas.

15.02 **Workers Compensation Insurance Coverage:**

Contractor shall maintain statutory Workers' Compensation in accordance with statutory required limits and Employers' Liability.

15.03 **Comprehensive Automobile Liability:**

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	$1,000,000/person
Bodily Injury.....	$1,000,000/occurrence
Property Damage ...	$1,000,000/occurrence

The insurance shall be of the occurrence type and name the City as an additional insured. There shall be no deductible due from the City for any claim as an additional insured.

15.04 **Comprehensive General Liability:**

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or subcontractors. In addition, this policy shall specifically ensure the contractual liability assumed by the Contractor under the article entitled DEFENSE OF SUITS. To the extent that the Contractor's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, the collapse of buildings, or damage to underground property.

The liability limits shall not be less than:

Bodily Injury	$1,000,000/person
Bodily Injury.....	$1,000,000/occurrence
Property Damage	$1,000,000/occurrence
Property Damage …..	$2,000,000/aggregate

The insurance shall be of the occurrence type and name the City as an additional insured. There shall be no deductible due from the City for any claim as an additional insured.

ARTICLE XVI
Defense of Suits

If any action in court is brought against the City, or any officer or agent of the City, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things under this Contract; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the Contractor shall indemnify and save harmless the City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

ARTICLE VXII
PERFORMANCE BOND

Contractor shall deliver to City a Performance Bond in the amount of 100% of the annual value of the Contract executed by a good and sufficient corporate surety eligible to conduct business in Texas, and conditioned that Contractor shall well, truly and faithfully perform its obligations under this Contract and shall satisfy all claims and demands of any kind incurred under the Contract, including, but not limited to, the payment of all amounts owed by the Contractor to the City or landfills, used by Contractor for the disposal of Waste Materials pursuant to this Contract, and the Contractor shall fully indemnify and save harmless the City from all costs and damage which the City may suffer by Contractor's failure to pay such amounts owed, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any such payment default, then the obligation shall be void; otherwise, to remain in full force and effect. Said performance bond will be renewed annually for the term of the Contract. The performance bond shall be in a form reasonably acceptable to the City. Contractor shall pay any and all premiums for the bond. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to the City on an annual basis for the duration of the Contract.

ARTICLE XVIII
FORCE MAJEURE

Any failure or delay in performance under this Contract due to contingencies beyond a Party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected Party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

ARTICLE XIX
ASSIGNMENT OF CONTRACT

Neither Party shall assign this Contract in its entirety without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract upon written notice, but without the City's consent, to its

parent companies or any of their subsidiaries or to any person or entity who purchases any operations from Contractor, but only so long as such person or entity agrees to assume all of Contractor's obligations and liabilities regarding the performace of this Contract. In addition, Contractor may make a collateral assignment of this Contract to any lender as security for a loan made by lender to Contractor without the consent of City.

ARTICLE XX
TITLE TO WASTE MATERIAL

Title to Waste Materials and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the Customer, Generator or depositor of such waste and shall at no time pass to Contractor or City.

ARTICLE XXI
TERMINATION OF CONTRACT

21.01 **Termination by Default:**

If City notifies Contractor of a failure of Contractor to perform a material provision of this Contract and Contractor has failed to cure such failure on or before the 30th day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from City, City may terminate this Contract by delivery of written notice to Contractor. Upon such termination under this Section 21.01, in the event such termination occurs during the Initial Term, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, if applicable, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the Initial Term. Except for such right during the Initial Term, following any such termination, neither Party shall have any further obligation under this Contract other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.

21.02 **Termination for Insolvency, Bankruptcy, Assignment to Creditors:**

City may, without further notice, terminate this Contract immediately if the Contractor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; (iii) makes a general assignments or sale of its assets or business for the benefit of creditors if Contractor ceases providing the collection of Waste Materials pursuant to this Contract and Contractor (if Contractor is a debtor-in-possession) or the trustee of the bankruptcy estate fails to ratify and continue performance of this Contract within the required period set forth in the Bankruptcy Code.

21.03 **Mutual Agreement:**

In the event City and Contractor mutually agree, this Contract may be terminated on the terms and date specified in writing not less than 12 months from the date of such mutual agreement.

21.04 **Compliance with Federal Immigration Laws:**

Contractor agrees at all times to comply with Federal Immigration laws with respect to employment and to make available during Contractor's regular business hours, on request of the City, documentation verifying an employee's authorization to be employed by an employee in the United States. Contractor agrees to verify current and future employee's status by utilizing the E-Verify internet-based system as operated by the United States Department of Homeland Security, including I-9 verification.

21.05 **Right of Contractor to Terminate:**

If City is temporarily or permanently enjoined by a court of competent jurisdiction from entering this Contract or otherwise granting to Contractor an exclusive contract and franchise for the collection services to be provided herein, or an amendment to State law makes this Contract unlawful to the extent that the Contract grants an exclusive contractual right to Contractor, Contractor may, upon not less than (60) days prior written notice to City:

(a) terminate this Contract, in which case Contractor shall refund to City any installment of the Annual Contract Fee paid prorated for the remaining portion of the month after the date of termination; or
(b) continue to perform the services pursuant to this Contract, in which case the Parties will negotiate in good faith an equitable adjustment in the Annual Contract Fee.

Following any termination pursuant to this Section 21.05, neither Party shall have any further obligation under this Contract other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.

21.06 **Termination for Non-Appropriation of Funds:**

Contractor acknowledges and understands that City is prohibited by law from entering contractual obligations for the expenditure of funds beyond the current fiscal year. City may, upon written notice to Contractor, terminate this Contract on any September 30th occurring during the Term of this Contract if City fails to appropriate funds in City's Annual Budget for the immediately following fiscal year commencing on October 1st for the purpose of providing residential solid waste collection services to Residential and Commercial/Industrial Customers. This Contract is not, and shall not be construed as:

(a) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or
(b) an obligation creating a pledge of, or a lien on, City's tax or general revenues resulting in the creation of a debt.

ARTICLE XXII
CONTRACTOR'S PROPERTY

All containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property.

ARTICLE XXIII
RECORD KEEPING / RIGHT TO INSPECT

Contractor shall maintain records generated pursuant to services rendered in accordance with the Contract for a period of at least four (4) years after submission of the last accounting report date on which services were rendered. City retains the right, upon prior notice to Contractor and during normal business hours, to examine, inspect, audit, and copy, regardless of location, any and all documents, records, files, data, and information generated or utilized by the Contractor in the performance of the Contract. City may request periodic reports pursuant to services rendered pursuant to this Contract. Such reports must be provided in a reasonable and timely manner, but in no case later than fifteen (15) business days following receipt of the request unless the request specifies a later deadline.

ARTICLE XXIV
REPORTING

The Contractor shall provide the reports or notifications set forth in Article XXV and XXVI, to the City Manager or his designee in addition to daily reports. If not established by an outside authority, report formats will be mutually agreed to by the Contractor and the City.

ARTICLE XXV
MONTHLY REPORTS

Complete and accurate Monthly Reports must be submitted to the Contract Administrator or designee in a format acceptable to the City on or before the 20th of each month during the term of the Contract.

Such reports shall include address, route information, rates, tonnage collected, and any other fee based information, as agreed upon is the Base Rates (Exhibit A) .

Monthly reports must also clearly indicate changes to service levels and category (recycling/MSW); container size; container type and frequency of service. All information provided in the reports becomes the property of the City. The City shall have the right to use the data for whatever purposes it deems appropriate.

Monthly Reports must be submitted for the following:

(a) Residential

(b) Commercial/ Industrial

(c) Roll-Off Containers

(d) Compactors

Monthly Reports must contain the following information:

(a) Customer Name;

(b) Customer Address;

(c) Unit type/ Service provided;

(d) Monthly tonnages (volume) or each trip tonnage;

(e) Residential Special Collections;

(f) Disaster Debris by event, when applicable;

(g) Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring during the quarter while providing services under the Contract;

(h) Summary of property damage claims or personal injury claims received by the Contractor as a result of providing services under the Contract;

(i) Customer complaints received by Contractor arranged and listed by category, including date, address complainant, nature of complaint and resolution; and

(j) Changes in the Contractor's compliance history.

Contractor shall submit invoices, call logs and tonnage reports.

Article XXVI
ANNUAL REPORTS

A complete and accurate Annual Report, summarizing the past twelve month's total activity reflected in the Monthly Reports must be submitted to the City Manager or his designee in a format acceptable to the City on or before January 31 of each year.

Article XXVII
MISCELLANEOUS TERMS

27.01 **Use of Affiliates or Subcontractors:** Contractor shall not subcontract any part of its responsibility under this Contract without the approval of the City. All work performed for Contractor by a subcontractor will be performed in accordance with the Contract documents, and the rights of the City shall be perserved and protected so that subcontracting of the work under the Contract will not prejudice those rights.

The Obligations of the Contractor pursuant to the Contract documents are not to be transferred, or assigned to any person or organization without the express written consent of the City. In the event of any such assignment, the assignee shall comply with any conditions that the City may reasonably require. Any such assignment shall not relieve or excuse Contractor from responsibility for performance to the City in the event the assignee does not fully perform all work and other obligations of Contractor under the Contract.

27.02 **Confidentiality Regarding Waste Material:** Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.

27.03 **Binding Effect:** This Contract shall be binding upon and inure solely to the benefit of the Parties and their permitted assigns.

27.04 **Severability:** If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

27.05 **No Waiver for Delay:** The failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.

27.06 **Governing Law; Venue:** This Contract shall be interpreted and governed by the laws of the State of Texas. Venue for any suit between City and Contractor arising from or related to this Contract shall be in a state district court in Harris County, Texas.

27.07 **Entire Agreement; Amendments:** This Contract sets forth the entire agreement of the Parties and supersedes all prior agreements, whether written or oral, that exist between the Parties regarding the subject matter of this Contract. All provisions of this Contract shall be substantially complied with and conformed to by the Parties, and no amendment to this Contract shall be made except upon written consent of the Parties. No amendment shall be construed to release either Party from any obligation under this Contract except as specifically provided for in such written amendment executed by the Parties.

27.08 **Mediation:** The Parties hereto agree that prior to filing suit with respect to any dispute between the Parties arising from or related to this Contract to submit the dispute to mediation, with the cost of said mediation to be split evenly by the Parties.

27.09 **Attorneys Fees:** If any litigation is commenced under this Contract, the successful Party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable

attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

27.10 **Notice:** Except for notices provided in accordance with termination of this Contract pursuant to Article XXI, above, which must be mailed certified mail, return receipt requested, any notice required or permitted to be delivered hereunder may be sent by first class mail, hand delivery, or overnight courier to the address specified below, or to such other Party or address as either Party may designate in writing, and, if not hand delivered shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:	If intended for Contractor, to:
City of Tomball, Texas 401 Market Street Tomball, Texas 77375	Waste Corporation of Texas, L.P. 7213 East Mount Houston Road Houston, Texas 77050
With copy to:	With copy to:
_Contract Administrator_____	District Manager_____

27.11 **Incorporation of Proposal and RFP:**

The Proposal (Exhibit B) submitted in response to the Request for Proposals (Exhibit C) for Solid Waste Services are hereby expressly incorporated herein by reference. To the extent of any conflict between or among the language and provisions of this Contract, the Proposal, and the RFP, the priority of documents with respect to resolving such conflict shall be this Contract, then the RFP, then the Proposal.

27.12 **Proposal Representations:**

Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations set forth in the Proposal and agrees that the representations made by Contractor in the Proposal are true and correct in all material respects as of the time of signing of this Contract.

(Signatures on Following Page)

AGREED AND SIGNED by the authorized representatives of the Parties hereto on the dates indicated below.

ATTEST:

_____
Doris Speer, City Secretary

City of Tomball, Texas

BY: _____
Robert S. Hauck, City Manager

Date:_____, 2019

APPROVED AS TO FORM:

_____
Loren Smith, City Attorney

Contractor: **Waste Corporation of Texas, L.P.**,

By:
_____

Name:_____

Title:_____

Date: _____, 2019

EXHIBIT A
CONTRACTOR RATES

Contractor is required to provide, deliver and maintain all Containers for Solid Waste and/ or Recycling for Residential, Commercial and/ or Industrial Units as identified in Exhibit A.

EXHIBIT B
CONTRACTORS PROPOSAL

Contractor's proposal submitted in response to the Request for Proposals for Solid Waste Services (RFP 2019-01) dated March 27, 2019.

EXHIBIT C
REQUEST FOR PROPOSAL

City's public solicitation for Proposals for Solid Waste Services.

EXHIBIT A - CONTRACTOR RATES

WCA	Regular Rate
Residential Bag Collection	$12.97
Residential Poly Cart Collection (Base Rate Plus Rental Fees)	$12.97
95 Gallon MSW Cart	$1.25
95 Gallon Recycling Cart	$1.25
Rate for 95 Gallon MSW & Recycling Cart	$2.50
65 Gallon MSW Cart	$1.25
65 Gallon Recycling Cart	$1.25
Rate for 65 Gallon MSW & Recycling Cart	$2.50

Special Collection of Unusual Accumulations

Service Fee	$25.00
Disposal Cost per yard	$14.83

Disaster Management Rates

Rate per hour for Labor	$125.00
Rate per hour for related equipment	$275.00
Disposal Cost per Ton	Gate Rate

Small Commercial with Cart

1 collection per week for MSW	$20.57
2 collections per week for MSW	$23.74
Additional cart	$1.25
Weekly Recycling Collection **(Monthly Flat Fee)**	$7.22
Cart Replacement MSW or Recycling	$70.00

Front Load Container Rates

Size	Frequenc	Rate per month
2 Yard	1	$62.00
Damage Waiver Fee	per day	$0.35
3 Yard	1	$75.00
3 Yard	2	$119.00
3 Yard	3	$180.00
3 Yard	4	$225.00
3 Yard	5	$281.00
3 Yard	6	$337.00
3 Yard Additional Container	1	$69
3 Yard Additional Container	2	$109

3 Yard Additional Container	3	$166
3 Yard Additional Container	4	$207
3 Yard Additional Container	5	$259
3 Yard Additional Container	6	$310
Damage Waiver Fee	per day	$0.35
4 Yard	1	$81.00
4 Yard	2	$129.00
4 Yard	3	$193.00
4 Yard	4	$242.00
4 Yard	5	$302.00
4 Yard	6	$363.00
4 Yard Additional Container	1	$75
4 Yard Additional Container	2	$119
4 Yard Additional Container	3	$178
4 Yard Additional Container	4	$223
4 Yard Additional Container	5	$278
4 Yard Additional Container	6	$334
Damage Waiver Fee	per day	$0.35
6 Yard	1	$105.00
6 Yard	2	$165.00
6 Yard	3	$249.00
6 Yard	4	$311.00
6 Yard	5	$389.00
6 Yard	6	$465.00
6 Yard Additional Container	1	$97
6 Yard Additional Container	2	$152
6 Yard Additional Container	3	$229
6 Yard Additional Container	4	$286
6 Yard Additional Container	5	$358
6 Yard Additional Container	6	$428
Damage Waiver Fee	per day	$0.45
8 Yard	1	$112.00
8 Yard	2	$203.00
8 Yard	3	$268.00
8 Yard	4	$328.00
8 Yard	5	$413.00
8 Yard	6	$496.00
8 Yard Additional Container	1	$103
8 Yard Additional Container	2	$187
8 Yard Additional Container	3	$247
8 Yard Additional Container	4	$302

8 Yard Additional Container	5	$380
8 Yard Additional Container	6	$456
Damage Waiver Fee	per day	$0.45
Casters	$75.00	one time fee
Locks	$75.00	one time fee
Additional Collection	$65.00	per collection
Exchange Charge	$50.00	per exchange

Temporary or Permanent Roll Off Pricing

Size	Delivery	Daily Rental Rate	Hauling Rate	Trip Charge	Damage Waiver Fee (per day)
20 Yard	$100.00	$4.83	$156.00	$120.00	$2.70
30 Yard	$100.00	$4.83	$166.00	$120.00	$2.70
40 Yard	$100.00	$4.83	$176.00	$120.00	$2.70

Self-Contained & Stationary Compactor (standard pricing for all sizes)

Hauling Rate	Disposal Rate/Ton	Trip Charge
$200.00	$30.08	$120.00

Administrative Fee	$5.50

Past Performance and Experience

WCA Company History (questions 1-2)

WCA was founded in Houston, Texas in 1998, its corporate headquarters is in Houston, and it maintains a team of experienced, knowledgeable and dedicated Houston-area staff. As of January 1, 2019, WCA is providing services to over 600,000 residential, 75,000 commercial / industrial customers and 5,000 landfill / recycle material station customers. With over 1000 employees, (approximately 300 in Houston and the surrounding area), WCA owns and operates 21 landfills, 26 transfer stations, 2 material recovery stations and 35 collection facilities in 12 states.



WCA strives to be a leader in the solid waste industry and holds itself to the highest environmental and ethical standards. The WCA management team is committed to creating a company culture where employees understand and respect the value of protecting the environment and is driving forward new initiatives such as Compressed Natural Gas fueled trucks to reduce its carbon footprint. Across the broad spectrum of WCA landfills, transfer stations and hauling centers, the company has implemented many specific projects internally to ensure we live up to the high sustainability standards we have set as a company. For example, in the Fort Bend Regional Landfill, the 1,200 acres that exist on the south portion of Davis Estate Road include our Wetlands project which encompasses 31 acres of mitigated wetlands. The property has not had any excavation performed on it and also includes two beautiful lakes. Our facility in Brockton, MA utilizes rail transport which drastically reduces our carbon footprint compared to truck use. At our Landfill in Fostoria, OH, we voluntarily installed a gas collection system under a Beneficial Use permit which greatly lowers our emissions and has the potential to create energy in the future. WCA takes pride in giving back to the communities it serves, and has been instrumental in recovery and community assistance efforts following major events such as Tropical Storm Allison, Hurricanes Ike and Katrina, and tornados in Joplin, Missouri and Moore, Oklahoma.

Having been publicly listed since 2004, WCA was taken private by Macquarie Infrastructure and Real Assets (MIRA) in 2012. MIRA is a global leader in infrastructure and real asset management with over $90 billion of assets under management across 24 countries. MIRA invests with a long-term outlook, and has a reputation for sophisticated asset management, seeking to increase the strength and efficiency of its businesses through careful investment. MIRA has invested in 140 infrastructure assets globally since its formation, is two times larger than the next-largest peer for infrastructure investment, and has developed a successful track record of investing in 7 waste and waste-to-energy assets globally (including WCA) since first investing in 2007.

- References for Existing Communities (question 3)

City of La Porte
Mr. David Mick
Public Works Director
2963 North 23rd St
La Porte, Texas 77571
PH: 281-471-9650
Email: mickd@laportetx.gov
Services: 700 Commercial Containers
Contract Exp: November 1, 2021
Approximately $900k Annually

City of Spring Valley Village
Ms. Julie Robinson
City Administrator
1025 Campbell Road
Houston, TX 77055-7495
Ph: 713-465-8308
Email: jrobinson@springvalleytx.com
Servicing 1400 Homes
Contract Exp: September 1, 2021
Approximately $320k Annually

City of Tomball
Mr. David Esquivel
Director of Public Works
501 James Street
Tomball, TX 77375
Ph: 281-290-1415
Email: desquivel@tomballtx.gov
Servicing 2300 Homes
Contract Exp: October 1, 2019
Approximately $480k Annually

City of Jersey Village
Mr. Austin Bleess
Director of Public Works
16501 Jersey Drive
Jersey Village, TX 77040
PH: 713-466-2102
Email: ableess@ci.jersey-village.tx.us
Servicing 2100 Homes
Contract Exp: October 1, 2021
Approximately $400k Annually

City of Missouri City
Mr. Bill Atkinson
Assistant City Manager
1522 Texas Pkwy
Missouri City, Texas 77489
Ph: 281-435-2745
Email: batkinson@missouricitytx.gov
Servicing 24,000 Homes
Contract Exp: January 1, 2023
Approximately $3.9 Million Annually

4. No

5. No

6. The operations of Waste Corporation of Texas, L.P. operations consist of 3 collection operations, 4 landfills and 1 transfer station, which serve over 200,000 customers. These operations include approximately 250 vehicles operating on roadways and thoroughfares on most days of the year. Despite WCA's excellent safety record, our vehicles are occasionally involved in vehicular accidents, which usually result in minor property damage to the vehicles involved or minimal injury and are resolved without litigation. Some of those incidents result in litigation, all of which have been resolved through our commercial and automobile insurance programs and policies. Currently, there are three pending

lawsuits arising from vehicular accidents in which Waste Corporation of Texas is a named defendant, name of which are material and which WCA believes will be favorably resolved.

7. Proposer acknowledges as provided in the RFP.

8. Manbro: Temporary employees (residential helpers)

9. Manbro: Aurelio Alonzo
3729 Topping St
Houston, Texas 77093

WCA Waste Corporation
Management's Discussion & Analysis
For the Twelve Months Ended December 31, 2018

Overview

We are a vertically integrated, non-hazardous solid waste management company providing solid waste collection, transfer, processing, recycling, and disposal services in ten states. As of December 31, 2018, we served approximately 675,000 commercial, industrial and residential collection customers and 5,000 landfill and transfer station customers in Alabama, Arkansas, Colorado, Florida, Kansas, Kentucky, Missouri, New Mexico, Oklahoma, Tennessee and Texas. As of December 31, 2018, we owned and/or operated 21 landfills, 35 collection operations, 26 transfer stations, and 2 materials recovery facilities (MRFs). Of these facilities, three transfer stations and two landfills are fully permitted, but not developed, and one transfer station is idle. Additionally, we operate, but do not own, five of the transfer stations.

We closed three key acquisitions during the third quarter of 2018. On July 2, 2018, we acquired Freedom Waste Services, LLC and Jones Sanitation, LLC, consisting of three hauling operations, three transfer stations and one MSW landfill in the state of Kentucky for a purchase price of $42.3 million (the Kentucky Acquisition). On August 20, 2018, we acquired Sunshine Recycling, Inc. consisting of two hauling operations in the state of Florida for a purchase price of $19.2 million (the Florida Acquisition). On September 2, 2018, we acquired Global Waste Services consisting of one hauling operation and one materials recovery facility in the state of Texas for a purchase price of $28.4 million (the Texas Acquisition).

Revenue

During the twelve months ended December 31, 2018, our Revenue was $357.3 million, which represents a 7.0% increase over Revenue of $333.9 million during the same period in 2017. Total revenue growth of 7.0% consisted of 5.7% or $19.0 million from yield; 5.7% or $18.9 million from acquisitions; and 0.6% or $2.0 million of increased Fuel Fees. These increases were partially offset by negative volume growth of (4.1%) or ($13.7) million and negative recycling growth (0.5%) or ($1.6) million due to decreased commodity rates and volume. The negative volume growth was attributed to declines in our residential line-of-business driven by the shedding of lower margin business in Texas and Kansas City and the unfavorable year-over-year impact of hurricane-related volume in 2017.

Cost of Services

During the twelve months ended December 31, 2018, our Cost of Services was $241.9 million, which represents a 10.2% increase over Cost of Services of $219.6 million, during the same period in 2017. The increase of $23.2 million was primarily due to increased Operating Labor ($7.4 million), Fuel Expense ($4.5 million), Disposal and Hauling ($3.5 million), Vehicle/Equipment Operating ($1.9 million), Payroll Taxes & Benefits ($1.6 million), Landfill Site Expense ($1.6 million), and Insurance and Safety ($1.1 million). These increases were primarily associated with revenue and acquisition growth and acquisition-related expenses of $3.1 million when compared to 2018. Landfill site costs reflect an increase in solidification material associated with increased industrial waste volume and higher leachate costs in Arkansas and Texas. Insurance and Safety reflects increases in both premiums and retention.

Selling, General and Administrative

During the twelve months ended December 31, 2018, our General and Administrative costs were $49.9 million, which represents 14.0% of revenue during this period. This was an increase from $43.6 million or 13.1% of revenue in 2017. The increase was driven by non-recurring acquisition-related expenses of approximately $1.6 million, restructuring charges of $1.0 million and a $1.8 million increase in legal fees.

In December 2018, the Company restructured its operations by eliminating the regional layer of management and oversight. The District-level operations now report directly to Corporate, resulting in a more efficient structure. The restructuring resulted in a charge of $1.0 million consisting of severance and other employee termination benefits, all of which will be paid by the end of the first quarter of 2019. In December 2018. The company recorded a charge associated with an agreed-upon settlement of a legal matter and related legal fees ($1.8 million). The settlement will be funded in 2019.

Liquidity and Capital Resources

On April 17, 2018, we closed on a debt transaction, which (i) reduced our Term Loan B spread from 275 basis points to 250 points, (ii) added $100 million to our Term Loan B, (iii) reduced our Revolver spread from 300 basis points to 275 basis points and (iv) extended the maturity of our Revolver from August 2019 to February 2023. Proceeds of the transaction were used to fund our 2018 acquisitions.

As of December 31, 2018, our total outstanding Long-Term Debt less discount and debt issuance costs was approximately $444.9 million, including $5.7 million in Current Maturities. The Long-Term Debt primarily consisted of $392.5 million in a Term Loan B, of which $4.0 million is current; $6.5 million in Equipment Financing, of which $0.8 million is current; and $0.9 million of other current debt, consisting primarily of swing line borrowings. Additionally, as of December 31, 2018, we had an outstanding balance of $49.0 million under the Revolving Credit Facility with $8.6 million in Letters of Credit that serve as collateral for insurance claims, leaving $67.4 million in available capacity under the facility. With $6.4 million of cash on hand at December 31, 2018, our total capacity was approximately $73.8 million.

Proposal Form 3-B - Certification of Disposal Facility

Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer or authorized representative of the disposal facility.

I acknowledge that Hardy Road Transfer Station (Name of Firm/Facility) shall be responsible for disposing Municipal Waste collected by WCA Waste Corporation the Contractor under the City of Tomball Contract.

I understand and agree that the City of Tomball shares no risk, expense for the disposal of the materials delivered by the Contractor

I certify that the disposal system of Hardy Road Transfer Station (Name of Firm/Facility) is permitted to accept municipal solid waste under the operating permit issued by the State of Texas, # 1598.

I certify that the disposal facility of Hardy Road Transfer Station (Name of Firm/Facility) has sufficient capacity to receive and dispose of, all municipal solid waste collected on a daily, weekly, monthly and annual basis under the City of Tomball Contract.

I agree that the City of Tomball may visit and inspect Hardy Road Transfer Station (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box: ☑Corporation☐Partnership☐Sole Proprietor

Name of Firm	Phone
Waste Connections Management Services, Inc.	281-443-1456
Address	Fax
18784 E. Hardy Rd., Houston, TX 77073	281-446-1949
Type or Print Name and Title	Attest:
Kyle Gilroy - District Controller	
Signature	Date:
	3/25/2019

Proposal Form 3-A - Certification of Recycling Facility

Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer or authorized representative of the recycling facility.

I acknowledge that INDEPENDENT TEXAS RECYCLERS (Name of Firm/Facility) shall be responsible for processing Recyclables collected by WCA the Contractor under the City Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that the City shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of INDEPENDENT TEXAS RECYCLERS (Name of Firm/Facility) is capable of accepting the following materials for single-stream recycling: newspaper and inserts, aluminum cans, and plastic containers # 1,2,3,4,5 & 7; and processing the Recyclables to the degree necessary to be marketable. I certify that the processing system of INDEPENDENT TEXAS RECYCLERS (Name of Firm/Facility) has sufficient capacity to receive, process, and store all materials collected in one week.

I agree that the City may visit and inspect INDEPENDENT TEXAS RECYCLERS (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box: ☒Corporation☐Partnership☐Sole Proprietor

Name of Firm	Phone
INDEPENDENT TEXAS RECYCLERS	832-333-3300
Address	Fax
6810 IRVINGTON BLVD	832-333-3303
Type or Print Name and Title	Attest:
DEAN GORBY PRESIDENT	
Signature	Date:
Dean Gorby	3-25-19

Facilities

- **Disposal Facility**
  Waste Connections Transfer Station — 21.2 Miles from Public Works
  18784 E Hardy Rd
  Houston, TX 77073

- **Recycle Facility**
  Independent Texas Recyclers — 30.8 Miles from Public Works
  6810 Irvington Blvd.
  Houston, TX 77022
  Phone: 832-333-3303

- **Brush/Bulky Facility**
  Waste Connections Transfer Station — 21.2 Miles from Public Works
  18784 E Hardy Rd
  Houston, TX 77073

Experience of Personnel

- Personnel in key positions: North Hauling Org Chart
  - District Manager - Lance Butler (resume attached)
  - Municipal Manager - Trevor Royal (resume attached)
  - Site Manager - Oberlin Leal (resume attached)
  - Maintenance Manager - Keith Rowald (resume attached)
  - Commercial/Rolloff Supervisor - Lori Hernandez (resume attached)
  - Residential Supervisors - Katie Brozovich & Leroy Hollins (resume attached)
  - Dispatch Supervisor - David Hand (resume attached)
- Point of Contact:
  - The designated contact is Lance Butler, Lance has ultimate responsibility for the Contract.
- Designated Contact Information:
  - 7213 E Mt Houston Rd, Houston, Tx 77050
  - Direct- 832-456-1433
  - Cell- 214-724-4017
  - lbutler@wcamerica.com
  - Positions are posted both internally & externally. Phone interviews are conducted to narrow the candidate pool then selected candidates are interviewed face-to-face.
- Categories of Employees:
  - Management (7) On call 24/7
  - Drivers (10) 12 hours, 5 days/week
  - Mechanics (7) 12 hours, 5 days/week
  - Clerical (2) 10 hours, 5 days/week
  - Helpers (8) 12 hours, 5 days/week (mixture of WCA & subcontractor EE's)
- Regional/Centralized Sources:
  - Customer Service Call Center
    - 8515 Highway 6 South, Houston, TX
    - The majority of the communications with the City will be handled by the designated person. Our CSC services all of the Greater Houston Area & provides an additional resource for customers.
  - Centralized Dispatch
    - 7213 E Mt Houston Rd, Houston, Tx
    - Provide support throughout the day for operations personnel
- Screening Mechanisms:
  - We meet all screening criteria prescribed by regulatory agencies.
    - Physicals & drug screens are conducted pre-hire.
    - Physicals are renewed based upon the medical facility but are required to be current by DOT.
    - WCA meets the DOT standards for random drug & alcohol screens.
- Employee/Driver Training Program:

- Employees attend a new hire orientation course then receive on the job training.
- WCA has both Driver Trainers & Driver Mentors that are involved in the training process along with our Supervisors.
- Typical training before release ranges from 6-8 weeks.

- Steps to Inform:
  - WCA has outlined a 150-Day transition plan for the renewal of this contract. It is WCA's intent to meet with City Staff the first week after notification of award is given. The transition plan is thorough and allows for notification of residential, commercial and industrial customers of the changes to come. Please see transition plan for specific details.

Experience of Personnel (continued)

- Personnel in key positions: North Hauling Org Chart
  - District Manager - Lance Butler (resume attached)
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  - 7213 E Mt Houston Rd, Houston, Tx 77050
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Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years.

Please note the Manager and Supervisor who will be assigned to The City of Tomball if your firm is awarded the contract

Name: Lance Butler

Position: District Manager

A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
B. List the individual's industry training and/or certifications attained.
C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste and recyclables, either for a municipality or other government entity.
D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

Lance Butler

Corinth, Texas ◆ 214.724.4017 ◆ lmbutler31@gmail.com

Operations Management

Accomplished operations management professional with track record of new business development, revenue increases, territory management and process improvement. Able to identify and remedy areas of improvement, optimize productivity, and improve customer satisfaction. Works with executive leadership to develop and execute operational initiatives to meet company goals and standards. Provide strategies, guidance and execution on achieving financial and performance goals. Collaborative leader with motivational style that propels performance and sustains accelerated growth.

CORE SKILLS

- Strategic Planning & Execution
- Contract Negotiations
- Customer Relations
- Performance Management
- Financial Forecasting
- Logistics Management
- Business Development
- Change Management
- Safety Program Management

Professional Experience And Accomplishments

WASTE CORPORATION OF AMERICA (WCA) 1/2017- Present

District Manager- Houston, Texas

Lead a team of 7 Managers/Supervisors at two operating locations throughout the Houston area. Develop and implement strategic plans for all areas of the business: sales, operations, fleet & safety. Full P&L accountability for a total of $3 million/month in revenue. Review monthly performance with Senior Leadership Team explaining budgetary variances as well as explanations corrective measures for the future.

- Improved operating margin by 10% by reviewing expenses and developing strategies to manage costs & improve efficiency of frontline employees as measured through Key Performance Indicators (KPI's).
- Played an integral role in the creation of a handbook for operational employees.
- Assisted in the development of numerous standard operating procedures.

WASTE MANAGEMENT 4/1997–2/2016

Senior District Manager-Lewisville, Texas (10/2011–2/2016)

Reported monthly to Director of Operations ("DO") on all areas of performance including: safety, efficiency, employee and key customer relations, and financials. This reporting was comprised of performance vs. goals as well as explanations of variances. Quarterly reporting was done with the Area Vice President and included the same topics as covered with DO. Maintained full strategic planning and P&L accountability of a $3 million/month territory. Direct leadership of Operations and Fleet Departments, and indirect leadership of Sales and Centralized Dispatch. Led a team of 7 managers, 160 hourly employees, and 70 contract workers serving 20,000 Residential, 4,500 Commercial, and 3,500 Industrial customers. Focused on manager accountability and development of best practices involving financial, safety and efficiency concerns, and team coaching and mentoring.

- Improved operating margin 5% by reviewing contract performance against projections when bid. Identified underperforming contracts; negotiated better rates or strategically eliminated contracts.
- Realized 20% reduction in accident and injury rates by establishing a safety incentive program and increased accountability for unsafe behaviors.
- Supported the start-up of a $500,000/month which included the coordination of container delivery, setup of accounts and establishment of service routes while providing status updates to the town officials and staff.
- Enlisted HR group to conduct a wage survey for comparable jobs in the area. Used survey data to secure substantial rate increases for new hires and a salary adjustment to scale for current employees. Contributed to a 15% reduction in employee turnover and increased morale after conducting employee survey and monthly employee communications meetings.

- Achieved the first SDO Certification in the Texas/Oklahoma region. Conducted in-depth analysis of operations to identify areas for process improvements. Formulated data into an action plan; delegated areas of the action plan to managers; and oversaw completion for certification.

Senior District Manager-Walker, Louisiana (11/2008–10/2011)

Full strategic planning and P&L accountability of a territory with $2 million monthly revenue. Led a team serving 20,000 Residential, 3,500 Commercial, and 1,500 Industrial customers. Conducted daily management meetings focused on issues of the day, review of prior day performance concerns; and, provided team coaching and mentoring, as needed.

- Improved operating margin 15% by eliminating underperforming contracts.
- Realized 20% reduction in accident and injury rates by establishing a safety incentive program and increased accountability for unsafe behaviors. Changed focus from the actions taken on incidents to preventing/eliminating bad behaviors before they became an incident. Completed two consecutive quarters accident and injury free, a first for the territory.
- Improved customer satisfaction ~20% and reduced customer churn 10% after implementing a JD Power review process for all surveys with the management team who then reviewed them with frontline employees. Required all managers to complete a minimum of three proactive customer visits per week.

District Manager-Lafayette, Louisiana (3/2003–11/2008)

Full strategic planning and P&L accountability of a territory with $2 million monthly revenue. Direct leadership of Operations and Fleet Departments, and indirect leadership of Sales and Centralized Dispatch. Led a team of 4 managers, 60 hourly employees, and 35 contract workers at 3 locations serving 12,000 Residential, 3,000 Commercial, and 1,500 Industrial customers.

- Improved operating margin 15% by eliminating two underperforming contracts and consolidating the remaining business into one location.
- Sat on the Board of Directors for the Louisiana Open web.com Golf Tournament. This tournament raised and donated nearly $200,000 annually to local charities to further their endeavors.
- Decreased time to fill positions from 45 days to 30 days after collaborating with the recruiting group to pursue different approaches to increase candidate pool. Surveyed candidates to determine where they heard about the company to create a more focused approach.

Operations Manager-Walker, Louisiana (11/1998–3/2003)

Managed site operations with ~$30 million annual revenue and a team of 94 company employees and 20 contract workers collecting and disposal/processing of solid waste and recycling.

- Decreased cart removal activities 50% by increasing the number of customer that remained current while stopping service to delinquent customers.
    - ✓ Created teams to recover carts quarterly from customers in arrears in a subscription market.
    - ✓ Implemented a redelivery fee for customers that came back and renewed service.
    - ✓ Initiated a sticker program that identified customers that were current.
- Provided excellent service by early implementation of a large contract where their current provider cancelled service after not being awarded the bid.
    - ✓ Assessed customer needs to determine if current service levels were appropriate.
    - ✓ Containers were delivered one month early and customer experienced no service interruption.

Route Supervisor-Walker, Louisiana (4/1997–11/1998)

Supervised residential operations, servicing 30,000 customers. Direct reports included 19 drivers and 1 clerical person. Created daily assignments for drivers; checked with drivers throughout the day to ensure completion; reassigned work as needed.

- Increased performance 15% by creating route maps for drivers. Reviewed areas of responsibilities as well as what other drivers bordered their areas. Initiated a lead driver role to assist.

Lance Butler

Page 2 of 2 ◆ Corinth, Texas ◆ 214.724.4017 ◆ lmbutler31@gmail.com

Military Experience

LOUISIANA ARMY NATIONAL GUARD - Monroe, Louisiana — 1987 - 1993
Equipment Operator — Honorable Discharge

Education

UNIVERSITY OF LOUISIANA-MONROE — Bachelor of Arts, General Studies

Technical Skills

Microsoft Office: Microsoft Word, Excel, and PowerPoint

Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years.

Please note the Manager and Supervisor who will be assigned to The City of Tomball if your firm is awarded the contract

Name: Trevor Royal

Position: Municipal Sales Manager

A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
B. List the individual's industry training and/or certifications attained.
C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste and recyclables, either for a municipality or other government entity.
D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

Trevor L. Royal
11023 Honeysuckle Haven Drive
Cypress, Texas 77433
Phone: (832) 819-6278
E-mail: troyal@wcamerica.com

WCA ***Houston, Texas*** ***August 14, 2013 – Present***
Region II Municipal Sales Manager

- In charge of maintaining and growing a 52 Million Dollar residential service business comprised of 667 municipal contracts, (2) Inside Sales Representatives and up to (5) Outside Sales Representatives.
- Establish strategic relationships within local municipalities and offer solution based sells on existing contracts, as well as renewing contracts prior to expiration, in order to maintain a hold on market share.
- Responsible for preparing proformas, and customer retention strategies for the municipal group.
- Exercise judgment in resolving service, billing and pricing issues in an effort to maintain and grow existing customer base across the Region.
- Identify leads, manage prospects and acquire new Residential and Municipal business for Region II.
- Maintain an awareness of market behavior and competitive trends and respond accordingly.
- Develop and maintain a thorough knowledge of the company's available services, lines of business and pricing structures in order to provide the best service to municipalities across the Region.

Pro Star Waste ***Goodrich, Texas*** ***March 27, 2011 – August 1, 2013***
Director of Business Development

- Plan, organize, direct, and control the activities of the sales and support staff to effectively execute sales strategies to increase sales volumes and revenue.
- Develop/implement comprehensive business strategies, along with sales and marketing plan.
- Direct sales staff and administrative personnel including hiring, training and performance management.
- Provide coaching, guidance and assistance to sales personnel in soliciting new customers, preparing bids, and customer retention strategies.
- Pro-actively contact customers to identify changing requirements, or potential problems and resolve accordingly.
- Develop and maintain an awareness of market behavior and competitive trends and respond accordingly.
- Review Customer Service Agreements for terms and conditions, pricing, accuracy, etc..
- Responsible and accountable for achievement of budget and key sales goals

Republic Services, Inc. ***Houston, Texas*** ***June 13, 2007 – March 26, 2011***
Division Manager Municipal Services

- Developed and implemented comprehensive business strategies, marketing plans and infrastructure development supporting the municipal sale team.
    - Created account database for Houston Area Hauling Divisions
    - Led and coached process improvement within the Municipal sale group to increase efficiencies, standardized contracts, price increases and conversions.
- Established strategic relationships within local municipalities and offered solution based sells on existing contracts, as well as renewing contracts prior to expiration, in order to maintain a hold on market share.
- Responsible for preparing bids, and customer retention strategies for the municipal group.
- Exercise judgment in resolving service, billing and pricing issues in an effort to
- Maintain and grow existing customer base.
- Identify leads, manage prospects and acquire new Residential and Municipal business.
- Maintained an awareness of market behavior and competitive trends and respond accordingly.
- Developed and maintained a thorough knowledge of the company's available services, lines of business and pricing structures in order to provide the best service to municipalities in my territory.
- Complete all required Customer Service Agreements, Prospect Management Tool reports and Municipal Monthly Funnel report.

Performance Systems ***Houston, Texas*** ***Sept 13, 2006 – June 12, 2007***
Product Sales Manager (Travel 50%)

- Managed the daily operation of Medi-Burn, a product used as a first response for the treatment of burns.
- Drafted a Business Plan for 2007 highlighting key markets of focus for penetration and performed SWOT Analysis for:
    - Military – Established National Stock Numbers for key items
        - Registered Medi-Burn under Performance Systems CAGE Code
        - Identified Contract Specialists in order to be placed on bidders list
        - Worked with Engineers ensuring Medi-Burns designation as a prime product
    - EMS / Fire – Identified key distributors / trained sales representatives
    - Industrial - Identified key distributors / trained sales representatives
- Face to face visits with distributors to obtain a better understanding of their role within the said market and identified key areas for Medi-Burn implementation.
- Exhibited at trade shows relevant to the target markets for lead generation and market penetration.
- Provided in service training to Doctors, Physicians, and Registered Nurses at various US Burn Centers.

Professional:

Board President – Keep Sugar Land Beautiful
Oyster Creek Rotary Club – Director Community Services
Board Member – Fort Bend Chamber of Commerce
Board Member – Central Fort Bend Chamber Alliance
United States Navy – Aviation Machinist Mate 2nd Class - Nov. 4, 1992 – Jan. 21, 2001

Education:

Bachelor of Business Management
Letourneau University - Houston, TX

Associate of Applied Science, Computer Aided Drafting and Design
ITT-Technical Institute - Houston, TX

Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years.

Please note the Manager and Supervisor who will be assigned to The City of Tomball if your firm is awarded the contract

Name: Oberlin Leal

Position: Site Manager

A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
B. List the individual's industry training and/or certifications attained.
C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste and recyclables, either for a municipality or other government entity.
D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

Oberlin Leal

11707 Parkriver Drive
Houston, TX 77070

832.256.0127
Oberlinleal@yahoo.com

Professional Experience

Site Manager WCA

WCA Waste Corporation – Oct 2015 to Present.

Manage all aspects of the day-to-day operations of the hauling company.

Monitor and ensures compliance with all safety, environmental, operational and equipment maintenance policies.

Responsible for hiring, training, scheduling, performance, discipline and the development of all Site personnel and maintain a positive work environment.

Ensure maximum productivity, density achievement and establish productivity improvement goals where needed

Approve expenses and manage the budget for the hauling company. Assist in the preparation of the annual budget and manage P&L.

Oversee and support good working relations between management and employees.

WCA Waste Corporation
Houston, TX
Operations Supervisor *Aug 2013 to Oct 2015*

- Manage the day-to-day operations of the Residential hauling company.
- Monitor and ensures compliance with all safety, environmental, operational and equipment policies.
- Manage P&L for Residential Division
- Responsible for hiring, training, scheduling, performance, discipline and the development of Operations personnel. Maintain a positive work environment. Ensure maximum productivity, density achievement and establish productivity improvement goals where needed
- Oversee and support good working relations between management and employees
- Conduct weekly safety meetings and conduct accident investigations.

Republic Services **Houston-Brenham, TX**
Operations Manager *March 2005 – January 2013*

- Managed daily operations of the hauling company.
- Implemented operating procedures and ensured "excellence driven" standards are met
- Managed department staff which included: hiring, training, performance management and safety issues and claims
- Interacted with customers and local, state, and federal government employees to resolve customer service concerns and ensure regulatory compliance standards are met
- Ensured maximum productivity and route management systems for commercial, roll off and residential routes and established productivity improvement goals where needed
- Responsible for the adherence to operating standards and the development of supervisory goals and objectives
- Managed labor hours and disposal expenses
- Implemented and maintained an effective loss control and safety program
- Approved expenses and manage P&L budget for Operations, Maintenance and Sales department including approval of purchase orders and vendor pricing
- Approved the payroll of all employees under direct supervision

Operations Supervisor

- Oversee commercial, industrial and residential lines of business for a $7.1M hauling company
- Managed P&L for all lines of business
- Developed work schedules to match staffing levels, labor hours and disposal tons
- Performed administrative and dispatch functions, including reviewing and processing route sheets, time sheets, budget reviews, status reports and payroll responsibilities

- Ensured a safe work place by conducting monthly safety and OSHA compliance safety meetings, in-cab evaluations, as well as investigations for accident and injury claims
- Maintained a frequency rate of zero in 2010 for both AL & WC.
- Reviewed and maintained DQ files, schedule DOT physicals, random drug testing as well as other human resource duties.
- Interface with local municipal leaders.
- Bilingual in Spanish.
- CDL-B

Travis County Department of Transportation & Natural Resources **Austin, TX**
Road Maintenance Supervisor and Dispatcher *June 1991 – March 2005*

- Directed, organized, coordinated and supervised the daily activities of work crews.
- Ensured that safety standards were maintained and that schedules and projects were completed in a timely manner.
- Communicated with commissioner's office to discuss and solved issues relating to constituents.
- Initiated and participated in performance appraisals, coaching, training and counseling of employees, as well as disciplinary actions.

- Provided information to the public and media on routine and emergency situations.
- Coordinated movement of heavy equipment to job sites throughout the county and coordinated requests for utility line locations from service providers.

Hidalgo County Sheriff's Department **Edinburg, TX**
Corrections Officer and Dispatch Supervisor *January 1985 – December 1990*

- Provided supervision and assigned housing for inmates
- Supervised trustee inmates in and outside correctional facility.
- Used teletype system to send messages throughout the United States and to check for criminal backgrounds or warrants of arrest.

CERTIFICATIONS
- Automotive Training Academy
- Nissan Automotive Certified
- OSHA Compliance Training
- Safety Trainer (5Keys to Safe Driving)
- Accident Investigation
- Environmental Compliance

EDUCATION
Edcouch – Elsa High School 1982
Sul Ross State University, Alpine TX 1984

Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years.

Please note the Manager and Supervisor who will be assigned to The City of Tomball if your firm is awarded the contract

Name: Keith Rowald

Position: Maintenance Manager

A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
B. List the individual's industry training and/or certifications attained.
C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste and recyclables, either for a municipality or other government entity.
D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

Keith A. Rowald

15602 Ripplewind Lane

Houston, Texas 77068

(281)866-9071 (Home) (281)222-4298 (Cell) Email: keithsusanr81@gmail.com

Summary

- Thirty five years of maintaining various types of automotive and industrial equipment. Experience includes sales, customer contact, account maintenance, staff supervision, budget analysis, monthly repair & maintenance budgeting, developing specifications for equipment, actual repair experience, and customer service.
- Actively seeking a long term career opportunity that offers challenge, stability and personal growth.

Experience

Feb 2019 to Present **WCA,** Houston, Texas

Solid waste and recycling

North District Maintenance Manager

- Manage performance of multiple shop locations in the WCA North Houston District
- Work with supervisors to ensure sound business and maintenance practices
- Work with operations group to ensure proper vehicle availability to service customers

Feb 2011 to June 2018 **Mustang Caterpillar**, Houston, Texas

Full service Caterpillar distributor for Southeast Texas.

Product Support Manager

- Second level dealer representative for Caterpillar truck dealers in Southeast Texas, including contractual concerns.
- Second level dealer representative for Caterpillar marine dealers in Southeast Texas, including contractual concerns.
- Address warranty administration and claims processing issues and conflicts.
- Conduct regular calls on marine and truck dealers to maintain positive relationships and address any needs that may arise.
- Conduct regular calls on Mustang customers to ensure quality repairs and to maintain positive relationships.

- Conduct regular calls on Mustang parts customers to maintain positive relationships.
- Staff and train repair shop to meet OEM and industry standards
- Staff and train parts department to meet OEM and industry standards
- Full Profit and Loss responsibility for the location.
- Directed staff of 6 support personnel and 21 technicians including Human Resources issues as required.
- Supervised change of business model from truck repair to engine repair. (Caterpillar engines from 2.2L to 3500 series)

Feb 2010 to Dec 2010 **Sweeten Truck Center**, Houston, Texas

Full service Volvo truck dealer for greater Houston area. (Now Vanguard owned)

Service Manager

- Customer service liaison during maintenance or repair process, providing estimates on needed repairs and parts utilizing both warranty and industry standards.
- Conducted regular call on customers and fleet owners to maintain positive relationships and address any needs they may have.
- Supervise and coordinate work flow to minimize customer downtime.
- Establish relationships with customer, factory representatives, and vendors to ensure prompt, accurate response to problems.
- Primary point of contact in resolution of all service issues, both internal and external.
- Staff and train repair shop to meet OEM and industry standards.
- Directed staff of one foreman, a service advisor, and 11 skilled technicians including Human Resources issues as required.
- Perform quality spot checks and audits of workmanship. All major jobs audited to ensure quality of all jobs completed.

2004 to Feb 2010 **Houston Freightliner,** Houston, Texas

Houston based Freightliner, Western Star and Sterling truck dealer

Service Coordinator/Shop Foreman

- Customer service liaison during maintenance or repair process, providing estimates on needed parts and repairs. Staff of 25 to 30 technicians in 24/7 operation.
- Supervise and coordinate work flow to minimize customer downtime. Including assignment and planning of job steps for dispatching.
- Establish relationships with customers and vendors to ensure prompt, accurate response to problems.
- Processed daily time slips to ensure accurate accounting and billing of technician time.
- Performed quality checks of workmanship during and after job completion.

2003 to 2004 **Southwest Fleet,** Houston, Texas

Independent truck service – (partner retired and other partner downsized)

Service Manager

- Customer service liaison during the maintenance and repair process, providing estimates on needed repairs and parts
- Supervise and coordinate work flow to minimize customer downtime.
- Establish relationships with customers and vendors to ensure prompt, accurate response to problems.

1996 to 2003 **International Trucks of Houston,** Houston, Texas

Service Manager (Hempstead location), **Assistant Service Manager** (Houston)

- Customer service liaison during maintenance or repair process, providing estimates on repairs and parts.
- Supervise and coordinate work flow to minimize customer downtime.
- Manage entire budgetary planning and execution process.
- Develop customer base from new startup facility to expected million dollar labor sale per year shop.
- Develop and present various programs designed for specific customers.

1993 to 1996 **Conway Southern Express,** Houston, Texas

Field Maintenance Manager

- Ensure minimum of 95% equipment availability for 24 hour operation
- Audit repair records and equipment to maintain integrity of maintenance program.
- Educate vendors and company personnel in the latest innovations in maintenance and safety procedures.
- Establish vendor relationships to ensure competitive pricing, cost control, and fair resolution to conflicts.
- Staffed, equipped, and opened 3 company shops within 7 months.

1990 to 1993 **International Trucks of Houston,** Houston, Texas

Assistant Service Manager, Technician

- Customer liaison during repair and maintenance process, providing estimates on needed repairs and parts.
- Supervise and coordinate work flow to minimize customer downtime.
- Contact and develop business relationships with prospective customers.

- Effectively diagnose and repair customer vehicles.
- Drafted and implemented necessary vehicle structural or electrical modifications in order to install equipment required by customers.

1990 **Lane Freight Systems**, Houston, Texas

Maintenance Manager

- Develop monthly vehicle maintenance budget
- Develop and implement functional tire maintenance and tracking system
- Implemented parts inventory and tracking system based on usage and pricing.
- Implemented mileage tracking and maintenance history system to ensure DOT compliance.

1983 to 1990 **Pepsi Cola Bottling Group,** Conroe, Texas

Fleet Shop Foreman, Technician

- Scheduled and coordinated repairs on all types of vehicles and equipment within budgetary guidelines.
- Establish and maintain vehicle maintenance budget and records.
- Assist other departments in driver and operator training.
- Participated in specification of new equipment of all types.

Education

Bachelor of Applied Science – 1994

Our Lady of the Lake University – San Antonio, Texas

Associate of Applied Science – Automotive Technology – 1984

San Jacinto College – Pasadena, Texas

Certification and Technical Training

Commercial Driver's License, Class AM with TPN endorsements

ASE certifications: Master Automotive Technician, Master Heavy Duty Truck Technician, Refrigeration certification

Cummins Engine Company: L10 Diesel engine training

Caterpillar: PEEC, 3176, Failure analysis training

Navistar International: Drive Train Diagnosis, EZ Tech electronic diagnosis.

Navistar/Caterpillar (Joint program) – ProStar Electronics Program, National Finalist in Rodeo competition.

Isuzu of North America: Diesel Model and Impulse training

Ford Motor Company – EEC IV ignition system, Automatic Overdrive transmission, Vibration isolation, Medium and Heavy Truck Brake and electrical systems

Chrysler Motors – Computer Command Ignition system training.

Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years.

Please note the Manager and Supervisor who will be assigned to The City of Tomball if your firm is awarded the contract

Name: Lori Hernandez

Position: Commercial Route Supervisor

A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
B. List the individual's industry training and/or certifications attained.
C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste and recyclables, either for a municipality or other government entity.
D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

Lori J. Hernandez

22215 Vobe Court | Katy, TX 77449 | 602-527-1645 | lori_hernandez@rocketmail.com

EXPERIENCE

OPERATIONS SUPERVISOR | WCA WASTE CORPORATION | FEBRUARY 2018 – PRESENT

Primary focus on identification of potential operational efficiencies and implementation of new processes to improve performance. Assigned work activities and projects by site manager. Develop working knowledge of day-to-day hauling operations including but not limited to route auditing, analysis and improvement recommendations, safety rules and practices and the function and role of intra-company departments as it pertains to this business and long term goals (HR, finance/accounting, and customer service). Position used to foster strong succession plan and help prepare for front line management roles.

- Supervise and direct approximately 125 Residential/Commercial drivers and helpers.
- Responsible for the knowledge, development, and progressive understanding and expertise in route planning, auditing, analysis, improvement and related logistics systems.
- Rode along with WCA drivers on routes to identify container conditions, weight and size, time, accessibility, and risk on customer sites.
- Analyzed the effectiveness of route sequencing, customer count integrity, and customer data to increase route efficiency.
- Worked with all departments to identify improvements that aided in helping a route improve both efficiency and profitability. Departments included Customer Service, Billing, Fleet, Operations, and Sales, as well as fellow Route Managers.
- Developed a working knowledge of WCA's operations, general business practices and applications (e.g. Safety, Efficiency, Human Resources, Customer Service, TRUX, Finance and Accounting and Financial Planning.) Built a comprehensive understanding of how these functions contribute to the daily and long term success of the employees and the company.
- Utilized close interaction with frontline employees to reinforce the understanding and dedication to WCA's Safety Program and identification of potential safety hazards.
- Attended driver safety meetings to promote a positive working relationship among all employees.
- Reviewed customer account information for accuracy.
- Completes and submits daily, weekly and monthly reports as directed.
- Enhanced organization's reputation by accepting ownership for accomplishing new and different requests; explored opportunities to add value to job accomplishments.

ROUTE SUPERVISOR/LEAD INSPECTOR | CITY OF GLENDALE | MARCH 2013 – SEPTEMBER 2017

Accompanied Solid Waste Inspectors (refuse/recycle inspection) in the field and completed daily tasks such as completing tagging and tracking. Entry of tags into tracking system. Plans daily driver routes and oversees assignment of work orders. Dispatches rolloff drivers for daily container drop off and pick up Assists Lead Solid Waste Management Inspector with receiving and investigating complaints regarding sanitation service, recycling service, or unsanitary conditions in residences, streets, alleys, parkways, businesses and adjacent areas and assigns work orders as needed. Performs follow up with residents. Explains services provided, rules and regulations regarding sanitation service, recycling service, proper use, care, and placement of containers. Resolve related complaints. Assists in inspecting sanitation and recycling routes for violations of established rules and regulations. Monitors, documents, and enforces refuse and recycling collection.

- Supervise and direct Commercial and Residential drivers.
- Assists the work of the sanitation inspectors including planning and training. Provides information on collection schedules, container placement and related items to developers of new subdivisions and new residents, current residents, contractors, architects and others.
- Assists in conducting public education and outreach programs.
- Meets with crews to discuss problems and complaints and accompanies inspectors on routes.
- Assists with planning and holding safety meetings. Assists with maintaining inspection records, preparing route maps, creating and preparing activity reports, and delivering supplies to crews.
- Maintains master list of current and previous customers and 90-gallon container locations. Maintains current 90-gallon container inventory list.
- Assist with creating and preparing statistical reports on container usage, community participation in recycling, enforcement problems, and other related matters. Delivers notices to sanitation and recycling customers and assists substitute drivers with route information.
- Plan and develop refuse and recycling collection schedules and routes in new areas. Assists with coordinating special events such as the Household Hazardous Waste Program and alley closures. Determines and places store orders, delivery, and retrieval of containers.
- Tracks tonnage and hours worked. Operate a two-way radio to receive and dispatch information. Operate assigned city vehicles.
- Read blueprints, site plans, and maps for routing purposes. Updates changes, maps, address corrections, and related information.
- Assist with delivery of 90-gallon containers to residents and to residents purchasing additional containers. Assists with making minor repair to containers. Provides customer service, procedural guidance, and general information to other city employees and vendors
- . Provides customer service to solid waste customers by identifying customer's needs, clarifying information, researching issues, and providing solutions, alternatives, and/or escalation as necessary. Completes all other duties as assigned.

CORRECTIONAL OFFICER II | TEXAS DEPT. OF CRIMINAL JUSTICE EASTHAM UNIT | OCTOBER 2010 – JANUARY 2013

Correctional duties to include the supervision, custody, treatment, and training of inmates confined in a correctional facility. Duties performed under the supervision of higher ranking staff and in accordance with operating procedures and policies of the assigned facility. Control ingress/egress and offender movement. Preform daily count and location of offenders. Preform cell/bunk searches. Prepare activity logs and other reports as assigned.

Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years.

Please note the Manager and Supervisor who will be assigned to The City of Tomball if your firm is awarded the contract

Name: Katie Brozovich

Position: Residential Route Supervisor

A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
B. List the individual's industry training and/or certifications attained.
C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste and recyclables, either for a municipality or other government entity.
D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

Katie D. Brozovich

832-607-8119 – brozovich.katie@yahoo.com
24145 Panther Bend Court #908 The Woodlands, TX 77389

SUMMARY

A highly motivated professional with 17 years of experience in training, managing and supervising personnel. Always work to the highest standards demanded of the organizations; passionate about quality, safety and customer satisfaction.

CORE COMPETENCIES

SAP	AS400	All Microsoft programs
SABRE	Customer service	Audits
OSHA 10, 30, 501 & 511	American Heart Association (AHA) certified	

EDUCATION

1999-2000 Pellissippi Community College, Knoxville, Tennessee USA
Business Management

2000-2001 Roane State Community College, Oak Ridge, Tennessee USA
Business Management

2012-2014 Ashford University, Houston, TX USA
Occupational Health & Safety

EXPERIENCE

WCA – Houston, Texas **2018 - 2019**
Route Auditor Supervisor

The Route Supervisor primarily focus on the identification of potential operational efficiencies and implementation of new processes to improve performance. The duties and responsibilities are under the direction and supervision of the Site Manager. Through the assignment of work activities and projects, will develop a working knowledge of the WCA day-to-day hauling operations including but not limited to route auditing, analysis and improvement recommendations, safety rules and practices and the function and role of intra-company departments as it pertains to this business and long term goals (HR, Finance/Accounting, and Customer Service). The position will be used to foster strong succession plan and help prepare for frontline management roles.

Cintas Corporation – Houston, Texas **2015 – 2018**
Training & Compliance Instructor

Facilitated training courses and instruction on OSHA, First Aid, CPR and other safety topics. Scheduled training sessions and upsold safety and first aid products to our training customers. Worked with the service team to ensure customer satisfaction and OSHA compliance.

Cintas Corporation – Houston, Texas **2013 – 2015**
National Account Manager – Remote

Pioneered the first remote National Account Manager, specializing in account management, sales and inventory management. Served as a liaison between Cintas' largest oil & gas customers, sales and all business units. Managed business relationships with our customers to ensure accurate and timely program implementation, successfully executed marketing strategies that increased growth, profitability, penetration and retention of the customer.

Cintas Corporation – Houston, Texas **2011 – 2013**
Executive Administrative Assistant

Worked directly with the Vice President of FAS/FIRE sales and the Vice President of SW/SC Rental sales. Monitored the sales of multiple locations in TRAX & Cintergy. Prepared materials for service manager colleges, Power Point booklets, quizzes, answer keys and final exams. Audited and approved expense reports for FIRE's Regional Business Director, General Director, Vice President and FAS sales managers. Updated succession plans for document management, first aid, safety sales managers and FIRE Regional Business Director. Coordinated annual sales, RBS and sales director meetings.

Cintas Corporation – Houston, Texas **2008 – 2011**
Office Lead

Coordinated and conducted HSE monthly training. Trained all new partners on Cintas safety program. Managed all safety binders, implemented training activities with partners. Achieved Corporate Audit Champion title by passing an internal corporate audit with an 84%. Mentored and coached other branches on internal corporate and safety audits. Scheduled and coordinated reroutes and customer shredding services. Member of the regional leadership team, appointed by Regional Business Director to complete all orientation for new partners hired (reviewed benefits, policies, safety training and new hire paperwork).

Cintas Corporation – Houston, Texas **2006 – 2008**
Office Administrator

Responsible for accounts receivables/payables, purchasing and customer service.

Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years.

Please note the Manager and Supervisor who will be assigned to The City of Tomball if your firm is awarded the contract

Name: Leroy Hollins

Position: Residential Route Supervisor

A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
B. List the individual's industry training and/or certifications attained.
C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste and recyclables, either for a municipality or other government entity.
D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

Leroy Hollins, Jr

13118 Candlewood Glen Ln, Houston, TX 77014
kdlservices1@hotmail.com

Summary of Qualifications

Effective leader with proven ability to juggle multiple high priority tasks as an Operations Supervisor at Waste Corp of America. Known for leading a team of 60 to 100 employees while meeting challenging deadlines and produce results above client and employer expectations. Currently seeking a position with an opportunity for professional challenges, which will enhance my professional skills and build a long-term career with an opportunity for professional growth.

Professional Experience

Waste Corp of America, Tomball, TX
Operations Supervisor 2017 – Present

- Assign and supervise work crews operating solid waste collection equipment.
- Monitor progress of daily operations, reassign employees and make route changes as necessary.
- Conduct safety meetings and audits.
- Maintain employee files.
- Responsible for Dispatch Department.
- Issue progressive disciplinary action as necessary.
- Conduct field inspections of route crews to ensure proper work procedures.
- Receive and review customer complaints regarding collection programs.
- Perform quarterly reviews of all drivers.

BFI/Allied Waste/Republic Services, Houston, TX
Operations Manager (1979 – 2011) 2013 – 2017

- Managed the daily planning, coordination and supervision of 60 -100 staff members.
- Ensured strict compliance with company safety standards.
- Responsible for all site equipment maintenance programs
- Conducted all safety meetings.
- Conducted site safcty and cquipment training activities.
- Attended multiple continuing education courses.

KDL Services
Owner and Operator 2011 - 2013

- Loaded, transported and delivered items to clients or business in a safe and timely manner.
- Reviewed orders before and after delivery to ensure that orders and charges were correct.
- Provided excellent customer service, answered questions and handled complaints from clients.
- Adhered to assigned routes and followed time schedules
- Abided by all transportation laws and maintained a safe driving record.
- Prepared reports and other documents related to deliveries
- Operated equipment and machines such as trucks and forklifts.

Education

North Harris County Community College, Houston, Tx — May, 1986

Mangham High School, Mangham, LA — May, 1976
Medical Billing and Coding

Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years.

Please note the Manager and Supervisor who will be assigned to The City of Tomball if your firm is awarded the contract

Name: David Hand

Position: Dispatch Supervisor

A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
B. List the individual's industry training and/or certifications attained.
C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste and recyclables, either for a municipality or other government entity.
D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

David A. Hand Jr

314 Hereford Rd Brookshire TX 77423

Email: daveahandjr@gmail.com

Phone (281) 610-1282

Summary

Analytical, detail oriented individual with proven ability to lead, communicate and organize through substantial change, sales, public relations, public administration and economic development. I have strong leadership and consensus-building skills along with an ability to motivate. Exceptional interpersonal top notch verbal and written communication. A passion for Team Work is essential. (Energy) self-motivation.

Skills

Communication, Ability to work under pressure, Decision Making, Time Management, Conflict Resolution, Leadership, Adaptability & Computer proficiency with an understanding of MS Office programs MS Excel, MS Word, MS PowerPoint, MS Outlook

Experience

District Dispatch Supervisor - WCA **2019-Current**

- As a Dispatch Supervisor I ensure the processes below are followed by my Centralized Dispatchers on a daily basis
- Works with sites and the service department to optimize routes based on needs of the customer.
- Ensures that dispatchers assign routes and service tickets to appropriate drivers throughout the day and for the next day; manages and determines route actions and assuring route completion.
- Handles incoming calls and e-mails from customer service and sales department; manages requests for all pick-up or delivery on any container movement within the Market area.
- Initiates communication to customers while drivers are on-site/location, resolving pick-up and other issues delaying the service.
- Troubleshoots and resolves potential delivery and pick-up problems before they result in service issues
- Ensures recovery on missed pick-ups by managing the routing for all routes and tracking Driver movement in the field
- Resolves Trux (Company Database) issues within a timely manner in line with company standards

Dispatcher-Republic Services **Feb, 2018-Dec, 2018**

Commercial/Residential Dispatch

- Dispatches drivers to calls as they are received, using information on customer needs, drivers' locations and loads, and daily factors to balance cost and customer satisfaction.
- Works with sites and the service department to optimize routes based on needs of the customer.
- Determines the daily level of driver staffing to provide best mix of responsiveness and productivity
- Assigns routes and service tickets to appropriate drivers throughout the day and for the next day; manages and determines route actions and assuring route completion.
- Handles fields incoming calls and e-mails from customer service and sales department; manages requests for all pick-up or delivery on any container movement within the Market area.
- Initiates communication to customers while drivers are on-site/location, resolving pick-up and other issues delaying the service.
- Troubleshoots and resolves potential delivery and pick-up problems before they result in service issues
- Ensures same-day service on missed pick-ups by managing the routing for all routes and tracking Driver movement in the field

Dispatch Supervisor - Seal Security Houston TX 2016-2018

Train and Supervise new dispatch hires including office staff.

Supervise Dispatch Center-Monitoring all Dispatchers & Officers in the Field

Respond to calls from homeowners and clients for various emergency and non-emergency situations

Maintain elaborate logs of scheduled details. Accept and review reports and complaints from guests and personnel.

Must decide what actions to take based on situation, facts known and position limitations

Usage of codes as used by law enforcement.

Conduct daily, monthly and yearly reports providing information.

Report and document any conditions that might constitute a security or safety hazard.

Prepare incident reports, obtained written or oral statements, assist local police agencies during investigations or emergencies.

Department Manager- Wal-Mart **Employed- 2013 to 2016**

Provide Customer Service

Proactive Manager

Team Builder

Tactical Planner with ability to train

Provide technical support on electronic items, including TVs, cell phones and computers

Handle cash flow & Deposits

Product inventory

Knowledge of the products to give feedback to customer

Supervised 25 plus Employees

Education & Training

United States Army **2004**

Multi-channel Communications Systems Operator and Maintainer

Ensured communication for all field to office

Set Omni-directional antennas

Honorably Discharged

American Concrete Inspection Level 1

Equipment

Vehicles available:

- All units listed are domiciled at our location as listed:
  - 24030 Tomball Parkway

    Tomball, Texas 77375
  - All units are owned by WCA.

Front Loaded units:

Unit #	Year	Make	Model	Lic plate #	VIN
205251	2018	Autocar	XPERT	JMB8804	5VCACLAF4JH224779
205309	2019	Autocar	XPERT	24329V3	5VCACLDF5KC229273

Rear Load Residential units:

Unit #	Year	Make	Model	Lic Plate #	VIN
310017	2017	Autocar	XPEDITOR	JGM2971	516MCL8F3HH223451
361593	2010	Peterbilt	567	AGI3171	3BPZL20X3AF108297
361594	2010	Peterbilt	567	LJK8050	3BPZL20X5AF108298
361595	2010	Peterbilt	567	HZI0834	3BPZL20X7AF108299
361596	2010	Peterbilt	567	GTM0959	3BPZL20XXAF108300
361597	2011	Peterbilt	567	GTM0164	3BPZL00X5BF719082
361602	2016	Freightliner	M2	GRM7782	1FVHCYCY4EHFN7634
361605	3015	Peterbilt	567	GGS3466	1NPSL70X8FD286194

Roll Off units:

Unit #	Year	Make	Model	Lic Plate #	VIN
402355	2018	Mack	GU713	KBD5728	1M2AX13C8JM040912
402384	2018	Peterbilt	567	KYN1961	1NPCL70X9JD491997

Residential Recycling: (based at our location at 7213 East Mt Houston Road)

Unit #	Year	Make	Model	Lic Plate #	VIN
310072	2016	Freightliner	M2		1FVHCYCY5HDHT8808
310073	2016	Freightliner	M2		3ALHCYCY5HDHT8980

Preventive Maintenance Schedule:

Preventive maintenance is performed by in house shop and technicians. All PM work is scheduled based on hours of service and date. The PM is performed in off duty hours for the equipment. Thereby avoiding having units out of service when they are needed for customer service. Note: PM checklists are attached.

PM intervals as follows:

- PM Type Hours due
- A PM 150 hours
- B PM 450 hours
- C PM 1350 hours
- D PM 2700 hours
- E PM 4500 hours

Arrangement and Schedule for repairs:

Vehicles are inspected per DOT requirements daily as operated. Additionally, standard procedure is for an additional inspection performed as the units return from assigned routes. Repairs are completed before the unit leaves for the next assigned route. In the event of an out of service repair, the vehicle is replaced on its route by a spare.

Spare vehicles available:

Front Loaded Units:

Unit #	Year	Make	Model	Lic Plate #	VIN
205269	2018	Autocar	XPERT	JTF4748	5VCACLSF7JC226571
205272	2018	Autocar	XPERT	LPD5709	5VCACLUF1JC226613

Rear Load Residential:

Unit #	Year	Make	Model	Lic Plate #	VIN
361606	2015	Peterbilt	567	GCS7327	1NPSL70X0FD286190
361607	2015	Peterbilt	567	GFS7929	1NPSL70X2GD286192

Roll Off Units:

Unit #	Year	Make	Model	Lic Plate #	VIN
402442	2019	Mack	GU713		1M2AX04C7FM022515

Residential Recycling: (Based at 7213 East Mt Houston Road)

Unit #	Year	Make	Model	Lic Plate #	VIN
310071	2010	Freightliner	M2		1FVHCYBS7ADAR6587

Equipment Breakdowns:

The repair shop is staffed and open as trucks leave for assigned routes. In the event of an unscheduled problem, drivers are encouraged to visit the shop where repairs are completed. If the shop cannot complete the repair, the vehicle is declared out of service, and a spare unit is utilized.

On-route breakdowns are handled as soon as possible when a driver notifies our company. There are several possibilities for assisting the driver.

1. Our maintenance shop staffs a service truck for repairs. The technician is available to handle tire repairs as well as mechanical problems on site.
2. We have several vendors that we utilize if our technician is not available. They respond as soon as they are called with service vehicles similar to ours.
3. For severe repairs that are not repairable on site, we work with several towing companies for quick recovery of the out of service vehicle.

Our dispatch staff may reassign stops if a route is delayed due to a vehicle issue. This assures that the site is serviced as scheduled.

Heavy Duty Vehicle Inspection

Preventive maintenance 1s a requirement of WCA and Sec. 396.3 of the Federal Motor Carriers Safety Regulation Handbook

	A PM – 150 Hours
	B PM – 450 Hours (includes A service)
	F PM – Annual Inspection

	Date
	Unit #
	Engine Hours
	Mileage
	Repair Order #
	Technician

Status:
Check is completed or OK
X is unsatisfactory
N/A does not apply to specific truck

CHECK	CAB / TEST DRIVE	LEVEL	STATUS
1	While obtaining vehicle, look for obvious signs of leakage under vehicle, engine, trans, rear axle/s and cab/body damage (record)	A/F	
2	Check engine oil, auto transmission and coolant levels	A	
3	Inspect vehicle registration and expiration, insurance card, local permits and medical kit	A	
4	Test static air brake pressure drop - unapplied no more than 2 PSI loss in one minute or any audible leaks	A/F	
5	Test air brake pressure drop - applied no more than 3 PSI loss in one minute or any audible leaks	A/F	
6	Bleed brake system down, observe audible warning and record alarm _____ PSI	A/F	
7	Start engine and observe air compressor governor cut out record _____ PSI / Cut in _____ PSI	A	
8	Check operation of dash gauges and warning lights (DPF, ABS) water, oil, battery, fuel, dash lights and turn signal indicators	A	
9	Test interior lights and switch operations	A	
10	Listen for any unusual engine noises while cranking and normal run (record)	A	
11	Record engine oil pressure reading warm / Idle _____ High RPM _____	A	
12	Record vehicle engine governor RPMs with tachometer / Low _____ High _____	A	
13	Test operation of heater, defroster and air conditioner (if equipped)	A/F	
14	Check two-way radio, scale system or other aftermarket components installed	A	
15	Test operation of city horn (required)	A	
16	Test operation of air horns (required)	A	
17	Test heated and motorized mirrors for proper operation (if equipped)	A	
18	Check operation of windshield wipers and washers	A/F	
19	Inspect windshields and side glass for condition, clarities, glazing and chips	A	
20	Check driver's sun visor for secure and operation - inspect headliner	A	
21	Test operation of parking brake / PP valve on test drive	A/F	
22	Check steering wheel play and steering response on test drive	A/F	
23	Test operation of back up camera, alarms and sonic rear sensors (if equipped)	A	
24	Check operation speedometer and tachometer on test drive	A/F	
25	Check operation of transmission on test drive	A/F	
26	Check clutch operation on test drive / record clutch free travel	A	
27	Test operation of tag or pusher axle (if applicable)	A	
28	Operate and cycle hydraulic systems in (cab only) - test functions for performance	A	
29	Drive vehicle to shop for PM inspection - perform LO/TO on specific vehicle, wear proper PPE	A	
30	Does engine shutdown when turning off key	A	
31	Inspect brake foot valve, throttle pedal, clutch pedal (if applicable), clean any debris from area and lubricate	A	
32	Inspect condition of seat and seatbelts including safety chain for stand up side, lube seat tracks	A	
33	Inspect under dash wiring during exit of vehicle and condition of cab floor	A	
34	Inspect cab doors , hinges, glass, regulators and lubricate	A/F	

FOLLOW WRITTEN LO/TO PROCEDURES

CHECK	WALK AROUND	LEVEL	STATUS
35	Inspect all external lights, 4-way, turn, stop lights, strobes, warning decals, cameras and reflectors during walk around	A/F	
36	Inspect LH mirror assy for clarity, cracks and condition	A	
37	Inspect condition of wiper blades (blade and arm tension) - top off fluid level during PM	A	

38	Inspect front hood/cab and front bumper for damage (record)	A	
39	Inspect RH mirror assy inspect for clarity. cracks and condition	A	
40	During walk around- inspect body hold downs and mounting-inspect spill kit, triangles. and fire extinguisher	A/F	
41	Fuel Tank-inspect mounting, fuel line, vent. and fuel cap/gasket	A/F	
42	Drain air tanks and test one-wav. double check valves and inversion system	B	
43	Inspect Chassis frame rails and body rails for cracks	A	
44	Inspect rear body pivot area for security	A/F	
45	Inspect rear reflectors and damage to rear of vehicle	A	
46	Inspect License plates, tags, and tag light	A	
47	Inspect mud flaps and mounting brackets	A	
48	Inspect hydraulic tank mounting, fasteners, vent, and filler cap- inspect fluid level and signs of leaks	A	
49	Check for trash build up around turbo, behind cab and on top of transmission	A	
50	Proper Company and DOT decals	A	
51	Check license plates, mud flaps and body mounting	A	
CHECK	TIRES & WHEEL COMPONENTS	LEVEL	STATUS
52	Inspect wheels, lug nuts and studs for looseness, check for stains of cracks or slippage	A/F	
53	Inspect and fill wheel bearing oil reservoirs and inspect for leaks	A/F	
54	Inspect axle flanges for looseness and signs of leakage	A/F	
55	Inspect tires for irregular wear or mismatch conditions - match duals 4/32 or less	A	
56	Raise front axle and grease king pins loaded/unloaded	A	
57	Raise front axle check wheel bearings and front king play, record play R _____ L _____ / lubricate king pins raised and lowered	B/F	
58	Re-torque all wheel fasteners to factory specifications	A	
59	Check tires for unusual wear	A	
60	CHECK AND RECORD ORIGINAL TIRE PRESSURES ADJUST TO SPECIFICATION IF NEEDED	A	
	TIRE PSI AS TESTED AND TREAD DEPTH 32NDS CHART		
1st	PSI _____ Tread _____	PSI _____ Tread _____	
2nd	O-PSI _____ Tread _____ I-PSI _____ Tread _____	O-PSI _____ Tread _____ I-PSI _____ Tread _____	
3rd	O-PSI _____ Tread _____ I-PSI _____ Tread _____	O-PSI _____ Tread _____ I-PSI _____ Tread _____	
4th	O-PSI _____ Tread _____ I-PSI _____ Tread _____	O-PSI _____ Tread _____ I-PSI _____ Tread _____	
5th	O-PSI _____ Tread _____ I-PSI _____ Tread _____	O-PSI _____ Tread _____ I-PSI _____ Tread _____	
6th	O-PSI Tread I-PSI Tread	O-PSI Tread I-PSI Tread	
CHECK	UNDER CHASSIS INSPECTION	LEVEL	STATUS
61	Inspect steering shaft and u joints for looseness	A	
62	Inspect front brakes, slack adjusters and air chambers / measure and record pushrod stroke	A	
63	Inspect front axle seals for signs of oil and grease seal leakage	A	
64	Inspect front brake hoses and lines, check for crack dry rot and proper routing	A/F	
65	Inspect front springs, hangers, center bolts and u bolts / look for signs of rust or looseness	A/F	
66	Inspect all steering linkage, box mounting, tie rod ends, pitman arm and ball joints	A	
67	While at front axle, drain engine oil and take oil sample (replace gasket and re-install drain plug and torque)	B	
68	Inspect bell housing bolts and engine mounts and bolts for security	A	
69	Inspect starter mounting and ensure cables and bolts are secure	A	
70	Inspect and lube PTO driveshaft	A	
71	Inspect clutch release bearing and lube / inspect return spring and linkage (if applicable)	B	
72	Inspect manual transmission oil level and check for signs of leakage	A	
73	Inspect and clean transmission breather vents	B	
74	Inspect transmission rear seal, brg. and yoke for looseness and leakage	A	
75	Inspect frame rails and cross members for cracks, inspect lines, hoses, routing and security	A/F	
76	Inspect complete driveline, u joints, slip yokes and carrier bearing for damage and looseness	A/F	
77	Inspect rear suspension for cracks, damage and excessive wear	A/F	
78	Inspect differential oil levels	A	
79	Inspect differential pinion bearing/s looseness / seal leaks and damage	A/F	
80	Clean differential breather vents, replace diff. filter if applicable	B	
81	Inspect rear drive axle seals for signs of oil and grease seal leakage	A/F	
82	Lubricate entire chassis - replace missing or defective grease fittings as needed	A/F	

83	NOTE - BRAKE LINING THAT IS 10/32 REQUIRES CORRECTION BRAKE LINING CONDITION AND STROKE MEASUREMENT	A/F	
1st	Stroke _____ Lining _____ Stroke _____ Lining _____		
2nd	Stroke _____ Lining _____ Stroke _____ Lining _____		
3rd	Stroke _____ Lining _____ Stroke _____ Lining _____		
4th	Stroke _____ Lining _____ Stroke _____ Lining _____		
5th	Stroke _____ Lining _____ Stroke _____ Lining _____		
6th	Stroke Lining Stroke Lining		
CHECK	ENGINE SECTION	LEVEL	STATUS
84	Raise cab or hood, check cab mounts, pivots, hinges and latches / lube as needed	A	
85	Replace engine oil filter and engine oil	B	
86	Replace fuel filter (DAVCO fuel filter monitor restriction level until at service line)	B	
87	Test and record coolant protection using Acustrip ACU 1550 test strip - replace filter if needed / PH _____ Protection Degree _____ AL _____	B	
88	Inspect cooling fan blades, fan clutch and fan shroud for cracks/looseness/damage	A	
89	Ensure proper airflow through radiator/intercooler, inspect for dirt and debris, clean as needed	A	
90	Inspect fan belts for proper adjustment and condition, inspect belt tensioner alignment	A	
91	Front end loader inspection	A	
92	Inspect alternator mounting and ensure wiring connectors are clean and tight	A	
93	Inspect AC compressor and mounting, inspect for leakage	A	
94	Pressure test radiator cap (check pressure rating)	B	
95	Pressure test radiator assembly while inspecting engine, check for leaks	B	
96	Inspect air induction system, clamps, hoses, routing and check leaks	A	
97	Inspect air filter monitor max 20 inches	A	
98	Inspect engine ECU and harnesses for proper routing and security	A	
99	Inspect engine mounting bolts and mounts	A	
100	Inspect fuel pump and primer pump for leaks and seals	A	
101	Inspect air compressor mounting/security and inlet hose for cracks	A/F	
102	Inspect throttle linkage, hime joints and return springs and lubricate	A	
103	Inspect exhaust system, including turbo, clamps, connections, check for leaks	B/F	
104	CNG - drain fuel filter behind the cab	A	
105	CNG - check crank case breather tube	A	
106	CNG - fill out additional pm form if necessary	B	
CHECK	ELECTRICAL SECTION	LEVEL	STATUS
107	Inspect battery box condition and batteries, inspect hold down clean terminals and cables	B	
108	Individually load test each battery separate using 1/2 CCA, example 900 CCA= 450 amp load for 15 secs. 9 6 volt - apply protective compound to connections	B	
109	Test battery disconnect to ensure full disconnect in OFF position, apply di-electric compound to terminals	B	
110	Test Charging system / Volts _____ Amps _____	B	
CHECK	BODY INSPECTION - ALL	LEVEL	STATUS
111	Inspect access ladder and access door for damage, lubricate as needed	A	
112	Inspect access door pump cut out switch or proximity switches for proper interlock of hydraulic system when open ANSI	A/F	
113	Inspect body mounts and fasteners for security	A/F	
114	Inspect floors and tracks for damage and wear	A	
115	Inspect packer and panel wear blocks and hardware	A	
116	Inspect packer cylinders for signs of leakage and/or cylinder seal damage	A	
117	Inspect and lubricate cylinder mounting pivots anchors, pins and wear points as required	A	
118	Operate ejector panel lubricate all control linkage and clevis pins	A	
119	Inspect all steel lines hyd hoses control valves for leaks	A	
120	Inspect body warning labels and operation labels installation and verify clarity - record missing labels	A	
121	Inspect bodies for proper fall protection "D" rings and security (If applicable)	A	
122	Ensure all bodies are compliant with DOT conspicuity tape (red and white required 3M)	A	
123	Replace breather filter if applicable	B	

CHECK	TAILGATE INSPECTION - ALL	LEVEL	STATUS
124	Ensure truck is empty, raise tailgate and inspect tailgate seal, audible tailgate alarms and warning lights	A	
125	Inspect tailgate assembly bottom, sides, pivot areas, channels and steps for damage	A	
126	Inspect all cylinder mounts and tailgate anchors for damage and security, lubricate as required	A	
127	Inspect ejector panel for damage and cracks while gate is open (using proper safety equip. / stand)	A	
128	Operate tailgate and ensure gate fits squarely to body, inspect for cracks and damage	A	
129	Inspect all lights, strobes, cameras, wiring for proper mounting, security and operation	A	
130	Inspect DOT bumper for damage and conspicuity tape (red and white required 3M)	A	
CHECK	AUTOMATED SIDE LOADER INSPECTION	LEVEL	STATUS
131	Inspect body and hoist for cracks and damage, inspect automated arm assy for cracks and damage	A	
132	Lubricate all cylinders, pivot points and bushings and rollers as required	A	
133	Operate all components of automated arm and body, inspect and record wear and damage	A	
134	RH/LH drive - ensure all functions for RH/LH drive operate correctly - switch from side to side, braking, instruments and safety devices	A	
135	Inspect all fasteners for arm and mounting for security	A	
136	Check "arm extended" or over width alarm and speed cutout for proper operation	A	
137	Operate auto pack and record cycle time _____ sec	B	
138	Operate automated arm and record cycle time _____ sec	B	
CHECK	FRONT END LOADER INPSECTION	LEVEL	STATUS
139	Inspect front fork and arms for cracks and damage, lubricate as required	A	
140	Inspect and lubricate front torque tube and fork tube assembly - aheck for signs of wear, damage or looseness	A	
141	Inspect and lubricate lift arm cylinders and fork arm cylinder pins and bushings	A	
142	Inspect arm and fork stop pads for damage and wear (pads are required to reduce excessive damage)	A	
143	Inspect condition of cab canopy and pivot area, lubricate as required	A	
144	Operate forks and arms, check for clearance and excessive play	A	
145	Test arm and fork over height warning light for operation (if equipped)	A	
146	Operate auto pack and record cycle time _____ sec	B	
CHECK	ROLL OFF INSPECTION	LEVEL	STATUS
147	Lubricate and inspect hoist rollers and pins	A	
148	Inspect and lubricate cable sheaves, pins, and cable blocks	A/F	
149	Inspect hoist cable for damage and frays	A/F	
150	Inspect reeving cylinders for secure mounting and signs of leakage, lubricate as required	A	
151	Operate and raise hoist bed, lubricate and inspect all control linkage and valves	A	
152	Inspect all steel lines, hyd. hoses, cylinders and hyd. valves for leaks and damage	A	
153	Lower hoist to observe bed fits squarely on chassis frame	A	
154	Inspect bed safety props (must be operational and required)	A	
155	Inspect and test bed up alarms, audible and light required - test 5 mph limiter if applicable	A	
156	Inspect auto tarper, tarp, roller, arms , cylinders for damage and condition (if applicable)	A	
157	Inspect rear safety straps and/or chains for condition and security	A	
158	Inspect DOT bumper for damage and conspicuity tape (red and white required 3M)	A	
159	Conspicuity tape installed on sides of roll off frame (red and white 3M)	A	
CHECK	REAR END LOADER INSPECTION	LEVEL	STATUS
160	Inspect condition of rear hopper area, inspect packer and sweep panels for damage	A	
161	Inspect mounting of tailgate, packing cylinders, pins and hose routing	A	
162	Winch (if equipped, inspect cable, sheaves, pins, hook and safety latches	A	
163	Container bar (if equipped, inspect cylinders, linkage, bar assembly, latches and pins, lubricate as required	A	
164	Inspect both turn buckles and lubricate as required	A	
165	Inspect tailgate hinge pin area for cracks and damage, lubricate as required	A	
166	Operate packer panels and accessories for proper working functions	A	
167	Operate hopper and record cycle time _____ sec	B	
CHECK	MANUAL SIDELOADER INSPECTION	LEVEL	STATUS
168	Inspect body hoist and cylinder mounts for cracks and damage	A	
169	Lubricate all cylinders, pivot points, pin bushings and rollers as required	A	
170	Operate all components of recycle body, inspect for wear and damage	A	
171	RH/LH Drive - ensure all functions for right/left hand drive operate correctly - switch from side to side, braking, instruments and safety devices	A	

172	Check bucket alarm and warning lights	A	
173	Inspect DOT bumper for damage and conspicuity tape (red and white required 3M)	A	
174	Ensure driver bucket lock out and props function correctly and are secure (required)	A	
175	Operate auto pack and record cycle time _____ sec	B	
CHECK	ROAD TRACTORS / YARD MULES INSPECTION	LEVEL	STATUS
176	Inspect operation of tractor protection valve	A	
177	Inspect operation of trailer hand brake valve	A	
178	Inspect operation of trailer air hoses	A	
179	Inspect operation of glad hands and seals	A	
180	Inspect operation of light cord & plug	A	
181	Lubricate & inspect 5th wheel, jaws, latch and mounting	A	
CHECK	GRAPPLE / BOOM / OVERHEAD HOIST INSPECTION	LEVEL	STATUS
182	Inspect box fasteners and mounts for damage	A	
183	Inspect arm, pivots, cylinders and winch	A	
184	Inspect and lubricate sheaves, pulleys, and pins	A	
185	Inspect cables and hook for damage	A	
186	Operate system, check valve cylinders, hoses and steel	A	
187	Check hydraulic lines for leaks	A	
188	Check boom alarm	A	

Optional Annual D.O.T. Inspection Certification
After completion of inspection, if all shaded items are in compliance, this qualifies
As the federal l annual inspection form. Complete this box for certification

Date of Inspection	_____
Name & Address of Motor Earner Where Inspection Report in Maintained	_____ _____ _____
This vehicle has passed an annual inspection conducted in accordance with 49 CFR. Part 396. 17, FMCSR	
Authorized Signature	

Technician Signature _____

Supervisor Signature _____

Heavy Duty Vehicle Inspection

Preventive maintenance is a requirement of WCA and Sec. 396.3 of the Federal Motor Carriers Safety Regulation Handbook

	Unit #		Date
	D PM – 2700 Hour		Engine
	Mileage		Repair Order #

Check is completed or OK

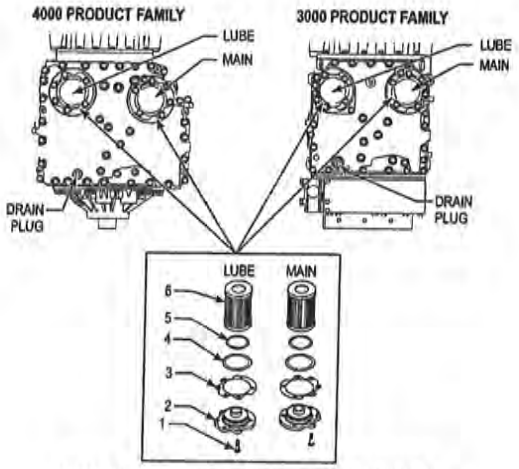
Status: **X** is unsatisfactory

N/A does not apply to specific truck

Install Wheel Chocks· Install Battery Lockout/Tag out ·Remove Key from Ignition· Follow Local Written LO/TO Plan

C PM 1350 HOURS			
CHECK	ENGINE	LEVEL	STATUS
1	Pressure wash engine and transmission	C	
2	Drain sediment traps for fuel tanks	C	
CHECK	TRANSMISSION	LEVEL	STATUS
3	Check and record allison transmission fault codes using key pad, if any logged - record and repair as needed	C	
4	Check cooler lines, hoses, and external filters for leaks, damage and routing	C	
5	Check mounting hardware, nuts, bolts, clamps for proper torque and signs of looseness	C	
6	Check electrical harnesses and connectors for proper routing, wear, condition and looseness	C	
7	Inspect transmission breather vent for dirt and contamination, clean as needed	C	
8	Check transmission fluid level and take oil sample (automatic transmissions)	C	
CHECK	FRONT SUSPENSION	LEVEL	STATUS
9	Raise front of vehicle and support - re-torque suspension mounts and U-bolts to OEM specifications	C	
10	Re-torque steering box mounting bolts and steering shaft pinch bolts	C	
11	Check front shocks for mounting and condition, inspect for leaks	C	
12	Lower front end and check front toe - in record and adjust if needed _____ toe-in, check OEM specifications	C	
CHECK	CAC / AIR INDUCTION	LEVEL	STATUS
13	Inspect all air induction hoses and piping for proper installation, mounting, security, and routing - remove inlet and outlet hoses and test charge air cooler for leaks	C	
14	Inspect turbo mounting, security, and for leaks remove air inlet from front of turbo, inspect turbo fins for damage, shaft end play and signs of shaft leakage	C	
CHECK	HYDRAULICS	LEVEL	STATUS
15	Inspect for leaks around hydraulic tank, check for proper mounting and security - replace hydraulic return filter and high pressure filter, take sample, check and refill system	C	
16	Hook up hydraulic filter buggy and filter hydraulic oil - tool (use Parker model 10MF40SA-10C or equivalent)	C	
17	Operate hydraulic system check all functions for proper operation - test hydraulic pressure main relief and record PSI _____ / note: if tandem pump, check both sections	C	
18	Test hydraulic over speed controls are operating properly - HOC, EOS, etc., ensure the pump cuts out at high RPM	C	
CHECK	DIFFERENTIAL / TELMA / DRIVELINE RETARDERS (If equipped)	LEVEL	STATUS
19	Check proper operation of Telma on test drive - check dashboard warning lights and indicators, observe foot control and low speed cut off, note: check to see if any ABS faults are present	C	
20	Check Telma focal and driveline mount for abnormal end play and/or air gap	C	
21	Check for u-joint mounting and condition, check driveline fastener tightness	C	
22	Check condition of rubber mounts, security of brackets and bracing	C	
23	On focal mount unit check for pinion seal leakage	C	
24	Check electrical harness connections, mounting and routing	C	
CHECK	CNG / LNG	LEVEL	STATUS
25	Test all leak detection sensors for proper operation in cab and external mount (currently a California requirement)	C	
26	Check condition of ignition system with laptop	C	

D PM 2700 HOURS		
TRANSMISSION	LEVEL	STATUS
Allison WT/HT series transmissions, DO NOT DRAIN completely at this time, Replace main and lube filters using high capacity filters only - follow torque spec chart and procedures (DO NOT USE AIR TOOLS) for removal and/or installation. Sample transmission fluid- Top off oil with Allison approved synthetic ATF - High Capacity Filters (2in pan P# 29548987) (4in pan P# 29548988)	D	



NOTE: Torque all filter cover retaining bolts to 51-61 N·m (38-45 lb ft)
NOTE: Main and Lube Filter designations cast into bottom of Control Module

CHECK	AIR SYSTEM	LEVEL	STATUS
28	Service or replace air dryer assembly - if unit is rebuilt the following parts must be replaced - desiccant, purge valve and heater	D	
29	Test air compressor cutout, air dryer purge and air recovery to mfg. specification	D	
30	Remove both ends of compressor hot line and check for carbon and plugging, check for signs of excessive oil	D	
CHECK	CHARGE AIR COOLER/AIR INDUCTION	LEVEL	STATUS
31	Remove and clean CAC, clean debris from radiator and AC condenser while off, heck hoses and belts	D	
32	Remove AC evaporator cover and clean radiator fins, replace evaporator cab filter if applicable	D	
CHECK	ENGINE	LEVEL	STATUS
33	Valve adjustment - overheads must be adjusted specifically to OEM specifications, determine exact adjustment interval and adjust as needed, note: some OEM's require an annual adjustment, ensure completion for optimum engine performance/fuel economy	D	
34	Replace valve cover breather filter (ISL), clean oil draft tube all others	D	
35	Connect laptop and check for engine fault codes	D	
36	Test engine block heater and wiring to heater	D	
37	Test exhaust emissions - opacity test - record results (If state requirement)	D	
CHECK	EXHAUST SYSTEMS	LEVEL	STATUS
38	Check for DPF warning light operation - key on engine off	D	
39	Check diesel particulate filter mounting, routing condition and security	D	
40	Verify type of DPF - Non-Catalyst or Catalyst - Non-Catalyst requires removal and cleaning of #7 injector mounted in lower muffler @ 2400 hrs. Catalyst requires service at 4500 hrs. (Mack)	D	
CHECK	HYDRAULICS	LEVEL	STATUS
41	Drain hydraulic oil from tank - replace hydraulic return filter and high pressure filter, inspect and clean suction filter screen and replace hydraulic oil (no sample required) - WHILE TANK IS EMPTY INSTALL HYDRAULIC QUICK CONNECTORS FOR FUTURE PURIFICATION ACT IVITIES	D	
42	Validate that hydraulic pump flow is within 80% of the pump manufacturer's flow specification, record GPM	D	
CHECK	CNG / LNG	LEVEL	STATUS
43	Check wires, harnesses and routing for proper installation	D	
	PM E 4500 Hours		
CHECK	TRANSMISSION / DIFFERENTIAL	LEVEL	STATUS
44	Allison WT/HT series transmissions drain completely at this time, replace main and lube filters using high capacity filters only - follow torque spec chart and procedures (DO NOT USE A IR TOOLS) for removal and/or installation sample transmission fluid - top off oil with Allison approved synthetic ATF - High Capacity Filters (2in pan P#29548987) (4in pan P# 29548988)	E	
45	Manual transmission and differentials - drain and refill	E	
	EXHAUST SYSTEMS	LEVEL	STATUS
46	Remove and clean DPF assembly or replace with exchange	E	

Technician Signature

Supervisor Approval

Operational Plan

1. The following is the detail per option:
    a. Option 1: It is the intent of WCA to run two (2) man crews for the collection of residential solid waste (including brush), along with one (1), two (two) man crew for the collection of recyclables utilizing rear loader style trucks for both services. The commercial service will be collected utilizing (2) front end load trucks and Industrial service will be provided using one (1) roll-off.
    b. Option 2: It is the intent of WCA to run two (2) man crews for the collection of residential solid waste (including brush), along with one (1), two (two) man crew for the collection of recyclables utilizing rear loader style trucks equipped with cart tippers for both services. The commercial service will be collected utilizing (2) front end load trucks and Industrial service will be provided using one (1) roll-off.
    c. It is the intent of WCA to run two (2) automated front load vehicles for the collection of residential solid waste, along with one (1), automated front load for the collection of recyclables. In addition, a rear loader will be used for the collection of brush/bulky waste. The commercial service will be collected utilizing (2) front end load trucks and Industrial service will be provided using one (1) roll-off.
2. Brush & bulk will be collected primarily with a Rear-end Loader (REL) on a weekly basis based on the parameters in the contract. We are also equipped with a Grapple Truck to service customers that we deem a safety risk with a REL but are still within the specifications of the contract.
3. We have designated a single point of contract for interaction with City staff who will respond within 1 hour to an issues received. All issues should be resolved within a 24 hour timeframe.
4. WCA's fleet is equipped with GPS tracking devices that allow us to follow the movement of our vehicles throughout the day in real time. In addition to tracking, we can go back & review the route that a truck took throughout their day. This information can be used to verify areas serviced. This information can be utilized by both WCA & the City to verify that our trucks were actually in specific areas on specific days.
5. When the City notifies WCA of a new customer, deliveries are scheduled & generally completed within 3 business days of the request. For Residential services, the timeframe may be extended as most cart services are handled on the customer's service day.
6. WCA has a comprehensive Environmental Health & Safety plan that outlines procedures for all safety & environmental related occurrences. The program clearly defines our plan of action & although it is proprietary information, we would be happy to meet to discuss our plan in more detail. Our Management team is prepared to response to spillage, hydraulic line breaks, vehicle fires & motor vehicle accidents immediately upon receiving notification. We believe safety is a primary cornerstone to the success of WCA. Our policy is to involve law enforcement in any accidents involving our equipment to insure proper documentation & appropriate handling of the situation. We will adhere to all reporting guidelines set forth within our contract for reporting to the City. Additionally, we remain compliant with reporting of incidents to all regulatory agencies. In the event that an incident requires an emergency response team, our Management staff will initiate this contact as well as following through until resolution is attained.
7. Accident question is answered within 6.
   See attached report from Timber Creek on environmental compliance.

8. Our drivers' cell phones are equipped with camera technology & are utilized to record any stops that contain unacceptable materials. This information is then communicated back to the customer for remedy.
9. No known technologies in use to minimize contamination. WCA will provide newsletter inserts and flyers in an effort to educate the residents on reducing contamination.
10. Acceptable Recycling Material:
    Current items being collected are paper including newspaper, magazines, phone books, catalogs, junk mail, envelopes, file folders, computer paper, construction paper, colored paper, corrugated cardboard boxes (flattened and bundled) cereal and soda/beer boxes, gift boxes, wrapping paper; containers including aluminum cans, aluminum foil, plastic bottles/jugs/buckets #1 through #7 (excluding Styrofoam), and metal food cans.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

North Houston Residential Hauling Company

24030 TOMBALL PKWY
TOMBALL, TX 77375

TPDES PERMIT NO:
TXR05CE91

DECEMBER 2016

PROJECT NO. : 03.09.160106-H

Prepared by:
Timber Creek Environmental, LLC
1011 W. Lewis St.
Conroe, TX 77301
Phone: 281-210-0084
www.timbercreekenv.com

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December 9, 2016

Mr. Tommy Walker
Waste Corporation of America
24030 Tomball Pkwy
Tomball, TX 77375

Re: TPDES Storm Water Pollution Prevention Plan for
Waste Corporation of America – North Houston Residential Hauling Company
TXR05CE91
Timber Creek Project Number: 03.09.160106-H

Dear Mr. Walker:

Attached is a copy of your Storm Water Pollution Prevention Plan (SWPPP) as required for coverage under the Texas Pollutant Discharge Elimination System (TPDES) Multi- Sector General Permit (MSGP). This SWPPP has been prepared to comply with the terms of the TPDES MSGP, effective on August 15, 2016.

A brief review of the Table of Contents will familiarize you with the contents of this document. This SWPPP is not a traditional document but has instead been developed and structured for ease of use by the site operator. There are three main components to this SWPPP:

- The Appendices – The forms and documents required for continuing compliance
- The Worksheets – The worksheets and data used to develop and generate the SWPPP
- The Attachments – Supplemental information and supporting documentation

Appendix A includes the site map and a Compliance Flow Chart, which can be used to guide the user through the yearly compliance requirements and document the same. Please review this document to ensure continued compliance with the terms of the permit. Additionally, Appendix B lists best management practices (BMPs) to implement and maintain, and Appendix C provides a Rain Log that must be maintained.

The Plan should be amended "whenever there is a change in design, construction, operation, or maintenance, that has a significant effect on the potential for the discharge of pollutants to the waters of the United States or if the SWPPP proves to be ineffective in eliminating or significantly minimizing pollutants." If required, Timber Creek can assist with any needed amendments to this Plan.

Please feel free to contact us at (281) 210-0084 with any questions or problems regarding your SWPPP, the MSGP, or TPDES compliance in general.

Sincerely,
Timber Creek Environmental

JR Ruthstrom
Field Technician

Keith Sepulvado
SWPPP Program Manager

Attachments

Table of Contents

Appendices:

A. **Site Map and Compliance Summary Flow Diagram**
B. **BMPs and Maintenance Schedules**
C. **Daily/Weekly Rain Log**
D. **Routine Inspections**
E. **Quarterly Visual Analyses and Waivers**
F. **Semi-Annual Benchmark Monitoring Analysis**
G. **Benchmark Exceedance Investigations (as applicable)**
H. **Annual Benchmark Monitoring Reports (as applicable)**
I. **Total Maximum Daily Load Monitoring (as applicable)**
J. **Hazardous Metals Waiver or Numeric Effluent Limitation Monitoring**
K. **Discharge Monitoring Reports (as applicable)**
L. **Employee Education and Training Records**
M. **Annual Comprehensive Compliance Evaluations**
N. **Emergency Contacts / Notifications**
O. **Subcontractor Agreement**
P. **Spill Prevention and Response / Record of Containment Dike Drainage**
Q. **Annual Water Quality Fee**
R. **Reserved for Local/Site Specific Use**

Worksheets:

1. **Signatory Requirements and Certification**
2. **General Facility Information**
3. **Pollution Prevention Team**
4. **Exposed Materials**
5. **Potential Pollutant Sources**
6. **Non-Storm Water Discharge Inspections and Certifications**
7. **Spill and Leak History**
8. **Pollution Prevention Measures and Controls**
9. **General Monitoring and Reporting**
10. **Sector-Specific Requirements**

Attachments:

1. **List of Acronyms and Abbreviations**
2. **Storm Water Sampling Procedures**
3. **Notice of Intent and Certificate of Coverage**
4. **TPDES-MSGP TXR050000**

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APPENDICES

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Appendix A
Storm Water Site Map and Compliance Flow Diagram/Compliance Summary

SITE MAP

Documenting

The following actions/events should be documented as pen changes to the site map:

- Operational changes (new buildings, new tanks, etc.);
- Reportable spills and leaks (>25 gallons of petroleum or other reportable spills, as required).

COMPLIANCE FLOW DIAGRAM

Documenting

The Compliance Flow Diagram provides a compliance summary for each required activity at the stipulated frequency. Upon completion of the activity (as noted by the "stop sign" shape; initial the box and date the line for the appropriate period to indicate completion. The necessary forms and documents can be found in the referenced Appendix.

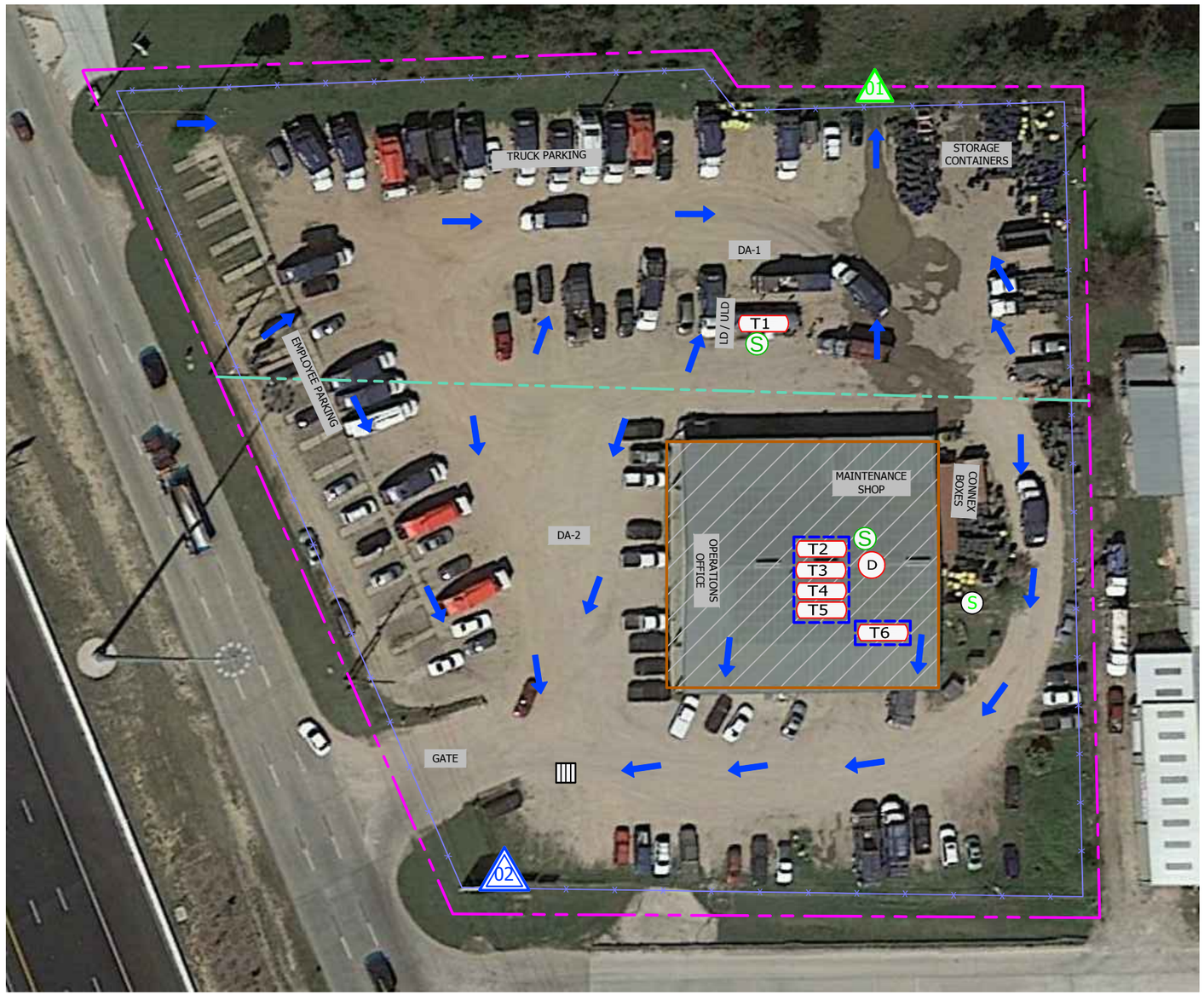
In addition to the requirements outlined in the Compliance Flow Diagram, each permittee must:

- Implement and maintain the BMPs identified in Appendix B; and
- Maintain the Rain Log (or similar documentation) found in Appendix C.

Reporting

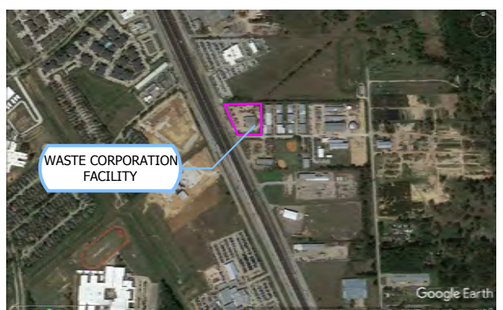
Reporting requirements are noted in the Compliance Flow Diagrams. Typically all storm water associated reports are due by **March 31** of the following year. Some reports require submission and some simply are retained onsite. Specific guidance is provided in the Compliance Flow Diagram and the referenced Appendix.

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NOTES:

1.) THE FACILITIES RECEIVING WATERBODY IS DRY GULLY SEGMENT 1009.
2.LOCATION AT THE GATE IS 30.015349°N, 95.360370°W .
3.PROPERTY IS COMPRISED OF APPROX. 2.75 ACRES.
4.SCALE BAR ONLY APPLIES TO THE LARGE SITE MAP AND NOT THE INSERT.
5.NORTH ARROW APPLIES TO THE LARGE SITE MAP AND THE INSERT.
6.AERIAL IMAGE FROM GOOGLE EARTH DATED 03/03/16.



TANKS:

T1	DIESEL	1-10,000 GALLON DOUBLE WALLED STEEL TANK
T2	HYDRAULIC OIL	1-500 GALLON STEEL TANK
T3	ENGINE OIL	1-275 GALLON STEEL TANK
T4	TRANSMISSION FLUID	1-275 GALLON STEEL TANK
T5	ENGINE OIL	1-275 GALLON STEEL TANK
T6	USED OIL	1-275 GALLON STEEL TANK

PORTABLE CONTAINERS:

D1	VARIOUS PRODUCTS	2-4-55 GALLON DRUMS ON SPILL PALLET

LEGEND

- PROPERTY BOUNDARY
- DRAINAGE BOUNDARY
- FENCE
- HAY BALES
- DITCH / CREEK / SWALE
- DRAINAGE STRUCTURES (PIPES, ETC.)
- FLOW DIRECTION
- DA-# — DRAINAGE AREA
- LD / ULD — LOADING / UNLOADING AREA
- # — OUTFALL (TO BE SAMPLED)
- # — OUTFALL (NOT SAMPLED)
- # — INFALL
- G — GENERATOR
- OIL WATER SEPARATOR
- UNDERGROUND INJECTION WELL
- emc — EMERGENCY PLANT - SHUT OFF SWITCH
- M — MAN HOLE
- S — SEPTIC TANK
- STORM DRAIN
- D — DUMPSTER
- D — DRAIN COVER
- STRUCTURE
- DIRT ROAD
- CONCRETE
- SECONDARY CONTAINMENT
- S — SPILL KIT
- ROCK CHECK DAM
- SCRAP METAL ROLLOFF/HOPPER
- T# — AST (ABOVE GRND STORAGE TANK) #
- P# — PORTABLE CONTAINERS #
- E# — OIL FILLED EQUIPMENT #
- D — DRUMS / TOTES / #
- B — BAGHOUSES
- F# — TRANSFORMER #

TIMBER CREEK ENVIRONMENTAL, LLC
1011 W. Lewis Street
Conroe, TX 77301
281-210-0084 : www.timbercreekenv.com

WCA North Houston Residential HC
24030 Tomball Pkwy
Tomball, TX 77375

SWPPP / SPCC SITE PLAN

FIGURE: 1

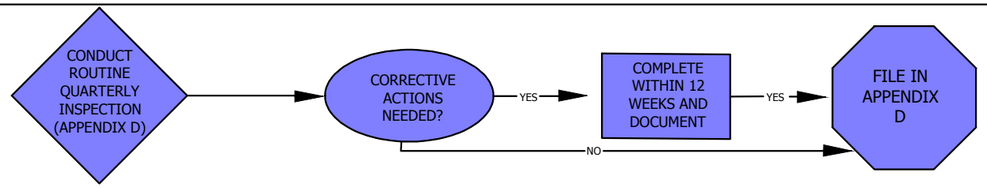
WCA Waste Corporation

JOB#: 03.09.160110-H | Rev # 0 | APPR: DH | DSN: JE | SCALE: NTS | DATE: 12-01-16

2016 COMPLIANCE SUMMARY

INSPECTIONS (APPENDIX D)

QUARTERLY



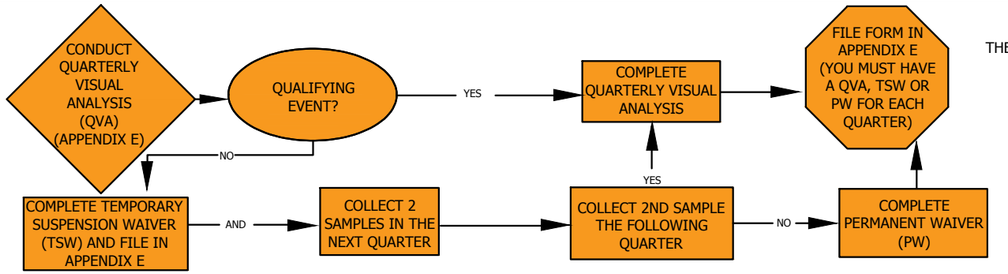
INSTRUCTIONS FOR COMPLETING THE COMPLIANCE SUMMARY

Q=QUARTER H=HALF
INITAL THE BOX AND DATE THE LINE WHEN COMPLETE JS DD/MM/YYYY

Q 1 JAN-MAR	Q 2 APRIL-JUNE	Q 3 JULY-SEPT	Q 4 OCT-DEC
☐ _____	☐ _____	☐ _____	☐ _____

VISUAL ANALYSIS (APPENDIX E)

QUARTERLY



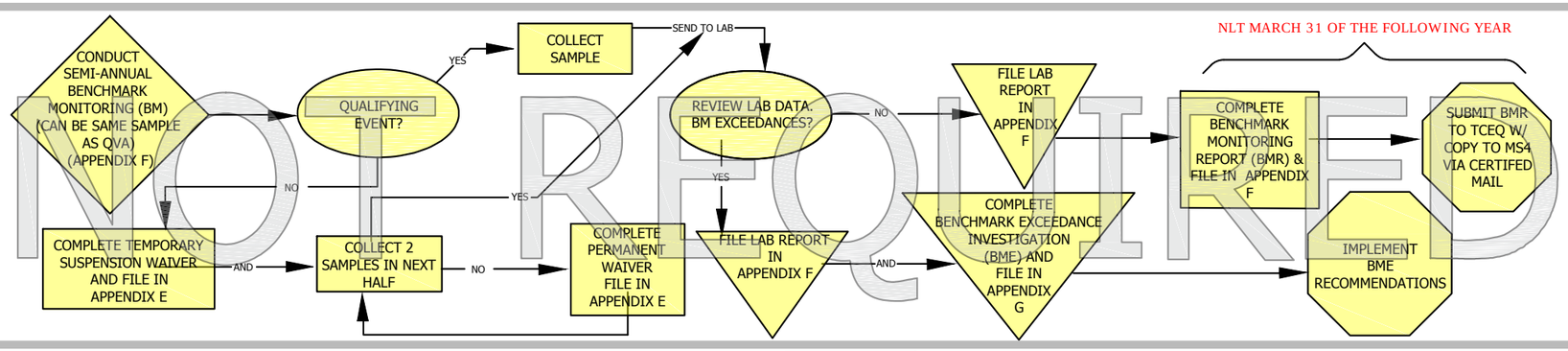
THE VISUAL ANALYSIS CAN ALSO BE USED FOR THE BENCHMARK & NEL MONITORING

Q 1 JAN-MAR	Q 2 APRIL-JUNE	Q 3 JULY-SEPT	Q 4 OCT-DEC
☐ _____ ☐ _____	☐ _____ ☐ _____	☐ _____ ☐ _____	☐ _____ ☐ _____

SECOND ROW ONLY TO BE USED IN THE EVENT OF A TSW, REQUIRING TWO SAMPLES ANALYSES IN THE SUBSEQUENT QUARTER

BENCHMARK MONITORING (APPENDIX F)

SEMI-ANNUAL MONITORING, ANNUAL BMR REPORTING NLT MARCH 31 OF THE FOLLOWING YEAR



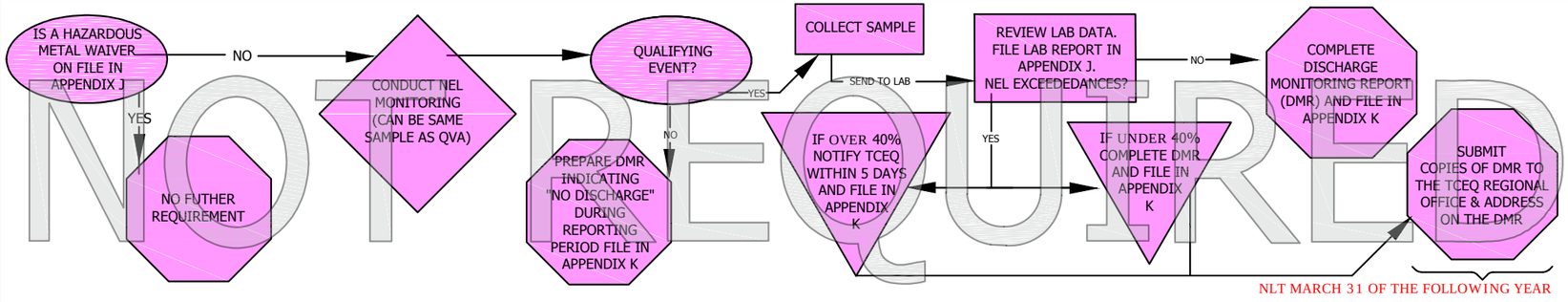
NOT REQUIRED

H1 JANUARY-JUNE	H2 JULY-DECEMBER
☐ _____ ☐ _____	☐ _____ ☐ _____

SECOND ROW ONLY TO BE USED IN THE EVENT OF A TSW, REQUIRING TWO SAMPLES ANALYSES IN THE SUBSEQUENT QUARTER

NUMERIC EFFLUENT LIMITATION (NEL) MONITORING (APPENDIX J)

ANNUAL DMR REPORT NLT MARCH 31 OF THE FOLLOWING YEAR

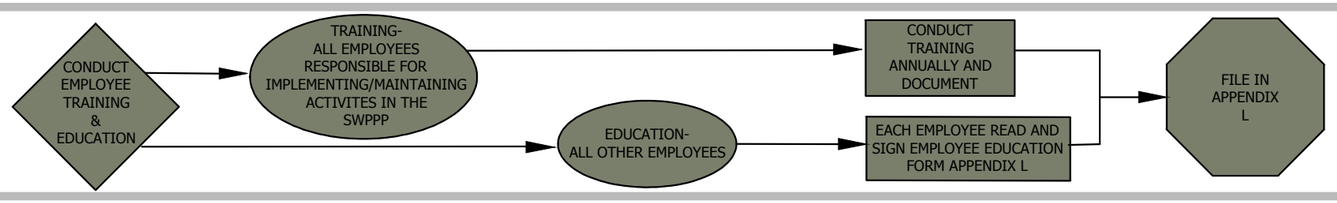


NOT REQUIRED

ANNUALLY
☐ _____

SWPPP TRAINING AND EDUCATION (APPENDIX L)

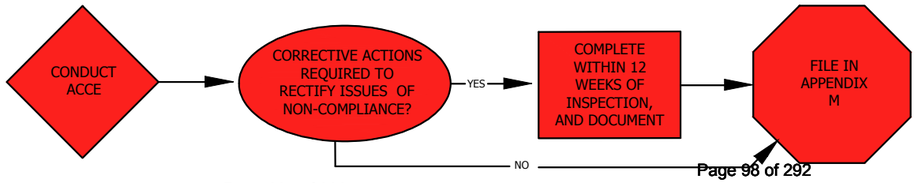
ANNUALLY



ANNUALLY
☐ _____

ANNUAL COMPREHENSIVE COMPLIANCE EVALUATION (ACCE) (APPENDIX M)

ANNUALLY



ANNUALLY
☐ _____

TIMBER CREEK ENVIRONMENTAL, LLC
1011 W. Lewis Street
Conroe, TX 77301
281-210-0084 : www.timbercreekenv.com

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TPDES MSGP : SECTOR P

STORM WATER COMPLIANCE FLOW DIAGRAM

J	Rev # 0	APPR: DH	DSN: JS	SCALE: N/A	DATE: 11/18/2015

Appendix B
Best Management Practices (BMPs) and Maintenance Schedules

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PROPOSED BMPs to Implement and Maintain

Type of Control	Control	Location	Maintenance Activity	Start Date / Maintenance Frequency	Responsible Person	Notes
Operational	None					
Structural	None					

All BMPs identified in this table must be implemented within 12 weeks of completion of this SWPPP

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EXISTING BMPs and Associated Maintenance Schedules

Type of Control	Control	Location	Maintenance Activity	Start Date / Maintenance Frequency	Responsible Person	Notes
Operational	Housekeeping	Shop and yard areas	Kept organized and cleaned of debris and spill potentials. Sweep exterior areas to prevent sediment deposits in stormwater conveyances.	December 2016/ As Needed	Maintenance Manager	
	Spill kits	Various locations at risk for spills	Absorbent and spill control materials kept on hand to respond in the event of a spill; refresh and restock	December 2016/ As Needed	Maintenance Manager	
	Operations performed under roof	Shop areas	Operations with high potential for spills are performed inside when possible.	December 2016/ As Needed	Maintenance Manager	
	Temporary sedimentation controls	Storm drains	Hay bales, absorbent socks, or other material designed to prevent migration of sediments offsite; repair and replace	December 2016/ As Needed	Maintenance Manager	
	Designated staging area for "leakers"	Inside Maintenance Shop	Provide drip pans and absorbents until repairs are complete	December 2016/ As Needed	Maintenance Manager	
	Chemical Storage	Maintenance Shop	Stored in secondary containment and under roof to prevent stormwater exposure. Visually inspect and confirm	December 2016/ As Needed	Maintenance Manager	
Structural	Mobile secondary containment	Drum storage areas	Permanent or temporary structure to capture potential releases from drums of fluids, oils, and other chemicals; Monitor and replace.	December 2016/ As Needed	Maintenance Manager	
	Stormcepter	Near outfall	Monitor for debris accumulation and sedimentation; clean out	December 2016/ As Needed	Maintenance Manager	

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Appendix C
Daily / Weekly Rain Log

Conducting

Permit requires a rain gauge to be maintained onsite to determine representative storm events. The rain gauge must be monitored and the results recorded weekly during dry weather and daily during storm events.

Documenting

A Rain Log has been provided to fulfill this requirement; however, records can be maintained electronically, on a calendar or by any other means as long as they can be produced if requested. If the attached rain log is utilized, place the completed logs behind the colored slip sheet in this section.

Rain gauge monitoring and recording can be suspended for a quarterly sampling period once the required sampling and analyses have been conducted. Rain gauge records must be maintained onsite.

Reporting

There is no requirement to report rain gauge monitoring; however, the records must be made available to an inspector upon request.

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Weekly / Daily Rain Log

Date from – to (maximum one week)	Rainfall (Inches)	Comments/Time	Date from – to (maximum one week)	Rainfall (Inches)	Comments/Time

Appendix D
Routine Inspections

Conducting

Routine inspections must be conducted **QUARTERLY**.

Routine Inspections must be conducted by qualified personnel familiar with the industrial activities performed at the facility. The inspections must include at least one member of the Storm Water Pollution Prevention Team. The checklist in this Appendix is provided to facilitate the Routine Inspection.

If feasible, at least one of the routine facility inspections each calendar year must be conducted when a storm water discharge is occurring.

Documenting

Upon completion, file copies of the completed Routine Inspection in this Appendix behind the colored slip sheet, with the most recent inspection on top.

Reporting

Routine inspections do not require any reporting to outside agencies.

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SWPPP Quarterly Site Inspection Checklist

Inspected Area/Activity	Check one	Comments	Due Date
Maintenance Areas			
Adequate spill cleanup materials are available	☐Yes ☐ No		
All fluid containers are in good condition/closed	☐Yes ☐ No		
All fluid containers are properly labeled	☐Yes ☐ No		
All fluid containers have adequate containment	☐Yes ☐ No		
Floors are clean & free of stains spills	☐Yes ☐ No		
Material storage areas are kept clean & orderly	☐Yes ☐ No		
Stored chemicals & petroleum products are protected from the weather	☐Yes ☐ No		
Aboveground Storage Tanks/Refueling Points			
Adequate spill clean-up materials are available	☐Yes ☐ No		
All signage is legible	☐Yes ☐ No		
Any spills or leaks since last inspection	☐Yes ☐ No		
Pump dispenser is in secured position when not in use	☐Yes ☐ No		
Secondary containment drain(s) are secured	☐Yes ☐ No		
Secondary containment is free of cracks and leaks	☐Yes ☐ No		
Spills in/out of containment are promptly cleaned up	☐Yes ☐ No		
Tanks and piping are good working condition	☐Yes ☐ No		
Chemical/Petroleum Storage Areas (Other than Fuel)			
Adequate spill clean-up materials are available	☐Yes ☐ No		
All containers are in good condition and closed	☐Yes ☐ No		
Any spills or leaks since last inspection	☐Yes ☐ No		
Stored materials are properly labeled	☐Yes ☐ No		
Stored materials are protected from the weather	☐Yes ☐ No		
Stored materials have adequate containment	☐Yes ☐ No		
Exterior Activities/Operations			
Areas around shops are clear & free of refuse/scrap materials	☐Yes ☐ No		
Ditches and/or channels show no significant contamination or erosion	☐Yes ☐ No		
Mud/dust is adequately controlled on the roads and entrance	☐Yes ☐ No		
Outfalls show no signs of debris or refuse	☐Yes ☐ No		
Outside storage areas are clean & orderly	☐Yes ☐ No		
Scrap / recycling bins are covered	☐Yes ☐ No		
Wash Rack Area			
Any spills or leaks since last inspection	☐Yes ☐ No		
Spills in and out of basin are promptly cleaned	☐Yes ☐ No		
Water treatment and storage systems are working properly	☐Yes ☐ No		
Miscellaneous Activities/Operations			
MSDS available for all chemicals used	☐Yes ☐ No		

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SWPPP Quarterly Site Inspection Checklist

Does the SWPPP require revision to correct any observation? □ Yes □ No
If Yes, please explain: _____
_____
_____

Weather conditions at the time of inspection: _____
_____

Description of any discharge at the time of inspection: _____
_____
_____

Any spills or leaks since the last inspection? If so provide details such as location, quantity, material spilled, and response actions:_____
_____
_____

Notes:_____
_____
_____
_____
_____

Inspection Completed By: _____
Printed Name/Signature

Date:_____ Time:_____

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature of Authorized Representative:_____

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Appendix E
Quarterly Visual Analyses (QVA) and Waivers

Conducting Sampling/Monitoring

Once per quarter, commencing with the first full quarter following submission of the NOI, the facility must collect and visually analyze the storm water discharge from each designated outfall. Sample collection guidance is provided in Attachment 2, if needed.

Documentation

A blank Quarterly Visual Analysis worksheet follows. ***Complete one worksheet for each outfall that must be sampled. See site map (Appendix A) for outfall locations.*** File the Quarterly Visual Analysis or Temporary Suspension Waiver form (as appropriate) in this section behind the colored slip sheet with the most recent event on top.

Reporting

Quarterly Visual Analyses do not require reporting to any regulatory agency, unless requested. Retaining copies of the Quarterly Visual Analysis is all that is required by the permit; however, the SWPP team is required to review the results of the visual analyses.

Temporary Suspension

If a sample cannot be collected during a quarter due to adverse weather conditions (flooding, high winds, tornados, electrical storms, drought or extended frozen conditions), or if rainfall events occur outside of normal, daylight operating hours; the sampling event can be "temporarily suspended", but the event must be documented. Monitoring/Sampling events that are temporarily suspended must be conducted in the next designated monitoring period, along with the required events for that period. A Temporary Suspension/Waiver form follows to document this situation.

Permanent Waivers

If the temporarily suspended sampling event cannot be collected during the subsequent sampling period, then it may be permanently waived and is no longer required. In this event, complete the Permanent Waiver section of the Temporary Suspension/Waiver form and ensure the documentation to support both the temporary suspension and permanent waiver is in the SWPPP or readily accessible.

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Quarterly Visual Analysis – North Houston Residential

Outfall #:	Person collecting/examining sample:	Quarter/Year Examined: ☐1st ☐2nd ☐3rd ☐4th 20____
Date/Time Flow Began:	Date/Time Collected:	Date/Time Examined:
Rainfall Amount:	Qualifying Event: ☐ Yes ☐ No	Runoff source: ☐ Rainfall ☐ Snowmelt

Parameter	Parameter Description	Parameter Characteristics
Color	Does the water appear to be colored? ☐ **Yes** ☐ **No**	**Describe:**
Clarity	Is the water clear or transparent, meaning can you see through it? ☐ **Yes** ☐ **No**	Which of the following best describes the clarity of the water: ☐ **Clear** ☐ **Milky** ☐ **Opaque** ☐ **Other (describe)**_____
Oil Sheen	Can you see a rainbow effect or sheen on the water surface? ☐ **Yes** ☐ **No**	Which of the following best describes the water sheen: ☐ **Oily** ☐ **Silver** ☐ **Iridescent**
Odor	Does the sample have an odor? ☐ **Yes** ☐ **No**	**Describe:**
Floating solids	Is there something floating on the surface of the sample? ☐ **Yes** ☐ **No**	**Describe:**
Suspended Solids	Is there something suspended in the water column or sample? ☐ **Yes** ☐ **No**	**Describe:**
Settled Solids	Is there something settled at the bottom of the sample? ☐ **Yes** ☐ **No**	**Describe:**
Foam	Is there foam or material forming on top of the water? ☐ **Yes** ☐ **No**	**Describe:**

Detail any concerns, corrective actions taken, and any other obvious indicators of pollution present in the sample:

Collector's Name and Signature:	SWPPP Team Review ☐ Yes

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Temporary Suspension/Permanent Waiver – Outfall #_____

Monitoring Requirements may be temporarily suspended as noted below. However, those requirements must be fulfilled the following monitoring period along with the applicable requirements for that period. If the requirement cannot be fulfilled during the following quarter then the Temporary Suspension becomes a Permanent Waiver.

1. Check the quarter and note the year for which the Temporary Suspension is claimed:

Quarter: ☐ Jan - Mar ☐ Apr - Jun ☐ Jul - Sept ☐ Oct - Dec Year:_____

2. The quarterly visual storm water discharge analysis specified required by the Facility's TPDES Storm Water Pollution Prevention Plan was not conducted for one of the following reason(s);

Check one:

☐ There was no discharge during the period due to inadequate rainfall; or
☐ There was no discharge due to retention onsite in retention/detention ponds; or
☐ Samples were not collected due to hazardous conditions;
☐ Qualifying events occurred outside of normal operating hours; or
☐ Other _____

3. Sign below to claim the Temporary Suspension for the applicable monitoring period. This sample must be collected and analyzed in the following quarter.

Temporary Suspension:_____
Signature

_____
Date

4. If the sample could not be collected during the subsequent quarter it may be permanently waived by signing below

Permanent Waiver: _____
Signature

_____
Date

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Appendix F
Semiannual Benchmark Monitoring Analysis: (if applicable)

Monitoring

Benchmark monitoring is sector specific and requires chemical analysis by a laboratory of designated constituents during the first and second half of each calendar year. The Benchmark Monitoring Requirements are detailed below:

Sector/SIC Code	Benchmark Monitoring Required?	
4212	[ ] Yes [X] No	
Benchmark Parameters & Limits		

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Sampling

After completing one of the visual analyses (during the first **and** second halves of the year), utilize the same sample to fill the laboratory provided glassware. (The same sample from the visual analyses can, but does not have to be utilized for the Benchmark analysis.) Ship samples packed on ice to the lab for analysis under appropriate chain of custody procedures.

Lab: Accutest Point **of Contact:** Sylvia Garza **Phone:**713-271-4700

Documenting

File copies of the lab analysis in this section. Compare lab results to the Benchmark Levels noted above. If no exceedances are noted, no actions are required. If exceedances are noted, complete a Benchmark Exceedance Investigation (Appendix G) to determine the source of the exceedance(s) and appropriate Best Management Practices to reduce the associated parameters to levels below the benchmarks.

Reporting

Benchmark Monitoring results must be reported by March 31 of the following year on TCEQ form 20091 (Appendix H).

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Appendix G
Benchmark Exceedance (BME) Investigations (as applicable)

Conducting

If Benchmark sampling results exceed one or more of the designated Benchmark levels (Appendix F), conduct a Benchmark Exceedance (BME) Investigation to document the results.

Documenting

A BME investigation typically includes a site investigation and subsequent report. There is no specified format for the report, but it will typically include the following components:

- A review of the analytical data in comparison to the Benchmarks;
- A discussion of the site operations and background information;
- A discussion of site observations as they relate to the Benchmark exceedance(s);
- A discussion of potential sources of the exceedance(s); and
- Recommendations for Best Management Practices (BMPs) to reduce the exceedance to levels below the benchmarks.

Though not required, accompanying photographs may be helpful.

Upon completion of the BME, file it in this Appendix.

Reporting

BMEs are not required to be submitted to any agency unless requested.

Frequently the MS4 will require copies of the BMEs be submitted to them. Check with the MS4 identified in Attachment 3 to determine if they require copies of the BME.

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Appendix H
Benchmark Monitoring Reports (BMRs)

Sampling

Benchmark sampling and analysis is conducted semi-annually (Appendix F) if required by the Sector specific requirements (Worksheet 10).

Documenting

Utilizing the lab data in Appendix F from the **TWO semi-annual sampling events**, prepare and complete TCEQ Form 20091, Benchmark Monitoring Report (which follows) by March 31 of the following year. File a copy of the completed BMR in the following section behind the colored slip sheet and submit the original as noted below.

Reporting

Submit the completed and signed BMR to the TCEQ at the following address:

TCEQ
Stormwater and Pretreatment Team, MC-148
P.O. Box 13087
Austin, TX 78711-3087

Send a copy to the MS4 if a copy of the NOI was submitted to the MS4. (See Attachment 3 for MS4 address if applicable).

We recommend submitting all documents via certified mail.

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Benchmark monitoring and reporting is not required for Sector P facilities.

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Appendix I
Total Maximum Daily Load (TMDL) Monitoring

TMDL Monitoring

For facilities that discharge a constituent of concern into impaired water bodies that do not meet an applicable water quality standard, analytical data must be obtained to support that the discharge is not expected to cause or contribute to an exceedance of a water quality standard. TMDL evaluations are conducted on a case-by-case basis.

Details of the waterbody that receives discharge from this facility are located in Worksheet 2 of this Plan.

This facility DOES NOT discharge to an impaired waterbody.

TMDL monitoring IS NOT required.

Sampling

Sampling for New and Existing discharges may be conducted when the facility discharges to an impaired waterbody with an approved TMDL.

Documenting

Not Required

Reporting

Not Required

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Appendix J
Hazardous Metals Waiver or
Annual Numeric Effluent Limitation (NEL) Monitoring

NEL Monitoring Waivers

A waiver from NEL monitoring can be obtained on a metal-by-metal or outfall-by-outfall basis **IF** one or more of the following conditions are met and certified in writing:

- The permittee certifies that the regulated facility does not use a raw material, produce an intermediate product or produce a final product that contains one or more of the identified hazardous metals; or
- The permittee certifies that any raw materials, intermediate or final products which contain a hazardous metal are not exposed to storm water; or
- The permittee collects a sample of the discharge, conducts the analysis of the sample and the results indicate that the metal(s) is/are not present in detectable levels.

To claim the waiver, complete the Hazardous Metal Waiver form contained in Appendix J and file the form behind the colored slip sheet in this Appendix. The form only needs to be completed once during the term of the five-year permit. No further action is required.

If previous sampling has been conducted to demonstrate compliance you **MAY** note the location of the analytical results and/or attach a copy of the analytical data to the completed waiver. However, this is not required.

Sampling completed:
N/A

Analytical results located:
N/A

IF THE HAZARDOUS METAL WAIVER CANNOT BE OR IS NOT SIGNED, THEN THE FOLLOWING IS REQUIRED:

Monitoring/Sampling

NEL monitoring requires chemical analysis by a laboratory for designated hazardous metals, or what is commonly referred to as the "12 Texas Metals." These metals and their associated effluent limits are provided below.

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Numeric Effluent Limitations

Hazardous Metal (Total – mg/L)	Daily Maximum- Inland Waters (mg/L)	Daily Maximum- Tidal Waters (mg/L)	Monitoring Frequency
Arsenic	**0.3**	**0.3**	**1/year**
Barium	**4.0**	**4.0**	**1/year**
Cadmium	**0.2**	**0.3**	**1/year**
Chromium	**5.0**	**5.0**	**1/year**
Copper	**2.0**	**2.0**	**1/year**
Lead	**1.5**	**1.5**	**1/year**
Manganese	**3.0**	**3.0**	**1/year**
Mercury	**0.01**	**0.01**	**1/year**
Nickel	**3.0**	**3.0**	**1/year**
Selenium	**0.2**	**0.3**	**1/year**
Silver	**0.2**	**0.2**	**1/year**
Zinc	**6.0**	**6.0**	**1/year**

NEL monitoring must be conducted annually (once per year) for designated outfalls and may be conducted in conjunction with the Quarterly Visual Analysis and/or Benchmark monitoring. NEL monitoring commences in the first full annual period following submission of the NOI.

After completing one of the visual analyses (during any of the four quarters), utilize the same sample to fill the laboratory provided glassware. Ship samples packed on ice to the lab for analysis under the appropriate Chain of Custody procedures.

Documenting

Place copies of the lab analysis in this section behind the colored slip sheet. Compare lab results to the NEL limits noted above using the appropriate tidal or inland water criteria (see Worksheet 2 for the correct designation). Based on the lab results, report as noted below.

If no exceedances are noted, no actions are required. Report as noted below.

If exceedances are noted, immediate actions may be required; see Reporting below. Exceedance of the NEL Level(s) **IS** a permit violation and must be reported to the TCEQ's Information Resource Center (MC 213). Additionally, exceedances of NEL levels indicate a deficiency in the effectiveness of the SWPPP and requires a review of the SWPPP and modifications to address the exceedance.

Reporting

If there are no exceedances:

No later than March 31 of the following year, complete, sign and file a DMR, EPA Form 3320 in Appendix K. Ensure you utilize the correct Tidal or Inland waters form. There is no requirement to submit these results to the agency.

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If the exceedance is less than 40% of the NEL then:

No later than March 31 of the following year, submit the completed and signed DMR to the TCEQ at the following addresses:

Texas Commission on Environmental Quality
Information Resources Division
MC-213
P.O. Box 13087
Austin, TX 78711-3087

And file a copy in Appendix K.

If the exceedance is greater than 40% of the NEL then:

Notify the TCEQ regional office and TCEQ Enforcement Division (MC 224) in Austin (see Appendix N for contact information), in writing, within five (5) business days of becoming aware of the non-compliance. File a copy of the notification in this Appendix with the lab results.

Completion and submission of a DMR by March 31 of the following year as noted above is also required.

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Hazardous Metals Monitoring Waiver for Stormwater Discharges Associated with Industrial Activity Under the TPDES Multi-Sector General Permit (TXR050000)

Complete this form for the outfalls listed in the facility's stormwater pollution prevention plan (SWPPP). Use additional forms as needed. Keep this form on site with the SWPPP and make sure that it is readily available to TCEQ investigators on request.

TPDES Permit Number: TXR05 | C | E | 9 | 1 |

Outfall (as listed in the SWPPP)	These metals are excluded from monitoring if checked:											
	As	Ba	Cd	Cr	Cu	Pb	Mn	Hg	Ni	Se	Ag	Zn
Outfall 01	X	X	X	X	X	X	X	X	X	X	X	X
Outfall 02	X	X	X	X	X	X	X	X	X	X	X	X

Key to metals: As = arsenic; Ba = barium; Cd = cadmium; Cr = chromium; Cu = copper; Pb = lead; Mn = manganese; Hg = mercury; Ni = nickel; Se = selenium; Ag = silver; Zn = zinc

I certify under penalty of law that the hazardous metals checked in the above table meet at least one of the three criteria found in Part III, Section C.1. (d) (1) to (4) for the discharge location/respective outfall that is authorized by the TPDES Multi-Sector General Permit:

- That the regulated facility does not use a raw material, produce an intermediate product, or produce a final product that contains one of these hazardous metals.
- That any raw materials, intermediate products, or final products which contain a hazardous metal are never exposed to stormwater or runoff.
- That a sample of the discharge from the facility has been analyzed for one or more of the listed hazardous metals, and the results indicate that the metal(s) is/are not present in detectable levels. Test methods utilized are sensitive enough to detect the following parameters at the minimum analytical level (MAL) as specified in Part III.D.1.(e)(iii) of the TDPES Multi-Sector General Permit.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Operator/Representative Name (printed or typed): _____

Signature: _____ **Date (mm/dd/yy):** _____

Appendix K
Discharge Monitoring Reports (DMRs): Annually (if required)

Sampling

NEL monitoring is conducted annually as discussed in Appendix J.

Documenting

A blank Discharge Monitoring Report follows.

Utilize the correct DMR (either Inland or Tidal) see Worksheet 2 if unsure.

File copies of the completed DMRs in this section behind the colored slip sheet.

Reporting

The results of NEL Monitoring must be submitted to the TCEQ no later than March 31 of the year following the annual sampling period, **but only if there were exceedances of the NELs**.

See the reporting requirements in Appendix J and file all DMRs and associated documents in this Appendix behind the colored slip sheet.

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PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different)

NAME

ADDRESS

FACILITY LOCATION

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

(2-16)	(17-19)
	N/A
PERMIT NUMBER	DISCHARGE NUMBER

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
	01	01		12	31
(20-21)	(22-23)	(24-25)	(26-27)	(28-29)	(30-31)

NOTE: Enter your authorization number in the underlined space in the upper right hand corner of this page. Example: STW/ TXR05J102/ CO

Only If required, mail to: TCEQ (MC 213)
P.O. Box 13087
Austin, TX 78711-3087

☐

PARAMETER (32-37)		(3 Card Only) QUANTITY OR LOADING (46-53)		(54-61)	(4 Card Only) QUALITY OR CONCENTRATION (38-45)	(46-53)	(54-61)		NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
Arsenic	SAMPLE MEASUREMENT	*******	*******	*******	******	******					
	SAMPLE REQUIREMENT	*******	*******	*******	******	******	0.3 Daily Max			1/Year	Grab
Barium	SAMPLE MEASUREMENT	*******	*******	*******	*******	*******					
	SAMPLE REQUIREMENT	*******	*******	*******	*******	*******	4.0 Daily Max	mg/l		1/Year	Grab
Cadmium	SAMPLE MEASUREMENT	*******	*******	*******	*******	*******					
	SAMPLE REQUIREMENT	*******	*******	*******	*******	*******	0.2 Daily Max	mg/l		1/Year	Grab
Chromium	SAMPLE MEASUREMENT	*******	*******	*******	*******	*******					
	SAMPLE REQUIREMENT	*******	*******	*******	*******	*******	5.0 Daily Max	mg/l		1/Year	Grab
Copper	SAMPLE MEASUREMENT	*******	*******	*******	*******	*******					
	SAMPLE REQUIREMENT	*******	*******	*******	*******	*******	2.0 Daily Max	mg/l		1/Year	Grab

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE		DATE		
	I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.						
		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE	NUMBER	YEAR	MO	DAY
TYPED OR PRINTED							

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different)

NAME

ADDRESS

FACILITY LOCATION

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

(2-16)	(17-19)
PERMIT NUMBER	N/A DISCHARGE NUMBER

NOTE: Enter your authorization number in the underlined space in the upper right hand corner of this page. Example: STW/ TXR05J102/ CO

Only If required, mail to: TCEQ (MC 213)
P.O. Box 13087
Austin, TX 78711-3087

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
	01	01		12	31
(20-21)	(22-23)	(24-25)	(26-27)	(28-29)	(30-31)

☐

PARAMETER (32-37)		(3 Card Only) QUANTITY OR LOADING (46-53)			(4 Card Only) QUALITY OR CONCENTRATION (38-45)	(46-53)	(54-61)		NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
Lead	SAMPLE MEASUREMENT	*******	******	*******	******	******					
	SAMPLE REQUIREMENT	*******	******	*******	******	******	1.5 Daily Max			1/Year	Grab
Manganese	SAMPLE MEASUREMENT	*******	*******	*******	*******	*******					
	SAMPLE REQUIREMENT	*******	*******	*******	*******	*******	3.0 Daily Max	mg/l		1/Year	Grab
Mercury	SAMPLE MEASUREMENT	*******	*******	*******	*******	*******					
	SAMPLE REQUIREMENT	*******	*******	*******	*******	*******	0.01 Daily Max	mg/l		1/Year	Grab
Nickel	SAMPLE MEASUREMENT	*******	*******	*******	*******	*******					
	SAMPLE REQUIREMENT	*******	*******	*******	*******	*******	3.0 Daily Max	mg/l		1/Year	Grab
Selenium	SAMPLE MEASUREMENT	*******	*******	*******	*******	*******					
	SAMPLE REQUIREMENT	*******	*******	*******	*******	*******	0.2 Daily Max	mg/l		1/Year	Grab

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE		DATE		
	I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.						
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE	NUMBER	YEAR	MO	DAY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

HAZARDOUS METALS - INLAND WATERS

STW / TXR05_____ / CO

PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different)

NAME

ADDRESS

FACILITY LOCATION

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

NOTE: Enter your authorization number in the underlined space in the upper right hand corner of this page. Example: STW/ TXR05J102/ CO

(2-16)	(17-19)
PERMIT NUMBER	DISCHARGE NUMBER
	N/A

Only If required, mail to: TCEQ (MC 213)
P.O. Box 13087
Austin, TX 78711-3087

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
	01	01		12	31
(20-21)	(22-23)	(24-25)	(26-27)	(28-29)	(30-31)

☐

PARAMETER (32-37)		(3 Card Only) QUANTITY OR LOADING (46-53)		(54-61)	(4 Card Only) QUALITY OR CONCENTRATION (38-45)	(46-53)	(54-61)		NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
Silver	SAMPLE MEASUREMENT	*******	*******	*******	*******	*******					
	SAMPLE REQUIREMENT	*******	*******	*******	*******	*******	0.2 Daily Max	mg/l		1/Year	Grab
Zinc	SAMPLE MEASUREMENT	*******	*******	*******	*******	*******					
	SAMPLE REQUIREMENT	*******	*******	*******	*******	*******	6.0 Daily Max	mg/l		1/Year	Grab

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE		DATE		
	I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.						
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE	NUMBER	YEAR	MO	DAY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

EPA Form 3320-1 (3-99) (REPLACES EPA FORM T-40 WHICH MAY NOT BE USED) PAGE OF

Appendix L
Employee Education (One-time) and Training (Annually)

Education

All employees are required to be educated on the basic goals of the SWPPP and how to contact the Storm Water Pollution Prevention Team regarding storm water concerns. A one page education form follows in this section. The form can be reproduced and distributed to all employees to read and acknowledge. File copies in the employee training records or in this section behind the colored slip sheet.

Training

An employee training program has been/will be established and implemented at this facility to educate all employees responsible for implementing or maintaining activities identified in the SWPPP. All designated employees are required to participate in an annual refresher training course. At a minimum, the following topics shall be included in the training:

- Proper materials management and handling;
- Spill prevention methods;
- Location of spill prevention materials and equipment;
- Spill clean-up techniques;
- Proper spill reporting;
- Used oil and spent solvent management;
- Fueling procedures;
- Proper painting procedures;
- Used battery management; and
- Familiarization with:
    - Good housekeeping measures;
    - BMPs; and
    - General goals of the SWPPP.

Documenting

Copies of all education and training records to include the curriculum and sign in sheets are maintained in this Appendix behind the colored slip sheet, or otherwise maintained onsite.

Reporting

There are no requirements to report annual training; however, it must be available to an inspector for review upon request.

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Storm Water Pollution Prevention Plan (SWPPP)
Employee Education Form

The State of Texas has issued regulations designed to protect the surface waters of the State from chemicals and pollutants generated during day-to-day industrial and commercial operations. This regulation, the Texas Pollution Discharge Elimination System (TPDES) General Permit, requires that all employees be trained on the goals of the Storm Water Pollution Prevention Plan (SWPPP), and be notified of the members of the pollution prevention team.

Storm water runoff associated with industrial activities is rainfall or snowmelt runoff that leaves an industrial facility through any system used for collecting and conveying storm water originating from manufacturing, processing, material storage and waste material disposal areas (and similar areas where storm water can contact industrial pollutants related to the industrial activity).

A SWPPP has been developed and implemented to manage the storm water discharged from this facility. The goals of the SWPPP are to:

- Identify actual and potential sources of pollution that may reasonably be expected to affect the quality of storm water discharges from the facility;
- Establish practices that will reduce pollution in storm water discharges from the facility;
- Describe how the selected practices and controls are appropriate for the facility and how each will effectively prevent or lessen pollution; and
- Discuss how controls and practices relate to each other comprising a facility-wide approach for pollution prevention in storm water discharges.

The members of the Pollution Prevention Team are listed in Worksheet 3 of this Plan. Any of the individuals can be contacted regarding questions, comments or problems relating to storm water pollution prevention.

Signature	**Print**	**Date**

(Each employee can read and sign this document OR employees can be briefed en masse and a sign in sheet attached to this document to fulfill the employee education requirement.)

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Training Sign-In Sheet

Facility: _____

Training Session Title: Annual SWPPP Employee Training

Training Date: _____

Name Printed	Signature

Training was conducted by: _____

Trainer Name: _____

Signature: _____

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Appendix M
Annual Comprehensive Compliance Evaluation (ACCE)

Conducting

The Annual Comprehensive Site Compliance Evaluation (ACCE) is conducted at a minimum, once per year by a qualified employee or designated representative and at least one member of the Storm Water Pollution Prevention Team in order to evaluate the effectiveness of the SWPPP. This evaluation can be conducted in lieu of routine inspections but must include at a minimum:

1. An inspection of all areas identified in the inventory of exposed material;
2. Inspection of all structural controls to include maintenance and effectiveness;
3. Inspection of all non-structural controls including BMP effectiveness, good housekeeping measures, and spill prevention;
4. Inspection of all reasonably accessible areas immediately downstream of each outfall; and
5. A review of all records required by the permit.

Documenting

A blank ACCE form is provided in this Appendix. The ACCE must be documented in a written report, completed within 30 days of performing the site inspection and must identify any incidents of non-compliance. Any issues of non-compliance must be remedied as soon as practicable but no later than 12 weeks from completion of the ACCE report.

Revisions to the SWPPP resulting from the ACCE must be made and implemented within 12 weeks following completion of the ACCE report.

Copies of the ACCE report are filed in this Appendix behind the colored slip sheet, or otherwise filed onsite.

Reporting

There are no requirements to report the ACCE; however, it must be made available to an inspector upon request.

Certification

Review and signature of the ACCE by an authorized signatory constitutes the annual review and certification of the SWPPP.

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Storm Water Pollution Prevention Plan (SWPPP)
Annual Comprehensive Compliance Evaluation (ACCE)

Date of Inspection: _____

Minor modifications to the SWPPP such as personnel changes, changes in phone numbers, etc. should be made as pen changes to the SWPPP. Changes of a significant nature such as implementation of a new Best Management Practice (BMP), a change in the types or quantities of materials exposed to storm water, or modifications to facility structures or operations should be evaluated using this format, and when appropriate, the site map and or worksheets modified to reflect the changes.

1. **Describe the scope and purpose of the inspection or revisions to the SWPPP. Include the date, personnel involved, what was done, discussed or resolved.**

2. **Discuss any SWPP Team changes.**

3. **Note any changes to exposed significant materials, either additions or deletions of materials or quantities of materials.**

4. **Have there been any significant spills or leaks since the previous inspection? If yes, discuss location, source, response actions, disposal procedures and preventative measures taken to prevent recurrence.**

5. **Conduct a non-storm water discharge inspection for each outfall. Note results. If a non-storm water discharge was observed, describe the flow and discuss potential sources.**

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6. Have drainage patterns been altered so as to create new outfalls or drainage areas? If so, the map must be modified and new or additional sampling locations may be required. If these are to be considered substantially identical outfalls, a discussion of the industrial activities in the drainage area, significant materials stored, management practices and pollution control structures must be provided to substantiate to the justification for using the representative discharge waiver.

7. Are the existing structural and non-structural control measures adequately implemented, maintained and properly placed in order to control storm water pollution?

8. Is the proper equipment, such as spill cleanup material, on hand?

9. Identify and discuss any new potential pollutant sources and structural/non-structural BMPs required to control the pollutants.

10. Inspect reasonably accessible areas immediately downstream of each outfall for evidence of storm water pollution impacts.

11. Are temporary suspensions and waiver documents, sampling data and report forms maintained?

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12. Are rain gauges onsite and a rain log maintained?

13. Does the facility discharge into any MS4? If so, which one?

14. Is the receiving water body considered impaired according to the 303(d) list? If so, for what constituents?

15. Is there a TMDL in place for these receiving waters?

16. Review the Notice of Intent (NOI) and note any changes that may require submission of a Notice of Change (NOC).

17. Review all required records:

- ***Routine Inspections***
- ***Quarterly Visual Analysis***
- ***Benchmark Monitoring Results***

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- ***Comprehensive Compliance Evaluations***

- ***NEL Monitoring/Reporting***

- ***Training Records***

Based on observations and information obtained during this compliance evaluation, I certify that this facility is in compliance with the terms of the Storm Water Pollution Prevention Plan and the terms of the Texas Pollutant Discharge Elimination System (TPDES) Permit, except for the following issue(s) of non-compliance:

* Issue(s) of non-compliance must be rectified within 12 weeks of the inspection.

Signature of Inspector Date

CERTIFICATION

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Authorized Signatory(s) **Title** **Date**

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Appendix N
Emergency and Other Contact Information

Notifications

Federal

National Response Center	(800) 424-8802
EPA, Region 6	(800) 887-6063

State

TCEQ Emergency Response (24-hour Spill Reporting)	(800) 832-8224
TCEQ Enforcement Division	(512) 239-5100
TCEQ Region 12 (713)-767-3500	

Local

Local Emergency Response	9-1-1

The facility does discharge directly to a MS4, thus, it is required to submit a copy of the NOI letter to the City.

City of Tomball (281) 351-5484
401 Market St.
Tomball, TX 77375
Water Department

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Appendix O
Subcontractor Agreement

Purpose

This subcontractor agreement is intended to be used to notify subcontractors working at your facility that you are covered under a TPDES Permit, and their actions may affect your permit coverage and compliance.

Documenting

This form is NOT required, but can serve as a valuable tool to enlist subcontractor support in meeting the terms and requirements of your TPDES Permit. Copies of the completed and signed form should be maintained in this Appendix behind the colored slip sheet, or otherwise maintained onsite.

Reporting

There are no requirements to report this information.

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TPDES SUBCONTRACTOR
STORM WATER POLLUTION PREVENTION PLAN
COMPLIANCE AGREEMENT

_____(Subcontractor) has been engaged by

_____(Owner) to perform designated work at

_____(Site). Subcontractor compliance with the attached Storm Water Pollution Prevention Plan (SWPPP) is necessary for the Owner to maintain compliance with the terms of their TPDES and avoid potential civil and criminal violations of the Clean Water Act of 1972.

To this end, Subcontractor has reviewed the attached SWPPP and agrees to comply with the Best Management Practices (BMPs) outlined in the SWPPP. Furthermore, all efforts to comply with the terms of the TPDES program and the Facility TPDES permit will be expended.

Any questions relating to TPDES compliance or the Facility SWPPP can be directed to the Owner's representative:

_____ at (____) _____.

For: _____
Subcontractor

_____
Signature

_____
Date

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Appendix P
Spill Prevention and Response and Record of Containment Drainage

Spill Prevention Control and Countermeasure (SPCC) applicability: See Worksheet 7.

Per 40 CFR 112:

A SPCC Plan IS AVAILABLE for this facility as of the SWPPP implementation date.

If in place, the SPCC Plan is dated:
Dec-12

And requires renewal by:
Dec-17

Documenting

If a SPCC Plan is not in place, then document secondary containment/dike drainage to the surface by completing the following form. Copies of the completed forms should be filed behind the colored slip sheet.

Reporting

There is no requirement to report this information.

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Record of Containment Drainage

Date	Containment Area	Presence of Oil Sheen[1]		Time Open	Time Closed	Signature
		Yes	No			

Note: If oil sheen is observed, notify the SWPPP Team Leader. Do not drain the secondary containment area until notified to do so by the SWPPP Team Leader.

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Appendix Q
Annual Water Quality Fee

The TCEQ charges an Annual General Permit Storm Water (GPS) fee for all active permits on September 1 each year. The fee is due 30 days after the "invoice date". Late fees are assessed if not paid by the due date.

Questions or concerns can be addressed to the following:

Texas Commission on Environmental Quality
Wastewater Permitting Section Storm Water & Pretreatment Team, MC148
P.O. Box 13087
Austin, Texas 78711-3087
512/239-4433

Documenting

Place a copy of the check and the payment coupon behind the blue slip sheet in this section.

Reporting

There is no requirement to report this information, but the payment must be made on time.

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Worksheet 1: Signatory Requirements and Certification

Signature Requirements in 30 TAC §305.44

IF YOU ARE A CORPORATION:

The regulation governing who may sign an application form is 30 TAC §305.44(a)(1). According to this provision, any corporate representative may sign an application form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the application form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

If you have questions or need additional information concerning the signatory requirements discussed above, please contact the TCEQ Environmental Law Division at (512) 239-0600.

30 Texas Administrative Code

§305.44. Signatories to Applications.

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

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Plan Certification

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

2016		
Authorized Signatory(s)	**Title**	**Date**

*Annual certification attests to work conducted and documents prepared during that year only.

Subsequent plan certifications are included as part of the Annual Comprehensive Compliance Evaluation (ACCE) in Appendix M.

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Executive Director
Texas Commission on Environmental Quality
Storm Water and Pretreatment Team
P.O. Box 13087, MC-148
Austin, TX 78711-3087

Subject: Delegation of Signatories to Reports

Facility/Company/Site Name: Waste Corporation of America N Houston Residential HC

TPDES Authorization Number: TXR05CE91

Dear Executive Director:

This letter serves to designate the following people or positions as authorized personnel for signing reports, storm water pollution prevention plans, certifications or other information requested by the Executive Director or required by the general permit, as set forth by 30 TAC §305.128 (see page 2).

Name or Position	Site Manager
Name or Position	Maintenance Manager
Name or Position	Operations Manager
Name or Position	Stormwater Compliance Inspector

I understand that this authorization does not extend to the signing of a Notice of Intent for obtaining coverage under a storm water general permit.

By signing this authorization, I confirm that I meet the requirements to make such a designation as set forth in 30 TAC §305.44 (see page 2).

Sincerely,

_____	_____	_____
Signature	Title	Date
_____	( ) - _____	
Printed Name	Contact Number	

RELEVANT PROVISIONS

305.128(a) All reports requested by permits and other information requested by the executive director shall be signed by a person described in §305.44(a) of this title (relating to Signatories to Applications) or by a duly authorized representative of that person. A person is a duly authorized representative only if:

(1) the authorization is made in writing by a person described in §305.44(a) of this title (relating to Signatories to Applications);

(2) the authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity or for environmental matters for the applicant, such as the position of plant manager, operator of a well or well field, environmental manager, or a position of equivalent responsibility. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and

(3) the written authorization is submitted to the executive director.

(b) If an authorization under this section is no longer accurate because of a change in individuals or position, a new authorization satisfying the requirements of this section must be submitted to the executive director prior to or together with any reports, information, or applications to be signed by an authorized representative.

(c) Any person signing a report required by a permit shall make the certification set forth in §305.44(b) of this title (relating to Signatories to Applications).

305.44(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

(b) A person signing an application shall make the following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Executive Director
Texas Commission on Environmental Quality
Storm Water and Pretreatment Team
P.O. Box 13087, MC-148
Austin, TX 78711-3087

Subject: Delegation of Signatories to Reports

Facility/Company/Site Name: Waste Corporation of America N Houston Residential HC

TPDES Authorization Number: TXR05CE91

Dear Executive Director:

This letter serves to designate the following people or positions as authorized personnel for signing reports, storm water pollution prevention plans, certifications or other information requested by the Executive Director or required by the general permit, as set forth by 30 TAC §305.128 (see page 2).

Name or Position	Site Manager
Name or Position	Maintenance Manager
Name or Position	Maintenance Supervisor
Name or Position	Stormwater Compliance Inspector

I understand that this authorization does not extend to the signing of a Notice of Intent for obtaining coverage under a storm water general permit.

By signing this authorization, I confirm that I meet the requirements to make such a designation as set forth in 30 TAC §305.44 (see page 2).

Sincerely,

_____	_____	_____
Signature	Title	Date
_____	( ) - _____	
Printed Name	Contact Number	

RELEVANT PROVISIONS

305.128(a) All reports requested by permits and other information requested by the executive director shall be signed by a person described in §305.44(a) of this title (relating to Signatories to Applications) or by a duly authorized representative of that person. A person is a duly authorized representative only if:

(1) the authorization is made in writing by a person described in §305.44(a) of this title (relating to Signatories to Applications);

(2) the authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity or for environmental matters for the applicant, such as the position of plant manager, operator of a well or well field, environmental manager, or a position of equivalent responsibility. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and

(3) the written authorization is submitted to the executive director.

(b) If an authorization under this section is no longer accurate because of a change in individuals or position, a new authorization satisfying the requirements of this section must be submitted to the executive director prior to or together with any reports, information, or applications to be signed by an authorized representative.

(c) Any person signing a report required by a permit shall make the certification set forth in §305.44(b) of this title (relating to Signatories to Applications).

305.44(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

(b) A person signing an application shall make the following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Worksheet 2: General Facility Information

Name	North Houston Residential
Address	24030 Tomball Pkwy, Tomball, TX 77375
SIC Code	4212
TPDES Sector(s)	Sector P
Operating Days/Hours	M-F 5am to 6pm
Receiving Waterbody & 303(d) Status	Dry Gully, Segment 1009 Tidal or Inland Waters? Inland Impaired? No TMDL in place? Yes, for bacteria Will discharge impact waterbody? No. The storm water discharge will not contribute to bacterial loading in the receiving waterbody because there are no exposed sources of bacteria on site.
Edwards Aquifer Recharge Zone If Yes, cite the title and date of the plans as well as the location	No
Facility Type	Industrial
TPDES Permit No.	TXR05CE91
Owner	Waste Corporation of America
Operator	North Houston Residential
Primary Contact	Maintenance Manager
Contact Information	281-714-9827

As a Land Transportation and Warehousing facility (Sector P), the facility engages in the following activities:

- Vehicle and equipment maintenance;
- Storage;
- Fueling and washing; and
- Maintenance and loading/unloading of petroleum product containers as well as non-petroleum containers.

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Worksheet 3: Pollution Prevention Team

The listed Pollution Prevention Team is responsible for development of the SWPPP and for assisting the operator/facility in the implementation, maintenance and revision of the SWPPP. This includes:

1. Developing the SWPPP;
2. Ensuring inspections are conducted;
3. Reviewing results of sampling data; and
4. Modifying the SWPPP as required based on inspections and sampling data results.

The Pollution Prevention Team and their associated responsibilities are identified in the following table.

Pollution Prevention Team Roster

Leader Name/Title	Site Manager
Contact Information	281-766-1914
Responsibilities	Overall compliance with the terms of the TPDES MSGP; budgeting SWPPP and compliance costs, reviewing visual and analytical monitoring results; preparation and submission of all required reports, conducting or arranging for completion of Annual Comprehensive Compliance Evaluation (ACCE) and training.
Members	
Member #1	Maintenance Manager
Contact Information	281-714-9827
Responsibilities	Ensure quarterly site inspections are conducted and documented; ensure any deficiencies and potential BMPs to rectify the problem(s) are identified and corrected; ensure quarterly visual storm water sampling as required by the permit is conducted; conduct corrective/preventative maintenance of storm water controls; coordinate and supervise spill response actions and, ensure all records and documents as stipulated in the permit and SWPPP are maintained.
Member #2	Maintenance Supervisor
Contact Information	832-214-8024
Responsibilities	Ensure good housekeeping practices are implemented; assist facility manager with preventive and periodic maintenance of all storm water controls as necessary; assist facility manager with the coordination and supervision of spill response actions.
Member #3	Stormwater Compliance Inspector
Contact Information	(281) 210-0084
Responsibilities	Available to conduct or assist with the ACCE and the annual training requirements, routine inspections, Benchmark Exceedance Investigations (BMEs) or other tasks, as needed. Resource for compliance questions or consulting as needed.

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Worksheet 4: Exposed Materials

The following table lists materials at the facility which have the potential to be exposed to precipitation or runoff. The inventory must be updated 30 days following a significant change in type or management of a material. Do not include drums or tanks that are sealed and in good condition.

Exposed Material Inventory

Material Name	Estimated Quantity	Location	Period of Exposure	Method of Storage
Municipal solid waste	1 - 5 yds.	Container Storage area	365 Days/year	Inside covered containers
40-yd roll off trash	1 to 5	Container Storage area	365 Days/year	Covered on the ground
Scrap metal	varies	Container Storage area	365 Days/year	Covered roll off container
Empty cans and containers	varies	Container Storage area	365 Days/year	Outdoors in storage area
Connex Boxes	2	East of Maintenance Shop	365 Days/year	Outside near maintenance shop
Ultra-low sulfur diesel highway fuel	10,000 gallons	Fuel Island, middle of yard	365 Days/year	double-walled tank
Mobile pressure washer water	1	North corner of yard	365 Days/year	Brought in by third party
Port-O-Let	2	Near 10,000-gallon diesel tank	365 Days/year	Outdoors near diesel tank

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Worksheet 5: Potential Pollutant Sources

The following is a summary of the potential pollutant sources associated with the operations of the facility:

Narrative Description

Activity	Description	Potential Pollutants	Outfall(s) Affected
Loading and Unloading	Transfer of oil products or chemicals to and from containers and vehicles/equipment	TSS, BOD, TPH, COD and O&G	01,02
Vehicle Tracking of Sediments	Brought in from offsite	TSS	01,02
Vehicle and Equipment Maintenance	Routine maintenance of equipment used onsite	O&G, heavy metals, chlorinated solvents, ethylene glycol and pH changes	02
Outdoor Vehicle and Equipment Storage and Parking	Storage for use	O&G, heavy metals and BTEX	01,02
Refueling Points and ASTs	Refueling forklift and/or vehicle fuel, oils, etc. .	BTEX, TPH, heavy metals and O&G	01,02
Equipment and Vehicle Washing	Routine removal of soils/dirt from machinery	Heavy metals, solvents, TSS, salts and O&G	01,02
Onsite Waste/Storage Disposal	General trash, drum waste, nonhazardous materials	TSS, BOD, COD and O&G	01,02
Waste	Temporarily-placed materials not suited for recycling stored in closed container	TSS, BOD, COD and O&G	01,02
Outdoor Product Storage	Storage of product for further use or customer holding	TSS, BOD, TPH, COD, O&G, BTEX, TPH, and heavy metals	01,02

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Worksheet 6: Non-Storm Water Discharge Inspections and Certifications

This facility has been inspected for the following non-emergency, non-storm water discharges:

1. Discharge from firefighting activities & uncontaminated fire hydrant flushing;
2. Potable water sources;
3. Lawn watering and/or other irrigation drainage;
4. Water from the routine external washing of buildings without the use of detergents or chemicals;
5. Water from the routine washing of pavement conducted without the use of chemicals or detergents where there have not been spills of hazardous or toxic chemicals;
6. Uncontaminated air conditioner, compressor and steam condensate;
7. Water from foundation or footing drains when flows are not contaminated;
8. Water used for dust suppression;
9. Springs or other uncontaminated groundwater; and
10. Discharge from aerobic sprinkler system.

None of the discharges above were noted during the site visit unless noted on the non-storm water discharge inspection forms.

All outfalls were visually inspected. Copies of the inspection checklists are below as well as the certification confirming evaluation of the facility's outfalls.

All outfalls were visually inspected; there was no failure to certify.

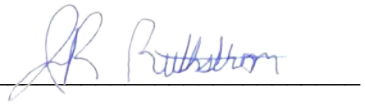
If an outfall was not inspected/tested, the failure to certify worksheet, below, must be completed and submitted to TCEQ within 180 days.

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NON-STORM WATER DISCHARGE INSPECTION

(Complete one worksheet for each outfall)

Completed By:

J.Ruthstrom Signature: 

Date:

11/29/2016 Time: 1440

Outfall No. 01

Time since last rain (hours or days) 11/25/2016 Quantity of last rain (inches):0.06

Flow observed:

[ ] YES [X] NO

CONTINUE IF FLOW OBSERVED = YES

Visual Inspection

Description (color, odor, appearance of foreign material, oil sheen, etc.):

Temperature: (use descriptor such as cold or hot if thermometer is not available):

Volume (gallons/minute):

Review of Construction Plans:

Smoke or Dye Tests:

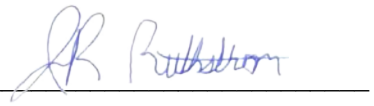
SUSPECTED POTENTIAL SOURCES AND COMMENTS:

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NON-STORM WATER DISCHARGE INSPECTION

(Complete one worksheet for each outfall)

Completed By:

J.Ruthstrom Signature: 

Date:

11/29/2016 Time: 1450

Outfall No. 02

Time since last rain (hours or days) 11/25/2016 Quantity of last rain (inches):0.06

Flow observed:

[ ] YES [X] NO

CONTINUE IF FLOW OBSERVED = YES

Visual Inspection

Description (color, odor, appearance of foreign material, oil sheen, etc.):

Temperature: (use descriptor such as cold or hot if thermometer is not available):

Volume (gallons/minute):

Review of Construction Plans:

Smoke or Dye Tests:

SUSPECTED POTENTIAL SOURCES AND COMMENTS:

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NON-STORM WATER DISCHARGE ASSESSMENT AND CERTIFICATION (To be completed only in the event of a non-storm water flow)	**COMPLETED BY:** J.Ruthstrom **SIGNATURE:** **TITLE/COMPANY:** Stormwater Compliance Inspector/ Timber Creek Environmental **DATE:** 11/29/2016

Date of Test or Evaluation	Outfall Directly Observed During the Test (identify as indicated on the site map)	Method Used to Test or Evaluate Discharge	Describe Results from Test for the Presence of Non-Storm Water Discharge	Identify Potential Significant Sources	Name of Person Who Conducted the Test or Evaluation
11/29/2016	01	Visual	No Non Stormwater discharge was observed		J. Ruthstrom
11/29/2016	02	Visual	No Non Stormwater discharge was observed		J. Ruthstrom

CERTIFICATION

I, _____ (Responsible corporate official), certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment of knowing violations.

Name & Official Title (type or print):	Area Code and Telephone No:
Site Manager	281-766-1914
Signature:	Date Signed:

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NON-STORM WATER DISCHARGE ASSESSMENT AND INABILITY/FAILURE TO CERTIFY NOTIFICATION	**COMPLETED BY:** J.Ruhstrom **SIGNATURE:** **TITLE/COMPANY:** Stormwater Compliance Inspector/ Timber Creek Environmental **DATE:** 11/29/2016

Directions: If you cannot feasibly test or evaluate an outfall, fill in the table below with the appropriate information and sign this form to certify the accuracy of the included information. List all outfalls not tested or evaluated, describe any potential sources of non-storm water pollution from listed outfalls, and state the reason(s) why certification is not possible. Use the key from your site map to identify each outfall.

Important Notice: If applicable, a copy of this notification must be signed and submitted to the Director within 180 days of the effective date of the inspection.

Identify Outfall Not Tested/Evaluated	Description of Why Certification is Infeasible	Description of Potential Sources of Non-Storm Water Pollution
N/A		

CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment of knowing violations, and that such notification has been made to the Director within 180 days of August 15, 2016 (date permit was issued), the effective date of this permit.

Name & Official Title (type or print): Site Manager	Area Code and Telephone No: 281-766-1914
Signature:	Date Signed:

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Worksheet 7: Spill and Leak History

Year	Material and Quantity Spilled	Did spill result in discharge?	Corrective Actions Taken	Plan for Preventing Recurrence
2013	None	[ ] Yes [ ] No		
2014	None	[ ] Yes [ ] No		
2015	None	[ ] Yes [ ] No		
2016		[ ] Yes [ ] No		
2017		[ ] Yes [ ] No		
2018		[ ] Yes [ ] No		
2019		[ ] Yes [ ] No		
2020		[ ] Yes [ ] No		

In accordance with 40 CFR 112, the facility has a Spill Prevention, Control and Countermeasure (SPCC) Plan in effect. The Plan was prepared in Dec-12 and should be reviewed/revised for compliance by Dec-17. Spills and leaks are managed in accordance with the SPCC Plan.

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Worksheet 8: Pollution Prevention Measures and Controls

The Texas Pollutant Discharge Elimination System – Multisector General Permit (TPDES-MSGP) requires that all stockpiled materials, intermediately covered areas and inactive areas be stabilized to prevent erosion and other sources of storm water pollution. This is in part accomplished by good housekeeping measures and Best Management Practices (BMPs) to implement and maintain the facility's pollution prevention measures and controls.

BMPs are also referred to as Operational Controls and Structural Controls. Both are typically utilized in conjunction to minimize adverse impacts to storm water. Structural Controls include things that can be physically touched such as silt fence, rock check dams or sediment ponds. Operational Controls cannot be touched but can be equally effective at reducing storm water pollution. Operational Controls include activities such as personnel training, trash/litter pickup and routine sweeping. Both Operational and Structural Controls are to be continually addressed to ensure effective BMPs.

See Appendix B for the facility's list of Structural and Operational Controls to be implemented as well as existing BMPs to maintain.

Spill prevention and response is another necessary part of a facility's BMPs and is covered in Worksheet 7 of this Plan.

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Worksheet 9: General Monitoring and Reporting

The TPDES-MSGP addresses four types of storm water monitoring:

1. Visual analysis, conducted on a quarterly basis (applicable to ALL permittees);
2. Numeric Effluent Limitation (NEL) monitoring for hazardous metals, conducted annually, or waived (one or the other is required for ALL permittees);
3. Benchmark Analysis for designated constituents conducted semi-annually (required for designated sectors only); and
4. Total Maximum Daily Load (TMDL) monitoring for discharges of a pollutant of concern conducted one or more times annually. TMDL monitoring must be evaluated for applicability based on geographic location, the receiving waters, and site operations.

Based on the Sector, location and operations the following sampling and analysis are required for this facility:

[X] Visual Analyses (Quarterly)

[ ] Benchmark Monitoring (Semi-Annually)

[ ] NEL Monitoring (Annually)

[ ] TMDL Monitoring (As Required)

All samples must be collected from a qualifying storm event (defined in Attachment 2) and from designated outfalls, as noted on the site map (Appendix A) by December 31st of each annual monitoring period.

Representative Discharges for Substantially Similar Outfalls

If the facility has a discharge that is expected to be substantially similar to other discharges based on the industrial activities in those drainage areas, one discharge can be sampled, and the results reported for both discharges.

Outfall(s) to Sample	Substantially Similar Outfalls	Description of Substantially Similar Activities
02	01	Outfall 02 receives stormwater from all potential pollutant sources and storage on site.

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Worksheet 10: Sector-Specific Requirements

In addition to general requirements of the Texas Pollution Discharge Elimination System Multisector General Permit (TPDES MSGP), the site must implement the following control measures, and document the measures being used for each measure. The following sections address sector specific requirement set forth in Part V of the MSGP for Sector P, Land Transportation and Warehousing.

Additional SWPPP Sector P Requirements

- **Good housekeeping measures** – In addition to general permit housekeeping requirements, the following control measure are required and documented:
  - **Vehicle and Equipment Storage Areas** – Minimize the potential for storm water exposure to leaky or leak-prone vehicles or equipment that are awaiting maintenance.
  - **Fueling Areas** – Minimize contamination of storm water from fueling areas.
  - **Material Storage Areas** – Maintain all material containers (e.g., for used oil/oil filters, spent solvents, paint wastes, hydraulic fluids) to prevent contamination of storm water and plainly label them (e.g., "Used Oil," "Spent Solvents")
  - **Vehicle and Equipment Maintenance and Cleaning Areas** – Minimize contamination of storm water runoff from all areas used for vehicle and equipment maintenance or cleaning.
  - **Locomotive sanding areas** – Loading sand for traction areas.

- **Employee Training** – The following information is included in employee training: used oil and spent solvent management, fueling procedures, general good housekeeping, proper painting procedures, and used battery management.

- **Drainage Area Site Map** – The site map identifies the following activities that may be exposed to storm water: fueling stations, vehicle/equipment maintenance or cleaning, storage areas for vehicle/equipment with actual or potential fluid leaks, loading/unloading areas, areas where treatment, storage or disposal of wastes occur, liquid storage tanks, processing areas and storage areas.

- **Potential pollutant sources** – Areas for potential pollution sources were identified for the following activities: onsite waste storage or disposal, dirt/gravel parking areas for vehicles awaiting maintenance, illicit plumbing connections between shop floor drains and Stormwater conveyance systems, and fueling areas.

- **Spill Prevention and Response Measures** – Vehicles and equipment scheduled for maintenance and have potential fluid leaks are confined to a designated area. Spill prevention and response measures are defined for this area including specific measures to prevent or minimize contamination of storm water from fueling areas.

- **Additional Inspection Requirements** – Inspection procedures are developed according to the standard periodic inspection requirements of the MSGP and conducted at least once per quarter in the following areas: storage areas for vehicles and equipment awaiting maintenances, fueling areas, vehicle and equipment maintenance areas, material storage areas, vehicle/equipment cleaning areas and loading/unloading areas.

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Attachment 1: List of Acronyms and Abbreviations

ACCE	Annual Comprehensive Site Compliance Evaluation
AST	Aboveground Storage Tank
BOD	Biological Oxygen Demand
BME	Benchmark Exceedance Investigation
BMP	Best Management Practices
BMR	Benchmark Monitoring Report
BM	Benchmark Monitoring
BTEX	Benzene, Toluene, Ethylbenzene and Xylene
COD	Chemical Oxygen Demand
DMR	Discharge Monitoring Report
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to Know Act
MS4	Municipal Separate Storm Sewer System
MSGP	Multi Sector General Permit
NEL	Numeric Effluent Limits
NOC	Notice of Change
NOI	Notice of Intent
O&G	Oil and Grease
QVA	Quarterly Visual Analysis
SPCC	Spill Prevention, Control and Countermeasure Plan
SWPPP	Storm Water Pollution Prevention Plan
TMDL	Total Maximum Daily Load
TCEQ	Texas Commission on Environmental Quality
TPDES	Texas Pollutant Discharge Elimination System
TPH	Total Petroleum Hydrocarbons
TSS	Total Suspended Solids
VOC	Volatile Organic Compounds

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Attachment 2: Storm Water Sampling Procedures

Sample Collection Protocol

The permittee will conduct a visual analysis of each storm water discharge from the facility on a quarterly basis – January through December. For each outfall sampled, a blank Quarterly Visual Storm Water Discharge Analysis form should be completed. When possible the same person should conduct the analysis and complete the form in order to maintain a degree of consistency to a very subjective analysis.
In order to meet the terms of the permit, a single grab sample must:

- Be collected within the first 30 minutes of flow. If this is not practical it must be collected within the first hour of flow, and the reason for not collecting it within the first 30 minutes must be documented on the sample analysis form.
- Be collected from a storm event of 0.10 inch or greater.
- Be collected during normal operating daylight hours
- Have been preceded by 72 hours of dry weather (if rainfall has occurred within the previous 72 hours, but there was no flow as a result of the rainfall, a sample may be collected).

Sampling Waivers
Temporary Suspension/Waivers are available for adverse weather conditions (flooding, high winds, tornados, electrical storms, drought or extended frozen conditions), but must be documented.

If a sample is not collected during the required sampling period, complete the Quarterly Visual Discharge Analysis Temporary Suspension/Waiver form, and collect a sample from the following period as a substitute. (In this situation you will collect two samples during that quarterly monitoring period, one for that quarter and one for the previous quarter.) If a sample is not collected during the following quarter, the requirement can be permanently waived.

Representative Discharges
If you have discharges that are expected to be substantially identical to other discharges based on the industrial activity in those drainage areas, one discharge can be sampled, and the results reported for both discharges. Section 4.5 of the SWPPP identifies the outfalls that are required to be sampled under the terms of this Permit.

Sampling, Analysis and Documentation Guidance
Guidance for collecting, visually analyzing and documenting the sample event follows this page.

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Sample Collection

IF the storm event meets the following criteria:

- equal to or greater than 0.10 inches and/or resulting in a discharge,
- preceded by 72 hours of dry weather, and
- occurs during normal operating daylight hours.

THEN collect a single grab sample from EACH REQUIRED OUTFALL (see the site map in Appendix A if unsure) as follows:

- Use a clear one-liter bottle.
- Collect the sample from the middle of the discharge or where the turbulence is great and the flow well mixed.
- Partially submerge the bottle with the open end facing upstream, into the flow.
- Do not completely submerge the bottle.
- Fill the bottle to the neck, do not overfill the bottle.
- Place the lid on the bottle and return to a dry location to complete the blank Quarterly Visual Storm Water Discharge Analysis form.

Sample Analysis

Complete the top portion of the Quarterly Visual Storm Water Discharge Analysis form (Appendix E):

- Enter the times using 24 hour or military time (i.e. 1:00 pm is 1300).
- Outfall Numbers are located on the site map, if unknown.

Using the sample just collected, complete the table section of the form:

- Evaluate each parameter providing as much descriptive information as possible in the right hand column. If the collected sample does not reflect a condition observed at the outfall during sampling, note the discrepancy and base your evaluation on the discharge observed, not the sample collected.
- For total suspended solids and total settled solids, allow the sample to settle for one hour prior to evaluation.
- If potential storm water pollutants are noted during the course of the sampling event, note them, attempt to identify the source of the pollutants and take corrective measures as required.
- Sign each form.
- Upon completion of the form, empty the sample bottle (this may be poured outside or down the drain) and wash the sample bottle with soap and water for the next event.

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Attachment 3: Notice of Intent (NOI) and Certificate of Coverage

A copy of the following documents are contained in this Attachment:

- **Notice of Intent (NOI);**
- **Certificate of Coverage;**
- **Fee Payment; and**
- **Other supporting Permit Documentation**

Copies of the NOI were submitted to the following MS4:

City of Tomball
401 Market St.
Tomball, TX 77375
Water Department

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- **Notice of Intent (NOI);**
- **Certificate of Coverage;**
- **Fee Payment; and**
- **Other supporting Permit Documentation**

These documents will be provided as available after NOI submission for the 2016 MSGP renewal.

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Attachment 4: TPDES-MSGP TXR050000

A copy of the TPDES-Multi Sector General Permit can be located at: http://www.tceq.state.tx.us/assets/public/permitting/waterquality/attachments/stormwater/txr050000.pdf

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SWPPP Notes

- In addition to potential permit coverage limitations previously covered in this SWPPP, the following activities or conditions were reviewed and found to have no bearing upon MSGP coverage:
    - Threatened and Endangered Species
    - Protection of Streams and Watersheds by Home-Rule Municipalities
    - Delegated permitting authority to Native American/Tribal Lands
    - Discharges to Specific Watersheds and Water Quality Areas
    - EPCRA 313 chemicals exposed to precipitation or runoff

- RETAIN THIS SWPPP AND ALL RECORDS FOR THREE YEARS FROM MSGP TERMINATION OR EXPIRATION

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City of Tomball Solid Waste Disaster Debris Management Plan RFP #2019-01

Disaster Debris Management Plan



WCA has been instrumental in providing disaster services to the City of Tomball over the past few years.

In case of a storm or other disaster, the City Manager, or his designee, may grant the contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm or disaster, the contractor shall advise the City Manager, or his designee, of the estimated time required before regular schedules and routes can be resumed.

In case of a storm or other disaster where it is necessary for the contractor to perform services beyond the scope of this contract in order to help the City recover, the contractor agrees to the best of its ability to assist the City and the City agrees that the contractor shall be paid for additional services based on the labor and vehicle rates supplied in the contractor's proposal.

Disaster Debris Management Plan

Disaster Recovery rates are as follows;

- $125.00 per operating hour (manpower only).
- $275.00 per hour for related equipment.
- Disposal cost is the posted gate rate at the Landfill.

Please note: (Hours are calculated from the time the crew leaves the WCA facility and returns to the facility from the landfill/Transfer Station). Each piece of WCA equipment and personnel used to collect and remove and dispose of the debris will be used to determine how many total hours were required to remove all of the debris from the jobsite.

City will not contract with any other entity (Except City Personnel) for the collection or disposal of and relating to or arising from said event within the boundaries of the City limits.

Disaster Debris Management Plan



For services furnished pursuant to Disaster Recovery Services, WCA shall invoice City and City agrees to make full payment to WCA within thirty (30) days of receipt of WCA's invoice. _____ (City Initial). City agrees that its obligation to pay WCA for the services provided pursuant to this Contract are not conditioned or dependent on City's receipt of reimbursement from or under any Federal, state or local financial assistance program, including any reimbursement or funds it may be entitled to receive from the Federal Emergency Management Administration, or from any insurance coverage it may have. City acknowledges and agrees to the payment terms set forth above _____ (City Initial).

Disaster Debris Management Plan

WCA shall determine the best equipment for debris removal. WCA has a number of grapple trucks, in various sizes, located with Tomball and the surrounding Houston Metroplex. In addition, WCA has relationships with Crowder Gulf, Cahaba and other entities who provide debris removal services.

Depending on the severity and type of destruction generated by the disaster event, WCA also has access to excavators, bob-cats and 50/60/70 yard end dumps, which proved to be a valuable resource after Hurricane Harvey.

Response times for these services are available for immediate deployment once the streets are safe, and clear, for our equipment to operate freely. In the past WCA has been able to collect approximately 5,500 cu yards per day worth of debris. Once all of the equipment is in place these are the returns the City could expect to see.

Rates and Services

All rates related to the work to be performed shall be reflected within Proposal Tab 8; additional rates, fees or service charges placed within the narrative of the proposal will be considered as part of the Rates Proposed. There are no additional fees (fuel adjustments, etc.) to be considered other than those presented in Proposal Tab 8.

All submitted rates will be extended by the following approximate quantities:

Current House Count Regular Collection:	2768 homes
Commercial & Roll Off Container Service	Appendix C

Residential Single Family

Option 1:

Combined Collection Services

Price per home per month	$12.97

Option 2:

Combined Collection Services

Price per home per month	$12.97

Monthly Rental Rate for Poly Carts *(includes delivery, maintenance and removal)*

95-gallon MSW Poly Cart	Rate per month per Cart	$1.25
95-gallon Recycle Poly Cart	Rate per month per Cart	$1.25
Rate per Cart if both MSW and Recycling Carts are rented		$2.35
65-gallon MSW Poly Cart	Rate per month per Cart	$1.25
65-gallon Recycle Poly Cart	Rate per month per Cart	$1.25
Rate per Cart if both MSW and Recycling Carts are rented		$2.35

Option 3:

Combined Collection Services

Price per home per month	$13.33

Rate for collection of additional Contractor-supplied MSW Cart

Price per home per month per additional cart	$1.25

Rate for collection of additional Contractor-supplied Recycle Cart

Price per home per month per additional cart	$1.25

Special Collection of Unusual Accumulations for Brush & Bulky Items

Service Fee (a fixed charge per occurrence)	$25.00
(includes transportation, loading of up to 10 yards and disposal time)	
Disposal fee per yard collected	$14.83

Additional Residential Rates

Disaster Management Rates

Rate per hour for Roll Off Truck and Container	$400.00
Rate per hour for Grapple Truck	$400.00
Rate per hour for Rear Load Truck with Crew	$400.00
Disposal fee per ton collected	Posted Gate Rate

Small Business Commercial

One Solid Waste Cart once per week	$20.57
One Solid Waste Cart twice per week	$23.74
Additional Solid waste cart(s) Once Per Week	$1.25
Additional Solid waste cart(s) Twice Per Week	$1.25
One Recycling Cart once per week	$7.22

Replacement Cart Purchase

Price for replacement solid waste cart (one-time fee)	$70.00
Price for replacement recycling cart (one-time fee)	$70.00

Commercial Front Load Rates

Important note: All Fees Submitted are Net to Contractor
Rates reflect all charges that will be assessed
The contractor will bill all Commercial and Roll-Off

FEL – include all disposal costs

Size	1x	2x	3x	4x	5x	6x	Extra
2 yard	$ 62						
3 yard	$ 75	$ 119	$ 180	$ 225	$ 281	$ 337	$ 84
4 yard	$ 81	$ 129	$ 193	$ 242	$ 302	$ 363	$ 84
6 yard	$ 105	$ 165	$ 249	$ 311	$ 389	$ 465	$ 84
8 yard	$ 112	$ 203	$ 268	$ 328	$ 413	$ 496	$ 84
10 yard							

Casters (fee per month per container) $15.00
Locks (fee per month per container) $10.00

Roll-Off Containers

Important note: All Fees Submitted are Net to Contractor
Rates reflect all charges that will be assessed

Roll-Off-Temp-EXCLUSIVE TO CONTRACTOR

	Delivery	Daily Rental	Haul Rate	Disposal per Ton*
20 yard	$ 100.00	$ 4.83	$ 156.00	$ 30.08
30 yard	$ 100.00	$ 4.83	$ 166.00	$ 30.08
40 yard	$ 100.00	$ 4.83	$ 176.00	$ 30.08

Roll-Off-Permanent-EXCLUSIVE TO CONTRACTOR

	Delivery	Daily Rental	Haul Rate	Disposal per Ton*
20 yard	$ 100.00	N/A	$ 156.00	$ 30.08
30 yard	$ 100.00	N/A	$ 166.00	$ 30.08
40 yard	$ 100.00	N/A	$ 176.00	$ 30.08

Roll-Off-Compactor-EXCLUSIVE TO CONTRACTOR

	Monthly Rental	Haul Rate	Disposal per Ton*
15 yd SC	N/A	$ 200.00	$ 30.08
20 yd SC	N/A	$ 200.00	$ 30.08
25 yd SC	N/A	$ 200.00	$ 30.08
30 yd SC	N/A	$ 200.00	$ 30.08
35 yd SC	N/A	$ 200.00	$ 30.08
40 yd Receiving Container**		$ 200.00	$ 30.08

Submit a flat rate for each ton (not a discounted rate for initial tons, with an increase in rates for tons over a certain amount).

** On Stationary Compactors put in a Monthly Rental cost for the Detachable container only. Do not show a rate for the compactor, itself. The rate for the Stationary Compactor, as well as for Self-Contained Compactors will be negotiated between the Contractor and the waste generator.



Attention: Alexus McMinn

“Solid Waste Services Proposal RFP #2019-01”

WCA

Trevor Royal, troyal@wcamerica.com

24030 Tomball Parkway, Tomball, TX 77375

832-819-6278

Proposed Alternatives: Acknowledgement

No proposed alternatives have been submitted

_____

Signature



Attention: Alexus McMinn

"Solid Waste Services Proposal RFP #2019-01"

WCA

Trevor Royal, troyal@wcamerica.com

24030 Tomball Parkway, Tomball, TX 77375

832-819-6278

Exceptions: Acknowledgement

No exceptions have been taken to the RFP as written and submitted

_____

Signature

City of Tomball

Gretchen Fagan
Mayor

George Shackelford
City Manager

April 9, 2015

RE: WCA Recommendation Letter

To Whom It May Concern,

It is my pleasure to have this opportunity to provide this letter of recommendation on behalf of WCA. WCA has been the City of Tomball's solid waste collection and disposal provider for many years. WCA also provides residential curbside recycling and construction debris roll off container services as part of their contract with the City.

As with any refuse management system, there will be hiccups along the way and unsatisfied customers. The difference is how everyone deals with and reacts to the issues that will inevitably come up. WCA has been a partner with the City of Tomball and is committed to provide the very best customer service possible to the residents and customers of the City. I have personally experienced the hands on approach of WCA when responding to issues and concerns from our customers. Any issues that the city staff has are simply sent to the staff at WCA and the response time and resolution has been impeccable.

The partnership continues with the City of Tomball and WCA with how WCA fully supports events and organizations of the City. WCA actively assists and participates in the City of Tomball's Recycle Day as well as assists us with our spring cleanup week. The City of Tomball also holds a number of special events such as German Fest, Tomball Honky Tonk Music Festival, Rails and Tails Mudbug Festival and many others where WCA is always willing to assist where possible.

It is for these reasons that I would recommend WCA to any city or organization that is in the need of a solid waste management provider. The staff at WCA is a group of professionals that are always willing to listen and help where ever they can. If you should have any questions please feel free to call me anytime at 281-290-1415.

Sincerely,

David Esquivel

David Esquivel, PE
Director of Public Works
City of Tomball

missouri CITY
TEXAS

COUNCILMEMBER JERRY WYATT

1522 Texas Parkway
Missouri City, Texas 77489

Phone: 281.403.8500
Cell: 713.826.8759
www.missouricitytx.gov

February 6, 2017

Mayor Cynthia A. McConathy
2110 4th Street
Rosenberg, Texas 77471

Dear Mayor McConathy,

I am writing this letter on behalf of WCA Waste Corporation of America, for which I understand is under consideration for a contract with your City. I can attest that your City could not make a better decision. WCA was my subdivision's provider, prior to them entering into a new contract with Missouri City for a consolidated municipal trash program.

WCA's service has been of good quality with few complaints from our residents. Their collection is overly clean and timely, which has been their history throughout my experience with them dating back to August 2002.

I do not hesitate at all about recommending an excellent community partner. If I could assist you any further, please do not hesitate to give me a call.

Sincerely,

Jerry Wyatt
City of Missouri City, Texas
City Council at Large – Position 1

City of Wharton
120 E. Caney Street ° Wharton, TX 77488
Phone (979) 532-2491° Fax (979) 532-0181

April 16, 2018

WCA
700 Ave. F
Bay City, TX 77414

Re: City of Wharton Spring Sweep held on Saturday, April 14, 2018

Dear Sirs:

The City of Wharton would like to thank WCA and their men that came to help at our annual City of Wharton Spring Sweep that was held on Saturday, April 14, 2018. With the weather being cold and almost the entire time of this event it was "misting" / "sprinkling" rain …… I would personally like to thank WCA for their help in supplying a crew that helped with the unloading of the debris that came into this event.

This event is held once a year. A total of three (3) forty yard roll-offs were filled at this event and a fourth roll-of was filled with 240 tires. The City of Wharton would personally like to thank **Mr. Matt Cartier & Mr. Chad Lemons of WCA** who were extremely helpful at this event in helping coordinate the traffic that came into this event and helping, along with their crew, unload the vehicles that brought in debris.

It would have been extremely difficult to have this event proceed with the weather we were experiencing without the help from WCA. Everyone there was very cordial and everyone did their best to help expedite the traffic that came in with the debris.

Again, the City of Wharton would like to thank WCA and their crew that were present at this event for helping this event to be a success.

Sincerely,

Jimmy J. Nickolyn

Jim Nickolyn
Code Enforcement Officer

City of Tomball Solid Waste Transition Plan RFP #2019-01



Solid Waste Transition Plan

150 Days prior to Commencement WCA and the City Staff shall meet and discuss the transition plan and any other matters that will help ensure the successful implementation of that plan.

120 Days prior to Commencement WCA will demonstrate at this time that all necessary collection vehicles, equipment and containers have been procured and provide a delivery schedule to WCA's facility located at 24030 Tomball Pkwy, Tomball, TX 77375.

Solid Waste Transition Plan

150 Days

- Meet with City of Tomball Staff concerning contract and discuss transition plan should the cart option be selected

120 Days

- Procurement of Trucks
- Rehrig Pacific contacted for manufacturing slot (Cart Manufacturer)

Solid Waste Transition Plan

120 Days: Continued

- WCA Commercial Campaign
  - Requires endorsement letter from the City of Tomball
  - Requires address list from the City of Tomball (not required)
  - WCA representatives will visit with each commercial customer

- Education
  - Attend HOA meetings (if necessary) and City sponsored events

Solid Waste Transition Plan

90 Days prior to Commencement WCA and the City shall meet to discuss progress to the overall transition plan. At this time the City and WCA would need to send out notifications informing residents, commercial establishments and vendors of the upcoming transition to solid waste services.

60 Days prior to Commencement WCA will provide to the City a written safety plan covering all aspects of the operations under this agreement (provided). WCA will also provide a contingency plan ensuring complete coverage and control of the City of Tomball Solid Waste Plan.

Solid Waste Transition Plan

90 Days

- Rehrig Pacific contacted for cart update and delivery schedule
  - Discuss delivery to designated location
- The City of Tomball will send out required notifications
  - Inform residential and commercial customers of the City of Tomball Franchise Agreement with WCA
  - WCA to establish service transition agreement with vendors (not required)

Solid Waste Transition Plan

60 Days

- Hire additional WCA-Tomball employees if necessary
- Identify/evaluate/train all automated drivers and supporting operation staff
- Delivery of commercial containers (not required)
- Education
  - WCA will attend HOA meetings and City Sponsored Events
- Informational material (Cart information leave behind)
  - City of Tomball approval required

Solid Waste Transition Plan

30 Days prior to Commencement WCA and the City shall meet and discuss the transition plan and any other matters that will help ensure the successful implementation of that plan.

WCA shall deliver notices and informational materials to all customers concerning WCA's collection service. The notices and informational materials shall be subject to the City's approval (60 Day Process)

Solid Waste Transition Plan

30 Days

- Delivery of carts to residents with City approved informational material
- Delivery of commercial containers to start (not required)
- WCA shall deliver notices and informational materials to all customers concerning WCA's collection service. The notices and informational materials shall be subject to the City's approval (60 Day Process)

Solid Waste Transition Plan

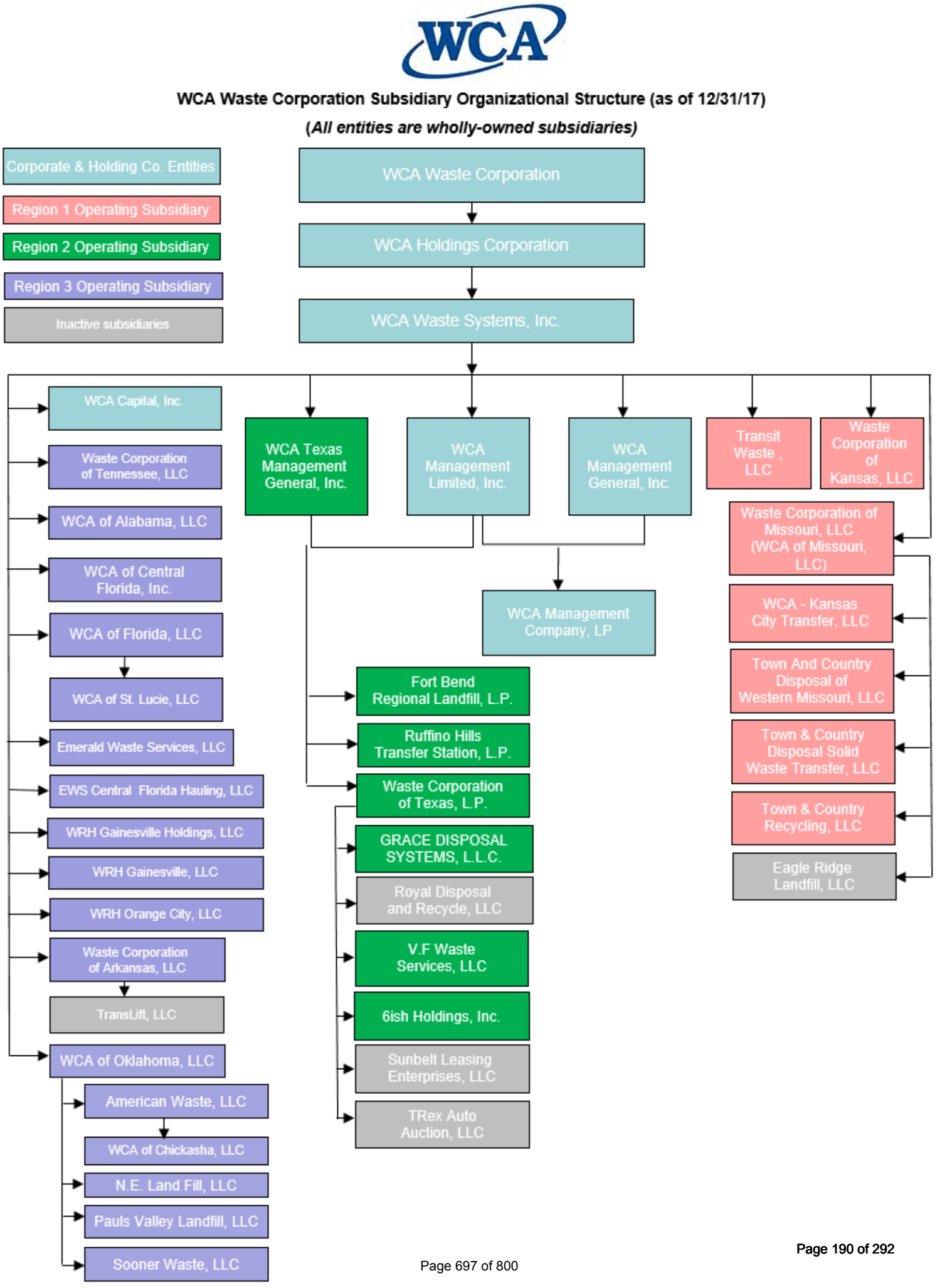
10 Days prior to Commencement WCA will provide a vehicle list identifying the Make/Model/Year/License/Tag Number for each collection vehicle.

5 Days prior to Commencement WCA shall confirm in writing that:

- All City approved notices and informational materials have been sent to all customers
- WCA has hired and trained all of the employees needed to provide collection service in compliance with the requirements of the agreement
- All WCA drivers have inspected their collection routes and confirmed their ability to complete their routes on the scheduled collection days
- WCA has delivered, or will deliver, all garbage carts and recycle carts needed to provide collection service in compliance with the schedule in the approved transition plan.

Solid Waste Transition Plan

1 Day prior to Commencement WCA shall confirm in writing to the City that all of the garbage and recycle carts have been delivered and that WCA is ready to commence its operation for the City of Tomball's Solid Waste and Recycle collection contract.


WCA
WCA Waste Corporation Subsidiary Organizational Structure (as of 12/31/17)
(All entities are wholly-owned subsidiaries)
Corporate & Holding Co. Entities
Region 1 Operating Subsidiary
Region 2 Operating Subsidiary
Region 3 Operating Subsidiary
Inactive subsidiaries
WCA Waste Corporation
WCA Holdings Corporation
WCA Waste Systems, Inc.
WCA Capital, Inc.
Waste Corporation of Tennessee, LLC
WCA of Alabama, LLC
WCA of Central Florida, Inc.
WCA of Florida, LLC
WCA of St. Lucie, LLC
Emerald Waste Services, LLC
EWS Central Florida Hauling, LLC
WRH Gainesville Holdings, LLC
WRH Gainesville, LLC
WRH Orange City, LLC
Waste Corporation of Arkansas, LLC
TransLift, LLC
WCA of Oklahoma, LLC
American Waste, LLC
WCA of Chickasha, LLC
N.E. Land Fill, LLC
Pauls Valley Landfill, LLC
Sooner Waste, LLC
WCA Texas Management General, Inc.
WCA Management Limited, Inc.
WCA Management General, Inc.
WCA Management Company, LP
Fort Bend Regional Landfill, L.P.
Ruffino Hills Transfer Station, L.P.
Waste Corporation of Texas, L.P.
GRACE DISPOSAL SYSTEMS, L.L.C.
Royal Disposal and Recycle, LLC
V.F Waste Services, LLC
6ish Holdings, Inc.
Sunbelt Leasing Enterprises, LLC
TRex Auto Auction, LLC
Transit Waste , LLC
Waste Corporation of Kansas, LLC
Waste Corporation of Missouri, LLC (WCA of Missouri, LLC)
WCA - Kansas City Transfer, LLC
Town And Country Disposal of Western Missouri, LLC
Town & Country Disposal Solid Waste Transfer, LLC
Town & Country Recycling, LLC
Eagle Ridge Landfill, LLC

WASTE CORPORATION OF TEXAS, L.P.

CERTIFICATION REGARDING ISRAEL AND FOREIGN BUSINESS ACTIVITIES

March 25, 2019

The undersigned, Michael A. Roy, hereby certifies that he is the duly elected, qualified and serving Vice President, General Counsel and Secretary of Waste Corporation of Texas, L.P., a Delaware limited partnership ("Contractor") and its sole general partner, WCA Texas Management General, Inc., a Delaware corporation (the "General Partner"). The undersigned further certifies that:

1. Contractor has not engaged in the boycott of Israel as defined by Section 808.001 of the Texas Gov't. Code, nor is Contractor engaged in business with Iran, Sudan or any foreign terrorist organization as identified by the Texas Comptroller's office under Section 806.051, 807.051 or 2252.152 of the Texas Gov't Code.

2. If Contractor is awarded the contract for solid waste services with and for the City of Tomball pursuant to RFP #2019-01 (the "Contract"), Contractor agrees that for the duration of the Contract it will not engage in (i) the boycott of Israel as defined by Section 808.001 of the Texas Gov't. Code or (ii) business with Iran, Sudan or any foreign terrorist organization as identified by the Texas Comptroller's office under Section 806.051, 807.051 or 2252.152 of the Texas Gov't Code.

3. Pursuant to the Contractor's Agreement of Limited Partnership and resolutions duly adopted by the General Partner, the undersigned is authorized to make the certifications and the contractual commitment made herein.

IN WITNESS WHEREOF, I have hereunto set my hand, this 25th day of March, 2019.

By: _____

Name: Michael A. Roy

Title: Vice President, General Counsel & Secretary

WASTE CORPORATION OF TEXAS, L.P.

CERTIFICATION REGARDING ISRAEL AND FOREIGN BUSINESS ACTIVITIES

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By: _____

Name: Michael A. Roy

Title: Vice President, General Counsel & Secretary

Rehrig Pacific Assembly & Distribution Services – Benefits to the Customer

- Our focus on accuracy coupled with the ability to modify/update delivery lists while delivering carts using a hand held scanner will provide WCA with a comprehensive **route audit resulting in an accurate database from the start**. The CARTS Route Audit Software cleans up the address list during delivery to ensure the most accurate account data possible.
- Ability to have complete visibility of work/progress by the end of each delivery day through **daily automated delivery reports**
- Increased information available to customers and personnel alike reduces customer complaints and increases the effectiveness of both customer care and operational staff
- Access to custom WCA C.A.R.T.S. portal for delivery/inventory information during rollout
- Less time spent on delivery with increased accuracy across the board
- **Internal Rehrig Pacific** crews to eliminate the need for sub-contractors – only proven company to provide internal mangers AND crews/equipment.
- **Detailed A&D Checklist** that takes into account all prior experience regarding A&D to make sure WCA is aware of all aspects of a large rollout early and often to guarantee success.
- **Expensive RFID Hand Held readers are not required** for Assembly & Distribution. Often times these types of readers can read multiple carts at once and the person delivering the cart can not be 100% certain that the cart they thought they scanned is the actual cart that was delivered to the home. Using a bar code scanner for A&D guarantees that a specific cart is delivered to a specific home making sure that data capture for delivery is accurate.
- **GPS Capture during A&D** process. Rehrig Pacific will capture the point of collection GPS coordinates for each address during delivery. This information can be used daily to monitor cart movement based off of its initial delivery and actual collection by the RFID truck system. Rehrig Pacific has been capturing GPS coordinates as part of our standard A&D protocol for over 4 years.
- **Delivery Safeguards** in C.A.R.T.S. preserves data integrity and increases accuracy of delivery data
- Increases service revenue by adding accounts not on billing list
- Conserve container assets with exception reporting capabilities (IE: vacant homes, lots, etc)

Assembly & Distribution with RFID/Bar Code Association



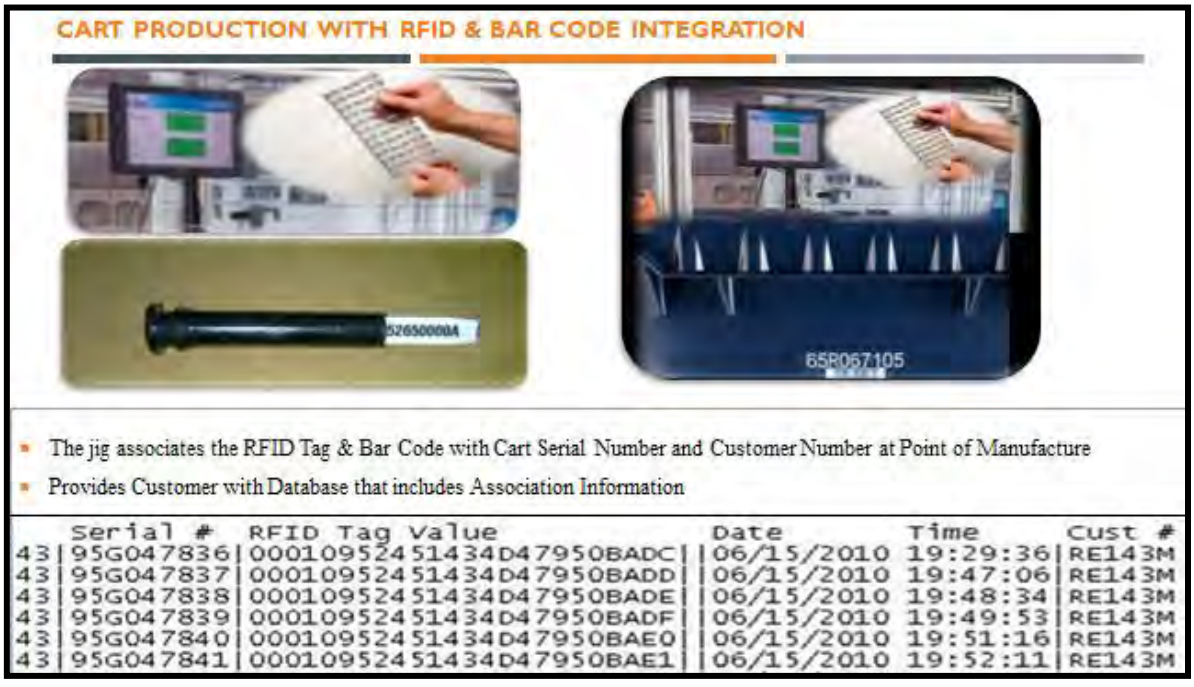
Rehrig Pacific Company is the only proven cart manufacturer that performs Assembly and Distribution (A&D) services internally, utilizing company employees and company owned equipment. Rehrig made the investment years ago to integrate this portion of the business in order to maintain control over this very crucial part of any large contract. By controlling not only the production schedules but also the delivery component, Rehrig Pacific is able to guarantee a smooth, professional and efficient startup for WCA**. Other cart manufacturers use sub-contractors to perform these services and frequently have challenges when things do not go according to plan. They often times seek to receive more compensation, become hard to work with or leave the job uncompleted. Lastly, with the influx of technology in today's**

A&D world, you want to be guaranteed that you are using A&D crews that have experience with the new technology and more efficient methods in delivering carts. Rehrig Pacific's list of available references can offer more insight into not only our professionalism but also our performance.

At time of delivery, we will associate each cart to a specific address and provide real time data at the end of each day using handheld scanners to scan the delivered carts and download the information into our asset management software program C.A.R.T.S. This allows for the development of customized route sheets, customized online reporting and essentially a built in route audit finding new opportunities for revenue. Address association leads to better data management and improved flexibility for container management.

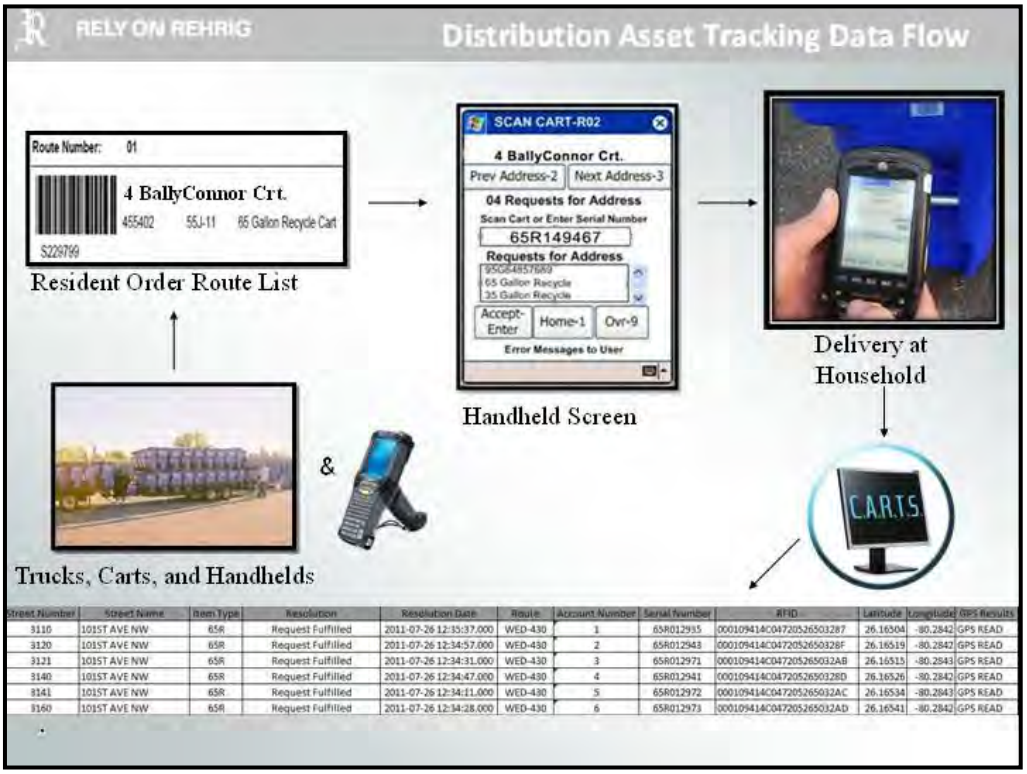
HOW DOES IT WORK?

At the manufacturing facility Rehrig Pacific brands a Bar Code/Serial number and attaches an RFID tag (if applicable) to each cart produced. The Ultra High Frequency (UHF) RFID chip is imbedded into the cart body. At the manufacturing work cell, Rehrig Pacific makes an association between the RFID Tag and Bar Code /Serial number. **The advantage of associating the RFID tag and Cart Serial number at the plant is to be able to identify the RFID tag value that is imbedded into the cart by reading the serial number/bar code as well as testing the RFID tag to make sure it works, eliminating the need for an expensive RFID handheld scanner to handle work orders or container movement in the future.** Rehrig Pacific provides a database to each customer with the association information. This information can provide the foundation for a variety of service offerings such as collection data tracking or cart maintenance work order management.



SIMPLE PROCESS FLOW – PRODUCTION TO DELIVERY

1. Cart is produced and Barcode/Serial Number and RFID tag are associated at the manufacturing facility
2. Customer provided Address list is scrubbed and inputted into C.A.R.T.S.
3. A&D crews deliver cart(s) to residents
4. Carts are scanned using handheld device with C.A.R.T.S. software and bar codes to accurately deliver a specific cart to house and perform the A&D route audit.
5. Barcode and RFID tag information is tied to address
6. Information gathered is downloaded to C.A.R.T.S
7. System generates **DAILY** delivery reports (automatically sent via email)



Street Number	Street Name	Item Type	Resolution	Resolution Date	Route	Account Number	Serial Number	RFID	Latitude	Longitude	GPS Results
3110	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:35:37.000	WED-430	1	65R012935	000109414C047205265032B7	26.16504	-80.2842	GPS READ
3120	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:57.000	WED-430	2	65R012948	000109414C047205265032BF	26.16519	-80.2842	GPS READ
3121	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:31.000	WED-430	3	65R012971	000109414C047205265032AB	26.16515	-80.2843	GPS READ
3140	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:47.000	WED-430	4	65R012941	000109414C047205265032BD	26.16526	-80.2842	GPS READ
3141	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:11.000	WED-430	5	65R012972	000109414C047205265032AC	26.16534	-80.2843	GPS READ
3160	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:28.000	WED-430	6	65R012973	000109414C047205265032AD	26.16541	-80.2842	GPS READ

Rehrig Pacific Company will ask WCA to help us locate multiple staging areas throughout service area.
These staging areas will provide our A&D team with secured outside space to accept and off-load trailer loads of carts, stack unassembled carts and in some cases assemble the carts for delivery.





At the staging area, cab-over trucks and trailers will be loaded with carts. The delivery trucks will deliver the containers to the residents throughout WCA's delivery area. Once a trailer has completed deliveries, the trucks will return to the staging area to be loaded again for the next set of deliveries. In addition to having a few main staging areas, crews could utilize WCA approved dead-end streets, vacant parking lots, etc. as temporary unloading sites within the distribution areas. These sites will be free from containers at the end of the work day.

Rehrig Pacific Company will follow detailed distribution lists by route that must be provided by WCA at least four weeks prior to the delivery start date. **Rehrig Pacific's In-House IT team will perform and address list hygiene scrub comparing WCA provided addresses against the USPS database. This extra step taken by Rehrig Pacific's IT team ensures that WCA is once again receiving the highest level of data integrity.** Rehrig Pacific will then upload the detailed distribution lists into our Cart Asset Recovery Tracking System (C.A.R.T.S.) and download this information daily into our hand held bar code scanners for our crews to follow. It is very important to have accurate maps and distribution lists to help minimize program delays.





Bar Code scanning / serial number recording will be performed electronically by crew members and will take place on the routes as the containers are being delivered to the resident households. Each resident will have a corresponding bar code / serial number on their cart and we will associate this information with each household address. This seamless electronic process will ensure the accuracy of associating the roll out cart and RFID tag value with the individual residence which is much more accurate than manual hand written, computer entered recording of serial numbers or the RFID hand held A&D process.

By electronically delivering each cart, we are also able to track **exceptions** during the A&D process effectively providing you with an **accurate route audit**. Through the use of the hand held scanner we are able to report new houses and add them to the database "on the fly" in the field, report Vacant houses, wrong addresses, business, etc. Exception codes are completely customizable for each program. **This sophisticated method of delivery will ensure that WCA is accounting for every house within the service area and potentially provide a new revenue stream by finding additional house not originally accounted for.**

It is extremely important in programs that offer various size carts and various streams (recycle/garbage) that the correct size and type of cart is correctly delivered to each resident. Rehrig Pacific will input the size and type requested by the resident or the sizes provided by WCA into the C.A.R.T.S. program and create the A&D delivery schedule accordingly. WCA will provide Rehrig Pacific with the detailed address list and the size/type cart that is required for each resident. By inputting this data into C.A.R.T.S. and using our hand held scanners in the A&D process, we can insure that the correct size cart will be delivered to the correct address. In fact, safeguards are in place with the C.A.R.T.S. software to not allow our delivery crews to deliver a different size cart than what was requested. For example, if the address list shows that the resident was to receive a 65 gallon recycle cart and we

attempt to scan in a 95 recycle cart, the hand held device will not allow the 95 gallon cart to be associated to that address. Safeguards such as these allow Rehrig Pacific to create the most accurate database possible for WCA.

At the end of each delivery day the data that has been stored in each handheld device will be uploaded to our C.A.R.T.S. system which is then associated with our production data and delivery schedule. This information is compiled automatically to provide detailed distribution reports to WCA by the next morning. **Essentially, the C.A.R.T.S. system allows WCA to follow delivery progress on a daily basis, which is extremely beneficial to help WCA answer cart delivery questions during the rollout.** We are able to provide you with summary delivery reports or detailed delivery reports which list each individual address and the cart that was delivered to it. (See Below)

Snapshot of Assembly & Distribution Daily Summary Report:

Rehrig Pacific Delivery Summary Report

Report Parameters Used

Portal: Charleston County South Carolina

Resolution: Burned Out Structure

Delivery Date	18R	35R	65R	95R	18G	35G	65G	95G	N/A
03-14-2013	0	0	0	0	0	0	0	0	1
Sub Total:	0	0	0	0	0	0	0	0	1

Resolution: Request Fulfilled

Delivery Date	18R	35R	65R	95R	18G	35G	65G	95G	N/A
03-08-2013	0	0	0	689	0	0	0	0	0
03-09-2013	0	0	0	41	0	0	0	0	0
03-11-2013	0	0	0	772	0	0	0	0	0
03-12-2013	0	0	0	1089	0	0	0	0	0
03-13-2013	0	0	0	588	0	0	0	0	0
03-14-2013	0	0	0	944	0	0	0	0	0
Sub Total:	0	0	0	4123	0	0	0	0	0

Resolution: Resident Refused Delivery

Delivery Date	18R	35R	65R	95R	18G	35G	65G	95G	N/A
03-08-2013	0	0	0	0	0	0	0	0	3
03-09-2013	0	0	0	0	0	0	0	0	1
03-11-2013	0	0	0	0	0	0	0	0	14
03-12-2013	0	0	0	0	0	0	0	0	27
03-13-2013	0	0	0	0	0	0	0	0	12
03-14-2013	0	0	0	0	0	0	0	0	2
Sub Total:	0	0	0	0	0	0	0	0	59

Resolution: Road Blocked

Delivery Date	18R	35R	65R	95R	18G	35G	65G	95G	N/A
03-14-2013	0	0	0	0	0	0	0	0	1
Sub Total:	0	0	0	0	0	0	0	0	1

Resolution: Vacant Home

Delivery Date	18R	35R	65R	95R	18G	35G	65G	95G	N/A
03-08-2013	0	0	0	0	0	0	0	0	6
03-11-2013	0	0	0	0	0	0	0	0	4
03-12-2013	0	0	0	0	0	0	0	0	3

Snapshot of Assembly & Distribution Daily Detailed GPS Delivery Report:

Rehrig Pacific Delivery Detail Report

Rehrig Pacific Company

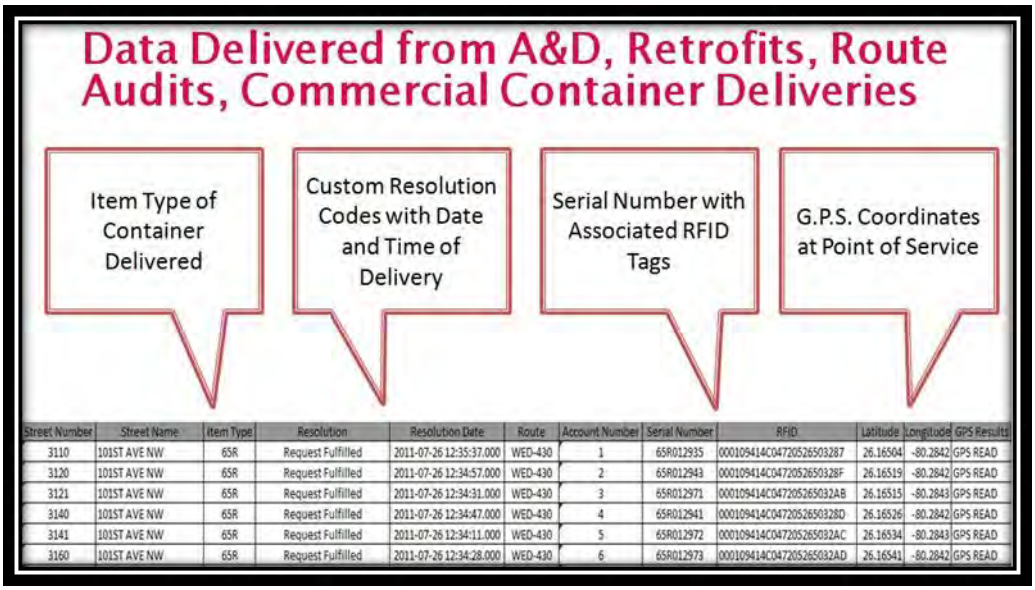
Report Parameters Used
StartDate: 3/1/2013
EndDate: 3/15/2013

Portal: Charleston County South Carolina

Delivery Date	Route	Resolution	Service #	Street #	Suf	Street Name	Unit #	Serial#	RFID	Latitude	Longitude
3/8/2013 09:03:32 AM	EC4-05	Request Fulfilled	49719	62		EASTLAKE RD		95R948535	109410434808642529SE7937	32.81399	-79.87446167
3/8/2013 09:03:59 AM	EC4-05	Request Fulfilled	49717	60		EASTLAKE RD		95R948543	109410434808642529SE793F	32.81426333	-79.87446667
3/8/2013 09:04:29 AM	EC4-05	Request Fulfilled	49715	58		EASTLAKE RD		95R948542	109410434808642529SE793E	32.81452	-79.87444
3/8/2013 09:05:03 AM	EC4-05	Request Fulfilled	49713	56		EASTLAKE RD		95R948541	109410434808642529SE793D	32.8148	-79.87443667
3/8/2013 09:05:59 AM	EC4-05	Request Fulfilled	49711	54		EASTLAKE RD		95R948540	109410434808642529SE793C	32.81498833	-79.87448333
3/8/2013 09:06:29 AM	EC4-05	Request Fulfilled	49709	52		EASTLAKE RD		95R948539	109410434808642529SE793B	32.81513167	-79.87455833
3/8/2013 09:07:05 AM	EC4-05	Request Fulfilled	49707	50		EASTLAKE RD		95R948538	109410434808642529SE793A	32.81524833	-79.87454833
3/8/2013 09:07:37 AM	EC4-05	Request Fulfilled	49706	48		EASTLAKE RD		95R948537	109410434808642529SE7939	32.81542333	-79.87462333
3/8/2013 09:07:59 AM	EC4-05	Request Fulfilled	49705	46		EASTLAKE RD		95R948536	109410434808642529SE7938	32.81555333	-79.874625
3/8/2013 09:08:03 AM	EC4-05	Request Fulfilled	48691	104		CIVITAS ST		95R948652	109410434808642529SE79AC	32.812065	-79.88085
3/8/2013 09:08:15 AM	EC4-05	Request Fulfilled	48693	108		CIVITAS ST		95R948660	109410434808642529SE79B4	32.812066	-79.88087333
3/8/2013 09:08:32 AM	EC4-05	Request Fulfilled	48695	112		CIVITAS ST		95R948659	109410434808642529SE79B3	32.81208833	-79.88082333
3/8/2013 09:08:45 AM	EC4-05	Request Fulfilled	48697	116		CIVITAS ST		95R948658	109410434808642529SE79B2	32.81213	-79.88071
3/8/2013 09:08:54 AM	EC4-05	Request Fulfilled	49703	44		EASTLAKE RD		95R948454	109410434808642529SE78E6	32.81577	-79.87461333
3/8/2013 09:08:59 AM	EC4-05	Request Fulfilled	48699	120		CIVITAS ST		95R948657	109410434808642529SE79B1	32.81217667	-79.88062667
3/8/2013 09:09:10 AM	EC4-05	Request Fulfilled	48701	124		CIVITAS ST		95R948656	109410434808642529SE79B0	32.81219667	-79.8804
3/8/2013 09:09:21 AM	EC4-05	Request Fulfilled	48703	128		CIVITAS ST		95R948655	109410434808642529SE79AF	32.81224333	-79.88024
3/8/2013 09:09:23 AM	EC4-05	Request Fulfilled	49702	42		EASTLAKE RD		95R948462	109410434808642529SE78EE	32.81590833	-79.87466333
3/8/2013 09:09:44 AM	EC4-05	Request Fulfilled	49701	40		EASTLAKE RD		95R948461	109410434808642529SE78ED	32.816025	-79.87470333
3/8/2013 09:10:44 AM	EC4-05	Request Fulfilled	49699	38		EASTLAKE RD		95R948460	109410434808642529SE78EC	32.81629	-79.874735
3/8/2013 09:11:10 AM	EC4-05	Request Fulfilled	49697	36		EASTLAKE RD		95R948459	109410434808642529SE78EB	32.81639333	-79.87476833
3/8/2013 09:11:21 AM	EC4-05	Request Fulfilled	48705	132		CIVITAS ST		95R948654	109410434808642529SE79AE	32.81223	-79.87994833
3/8/2013 09:11:32 AM	EC4-05	Request Fulfilled	49695	34		EASTLAKE RD		95R948458	109410434808642529SE78EA	32.81660667	-79.87481667
3/8/2013 09:11:36 AM	EC4-05	Request Fulfilled	48706	136		CIVITAS ST		95R948653	109410434808642529SE79AD	32.81229167	-79.879965
3/8/2013 09:11:50 AM	EC4-05	Request Fulfilled	49693	32		EASTLAKE RD		95R948457	109410434808642529SE78E9	32.81677167	-79.87483
3/8/2013 09:12:30 AM	EC4-05	Request Fulfilled	49691	30		EASTLAKE RD		95R948456	109410434808642529SE78E8	32.81699	-79.874825

Snapshot of Final Detailed Delivery List w/ GPS Coordinates, Route, RFID Value, Serial Number

Street Number	Street Name	Item Type	Resolution	Resolution Date	Route	Account Number	Serial Number	RFID	Latitude	Longitude	GPS Results
3110	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:35:37.000	WED-430	1	65R012935	000109414C04720526503287	26.16504	-80.2842	GPS READ
3120	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:57.000	WED-430	2	65R012943	000109414C0472052650328F	26.16519	-80.2842	GPS READ
3121	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:31.000	WED-430	3	65R012971	000109414C04720526503328AB	26.16515	-80.2843	GPS READ
3140	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:47.000	WED-430	4	65R012941	000109414C0472052650328D	26.16526	-80.2842	GPS READ
3141	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:11.000	WED-430	5	65R012972	000109414C04720526503328AC	26.16534	-80.2843	GPS READ
3160	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:28.000	WED-430	6	65R012973	000109414C04720526503328AD	26.16541	-80.2842	GPS READ
3161	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:33:54.000	WED-430	7	65R012976	000109414C04720526503328B0	26.1655	-80.2843	GPS READ
3180	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:12.000	WED-430	8	65R012974	000109414C04720526503328AE	26.16554	-80.2843	GPS READ
3200	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:33:52.000	WED-430	9	65R012936	000109414C04720526503288	26.16574	-80.2843	GPS READ
3210	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:33:30.000	WED-430	10	65R012948	000109414C04720526503294	26.16597	-80.2844	GPS READ
3220	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:33:15.000	WED-430	11	65R012945	000109414C04720526503291	26.1661	-80.2844	GPS READ
3221	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:32:48.000	WED-430	12	65R013127	000109414C04720526503347	26.16613	-80.2846	GPS READ
3230	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:32:46.000	WED-430	13	65R013128	000109414C04720526503348	26.16623	-80.2845	GPS READ
3240	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:32:18.000	WED-430	14	65R013124	000109414C04720526503344	26.16633	-80.2845	GPS READ
3241	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:32:26.000	WED-430	15	65R013125	000109414C04720526503345	26.16632	-80.2846	GPS READ
3260	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:31:44.000	WED-430	16	65R013126	000109414C04720526503346	26.16654	-80.2846	GPS READ
3261	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:32:17.000	WED-430	17	65R012975	000109414C04720526503328AF	26.16639	-80.2847	GPS READ
3280	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:31:11.000	WED-430	18	65R013129	000109414C04720526503349	26.16661	-80.2847	GPS READ
3281	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:31:59.000	WED-430	19	65R012977	000109414C04720526503328B1	26.16661	-80.2848	GPS READ
2320	101ST TER NW	65R	Request Fulfilled	2011-07-18 11:19:08.000	FRI-431	20	65R006119	000109414C04720526501 7E7	42.52908	-87.8995	GPS READ
2340	101ST TER NW	65R	Request Fulfilled	2011-07-18 11:18:53.000	FRI-431	21	65R006117	000109414C04720526501 7E5	26.15327	-80.2851	GPS READ



Street Number	Street Name	Item Type	Resolution	Resolution Date	Route	Account Number	Serial Number	RFID	Latitude	Longitude	GPS Results
3110	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:35:37.000	WED-430	1	65R012935	000109414C04720526503287	26.16504	-80.2842	GPS READ
3120	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:57.000	WED-430	2	65R012943	000109414C0472052650328F	26.16519	-80.2842	GPS READ
3121	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:31.000	WED-430	3	65R012971	000109414C047205265032AB	26.16515	-80.2843	GPS READ
3140	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:47.000	WED-430	4	65R012941	000109414C0472052650328D	26.16526	-80.2842	GPS READ
3141	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:11.000	WED-430	5	65R012972	000109414C047205265032AC	26.16534	-80.2843	GPS READ
3160	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:28.000	WED-430	6	65R012973	000109414C047205265032AD	26.16541	-80.2842	GPS READ

When the delivery of your containers has been completed, you will have at your disposal a customized website with every container currently in service, where the containers are located, and a detailed listing of any inventory on hand utilizing our C.A.R.T.S. software. You can then integrate the work order cart maintenance system or collection data tracking program that is directly tied to C.A.R.T.S. You will be able to track calls for maintenance and repair, deliver containers to new residents, see what size container a resident is using, track collection data, electronically report non compliance notices and provide all interested parties a detailed maintenance report when ever requested.

It will be at the discretion of WCA as to how we would perform the roll out program (IE: by collection routes or zones). In either case, Rehrig Pacific will utilize its internal crews. Each crew will consist of 1 truck, 1 trailer and 3-4 employees. **We will also have our dedicated Region Project Manager during all deliveries to correspond with as needed.** Rehrig Pacific employed A&D Site Supervisors will oversee the day to day activities during the rollout. Crews will work a 6 day work week to stay on task with the A&D delivery schedule that is created. Rehrig Pacific will employ local personnel (if applicable) to help in the assembly of containers. The total number of containers delivered each day depends on the density of the delivery area and the proximity of the staging area(s) to the actual deliveries.

As stated above, detailed alphabetized electronic lists of street addresses and maps of the area are mandatory to ensure an accurate and timely roll out at least 4 weeks prior to the start of the program. This list should include street direction, street number, street addresses, the number of carts to be delivered, and the specific size of cart each resident should receive. A template for an acceptable address list will be provided during the planning phase of the program. As part of the planning process our detailed **A&D checklist** will be completed by all parties. This checklist covers all items regarding a successful implementation learned from our past experiences. This includes but is not limited to order details, A&D details, invoicing details, data integrity details, maps, address lists and many more items for consideration by all parties involved. The checklist is an organic list that will be continually updated from the initial planning meeting throughout the planning and implementation of the program.

All Rehrig Pacific Company personnel are thoroughly trained in cart assembly and distribution and are required to adhere to the safety program administered by Rehrig Pacific Company. Rehrig Pacific Company is a licensed, bonded and insured company.

A&D Safety and Environment Management Guidelines

- We are committed to a safe working environment for our employees. Employee training includes a detailed safety manual that incorporates legislated requirements and safety tips.
- We follow OSHA guidelines and safety principles in our training and day to day activities.
- Daily team meetings also incorporate safety reminders and clarifications for all staff members and supervisors.
- Examples of safety policies include the following:
    - Health and Safety Employee Sign-Off: see below copy of our health and safety employee sign off which we use to emphasize our safety culture and reinforce the safety policies during training
    - Confirmation of sound physical condition of all workers
    - Workers must wear safety vests, boots and gloves upon arrival on site
    - First aid kits in all vehicles
    - Cellular phones for each team: emergency assistance can be contacted in case of problem or emergency
    - Rest periods are clearly identified and implemented (ie:) lunch breaks, body breaks
    - Site, truck and trailers and all equipment are inspected daily to ensure they are free of any dangers, in good working condition such as oil and gasoline levels, radio and cellular equipment, tire pressure
    - Traffic laws and road safety are reviewed regularly with drivers and personnel and included in employee training
    - Proper cargo securement (ie;) workers are fully trained on safe cargo securement and product must be secured before moving with cargo straps and/or bars; driver must check cargo before moving
    - If team comes across a busy street, they are to sort odd/even and deliver one side at a time only
    - Hand sanitizers and water available to crew members for their personal health

ENVIRONMENT MANAGEMENT

- Crews are instructed to never litter and all waste produced by crews and equipment is disposed of in the appropriate and legislated manner
- Tire pressure is kept constant to avoid unnecessary fuel consumption and idling of equipment is not allowed
- We are compliant to all provincial and federal environmental legislation and guidelines.

Workplace Transport Safety
Delivery of roll out carts and/or recycle bins
Standard Operating Procedures

- **Responsibilities:** Employers have a duty to the health and safety of their employees and to be certain that members of the public are not at risk as a result of the work they do. Employees have the duty to look after their own health and safety and those who might be affected by their work.

- **Driving Responsibilities;** Drivers are responsible for the safe operation of any vehicle they drive during the performance of their duties. While driving Rehrig Pacific Company vehicles-owned, leased, or rented, drivers must have a valid state driver's license at all times. Drivers must obey all federal, state and local vehicle laws. Drivers are expected to be courteous and considerate of other drivers and pedestrians while operating vehicles.

- **Equipment:** Truck and trailer must have up to date preventative maintenance schedules based on time and/or mileage. Records of the maintenance schedule must be kept. Special attention should be given to:
    - The braking system, the steering system, mirrors, lights, windshield washer/wipers.
    - Trailer must be rated for maximum load being delivered.
    - All tires on truck and trailer in good general condition with minimum 1/8" tread and proper air pressures for task.
    - Supervisor must perform pre-departure safety checklist:
        - **Truck:** Seat belts are in working order. All occupants must use seat belts when in truck. Mirrors must be large enough to see rear of trailer. Back up alarm (horn) is to be used if reverse is needed during delivery.
        - **Trailer:** The hitch coupler is secured, the pin securing the ball mount to the receiver is intact, and safety chains are properly crossed below the ball mount with enough slack while not contacting the road. The electrical plug is properly installed with the trailer lights working.

- **Personnel:** Personnel Protection Equipment must include:
    - High-visibility apparel such as hats, vests and/or long/short sleeved shirts with reflective tape.

- **Procedures and Motor Vehicle Safety Rules:**
    - While delivering product, worker must stay on trailer or walk behind trailer.
    - Driver must never exceed 20 mph while delivering product with workers on trailer.
    - Maximum of two workers on trailer at any given time during delivery.
    - No one permitted on moving trailer when not delivering product.
    - Must have communication between driver of truck and trailer worker(s).
    - All vehicle occupants must wear seat belts.
    - Must have headlights on while delivering product.
    - Delivery permitted on right side only on main roads.
    - Once 4 or more vehicles are behind delivery trailer, driver must pull over and allow vehicles to pass.
    - Workers are not to board or get off moving trailer.
    - Must enter and exit trailer from the rear end only.
    - Driver must keep vehicle in park when helpers are between truck and trailer. Must have visual/hand/verbal signal all clear.
    - No use of personal phones other than communications to workers on trailer permitted while delivering.
    - Speed between neighborhoods 25-30mph with all workers in truck and no riders on trailer.
    - Hand brake to be utilized whenever truck is parked.
    - Shut off engine before fueling a vehicle.
    - Do not smoke when fueling a vehicle.
    - Do not use a cell phone while driving. Pull off the road to a safe location before using the phone.
    - No use of radio, headphones, or similar devices while delivery is occurring.



Rehrig Pacific Company

95 Gallon Universal
Roll Out Cart Specifications

Meets and/or exceeds all ANSI Standards

Manufacturing Process:	Injection Molding
Material:	High-density polyethylene resin (HDPE) Manufacturer: Exxon Type: HD-6605 Color pigment and ultraviolet inhibitor compounded at 2% by weight
Wall Thickness:	Cart Minimum: 0.175 inches Critical Wear Points: 0.185 inches (Cart Bottom, handle & lift mechanisms) Lid Minimum: 0.140 inches
Cart Dimensions:	Height (includes lid): 45.13 inches Width: 28.70 inches Depth: 33.73 inches Resin weight: 34.10 pounds Assembled weight: 41 pounds Gripping diameter: 27 inches Capacity: 95 gallons Load Rating: 332.50 pounds
Imprinting:	Hot stamp process permanently imprints logos and other information including serial numbers and user instruction
Lid Opening:	270 degrees
Lid Assembly:	Carts are shipped with the lids already attached.
Catch Bar:	Integrally molded plastic catch bar or 1" corrosion resistant zinc plated steel catch bar which is easily installed
Axle:	High strength, low alloy steel, 3/4 inches x 23.8 inches, zinc plated or powder coated equivalent for corrosion protection.
Wheel:	10 or 12" x 1.75" blow molded, snap-on wheel with 1.4" integrated spacers
Handle:	Handle attachments are integrally molded part of the container body with a gripping area of 16 inches. Clearance between the cart body and the inside edge of the handle has been maximized to provide optimum control of a fully loaded cart
Lift System Compatibility:	Compatible with American semi-automated bar-locking lifters and fully automated arm lifters.

A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

Product Specs

Rehrig Pacific Company

65 Gallon Nestable Bar Roll Out Cart Specifications

Meets and/or exceeds all ANSI Standards

Manufacturing Process:	Injection Molding
Material:	High-density polyethylene resin (HDPE) Manufacturer: Exxon Type: HD-6605 Color pigment and ultraviolet inhibitor compounded together at 2% by weight
Wall Thickness:	Cart Minimum: 0.175 inches Critical Wear Points: 0.185 inches (Cart Bottom, handle & lift mechanisms) Lid Minimum: 0.140 inches
Cart Dimensions:	Height (includes lid): 40.5 inches Width: 26.7 inches Depth: 28.11 inches Resin weight: 27.5 pounds Assembled weight: 36 pounds Capacity: 67.2 gallons Load Rating: 227.5 pounds
Imprinting:	Hot stamp process permanently imprints logos with serial numbers
Lid Opening:	270 degrees
Lid Assembly:	Carts are shipped with the lids already attached
Catch Bar:	Factory installed 1" corrosion resistant zinc plated steel or can be configured without a catch bar.
Axle:	High strength, low alloy steel 3/4 inches x 23.8 inches, zinc plated or powder coated equivalent" for corrosion protection
Wheel:	10" x 1.75" blow-molded plastic, snap-on, with integrated spacer
Handle:	Handle attachments are integrally molded part of the container body with a gripping area of 12 inches. Clearance between the cart body and the inside edge of the handle has been maximized to provide optimum control of a fully loaded cart
Lift System Compatibility:	Compatible with American semi-automated bar-locking lifters and fully automated arm lifters.
Truckload Quantity:	648, stacked 9 high

Product Specs

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

	OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ 3/26/19
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-465980

Date Filed:
03/20/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Waste Corporation of Texas, L.P.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Tomball, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2019-10006
Municipal solid waste collection and disposal services if awarded pursuant to City of Tomball RFP #2019-01

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Michael A. Roy, and my date of birth is 6/3/59.

My address is 1330 Post Oak Blvd, 7th Floor, Houston, TX, 77056, Harris.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 20th day of March, 2019.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Insurance Requirement Affidavit

This Form to be Completed by Appropriate Insurance Agent

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below-identified proposer. If the below-identified proposer is awarded this contract by the City, I will be able, within ten (10) days after the proposer is notified of such award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this bid document.

Signature of Agent Tammy Rowntree

Print or Type Agent's Name Aon Risk Services Southwest, Inc.

Name of Insurance Carrier
Lexington Ins., Co., National Union Fire Ins. Co. of PA, New Hampshire Ins., Co. Illinois Nat'l Ins. Co. Commerce & Industry Ins. Co.

Address of Insurance Agency
5555 San Felipe, Suite 1500

City/State
Houston, TX 77056

Phone number where agent can be reached
832 476 6000

Facsimile (Fax) number where agent can be reached
800 953 4542

Proposer's Company or Corporation Name

SUBSCRIBED AND SWORN to before me by the above named on this the 25 day of March, 2019.

Carol T. Grice

Notary public in and for the State of Texas

Carol T. Grice
Notary Public, State of Texas
My Commission Expires
05-04-2021
Notary ID# 37764-8

Note to Agent & Proposer:

Refer to "L. REQUIRED INSURANCE AND INDEMNITIES" for coverage amounts etc. If the ten-day time requirement is not met, the City reserves the right to declare this proposer non-responsible and award the contract to the next low proposer meeting specifications. If you have any questions concerning these requirements, please contact John Geiger with the City.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lexington Insurance Company	19437
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	New Hampshire Insurance Company	23841
INSURER D:	Illinois National Insurance Co	23817
INSURER E:	Commerce & Industry Ins Co	19410
INSURER F:		

INSURED
WCA Waste Corporation
1330 Post Oak Blvd.
7th Floor
Houston TX 77056 USA

COVERAGES **CERTIFICATE NUMBER:** 570075466305 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			014180816	08/01/2018	08/01/2019	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			CA 2820280	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	X OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
							Medical Payments Lia	$5,000
E	X UMBRELLA LIAB X OCCUR			020572923	08/01/2018	08/01/2019	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC018325550	08/01/2018	08/01/2019	X PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		AOS				
D	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC018325551 FL	08/01/2018	08/01/2019	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

City of Tomball
401 Market St.
Tomball TX 77375 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570075466305

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Liberty Mutual

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS, that we

WASTE CORPORATION OF TEXAS, L.P.
8515 Highway 6 South, Houston, TX 77083 , as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto

CITY OF TOMBALL
501 James Street, Tomball, TX 77375 , as obligee (the "Obligee"), in the penal sum of

Five Percent of Total Amount Bid for First Year.

Dollars ($ 5% Total Amount Bid for First Year), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

RFP # 2019-01, Solid Waste Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 25th day of March, 2019.

WITNESS / ATTEST:

_____

WASTE CORPORATION OF TEXAS, L.P.
(Principal)

By: _____ (Seal)
Name:
Title:

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____ (Seal)
Misty Wright Attorney-In-Fact

LMIC-5000

Rev. 3/04

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200654-022011**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deena Bridges; Vanessa Dominguez; Melissa L Fortier; Michael J Herrod; Terri L Morrison; Lupe Tyler; Lisa A Ward; Donna L Williams; Misty Wright

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of February, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp , Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of March, 2019.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual SURETY

TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros
de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiena una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Empower Results®

March 25, 2019

Andy Malpiedi
WASTE CORPORATION OF TEXAS, L.P.
1330 Post Oak Blvd, 7th Floor
Houston, Texas 77056

Re: CITY OF TOMBALL
Project: RFP # 2019-01, Solid Waste Services

Estimated Contract Price: $1,470,476.00
Bid Date: 3/27/2019
Surety: LIBERTY MUTUAL INSURANCE COMPANIES

Dear Andy Malpiedi:

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

Misty Wright
Record #2709589

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

	Contractors Name		Contract Price
1.	_____	$	_____
2.	_____	$	_____
3.	_____	$	_____

Where did you place _____ And your price $ _____

If awarded contract, is final bond required? Yes ☐ No ☐

Aon Risk Services Southwest, Inc.
5555 San Felipe St., Suite 1500, Houston, TX 77056 • tel: 832-476-6000 • fax: 800-953-4542

ORIGIN ID:HOUA (832) 476-6803
MISTY WRIGHT
AON CORPORATION
5555 SAN FELIPE ST

HOUSTON, TX 77056
UNITED STATES US

SHIP DATE: 25MAR19
ACTWGT: 0.06 LB
CAD: 104710416/WSXI3300
DIMS: 11x6x1 IN

BILL SENDER

TO **ANDY MALPIEDI**
WCA
1330 POST OAK BLVD FL 7TH

HOUSTON TX 77056
(713) 292-2416 REF
INV:
PO: DEPT

565.I1/46D3/23AD

FedEx Express

TUE - 26 MAR 10:30A
PRIORITY OVERNIGHT

TRK# 0201 **7862 3998 8117**

DSR
77056
IAH

43 HOUA

TX-US

Fold Here - Please fold or cut in half


THE CITY OF TOMBALL, TEXAS
FOUNDED 1907

Request for Proposals Solid Waste Services
RFP # 2019-01

For the Period October 1, 2019, through September 30, 2024

Mandatory Pre-Proposal Meeting March 14, 2019
10:30 AM

City of Tomball – Public Works Administration Building
501 James Street
Tomball, Texas 77375

Proposal Due Date March 27, 2019
2:00 PM

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A. NOTICE TO PROPOSERS

Sealed proposals will be received by the City of Tomball, 501 James Street, Tomball. Texas until 2:00 p.m. CST on March 27, 2019, at which time proposals duly delivered and submitted will be considered for the Solid Waste Services RFP # 2019-01.

All Proposals must be prepared and signed by the Contractor in the form attached hereto. **THESE INSTRUCTIONS MUST BE INCLUDED IN THE PROPOSAL IN THEIR ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR.** All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten.

Delivery of Proposals

Any proposal received after stated closing time will be returned unopened. Reliance on the post office or delivery services will not be considered an adequate reason for granting an exception for failure to meet the required deadline for consideration of proposals. No results will be read aloud when proposals are submitted to the City.

One original (so marked) and eight (8) copies of the proposal and an electronic copy of the proposal in pdf searchable format should be submitted in a sealed box. The outside of the box should be clearly marked:

Attention: Alexus McMinn
"Solid Waste Services Proposal RFP #2019-01"
Company Name
Contact Person and email address
Company Address
Company Telephone Number

Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference has been scheduled for 10:30 a.m. CST, March 14, 2019, at the City of Tomball – 501 James Street, Tomball, 77375. All vendors desiring to be considered for this service must attend the meeting. Failure to attend will disqualify proposing firms.

Right to Reject

Until the final award by the City of Tomball, the City reserves the right to reject any and/or all proposals, to waive technicalities and to proceed otherwise when the best interests of the City will be realized. Costs incurred in the preparation of a proposal are the sole responsibility of the proposer.

Open Records Act

The City is subject to the Texas Open Records Act, a state law which may require the City to make the information provided in response to this Request for Proposal available to the public upon request following award. If a proposer submits information to the City in response to this RFP that the proposer believes to constitute a proprietary trade secret or other confidential information, the proposer must clearly identify such information within the proposal. In the event the City receives a request for disclosure of information in any proposal that has been identified by the proposer and confidential or a proprietary trade secret, the City will notify the proposer in accordance with the provisions of the Act; however, it shall be the sole responsibility of the proposer, at the proposer's sole cost, to comply with the Act's provisions relating to submission of a request to the Texas Attorney General for an opinion regarding the exemption from disclosure of such information to the public pursuant to the Act.

Proposer Contact with the City

To ensure an objective, orderly award process that provides all potential proposers an equal opportunity to compete for and win City business, all requests for information will be made in writing to Alexus McMinn at amcminn@tomballtx.gov.

Replies to all information pertinent requests will be sent in the form of an addendum to all who attend the pre-proposal conference. No direct contact with or lobbying of City management, members of the RFP evaluation committee or the City Council will be permitted during the RFP process after the RFP is released to the public. No gifts, lunches or other gratuities will be accepted by the City during the RFP process. Vendors not complying with the above requirements will be disqualified.

Information Contained in the RFP

The information set forth in this Request for Proposal (RFP) and in all appendices attached hereto has been presented solely to assist interested proposers in making their own evaluation of the resources required to provide residential solid waste services to the City's residents and is not intended to be all-inclusive or to contain all of the information that a prospective proposer may desire. The City has made no independent effort to determine the accuracy or completeness of such information. The proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including the costs of providing the requested services.

Proposal Content Contractual

The information contained in the winning proposal will be used as the basis for the resulting contractual agreements.

B. SCHEDULE OF ACTIVITIES

February 25, 2019	RFP available to proposers in person or by email
March 14, 2019, 10:30 a.m. CST	**Mandatory Pre-proposal Conference Held**
March 21, 2019, 2:00 p.m. CST	Deadline for questions prior to proposal due date
March 27, 2019, 2:00 p.m. CST	**Sealed proposals due**
April 4-5, 2019	Finalist interviews held
April 10, 2019	Decision Made with Recommendation
April 17, 2019	Successful firm and others notified of the award
May 6, 2019	City Council awards Contract
July 19, 2019	Initiate Education of Customer Base to Changes
October 1, 2019	New Contract begins

C. IMPORTANT INFORMATION TO PROPOSERS

Invitation for Proposals

The City of Tomball invites sealed Proposals for Residential, Commercial and Industrial Garbage Collection and Disposal, including the Collection of Recyclables, and Brush and Bulk pickup. The City contains approximately 2,768 single family residential units. For the commercial containers, there are approximately 455 FEL containers serviced from one to six days per week and approximately 60 roll-off hauls per month (combined permanent and temporary). There are approximately 15 City Facilities to be serviced at no charge. The proposed scope of work is described in detail in this Request for Proposals.

Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held at the Public Works Administration Conference Room, 501 James Street, Tomball on March 14, 2019, at 10:30 AM CST.

Questions or comments proposed at the conference may either be answered at the meeting or will be taken under advisement. All follow-up questions should be emailed to Alexus McMinn amcminn@tomballtx.gov- by 2:00 PM on March 21, 2019.

Proposers should read the following instructions and follow them closely. Failure to do so may result in a Proposal's disqualification.

A Proposer who submits a Proposal does so without recourse against the City, its staff or contractors for either rejection by the City or failure to execute an agreement with such Proposer.

The City reserves all rights in accordance with the requirement of the laws of the State of Texas and the City Code, without qualification, including but not limited to the following:

Select any Proposal

Waive any formality, technicality, or irregularity in Proposals received

Reject any Proposals, which are not legible, not complete or contain irregularities

Reject any Proposals not received on or before the due date and time specified.

Obtain clarification from Proposers concerning Proposals

In order for your submission to be considered eligible, you must complete the following:

1. The Proposal pages must be properly completed (in ink or type);
2. The Proposal pages must be signed by an authorized contracting agent of your company with **each page of the RFP documents initialed**.
3. The Proposal shall be filed with the City of Tomball, 501 James Street, Tomball, TX 77375 no later than 2:00 PM on March 27, 2019.

Required Format of Proposal

• The Proposal must contain ALL of the required paperwork.

• ALL forms must be completed in their entirety and ALL questions must be answered directly on the form and/or expanded onto additional pages when necessary. References to company brochures and flyers will not be accepted as an answer.

• Refer to the checklist that follows to assist you in your submission.

Required Format of Proposal: Proposals must be organized and submitted intact with all of the information in tabbed and appropriately labeled sections in the following order:

Sealed Envelope or Box with the Proposer's name and address in the upper left-hand corner and marked as indicated in Delivery of Proposals. The envelope or box must contain one original (marked as such) and eight (8) copies of the Proposal with the original signed in BLUE ink and one CD with an electronic copy in searchable pdf format.
1. Proposal Cover Sheet/ Acknowledgement of Addendum(s) signed/sealed by the authorized Contractor/Proposer
2.. Declaration
3.. Proposal Bond
4.. Non-Collusion Affidavit and Conflict of Interest Questionnaire
5.. **Power of Attorney (if necessary)**
6. Proposal Tab 1 Past Performance and Experience of Contractor
7. Proposal Tab 2 Financial Qualifications
8. Proposal Tab 3 Facilities (includes Forms 3-A and 3-B)
9. Proposal Tab 4 Experience of Personnel
10. Proposal Tab 5 Equipment
11. Proposal Tab 6 Operational Plan and List of Acceptable Recycling Materials
12. Proposal Tab 7 Disaster Debris Management Plan
13. Proposal Tab 8 Rates, and Services
14. Proposed Alternatives
15. Exceptions
16. Brochures, Flyers, Promotional Material

Proposal Cover Sheet

The Proposer acknowledges receipt of the following Addendums to the solicitation:

Addendum Number	Date

This Proposal reflects our best estimates, and/or actual costs as of this date, and conforms to the requirements provided in the City Proposal package. By submitting this Proposal, the Proposer grants the City the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the Proposal. The City shall have the right to make such investigations as deemed necessary to determine the ability of the Proposer to perform the services required. Upon request by the City, the Proposer shall furnish and certify all such supporting data and information that the City may request to demonstrate the Proposer's qualifications.

The Proposer also agrees that the price to the City, including profit or fee, may be, at the option of the City, adjusted to reduce the price to the City to the extent that the price was based on inaccurate, incomplete, or non- current data supplied by the Proposer.

This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This Proposal is not submitted in conformity with any agreement or understanding with any Proposer to submit a false or sham Proposal. Proposer has not sought by collusion to submit a falsetto to obtain for itself or any other Proposer, an advantage over any other Proposer or over the City of Tomball.

In submitting this Proposal, the undersigned agrees that no Proposal may be withdrawn for a period of four (4} months after the date of receipt of Proposals, and that all Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the City.

Please check the appropriate box: ☐Corporation ☐Partnership ☐Sole Proprietor

Include either Social Security or Federal Tax Identification Number: _____

Name of Firm:	Phone:
Address:	Fax
Name and Title:	Attest:
Signature:	Date:

Corporate Seal:

Declaration

The undersigned, as Proposer, declares that the only persons/entities interested in this Proposal are those named herein, that no other person/entity has any interest in this Proposal or in the Contract for services to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person/entity and that this Proposal is in every aspect fair, in good faith, and without collusion or fraud.

The Proposer further declares that he has complied in every respect with all requirements of this RFP, that he has read all appendices and has satisfied himself fully relative to all matters and conditions with respect to the services to which the Proposal pertains.

The Proposer states that this Proposal is based on the Request for Proposal documents and appendices.

The Proposer agrees to the proposed Contract of the City of Tomball RFP- Solid Waste Services as stated in RFP #2019-01.

Firm/Corporation

_____

Address

_____

Name

_____

Signature

_____

Title

_____

Date

_____

Proposal Bond

The undersigned Proposer hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within ten (10) days after the date of written notice to do so.

Enclosed with this proposal is a Proposal Bond in the sum of Five Percent (5%) of the Total Proposal Amount for the First Year made payable to the City of Tomball which it is agreed shall be collected and retained by the City as liquidated damages in the event this proposal is accepted by the City within ninety (90) days after the bids are received and the undersigned fails to execute the contract and the required bond for the City within ten (10) days after the date said proposal is accepted, otherwise, said bond shall be returned to the undersigned upon request.

_____

Contractor (Firm Name)

By: _____

Title: _____

(Mayor/Vice-Mayor)

Address _____

_____

_____

Phone _____

Fax _____

Email _____

Non-Collusion Affidavit

STATE OF: _____ COUNTY OF: _____

I state that I am _____ of _____(Name of firm) and that I am authorized to make this affidavit on behalf of said firm, and its owners, directors, and officers. I am the person responsible in said firm for the price(s) and the amount of this Response.

I state that:

1. The price(s) and amount of this Response have been arrived at independently and without consultation, communication or agreement with any other contractor, Respondent or potential Respondent.

2. Neither the price(s) nor the amount of the Response, and neither the approximate price(s) nor the approximate amount of this response has been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding on this agreement, or to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or another form of complementary Response.

4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows: I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Tomball of the true facts relating to the submission of Responses for this agreement. I understand and said firm understands that any fraudulent concealment will allow the City to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this Response.

Signature _____ Name: _____

Position _____

Sworn to and Subscribed before this _____ day of _____, 2019

(Notary Public)_____

My Commission Expires: _____

Conflict of Interest Questionnaire

Please be advised that in accordance with State of Texas Local Government Code Chapter 176, the successful business entity awarded a contract by the City Council of Tomball must submit Form CIQ (Conflict of Interest Questionnaire) with the submission of the bid. The form can be found at **www.ethics.state.tx.us**

Certificate of Interested Parties

In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City Council of Tomball must complete Form 1295 – "Certificate of Interested Parties" – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at **www.ethics.state.tx.us**

Certification Regarding Boycotting Israel

Contractor shall submit with his bid a statement certifying that Contractor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Gov't. Code, nor is it engaged in business with Iran, Sudan, or foreign terrorist organization as identified by the Texas Comptroller's office under Sections 806.051, 807.051 or 2252.152 of the Texas Gov't. Code.

Agreement Cancellation

The City may, by written notice to the successful Proposer, cancel the agreement without liability to the City if it is determined by the City that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of the City with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such an agreement. In the event this agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.

D. OVERVIEW

Purpose and Intent

The City of Tomball desires a contract for solid waste and recycling services that will provide excellent customer service, with accurate billing, and prompt response time to customer complaints. The City is looking for a contractor with **not less than ten (10) years of experience** providing residential solid waste, recycling and bulky/brush collection services in communities with a customer count similar in size to the City's customer base and capable of providing services that include, but are not necessarily limited to, the following:

Services will include the following:

1) Real-Time GPS Tracking Capability of collection vehicles
2) Customer Service Response Center with adequate personnel to address customer requests and complaints
5) Hours of Operation from 7 AM to 7 PM Central Time, Monday through Friday; 7 AM to 2 PM Saturday except for Thanksgiving, Christmas and New Years day.
6) Providing a designated contact person as the primary contact responsible for the City of Tomball Account
7) With respect to residential services, capable and willing to provide:
    a. Collection of residential solid waste twice a week
    b. Collection of recycling items once a week
    c. Brush collection once per week with no call-in required
    d. Bulk item collection once per week with no call-in required
    e. Provision for the collection of amounts over specified limits for a fee
8) Vehicles used for collection with the City at the time of commencement of the contract shall not be older than five (5) years.
9) The Contractor must demonstrate that collected Recyclables are processed for reselling for use in marketable products.
10) Provision of commercial collection up to six days per week
11) Provision of Roll-Off collection on call up to six days per week

Contract Term

The City intends for collection and processing services under the new agreement to begin October 1, 2019, and continue for a term of five (5) years, ending at midnight September 30, 2024, with an option for five (5) one-year term extensions beginning October 1, 2024.

Conditions

In its sole discretion the City reserves the right to (1) withdraw the RFP from the market without notice before or after receiving submittals, (2) accept or reject any or all proposals, and (3) accept proposals which deviate from the RFP as the City deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any Party or parties submitting Proposals in response to this RFP.

This RFP is made subject to correction, errors, and omissions. The attached Appendices are for guidance only.

City reserves the right to issue a subsequent RFP, cancel this entire RFP, and/or remedy technical errors in the RFP process.

City reserves the right to negotiate with any, all or none of the proposers responding to the RFP.

Following submission of a proposal, the proposer agrees to deliver such further details, information, and assurances, including financial and disclosure data, relating to the proposer including information regarding affiliates, officers, directors, shareholders, partners, and employees as requested by the City in its discretion.

The proposer must furnish a "Certificate of Authority," signed by the Chief Executive Officer or a managing partner of the entity with its response. The Certificate must list the specific officers who are authorized by board resolution to execute agreements on behalf of the entity. The proposer must furnish evidence that the entity is in good standing and authorized to transact business in the State of Texas prior to awarding of the Contract.

Agreements with the selected proposer will require that the selected proposer provide worker's compensation insurance, commercial general liability, automobile insurance, and any other insurance that the City's Risk Manager may require. The City will be included as an additional named insured. Development agreements with the selected proposer will require indemnification of the City by the selected proposer in form and substance satisfactory to the City's Risk Manager and the City Attorney's office.

Agreements will require a performance bond commensurate as specified in this RFP. Such bonds will be in a form and with surety acceptable to the City. In addition, the City may require other forms of assurance from the selected proposer of successful completion of the development.

Any and all costs and expenses associated with the preparation of any report or statement in this response to the RFP shall be borne by the proposer.

The proposer acknowledges that all information submitted in response to the RFP to the City will be subject to the Texas Open Records Act.

All responses relative to this request for qualifications and all information/charts/graphs, etc. produced as a result of this service, if selected, shall become the property of the City of Tomball without any restrictions on usage, subject to exceptions under the Texas Open Records Act, and are non-returnable.

The applicant may maintain a copy of such material for their records as necessary or required by industry standards.

The proposer shall comply with Federal Law, Texas law, and the City Charter, and applicable City ordinances.

The proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City or advisors for the purpose of influencing consideration of a response to this RFP.

The proposer shall not collude in any manner or engage in any practices with any other applicant(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the applicant's submittal to be rejected by the City. The prohibition is not intended to preclude joint ventures or subcontracts.

All responses submitted must be the original work product of the proposer. Copying, paraphrasing, otherwise using substantial portions of the work product of another applicant is not permitted. Failure to adhere to this instruction will cause the response to be rejected.

Disclaimer

• The information contained herein is provided solely for the convenience of prospective solid waste companies. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. Neither the City nor its advisors provide any assurances as to the accuracy of any information in this document.

• Any reliance on these contents, or any communications with City officials or advisors, shall be at the recipient's own risk. Prospective proposers should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. The RFP is being provided by the City and its advisors without any warranty or representation, express or implied, as to its content, its accuracy or completeness. No warranty or representation is being made by the City or its advisors that any response conforming to these requirements will be selected for consideration, negotiation, or approval.

• The City and its advisors shall have no obligation or liability with respect to this RFP and this selection and award process or whether an award will be made. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this disclaimer and the disclosure set forth hereafter is totally relying on said disclaimer and disclosure and agrees to be bound by the terms hereof. Any proposals submitted to the City or its advisors pursuant to this RFP are submitted at the sole risk and responsibility of the party submitting such proposal.

• Any action or response taken by the City for any reason or for no stated reason made pursuant to this RFP or in making any award or failure or refusal to make an award pursuant to such submittal, or in any cancellation of an award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation of the City or its advisors.

• The City will be bound only when a proposal, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved by the City Council and then only pursuant to the terms of the definitive agreements executed among the parties. A response to this RFP, or all responses, may be accepted or rejected by the City for any reason, or for no reason, without any resulting liability to the City and its advisors.

Background Information

The City's current contractor collects Solid Waste from bags placed at the curb on a twice-per-week basis (currently Monday and Thursday). The current quantity of bags allowed for solid waste collection is 25 (twenty-five) bags per collection day (*this volume of bags will be amended in the future contract*).

The City's current contractor collects Recyclables from contractor-owned 18-gallon bins (including newspaper and inserts, aluminum cans, No. 1 (PET) plastic, and No 2. (HDPE) plastic containers). Collection of Recyclables currently is done on Wednesday. Acceptable Recycling Materials too large to be placed in the bin are collected on collection day.

The Contractor currently collects brush and tree trimmings once per week. Currently, limbs must not exceed four feet in length and be stacked in a pile not to exceed four feet in height. Limbs exceeding this amount are not collected.

The Contractor currently collects bulky material (furniture, appliances and other large items) within one week after notification by residents. This collection is made on Thursdays.

The Contractor currently provides Commercial Collection using FEL containers or, for smaller businesses, a 95-gallon Poly Cart. Service is provided from one to six days per week.

The Contractor currently provides permanent or temporary Roll-Off containers and hauling under an individual agreement with generators (*exclusive roll-off service*).

Information is provided the Appendices for the use and consideration of the Proposer. The City offers no warranties as to the accuracy of the estimates, projections or information. Service levels, container sizes, the frequency of collection, number of units, and similar items may vary during the course of the Contract.

Discovery

Each proposer shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the Contract including all information provided in this RFP and appendices. Each Proposer shall conduct their own investigations concerning the conditions, locations, and solid waste characteristics and quantities and applicable state and federal laws and regulations that may affect their work and by submitting a proposal, the proposer warrants that they have fully acquainted themselves with such conditions and are prepared to honor all statements and commitments made in their proposal to the City. Proposers will not be reimbursed any costs related to the preparation of their proposal whether successful or not.

Contractor Responsibilities

The Contractor shall be responsible for:

1. Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract;
2. All actions and activities of its subcontractors;
3. Supplying all records and information required by this Contract;
4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by City ordinance);
5. Paying all applicable taxes;
6. Complying with applicable laws and regulations;
7. Performing all work in a timely, thorough and professional manner;
8. Disposing of Garbage collected by the Contractor at a permitted facility;
9. Processing and Marketing Recyclables collected by the Contractor from the Residences;
10. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.
11. Collecting all missed pickups (for any service provided) within 24 hours (Friday misses will be collected on Saturday).

Definitions

Definitions are provided to clarify items in the Contract. In the event that the definitions provided here differ from those in the most current version of the City of Tomball's Solid Waste Ordinance now or in the future, the Ordinance shall prevail.

"Bags" Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by the top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 40 1bs.

"Brush": Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. Limbs should not exceed four (4) feet in length and not exceed four inches (4") in diameter. All Brush must be tied and bundled or placed in a customer-provided container. No bags, bundles or containers shall exceed forty (40) pounds in total weight.

The term "Brush" specifically excludes debris resulting from services of a Commercial Service Provider (Tree Trimming Company).

"Bulky Waste": White Goods, furniture, auto parts, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit. Appliances or "White Goods" such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner and any other appliances containing refrigerants, must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection. Putrescible household waste, construction debris and Yard Trimmings are not considered Bulky Waste.

"**Bundle or Bundles**": Tree, shrub and brush trimmings securely tied together forming an easily handled package, with limbs and brush trimmings contained in such bundle not to exceed four (4) feet in length nor four (4") inches in diameter, and such bundle not to exceed forty (40) pounds in weight.

"Cart for Solid Waste" means a 95-gallon poly cart plastic container, provided by the Contractor, equipped with wheels, handles, and a tight-fitting cover. Carts are capable of being mechanically unloaded into the Contractor's collection vehicles. The term Cart and Wheeled Container shall be considered interchangeable. Cart weights, when full, shall not exceed 375 pounds. Replacement carts shall be purchased from the Contractor at the cost shown in this proposal.

"Cart for Recycling" means a 95-gallon poly cart plastic container, provided by the Contractor, equipped with wheels, handles and a tight-fitting cover with a color differentiating it from a Cart for Solid Waste. Carts are capable of being mechanically unloaded into the Contractor's collection vehicles. Cart lid will be embossed to provide the acceptable material list of instructions for Resident. Replacement carts shall be purchased from the Contractor at the cost shown in this proposal.

"City" The City of Tomball, Texas.

"Collection Area" means that portion of the City in which the Contractor provides collection services as described in this RFP.

"Commercial/Industrial Waste": All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste.

"Commercial/Industrial Unit": All premises, locations or entities, public or private, requiring

refuse collection within the corporate limits of the City and not a residential unit.

"Compactor Unit" means a mechanical unit that receives, compacts, and reduces the volume of municipal waste, refuse or garbage. The unit may be stationary or mobile.

"Container" means a metal or plastic receptacle used for Garbage, and/or Recyclables collection.

"**Construction Demolition and Debris:"** Materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project and includes rocks, soils, tree remains and other vegetative matter that normally results from land clearing for a construction project.

"**Contract Administrator"** The City Manager or his designee responsible for actively interacting with the Contractor to achieve the Contracts objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the City; incorporating necessary modifications or changes into the Contract; arbitrating and expediting timely resolution customer /Contractor issues; and other duties necessary to implement the Contract.

"Contract Documents" The Request for Proposals, Instructions to Proposers, Contractor's Proposal, Contract Specifications, the Contract, Performance Bond or Letter of Credit and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

"Contractor" The individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under Contract with the City.

"Corrugated paper" A structural paper material with an inner core shaped in rigid parallel furrows and ridges.

"Curbside" Shall mean within three (3) feet of the curb that provides primary access for service.

"Customer": The owner or tenant of a Residential Unit, Commercial Unit, and/or Industrial Unit as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.

"Dead Animals": Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

"Detachable Container" (also referred to as "dumpster") means a watertight, all-metal Container, equipped with a tight-fitting metal or plastic cover and plugged to prevent drainage of leachate. The term shall also apply to Containers of larger sizes ("roll-offs").

"Disaster" An event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc., determined by the City to have caused widespread destruction and distress. A Disaster Event will be formally declared by the Mayor of the City of Tomball.

"Disaster Debris" Waste materials including building materials, sediments, vegetative debris, personal property, and other materials resulting from a Disaster. Disaster debris may be generated by any sector affected by a Disaster (e.g., households, businesses, government, etc.)

"Disaster Management Plan" The Contractor's operational policies and procedures that will be implemented to collect, remove and properly dispose of Disaster Debris when an event or occurrence is determined by the City to be a Disaster.

"Disposal Site" A refuse depository for the processing or final disposal of refuse including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

"Garbage" Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption..

"Generator" A person or municipality that produces or creates a municipal waste.

"Hazardous Waste" Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. S6901, et, seq., as amended.

"Household Hazardous Waste" Items which have been segregated from residential garbage and are designated as hazardous by the United States Environmental Protection Agency or the State of Texas.

"Letter of Credit" A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the City) for non-performance in amounts and under conditions as may be specified in the agreement.

"Medical Waste": Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC S1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code, S252.001 (6) (Definitions-Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

"Municipal Solid Waste (MSW)" Any garbage, refuse, and other material resulting from residential, small businesses, City facilities, and from Special events. The term does not include source-separated recyclable materials.

"Municipal Waste Landfill" A facility using the land for disposing of municipal waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and post-closure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to the operation of the facility. The term does not include a construction/demolition waste landfill or a facility for the land application of sewage sludge.

"Multi-Family Dwellings" Apartment building constructed to house more than one family, including townhouses and condominiums which receive MSW collection utilizing a container other than a Cart.

“Performance Bond” A corporate surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract’s Specifications.

“Permit” A permit issued by the State of Texas to operate a municipal waste disposal or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit issuance and permit renewal.

“Poly Cart” See Cart for Solid Waste and Cart for Recycling.

“Processing Facility” A facility used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

“Proposal Bond” The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Proposers, submitted with the proposal as a guarantee that the proposer will if called upon to do so, accept and enter in the Contract.

“Recyclable Material: A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material. The contractor will not dispose of such Recycling Materials at the Disposal Site and will deliver Recyclable Materials to an appropriate recycling facility.

“Recycle” or “Recycling” The collection, separation, recovery and sale or reuse of metals, paper, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than a fuel for the operation of energy.

“Recycling Container”: A plastic receptacle, designed for the purpose of curbside collection of Recyclable Materials, with a minimum capacity of 18 gallons.

“Recycling Facility” A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "recycling facility" shall not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities.

“Refuse”: Same as Rubbish.

“Residential Curbside Recycling” means recycling services generally provided to Single Family Structures. Recyclables are placed by customers at curbside for collection.

“Residential Unit” A residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

"Roll-off Compactor/Container" Container provided to a Commercial Unit by Contractor intended for high-volume refuse generating customers, and capable of pickup and transport by loading of the container onto the rear of transporting vehicle.

"Rubbish": Non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

"Small Businesses": A commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week (up to two 95-gallon carts collected two times per week).

"Solid Waste": Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, S91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

"**Special Collection"** means a fee-based collection available to a resident to collect Brush & Bulk materials that are in excess to the two (2) cubic yard weekly limit. The maximum volume to be collected as a "special collection" shall not exceed ten (10) cubic yards and excludes construction materials such as concrete and other materials that are too heavy for manual collection by the crew.

"Special Waste": Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

"Structure" means all single-family homes, and multi-family dwellings, as well as Small Businesses, included in the specifications. It also means those City Facilities that the City may at its sole discretion include in the Contract.

"Unacceptable Waste": Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to

Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

"Unusual Accumulations" as to Residential Units, means any Waste placed Curbside for collection in excess of the volumes permitted by the Contract, and as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service.

"Waste": All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.

"Wheeled Container" means a 95-gallon plastic Solid Waste Container, a 95-gallon recycling container, and any plastic container equipped with wheels, handles, and a tight-fitting cover. The term Cart and Wheeled container shall be considered interchangeable.

"White Goods" Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

E. EVALUATION AND AWARD CRITERIA

City Council Award

All proposals will be evaluated by a proposal evaluation committee appointed by the City Manager. This committee will recommend the winning proposer to the City Council for the award. Each proposer will be informed in writing (via e-mail) of the committee's recommendation for the award by 5 p.m. April 17, 2019.

Rules regarding contact with city officials as described in the "Notice to Proposers" will be strictly enforced and will result in disqualification of any proposer from further consideration. Following the City Council award, it is the City's expectation that that Contract negotiations will proceed quickly since each proposer will be asked to identify any concerns with the proposed Contract as part of their proposal.

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Criteria for Evaluating Proposals

Evaluation of proposals will consist of a review of the written proposals by the Committee. Based on the results of the evaluation of the written proposals, interviews will be conducted with the top-rated proposers.

On an as-needed basis, the reviewers may conduct site visits, reference checks, independent verification of credit ratings, corporate reputation, etc. and any other procedures or due diligence considered necessary for determining the best overall proposal to provide the requested services.

Scoring of Proposals

The Proposal will be ranked according to the proposal evaluation criteria as shown in the table below. The evaluation committee will recommend the proposer that demonstrates the best value for the City based on the proposal evaluation criteria.

Criteria	Percent of Total
Compliance, Clarity of Proposal – Minimal Exceptions	5%
Experience	5%
Strength of Personnel	5%
Operational Plan and Acceptable Recycling Materials	10%
Disaster Management	5%
Transition Plan	10%
Customer Service, GPS & Support	10%
Ability to Provide Appropriate Billing for All Services	10%
Competitive Cost of Proposal	40%

F. SCOPE AND SERVICE SPECIFICATIONS

Description of Services

Public health and safety, as well as environmental protection, are of primary importance to the City. Services will include the collection of Garbage, Bulk Waste, Brush, Yard Wastes, and Recyclables, as well as Disaster Debris collection.

Temporary roll-off services for Construction Debris, remodeling related materials and waste including roofing, materials, carpeting, and similar materials and activities are included in the scope of work service for this Contract.

Residential Solid Waste Collection

Each proposal should include pricing for the various options set forth below relating to the collection of solid waste:

Option 1: **Two Time per week collection of bags:** Contractor shall provide curbside collections service for residential solid waste at each unit two times per week. Customer-provided bags will be placed at the curb by 7:00 a.m. on the designated collection day. All residential solid waste will be placed in bags with a *ten (10) bag limit per collection*.

Option 2: **Two Time per week collection of bags OR rented Poly Carts**: Contractor shall provide curbside collections service for residential solid waste at each unit two times per week.

Customer may elect to use bags or may rent a poly cart. Bags, or the Poly Cart, will be placed at the curb by 7:00 a.m. on the designated collection day. For bag collection customers, all solid waste material will be placed in 13-gallon bags with a seven (7) bag limit per collection. For rental Poly Cart customers, all materials must be placed within the poly cart with no materials placed outside of the cart.

Residents are required to place their rental carts next to the curb in front of the residence for pickup. It is the City's intention to continue all residential collection at the same location residence has used for set-out in the past.

Option 3: **Two time per week collection of Poly Carts:** Contractor shall provide curbside collection of solid waste twice per week with the Contractor supplying a 95-gallon poly cart to all homes. All materials must be placed within the poly cart with no materials collected outside of the cart.

Residents are required to place their carts next to the curb in front of the residence for pickup.

All Single Family Residential collection Options shall be performed weekly. Contractor shall provide a proposed schedule and map of sectors. For some solid waste options, the collection will be performed using 95-gallon carts. Collections shall be made from Residences on a regular schedule on the same day and approximately the same time each week. For options where carts are to be used, the Contractor is not responsible for collecting Carts weighing more than 375 pounds. The Contractor shall collect Carts that are placed Curbside (the exception being for Special Needs). The Contractor shall be responsible for providing notice first to the Customer and then to City staff if it believes solid waste is not prepared and/or located correctly by a Customer. However, the City shall be the sole and final judge as to such conditions and locations.

Rental Poly Cart Program- Solid Waste

If the City selects Option 2 for both solid waste and recycling, the City will offer each resident the option of renting a 95-gallon Poly Cart to be supplied by the Contractor, for a monthly fee. The fee proposed will represent the complete cost of the rental, including delivery and future pick-up of the cart from a resident. Carts will be rented for no less than a six-month period to a resident opting for this program.

Brush and Bulk Collection

The contractor will collect ***Brush and Bulky*** materials once per week per residence. This will no longer be a call-in service. The maximum amount of Brush and/or Bulk material to be placed for normal collection in one week shall be two (2) cubic yards per home (a debris pile measuring approximately 6' x 3' x 3').

Limbs to be collected should not exceed four (4) feet in length and not exceed four (4") in diameter, no heavier than 40 lbs. All Brush to be collected must be tied and bundled or placed in a customer-provided open, reusable container.

The term brush specifically excludes debris resulting from services of a Commercial Tree Service Provider.

Appliances or "White Goods" such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection.

Special Collection for Brush & Bulky Items

When a Customer desires collection of more material than the weekly limit, the resident can request a "Special Collection". The contractor may charge for the collection of Special Bulky Waste Collection at the rate set forth in Proposal Tab 8. The "Special Collection" price will reflect a cost per hour for the vehicle, plus applicable disposal.

The Contractor will address in the proposal how this "Special Collection" will be performed. The City prefers that the Contractor perform the "Special Collection" within one week of the request from the resident.

Residential Recycling Collection

The City requires a single stream recycling collection program for all Single Family Residential units in the Collection Area. The City requires recycling to be provided at select City facilities at no charge. Each proposal should include pricing for the various options set forth below relating to Residential Curbside Recycling. In the Operation Plan, the Contractor shall provide a list of all materials that will be accepted for recycling.

Option 1: **One time per week using 18-gallon bins**: Contractor shall collect Recyclables from the Contractor-provided 18-gallon bin once per week. Cardboard boxes broken-down and placed adjacent to the recycling bin will be collected with the bin. Overflow recyclables placed on top of or beside the bin will be collected.

Collection shall occur on the same day as one of the days the solid waste collection is performed.

The contractor must demonstrate processing capability or contracts to process and recycle all materials collected.

Option 2: **One time per week using 18-gallon bins OR rented Poly Cart**: Contractor shall collect Recyclables from the Contractor-provided 18-gallon bin once per week OR from a rented Recycling Poly Cart. If a bin is used, overflow recyclables placed on top of or beside the bin will be collected. Cardboard boxes broken-down and placed adjacent to the recycling bin will be collected.

If a rental Poly Cart is used, all recycling materials shall be placed within the cart.

Collection shall occur on the same day as one of the days the MSW collection is performed.

The contractor must demonstrate processing capability or contracts to process and recycle all materials collected.

Option 3: **One time per week using Poly Cart**

Contractor shall supply one 95-gallon recycling poly cart, clearly marked by color (either lid or Cart body) to identify for recycling only, per residence for collection once per week. All materials must be placed within the Cart. Recycling collection shall occur on one of the days the Solid Waste collection is performed.

The contractor must demonstrate processing capability or contracts to process and recycle all materials collected.

Where Carts are used, the Contractor will not be responsible for collecting Carts weighing in excess of the automated cart tipper's manufacturer's recommended maximum capacity. The Contractor shall collect Recycling Carts that are placed

next to the curb (the exception being for Special Needs).

The Contractor shall be responsible for providing notice first to the Customer, then to City staff if it believes a Recycling Cart/Container is not prepared and/or located properly. However, the City shall be the sole and final judge as to such conditions and locations.

Rental Poly Cart Program- Recycling

If the City selects Option 2 for both solid waste and recycling, the City will offer each resident the option of renting a 95-gallon Poly Cart to be supplied by the Contractor, for a monthly fee. The fee proposed will represent the complete cost of the rental, including delivery and future pick-up of the cart from a resident. Carts will be rented for no less than a six-month period to a resident opting for this program.

New Residential Accounts

Options 1: The City will notify Contractor of a new account and Contractor will deliver one 18-gallon bin to that address within five (5) days of the notification.

Option 2: The City will notify Contractor of a new account and Contractor will deliver one 18-gallon bin or Poly Cart to that address within five (5) days of the notification.

Option 3: The City will notify Contractor of a new account and Contractor will deliver Poly Carts to that address within five (5) days of the notification

Commercial and Industrial Collection

Contractor shall provide collection services for the collection of commercial and industrial solid waste to all commercial and industrial units in accordance with individual agreements with generators at the rates specified in the Proposal.

Note: that the City's ordinance provides for each dumpster to be placed within an enclosure. Though some establishments continue with collection outside of an enclosure, the City's policy is to demand compliance with the ordinance, with the account providing an enclosure for future collections, whenever that customer upgrades or changes dumpster size.

Contractor shall provide 95-gallon Poly Carts to small commercial generators at the collection rates submitted in the Proposal.

Each commercial container shall be placed in an accessible, outdoor location on a hard surface suitable to bear the weight of the collection vehicle. The Contractor may decline to collect bins no so placed.

Collection of commercial containers and roll-off containers shall take place according to the individual agreements with each generator requiring service. Establishments generating putrescible waste materials will receive a minimum, of two days per week collection.

In no event shall collection of commercial containers or roll-off containers begin before 7:00 AM or after 7:00 PM where service is performed adjacent to residential units.

Small Businesses Garbage and Recycling Collection

Collections from all Small Businesses shall be performed at least weekly. The collection will be performed using 95-gallon Carts provided by the Contractor. Collections shall be made on a regular schedule on the same day(s) and approximately the same time each week.

If a Small Business elects to receive Recycling Service, the Contractor shall provide one 95-gallon recycling cart (clearly distinguished from the solid waste cart) to be collected once per week.

The Contractor is not responsible for collecting Carts weighing in excess of 375 pounds. The Contractor shall be responsible for providing notice first to the customer and then to City staff if it believes the Cart is not prepared and/or located in an area accessible to the collection vehicle. However, the City shall be the sole and final judge as to such conditions and locations.

Roll-Off Compactor Units

The purchase, lease, rental, installation, maintenance and repair of a Stationary Compactor Unit or any related parts or accessories, as well as a Detachable Container, are arranged between the Contractor and the business. If a business wishes to rent a Detachable Container, Contractor shall provide such Container(s) at the rental rates in the Roll-Off rate schedule in Proposal.

Roll-Off Container Collection for Construction Debris, Remodeling

To the extent allowed by law, the Contract will provide exclusive rights to the Contractor for the collection of Construction Debris and waste materials resulting from remodeling activities.

New Commercial and Industrial Accounts

New customers will contact the City to request solid waste collection. The City will contact the Contractor to arrange for the services to be provided. The City will receive all services changes requests from the customers and the City will communicate the changes to the Contractor. All customers who request temporary roll-off services will be processed through the City prior to the Contractor commencing service to the commercial or industrial customer.

Alternatives to the required specifications

Specifications contained herein are the minimum level of service to be provided. If a proposer wishes to propose a higher level of service or innovative collection methods that will benefit residents through increased service or reduced costs, they should first include a proposal on the base service Options as described in this RFP and then propose the innovative service as an alternative to the base service so that the City may determine the best option for its citizens. The description of the alternative service should be provided with the proposal submission. Pricing for Alternatives shall follow the same protocol outlined in Proposal Tab 8 for each of the service options being offered.

OSHA, Health, and Environmental Laws

The Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the Act and with standards and regulations issued to implement these statutes from time to time.
The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental laws, regulations, and standards.

Exclusive Collection Area

The Contractor shall have the exclusive right to provide all Residential, Commercial and Industrial solid waste collection services, and all Residential Curbside Recycling services called for in this Contract within the boundaries of the City of Tomball.

Special Needs Cart Placement for Collection

Special provisions will be made for those residents that are physically unable to place their container in the required location. The rate for the collection of Special Needs carts shall be the same as a regular collection.

Holiday Collections

The City prefers that the Contractor perform collection on all days except for Thanksgiving, Christmas and New Years. If any holiday falls on a regularly scheduled workday, collections for the holiday will be made on the next day for that holiday week. The City will consider exceptions to the Christmas schedule when the holiday falls on a weekend.

Christmas trees placed at the curb will be collected on the normal brush/bulk collection day.

City Facilities Collection

The Contractor shall collect Garbage and Recyclables from Carts and Detachable Containers at those City Facilities included in the Contract at the frequency and day(s) specified by the City, Monday through Saturday. The Contractor shall not be required to provide more than daily collection per location. The City has supplied information regarding Structures receiving Cart and Detachable Container service, the number and size of the Containers and the collection frequency is located in Appendix A.

Education Campaign

Annually, on January 1 of each year of the agreement, Contractor shall provide to the City a check in the amount of $5,000 to assist the City with a comprehensive community education program regarding Waste collection and recyclables to promote optimum participation in the recycling program.

Disaster Debris Collection Plan

In the event a disaster is formally declared by the City due to a major wind, flood, ice storm, fire, hurricane, tornado or other disasters that result in excessive and abnormal quantities of solid waste and debris, the Contractor may be called on to provide additional vehicles, containers, and personnel during post-storm cleanup.

In Proposal Tab 7, describe in detail how the Contractor will respond in any instances where the City negotiates the services of the Contractor under these special conditions. Include timelines to deploy labor and equipment, utilization of sub-contractor services, anticipated volumes that could be collected daily, etc.

The fee(s) outlined in Proposal Tab 8 for hourly rates, equipment and disposal costs will be in effect at the time of such an event.

G. COLLECTION EQUIPMENT

All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by the Contractor.

Vehicle Specifications

At the start of this Contract, all vehicles used in collection shall be in good operating order and not older than five (5) years or year model 2014 or newer. At no time shall a vehicle be used for collection that is older than 10 years. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits and registrations.

Collection vehicles shall be painted in the Contractor's color or colors schemes. The vehicles shall be numbered consecutively and shall have painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle, the number of the vehicle. No advertising shall be permitted other than the name and address of the Contractor. The Contractor shall place a customer service telephone number, on all collection trucks.

Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified. Collection vehicles shall be capable of handling, in the safest and efficient method available, the carts or containers and material specified for each structure on its route. All such vehicles shall be operated in conformity with the laws of the State of Texas.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and the driver may communicate during the route collection.

Please describe how you define "Real Time" GPS Tracking and the program you plan to propose to utilize for "Real Time" GPS Tracking.

Vehicle Maintenance and Inventory

The Contractor shall provide to the City with the proposal documents a complete inventory showing each vehicle (type, capacity, approximate age) used for performing the Contract, which vehicles shall conform to specifications set forth in Vehicle Specifications. No later than 30 days prior to Contract implementation, the Contractor shall confirm and verify the inventory provided with the proposal documents. Upon approval of the City, the Contractor may change equipment from time-to-time and shall revise the inventory accordingly. The Contractor shall provide the City with the revised inventory within one (1) week of any changes. The Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

Supplying Garbage or Recycling Carts (Options 2 & 3)

The Contractor shall supply and maintain all solid waste or recycling Carts, either for Rental (Option 2) or city-wide placement (Option 3).

The contractor shall provide instructions for proper use of the carts to the residents along with the delivery of the carts. Upon notice from the City, the Contractor shall deliver Carts to occupants who move into the Contractor's Collection Area. The Contractor will be responsible for responding to requests from and delivering Carts to customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than five (5) business days after notice from the City. Used carts must be cleaned to like-new condition prior to reentry into the system and delivery to customers. Damaged Carts shall be removed at the same time a replacement cart is delivered.

The Carts shall be provided with instructions for proper use, including any customer actions that would void manufacturer warranties, such as placement of hot ashes in the Container causing the Cart to melt, and procedures to follow to minimize potential fire problems.

Cart Repair or Replacement

The Contractor will be responsible for maintaining all residential Carts in good working order. The Contractor shall be responsible for the repair and/or replacement of all Carts, including the purchase of additional Cart inventory as needed, with the exception of replacement required by homeowner negligence. The Contractor will be reimbursed for the cost of a replacement Cart, and delivery of same, when damage is a result of the negligence of the Customer.

Detachable Container Standards

Detachable Containers supplied by the Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers (Dumpsters) shall be painted, or changed out, at least once every 2 years. Roll-Off Compactor containers shall be steam cleaned at least once each year or as directed by the City. The Contractor is responsible for removing graffiti from its Detachable Containers.

Detachable Container Repair or Replacement

A Detachable Container shall be reconditioned and repainted if necessary before being supplied to a City facility that had not used it earlier. If the City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days of notice from the City.

Damage to Detachable Containers on customers' premises is at the Contractor's risk, as between those parties and without affecting the risk or liability of others.

The Contractor shall be responsible for the repair of all Contractor Detachable Containers damaged due to the Contractor’s negligence. The Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

H. TRANSITION PLAN

Based on the content of proposals and the negotiated terms of the Contract the Contract may require a period of transition. Certain details, procedures, and information will need to be exchanged for the successful implementation of the Contract.

Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider, and current service levels, to the successful Proposer and selected service levels. The proposed Transition Plan is of critical importance to the City.

In the Transition Plan, Proposer must describe the following:

A. Individual or group of individuals that will oversee the execution of the Transition Plan.

B. The proposed approach, including equipment, personnel, and schedule, for delivering carts, dumpster and roll-off containers to customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the current provider.

C. A detailed schedule for the transition.

D. Proposed strategies for assisting with customer communication regarding the transition of service providers. Customer communication will begin no later than sixty (60) days prior to the initiation of service.

A schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be developed by the Contractor and the City after the Contract is signed and prior to beginning collections under the Contract.

This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

3) Procedures for transmitting information to and from the City to the Contractor;

4) Standards for the electronic transfer of information;

5) Vehicle Inventory;

6) Other items identified by the parties.

The Transition Plan shall not contain procedures, activities or schedules that conflict with any terms of this Contract.

I. COMMUNICATION AND MEETINGS

Contractor's Office

The Contractor shall maintain an office or other facilities through which they can be contacted. It shall be equipped with sufficient telephones having local phone numbers and shall have a responsible person in charge and adequate persons available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days, and from 7 AM until 2 PM on Saturday. When the collection is postponed one day for scheduled or unscheduled reasons, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours.

Meetings

In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Transition Plan the parties agree to meet on a regular basis as follows:

1) The period from the date the Contract is executed until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Transition Phase". During the Transition Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Transition Plan, to evaluate the Contractor's performance in implementing the Contract, to evaluate Container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.

2) After the Transition Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information, and public relations.

3) Meetings shall be held at the offices of the City unless otherwise agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting unless otherwise agreed in advance. Meetings shall be held during normal business hours.

Customer Service and Complaint Resolution

Customer complaints shall be directed by the Customer to the City, and the City shall then direct such complaints to the Contractor.

Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall arrange for collection on the next business day after receipt of such complaint (Saturday shall be considered a business day for the resolution of missed Friday pickups and Sunday shall be considered a business day for the resolution of missed pickups on Saturday).

Contractor shall be responsible for maintaining a log of complaints based on the information

provided to Contractor by the City and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the Contractor shall take appropriate action to cause such Customer to subsequently properly set out such Waste, and shall notify the City of such action.

Customer Grievances

The Contractor will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the City shall be final and binding.

Liquidated Damages

In no event shall Contractor be liable for Liquidated Damages unless such failure is caused by the Contractor. The City may charge Liquidated Damages the Summary of Liquidated Damages on a monthly basis in connection with this Agreement and shall, at the end of each month during the term of this Agreement, notify the Contractor in writing of the dollar amount of Liquidated Damages assessed for such month, if any. In the event the Contractor wishes to contest any Liquidated Damages assessment, it may request in writing a meeting with the City Manager or his designee to attempt to resolve the issue. In the event the Contractor wishes to contest a decision by the City Manager or his designee it shall, within ten (10) days after receiving such notice, request in writing that the City Manager or his designee requests a hearing date before the City Manager to present its defense to such assessment. The City Manager shall notify the Contractor in writing of any action taken with respect to the Contractor's claims. Nothing contained herein shall be deemed to waive any other rights or remedies available to Contractor under this Agreement or otherwise at law if Contractor disagrees with the City's assessment of Liquidated Damages.

Summary of Liquidated Damages

1. Missed collection: $25 per missed collection in excess of two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by the Contractor as an unacceptable set-out, and the Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street during the day of the complaint.

2. Missed residential unit block: $500 per incident for the Contractor failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by the Contractor as unacceptable set-outs and the Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on the block during the day of the complaint.

3. Commencement of residential collection prior to 7:00 a.m., or operating within the City after 7:00 p.m. except as expressly permitted: $250 per route per occurrence

4. Failure to complete a majority (50%) of the collections on a given day: $2,500 each incident

5. Failure to maintain a vehicle in a manner consistent with the Contract: $100 each incident

6. Failure to clean up spilled Garbage, Refuse, or Recyclables resulting from loading and/or transporting within two (2) hours of notification: one hundred dollars ($250.00).

7. Failure to address complaints within one business day: $100 for each incident.

8. Failure to submit an accurate Monthly or Annual report in the specified format, as required by the contract: $250 per report per calendar day delinquent.

9. Failure to return carts and containers to approximately original collection location: $25 each incident.

10. Contractor commingling recyclable materials with MSW: $ 1, 000 each incident.

11. Failure to leave a public education notice when material that is inappropriately prepared is not collected: $100 each incident.

12. Failure to be prepared to perform services on or after the commencement date: $ 3, 000 per calendar day.

13. Failure to provide correct invoice information to the City: $1,000 each incident.

Newsworthy and Emergency Notifications

During the term of the Contract, there may be activities or circumstances, positive or negative, involving the Contractor's business that could be newsworthy. Likewise, the Contractor or Contractor's employees could be involved in a motor vehicle accident; an environmental accident. The Contractor must contact the City Manager or his designee immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service the Contractor provides to the City; any news coverage or sudden event that could initiate citizen phone calls to the City; an environmental emergency or incident, including spills, that involves the Contractor, a related business of the Contractor, or a Contractor's employee; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; property damages which occurred while providing services under the Contract.

Customer Notifications

The City will coordinate with the Contractor and approve all necessary communications with residential customers including but not limited to fee changes, route changes, holiday schedules, promotion of mulching and composting to reduce waste etc.

J. REPORTING

The Contractor shall provide the following reports or notifications to the City Manager or his designee in addition to daily reports. If not established by an outside authority, report formats will be mutually agreed to by the Contractor and the City.

Monthly Reports

Complete and accurate Monthly Reports must be submitted to the City Manager or his designee in a format acceptable to the City on or before the tenth (10th) of each month during the term of the Contract.

Such reports shall include resident-by-resident (address) and route-by-route information regarding Participation Rates, Recycling Rates, and Tonnage Collected.

Monthly reports must also clearly indicate changes to service levels and category (recycling/MSW); container size; container type and frequency of service. All information provided in the reports becomes the property of the City. The City shall have the right to use the data for whatever purposes it deems appropriate.

Monthly Reports must contain the following information:

1) Monthly tonnages (volume) by category of service
2) Residential Garbage, Recycling
3) Commercial Garbage
4) Roll-Off Garbage

5) Residential Brush & Bulk

6) Disaster Debris by Event when applicable

7) Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring during the quarter while providing services under the Contract

8) Summary of property damage claims or personal injury claims received by the Contractor as a result of providing services under the Contract

9) Customer complaints received by Contractor arranged and listed by category, including date, address complainant, nature of complaint and resolution.

11) Changes in the Contractor's compliance history.

Annual Reports

A complete and accurate Annual Report, summarizing the past twelve month's total activity reflected in the Monthly Reports must be submitted to the City Manager or his designee in a format acceptable to the City on or before January 31st of each year.

K. COMPENSATION

Payments to the Contractor

The City shall provide billing and bill collection services for Residential Units during the term of this Agreement. Contractor shall provide billing and bill collection services to Commercial Units and Industrial Units.

On the last business day of the month, the City shall provide Contractor the number of residential units for which collection services were provided by the Contractor. Then, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered to Residential Units under this Agreement. The City shall remit to Contractor payment for such services within thirty (30) days after receipt of the invoice. Contractor shall provide to the City, on a monthly basis, a report showing the billings to Commercial Units and Industrial Units for the prior month, including the services rendered, and the rate for such service.

The City shall notify Contractor in writing of any Residential Unit Customer that has failed to pay the City for waste collection services, and Contractor, upon written direction from City, shall cease servicing such delinquent Residential Unit until notified by the City. Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to the Contractor.

Modification of Rates

Base Rate adjustments for changes in the (i) CPI (as defined below) and (ii) Fuel Index (as defined below) will be considered by the City no more than once per year during the term of the Contract, during the month of October of each Contract Year. Contractor shall submit a request for an Annual Base Rate Adjustment by August 1st of each year. The contractor must receive approval from the City for such Base Rate increases, which approval shall not be unreasonably withheld.

Contractor's request for an adjustment in the Base Rates for increases in the CPI and the Fuel Index shall be calculated as follows:

(i) Contractor shall first calculate the percentage of change in the Consumer Price Index, Houston, Texas; All Items Less Energy; Base Period 1982-84=100, Not Seasonally Adjusted, published by the United States Bureau of Labor Statistics, Consumer Price Index (the "CPI") between the published final June CPI index of the then current year and the published final June CPI index of the immediately preceding year (the "CPI Component").

(ii) Contractor shall also calculate the percentage of change in the cost of diesel fuel during the prior 12 month period, using the weekly average price of diesel fuel, as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On-Highway Diesel Prices for the Gulf Coast, published on the last Monday of each May of the Contract Year ("Fuel Index"). The EIA/DOE currently publishes these prices on their website at the following location: http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp. Contractor shall calculate the percentage of change in the price of diesel fuel between (i) the average price of diesel fuel from the aforesaid website published for the last Monday of April of the then immediately prior year (the "Initial Fuel Base") and (ii) the average price of diesel fuel from the aforesaid website for the 52 weeks period immediately prior to the last Monday of April of the current year (the average being calculated by adding together the weekly fuel price for each of the 52 prior weeks, divided by 52) (the "Current Fuel Base"). The percentage change in the Initial Fuel Base and Current Fuel Base shall be multiplied by 13%, and the product thereof shall be the "Fuel Adjustment Component."

(iii) The CPI Component and the Fuel Adjustment Component shall be (i) added together, and (ii) then multiplied by the then current Base Rate to determine the adjustment in the Base Rate commencing September 1 of the current Contract Year, such adjustment shall not exceed three percent (3%) in any given year, nor shall the adjustment be adjusted downward from the then current rate(s) in place. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%).

Regulatory Rate Adjustment

The Contractor may petition the City at any time for additional payment rate adjustments on the basis of certain unusual changes in the cost of operations. These include New or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on municipal solid waste generated by the City of Tomball. The increase per month shall be calculated using the annually reported waste generation data per residential unit in the City. The City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates.

L. REQUIRED INSURANCE & INDEMNITIES

General Requirements

The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amount, as may be necessary to protect itself and the interest of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the City prior to starting any work under this Contract. The certificates shall state that 30 days advance written notice will be given to the City before any policy covered thereby is changed or canceled. The Contractor shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc. All insurance providers used to meet the requirements of this section must have an A.M. Best rating of "A" or better and be authorized to conduct business in the State of Texas.

Workers Compensation Insurance Coverage

(A) Definitions:

Certificate of coverage ("certificate") - copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services under the Contract for the duration of the Contract.

Duration of the Contract - includes the time from the commencement of services and continuing for five years. Persons providing services includes all persons or entities performing all or part of the services the Contractor has undertaken to perform under the Contract, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Contract. "Services" does not include activities unrelated to the Contract, such as parts suppliers, office supply deliveries, or other incidental vendors.

(B) The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

(**C) The Contractor must provide a certificate of coverage to the City prior to the**

commencement of service.

(D) If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

(E) The Contractor shall obtain from each person providing services under the Contract, and provide to the City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing the extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(F) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

(G) The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

(H) The Contractor shall post at the office where the trucks serving the City are based a notice in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

(I) The Contractor shall contractually require each person with whom it contracts to provide services to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work, a certificate of coverage showing that coverage is being provided for all employees of the person providing service, for the duration of the project or services;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing the extension of coverage, if the coverage period shown on the current certificate of certificate of coverage ends during the duration of the project or services;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work; and

(b) a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project or services and for one year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services. (J) By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services under the Contract will be covered by workers' compensation coverage for the duration of the Contract. The Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(J) The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the governmental entity to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Comprehensive Automobile Liability

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily Injury $1,000,000/person

.....$1,000,000/occurrence

Property Damage ...$1,000,000/occurrence

The insurance shall be of the occurrence type and name the City as an additional insured. There shall be no deductible applied to the City as an additional insured.

Comprehensive General Liability

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or subcontractors. In addition, this policy shall specifically ensure the contractual liability assumed by the Contractor under the article entitled DEFENSE OF SUITS. To the extent that the Contractor's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, the collapse of buildings, or damage to underground property.
The liability limits shall not be less than:

Bodily Injury $1,000,000/person

..... $1,000,000/occurrence

Property Damage ...$1,000,000/occurrence

…..$2,000,000/aggregate

The insurance shall be of the occurrence type and name the City as an additional insured. There shall be no deductible applied to the City as an additional insured.

Defense of Suits

If any action in court is brought against the City, or any officer or agent of the City, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things under this Contract; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the Contractor shall indemnify and save harmless the City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

Indemnity and Release

The Contractor is solely responsible for and shall defend, indemnify, and hold City (or any of City's representatives or employees), free and harmless from and against any and all claims, liabilities, demands, losses, damages, costs or expense to all persons (including but not limited to reasonable attorneys' fees) arising out of resulting from or occurring in connection with the performance of the work that is (i) attributable to any bodily or personal injury, sickness, diseases or death of any person or any damage or injury to or destruction of real or personal property (other than the work itself) including the loss of use thereof, and (ii) caused in whole or in part by any negligent, strict liability or other act or omission of Contractor, any subcontractor or supplier, their respective agents or employees or any other party for whom any of them may be liable regardless of whether such is caused in part by the negligent, strict liability or other act or omission of a party or parties indemnified hereunder.

Said indemnity and hold harmless agreement shall also apply to claims arising from accidents to Contractor, its agents or employees, whether occasioned by Contractor or its employees or by any other person or persons.

The foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Performance Bond

A performance bond in the amount of 100% of the annual value of the Contract which will be determined upon bid award and re-evaluated annually. This will be maintained and renewed each year during the term of the Contract. Proof of renewal of the bond must be submitted to the City prior to August 1 each year of the Contract. A sample of the required form is provided in Appendix D.

M. PROPOSAL TABS

Proposal Tab 1 - Past Performance and Experience

1. How many years has your organization been in business under your present business name? **(Minimum experience required – 10 years in business with accounts of similar size)** Under what other or former names has your organization operated?

2. How many years of experience does your organization have in the collection and disposal of residential garbage, yard waste, and recyclables?

3. Identify similar contracts that your organization has been awarded by municipal governments in Texas in the last five years. If no new awards in the past five years, include references for existing contracts of like-size (residential count) communities.

The list should reflect:

A. The name of the municipality and home count

B. The person to contact for reference information and that person's phone

C. Date the contract expires

D. The annual dollar value of the contract

4. With respect to any contracts in Texas, has your organization been terminated by a Municipality or failed to complete any contract awarded to you?

5. Has your organization filed any lawsuits or requests for arbitration with regard to any Texas contract for its services within the last five (5) years? If so, describe the parties, docket number, nature and present status of any proceeding described above.

6. Has your organization been the subject of any lawsuit or request for arbitration filed by a Municipality with regard to a contract for such services within the last five (5) years? If so, state the docket number, names of the parties and present status of any such proceeding.

7. Proposer acknowledges that the responses to this Questionnaire are material and important in determining the most responsive and responsible Proposer and, further, that any omissions may result in the rejection of any such Proposals.

Indicate your acknowledgment within your narrative in this Tab.

8. Identify any and all subcontractors proposed to be used under this Contract. Provide the name, location and contact information for each subcontractor.

9. Explain what services will be provided by each subcontractor.

Proposal Tab 2 – Financial Qualifications

1. Briefly describe in narrative format the entity's financial condition, results of operations for the last two fiscal years including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach in this tabbed section the SEC required Management Discussion.

2. Provide as an attachment within this tabbed section audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under this Contract proposal. Additionally, for publicly held companies, provide SEC 10K filings for the parent organization.

Proposal Tab 3 – Facilities

Identification and location of the processing and disposal sites

List the name, location, and distance from the City of Tomball for the facilities proposed for use in providing the services specified in the Contract using the format below.

Disposal Facility:	**Location:**	**Distance from City**
Recycling Facility:	**Location:**	**Distance from City**
Brush/Bulky Facility	**Location:**	**Distance from City**

Proposal Form 3-A - Certification of Recycling Facility

Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer or authorized representative of the recycling facility.

I acknowledge that _____ (Name of Firm/Facility) shall be responsible for processing Recyclables collected by _____the Contractor under the City Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that the City shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of _____(Name of Firm/Facility) is capable of accepting the following materials for single-stream recycling: newspaper and inserts, aluminum cans, and plastic containers # 1,2,3,4,5 & 7; and processing the Recyclables to the degree necessary to be marketable. I certify that the processing system of _____ (Name of Firm/Facility) has sufficient capacity to receive, process, and store all materials collected in one week.

I agree that the City may visit and inspect _____ (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box: ☐Corporation☐Partnership☐Sole Proprietor

Name of Firm	Phone
Address	Fax
Type or Print Name and Title	Attest:
Signature	Date:

Proposal Form 3-B - Certification of Disposal Facility

Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer or authorized representative of the disposal facility.

I acknowledge that _____ (Name of Firm/Facility) shall be responsible for disposing Municipal Waste collected by _____the Contractor under the City of Tomball Contract.

I understand and agree that the City of Tomball shares no risk, expense for the disposal of the materials delivered by the Contractor

I certify that the disposal system of _____(Name of Firm/Facility) is permitted to accept municipal solid waste under the operating permit issued by the State of Texas, # _____.

I certify that the disposal facility of _____ (Name of Firm/Facility) has sufficient capacity to receive and dispose of, all municipal solid waste collected on a daily, weekly, monthly and annual basis under the City of Tomball Contract.

I agree that the City of Tomball may visit and inspect _____ (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box: ☐Corporation☐Partnership☐Sole Proprietor

Name of Firm	Phone
Address	Fax
Type or Print Name and Title	Attest:
Signature	Date:

Proposal Tab 4 - Experience of Personnel

1. Provide a list of personnel in key positions (including those of subcontractors) and attach one copy of the Summary of Qualifications form (see next page) for each person so identified.

   List, and prepare the Summary of Qualifications for the General Manager, Operations Manager, Route Supervisor, Maintenance Manager, Customer Service Manager and any other relevant personnel.

2. The City expects to communicate directly with one individual designated for ultimate responsibility for the Contract. The City will be notified immediately of any changes to this information.

3. Provide, along with the Summary of Qualifications, all of the following information for this designated person:

   Mailing Address:

   Direct Phone

   Mobile phone:

   Fax:

   Email:

3. How does the Contractor deal with replacing key personnel who leave?

4. Describe in detail the categories of employees, the number within each category, and the anticipated standard number of work days and hours for each category anticipated for successful implementation of the Contract. (include and identify subcontractors) (Example, drivers/helpers/customer service/billing/mechanics, etc.)

5. Describe which service will be provided by a regional or centralized source. (Example Human Resources, Customer Service, Billing, etc.) Identify the location and give a detailed narrative of how those services will be provided under the City's Contract.

6. Explain the current screening mechanisms used by the company for applicants and also ongoing programs for employees (i.e., drug and alcohol, etc.) Do these apply to subcontractors?

7. Describe in detail the Contractor's employee/driver training program.

8. What steps will the Contractor take to inform the City staff about the specific requirements of this Contract? Please provide details by the category of personnel.

Proposal Tab 4 - Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/ her experience during the past five years,

Please note the Manager and Supervisor who will be assigned to The Tomball if your firm is awarded the contract.

Name: _____

Position: _____

A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
B. List the individual's industry training and/or certifications attained.
C. Provide a detailed record of the individual's operational experience indicating at least five years experience in the collection of refuse, yard waste, and recyclables, either for a municipality or other government entity.
D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

Proposal Tab 5 – Equipment

No Vehicle used in servicing this Contract shall be more than five (5) years old as of October 1, 2019, or the date service commences under the Contract, whichever comes first.

1. Using the template below as a guide, list the vehicle information for each service category.

Indicate the number of each model and make listed; if they are currently owned; if on-site at the hauler's location; the License number's and any company vehicle id #; and the date of delivery if not currently owned or on site. The information provided on this form demonstrates the Contractor's qualifications and ability to perform the required services by having sufficient vehicle inventory. Demonstration of inventory can be established by current ownership of the vehicles with license # or vehicle id#; or, when vehicles are to be purchased, by attaching to the completed form documentation signed by the manufacturer or dealer demonstrating the Contractor's option to buy if awarded the contract and promised delivery date for the vehicles identified on the form. Under each category of vehicle, list the Spare unit(s) available (see 3, below).

Garbage

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On Site	Anticipated Delivery Date

Recycle

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On Site	Anticipated Delivery Date

Bulk Collection (Grapple and/or Rear Load)

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On Site	Anticipated Delivery Date

Proposal Tab 5 -Equipment (continued)

2. State Contractor's procedures and schedule for routine vehicle inspections. Describe arrangements and schedule for preventative maintenance. Specify any services subcontracted and to whom.

3. State arrangement and schedule for vehicle repair. List number and types of standby collection vehicles, if any, Contractor could temporarily provide in the event of a major vehicle malfunction or repair.

4. List Contractor's procedures to be used to deal with equipment breakdowns. Describe for pre-route breakdowns and on-route breakdowns. Use additional pages or attachments if necessary.

Proposal Tab 6 - Operational Plan

In the new contract, all collection activity can be performed from Monday through Friday.

1. Include a detailed narrative, including pertinent projected route performance expectations, explaining how the Contractor intends to provide service for the normal collection of garbage and recyclables and the collection of compost material.

2. Describe the Contractor's proposed method of collection for Brush and Bulk demonstrating the benefits of their approach. (Disaster events will be covered in a separate section).

3. List Contractor's procedures and amount of time to promptly respond to and resolve problems that are communicated to the Contractor by the City.

4. Explain how Contractor will utilize their GPS tracking system to deal with issues such as missed pickups, blocked carts/containers, contamination or excess waste, and how this system will be utilized to provide timely reports to the City regarding these issues.

5. Describe the Contractor's procedures to be used by the City to schedule and assure reliable container delivery for new locations and special event collections.

6. Describe in detail the Contractor's safety and environmental management contingency plan, including time frame and procedures, to deal with the following issues and events; spillage, hydraulic line breaks, vehicle fires, etc. Include means and methods of notification to the City, regulatory agencies, emergency response teams, etc.

7. Describe in detail the Contractor's procedures for dealing with motor vehicle accidents and events. Include means and methods of notification to the City, law enforcement, and regulatory agencies, emergency response teams, etc.

7. Provide a detailed environmental regulatory compliance history for the past five years. If the company is a corporation, provide data for the operation which will directly provide services. The compliance history of other related companies, divisions, etc operating within the State of Texas must be made available upon request of The City. Include all Notices of Violations and resolutions; Consent Orders and Agreements; Civil and Criminal Actions and Penalties.

8. How your fleet will utilize camera technology to visually inspect recycling materials that are collected to minimize contamination.

9. Discuss any new technologies available to improve customer service and response time, and to assist in reducing recycling contamination.

10. <u>Provide a list of acceptable recycling materials that will be collected and processed.</u>

Proposal Tab 7 –Disaster Management Plan

1. Disasters resulting in significant volumes of debris may occur in the City of Tomball. Timely removal of this material is crucial. Describe in detail how the Contractor can respond to a Disaster. Include timelines to deploy labor and equipment; staging areas; utilization of subcontractor services; anticipated volumes that could be collected per day; etc.

Rates to be charged to the City when a Disaster is declared by the Mayor of the City will be reflected in Tab 8 – Rates and Services.

Proposal Tab 8 – Rates and Services

All rates related to the work to be performed shall be reflected within Proposal Tab 8; additional rates, fees or service charges placed within the narrative of the proposal will not be considered as part of the Rates Proposed. There are no additional fees (fuel adjustments, etc.) to be considered other than those presented in Proposal Tab 8.

All submitted rates will be extended by the following approximate quantities:

Current House Count Regular Collection: 2578 homes

Commercial & Roll Off Container Service Appendix C

Residential Single Family

Option 1

Combined Collection Services

Price per home per month _____

Option 2

Combined Collection Services

Price per home per month _____

Monthly Rental Rate for Poly Carts*(includes delivery, maintenance and removal)*

95-gallon MSW Poly Cart Rate per month per Cart _____

95-gallon Recycling Poly Cart Rate per month per Cart _____

Rate per Cart if both MSW and Recycling Carts are rented _____

65-gallon MSW Poly Cart Rate per month per Cart _____

65-gallon Recycling Poly Cart Rate per month per Cart _____

Rate per Cart if both MSW and Recycling Carts are rented _____

Option 3

Combined Collection Services

Price per home per month _____

Rate for collection of additional Contractor-supplied MSW cart

Price per home per month per additional cart _____

Rate for collection of additional Contractor-supplied Recycling cart

Price per home per month per additional cart _____

Additional Residential Rates

Special Collection of Unusual Accumulations for Brush & Bulky Items

Service Fee (a fixed charge per occurrence) _____

(includes transportation, loading of up to 10 yards and disposal time)

Disposal fee per yard collected _____

Disaster Management Rates

Rate per Hour for Roll Off Truck and Container _____

Rate per Hour for Grapple Truck _____

Rate per Hour for Rear Load Truck with crew _____

Disposal fee per ton collected _____

Small Business Commercial

One Solid Waste Cart once per week _____

One Solid Waste Cart twice per week _____

Additional Solid Waste Cart(s) Once Per Week _____

Additional Solid Waste Cart(s) Twice Per Week _____

One Recycling Cart once per week _____

Replacement Cart Purchase

Price for replacement solid waste cart (one-time fee) _____

Price for replacement recycling cart (one-time fee) _____

Commercial Front Load Rates

Important Note: All Fees Submitted are Net to Contractor

Rates reflect all charges that will be assessed

The contractor will bill all Commercial and Roll-Off

FEL – include all disposal costs

Size	1x	2x	3x	4x	5x	6x	extra
2 yard							
3 yard							
4 yard							
6 yard							
8 yard							
10 yard							

Casters (fee per month per container) _____

Locks (fee per collection per container) _____

Roll-Off Containers

Important Note: All Fees Submitted are Net to Contractor

Rates reflect all charges that will be assessed

Roll-Off – Temp – EXCLUSIVE TO CONTRACTOR

	Delivery	Daily Rental	Haul Rate	Disposal per Ton*
20 yard				
30 yard				
40 yard				

Roll-Off – Permanent- EXCLUSIVE TO CONTRACTOR

	Delivery	Daily Rental	Haul Rate	Disposal per Ton*
20 yard				
30 yard				
40 yard				

Roll-Off – Compactor – EXCLUSIVE TO CONTRACTOR

	Monthly Rental	Haul Rate	Disposal per Ton*
15 yd SC	**N/A**		
20 yd SC	**N/A**		
25 yd SC	**N/A**		
30 yd SC	**N/A**		
35 yd SC	**N/A**		
40 yd Receiving Container**			

* Submit a flat rate for each ton (not a discounted rate for initial tons, with an increase in rates for tons over a certain amount).

** On Stationary Compactors put in a Monthly Rental cost for the Detachable Container only. Do not show a rate for the compactor, itself. The rate for the Stationary Compactor, as well as for Self-Contained Compactors will be negotiated between the Contractor and the waste generator.

N. APPENDICES

APPENDIX A: City Facilities at No Charge

(Future City facilities will be provided free of charge)

Name	Address	Quantity	Size	Frequency
Police Department	400 Fannin	2	95 gallon	2 x week
IT Department	105 S. Cherry	4	95 gallon	2 x week
Matheson Pool	1240 Ulrich	2	95 gallon	2 x week
City Hall	401 Market	1	8 yard	1 x week
Public Works	501 James	1	8 yard	1 x week
Fire Station 1	1200 Rudel	1	8 yard	1 x week
Fire Station 2	11725 Holderrieth	1	8 yard	1 x week
Fire Station 5	19900 Telge	1	8 yard	1 x week
Community Center	221 Market	1	8 yard	1 x week
Treatment Plant	615 Hufsmith	1	8 yard	1 x week
Depot	201 S. Elm	2	8 yard	1 x week
Juergens Park	1331 Ulrich	2	8 yard	1 x week
Treatment Plant	614 Hufsmith	1	30 yard	1 x per month
Broussard Park	1414 E. Hufsmith	2	6 yard	1 x week
Tomball Little League	615 N. Cherry	3	3 yard	3 x week

Special Events

German Festival – March	3	40 yard	1 haul each
THS Booster Club Crawfish Boil	1	8 yard	deliver and p/up
Rotary Fish Fry	2	8 yard	deliver and p/up
Rails and Tails	1	30 yard	1 haul
July 4th Celebration	1	40 yard	1 haul
Zomball	1	8 yard	deliver and p/up
Food Truck Festival	1	30 yard	1 haul
German Festival – December	3	40 yard	1 haul each
Tomball FFA Project	1	8 yard	deliver and p/up
Tomball FFA Project	1	20 yard	1 haul
Tomball Cleanup Week	3	40 yard	1 haul each
Recycle Day Event	Truck and Driver for 8 hours		1 load

APPENDIX B: Specifications For 65 & 95 Gallon Refuse and Recycling Carts

1. Vendors shall provide certification that the two-wheeled containers provided to the City meet the requirements of Rehrig Pacific Company Model ROC-95U or equivalent to meet ANSI Z245.30. Vendors shall provide certified copies of all test results with the proposal.
2. Capacity: 65 or 95 gallons
3. Reinforced lift points under skirt and rim
4. Integrally molded-in plastic catch bar
5. Heavy-duty top lip
6. Wide ground-hugging base
7. Double drag rail on the bottom
8. Inner drag rail on the bottom
9. One piece molded handle
10. Molded-in foot tilter
11. Large smooth areas on side panels for logos and slogans
12. Areas on the lid for molded-in text and labels
13. 3⁄4" diameter corrosion resistant steel axles
14. 10" wheels and fasteners
16. Size of container - height: 45.13" width: 28.50" Depth: 33.73" ANSI Load Rating pound: 332.50
17. Markings for both MSW and Recycling Carts:

a. A 6 - 8 digit inventory number, including a manufactured month and year code, shall be hot stamped in white, that is to be water resistant and approximately 1" in height on the same side.

Recycling Carts shall be marked clearly differentiating the cart for the purpose of recycling. The Contractor may use the same lower body color as the MSW cart, but with a yellow lid. The lid shall be hot stamped with appropriate instructions for the resident regarding acceptable items for recycling.

APPENDIX C: Current Commercial Matrices

Current Front End Load Container Matrix (Rates are net to Contractor)

Size	1x	2x	3x	4x	5x	6x	Extra
2 yd price	**53.48**						
Quantity	**1**						
3 yd price	**65.31**	**103.82**	**156.26**	**195.85**	**244.04**	**293.25**	
Quantity	**64**	**11**	**4**	**13**	**0**	**3**	
4 yd price	**70.62**	**112.4**	**168.04**	**210.85**	**262.20**	**315.73**	
Quantity	**43**	**12**	**8**	**5**	**0**	**0**	
6 yd price	**90.97**	**143.43**	**216.19**	**270.78**	**338.21**	**404.57**	
Quantity	**52**	**49**	**31**	**1**	**7**	**3**	
8 yd price	**110.20**	**176.60**	**263.28**	**330.70**	**413.15**	**495.53**	
Quantity	**42**	**76**	**5**	**8**	**8**	**9**	

Roll-Off Matrix

From March 2017 Data (these numbers will be used to extend the proposal)

Total Hauls in 30-day period	106
Tons for these hauls	368
Average Tons per load	4 tons

Commercial Hand Collect using 1- 95 Gallon Poly Cart

Quantity	Frequency	Rate
118	One time per week	20.57
87	Two times per week	24.74

APPENDIX D: Disposal Tonnage

(data supplied by incumbent)

MONTH	Recycling	Residential	Commercial
JANUARY	22	357	650
FEBRUARY	19	293	697
MARCH	16	443	744
APRIL	29	362	635
MAY	18	319	659
JUNE	24	372	716
JULY	28	345	589
AUGUST	23	340	679
SEPTEMBER	22	297	585
OCTOBER	29	310	681
NOVEMBER	26	332	664
DECEMBER	28	379	644
TOTALS	285	4149	7942

APPENDIX E. Bond Forms

STATE OF TEXAS § COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS: That of the City of Tomball, County of Harris , and State of Texas, as principal, and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Tomball, Texas (City), in the sum of ___ _____dollars ($_____) as an appropriate measure of liquidated damages for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the City, dated the__ day of _____, 2019, for _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the work in accordance with the specifications, and contract documents and shall fully indemnify and save harmless City from all costs and damages which City may suffer by reason of Principals default, and reimburse and repay City all outlay and expense which City may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the provisions of the said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specification, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of _____, 2019.

_____ _____ Principal

Surety

By_____ By _____

Title_____ Title_____

Address_____ Address_____

The name and address of the Resident Agent of Surety is:

_____

_____

Surety Bond

STATE OF TEXAS §§ COUNTY OF Harris §

KNOW ALL MEN BY THESE PRESENTS: That _____of

the City of _____, County of _____,

and State of Texas, as principal, and authorized under the laws of the State

of Texas to act as surety on bonds for principals, are held and firmly bond unto the City of Tomball (Owner), in the penal sum of _____ ($) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the

day of , 2019, for , which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal and its subcontractors shall well and faithfully make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supply labor or materials in the prosecution of the work under the contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the provisions of the said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, an extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. The surety company must have a minimum rating of A VII.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____day of _____, 2019.

_____ _____ Principal

Surety

By_____ By_____

Title_____ Title_____

Address_____ Address_____

The name and address of the Resident Agent of Surety is:

_____

APPENDIX F: Sample Insurance Certificate

Client#: 18927 IESI

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 12/22/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Margie Blackmon
HUB International Ins Svcs Inc P O Box 98756 Albuquerque, NM 87199-0756 800-800-5661 / CA Lic# 0757776	PHONE (A/C, No, Ext): 505 828 4000 FAX (A/C, No): 866 487 3972 E-MAIL ADDRESS: margie.blackmon@hubinternational.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
IESI Corporation and its Subsidiaries 2301 Eagle Pkwy Suite 200 Fort Worth, TX 76177	INSURER A: Greenwich Insurance Company	22322
	INSURER B: Catlin Specialty Insurance Co	15989
	INSURER C: Endurance American Specialty	41718
	INSURER D: Great American Assurance Co	26344
	INSURER E: Arch Insurance Company	11150
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GEC002511805	12/31/2011	12/31/2012	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X ContractualLiability						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
E	AUTOMOBILE LIABILITY			41CAB4928006	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X MCS-90 ENDT							$
B	X UMBRELLA LIAB / X OCCUR			UMC936341212	12/31/2011	12/31/2012	EACH OCCURRENCE	$25,000,000
C	EXCESS LIAB / CLAIMS-MADE			EXC10002917700	12/31/2011	12/31/2012	AGGREGATE	$25,000,000
D	DED / RETENTION $			EXC2100650	12/31/2011	12/31/2012		$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			41WCI4927806	12/31/2011	12/31/2012	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For informational purposes only

CERTIFICATE HOLDER	CANCELLATION
CITY OF ROWLEWTT ATTN: PURCHASING AGENT PO BOX 99 ROWLEWTT, TX 75030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert D. Mackrell

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ACORD 25 (2010/05) 1 of 1 The ACORD name and logo are registered marks of ACORD
#S1458320/M1457514 KR01

Insurance Requirement Affidavit

This Form to be Completed by Appropriate Insurance Agent

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below-identified proposer. If the below-identified proposer is awarded this contract by the City, I will be able, within ten (10) days after the proposer is notified of such award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this bid document.

Signature of Agent_____

Print or Type Agent's Name _____

_____

Name of Insurance Carrier

_____

Address of Insurance Agency

_____

City/State

_____

Phone number where agent can be reached

_____

Facsimile (Fax) number where agent can be reached

_____

Proposer's Company or Corporation Name

SUBSCRIBED AND SWORN to before me by the above named on this the

_____ day of _____, 2019.

_____

Notary public in and for the State of _____

Note to Agent & Proposer:

Refer to "L. REQUIRED INSURANCE AND INDEMNITIES" for coverage amounts etc. If the ten-day time requirement is not met, the City reserves the right to declare this proposer non-responsible and award the contract to the next low proposer meeting specifications. If you have any questions concerning these requirements, please contact John Geiger with the City.

Appendix G: Certificate of Interested Parties Form 1295

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

Appendix H: Conflict of Interest Form CIQ

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 19, 2019

Topic:
Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.071 - Consultation with the City Attorney regarding a Matter that the Attorney's Duty Requires to be Discussed in Closed Session
- Sec. 551.072 - Deliberations Regarding the Purchase, Exchange, Lease, or Value of Real Property

Background:

Origination:
City Manager

Recommendation:
N/A

Party(ies) responsible for placing this item on agenda:
City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	