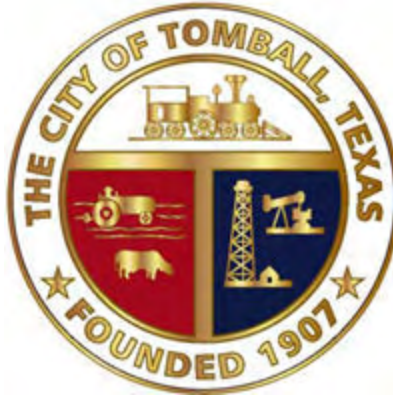


**NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



MONDAY, NOVEMBER 15, 2010

7:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, November 15, 2010 at 7:00 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 Shawn O'Hearn, Saddle Creek 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 Presentations:

- Proclamation proclaiming Monday, November 15, 2010 as “**Concordia Lutheran Lady Crusaders 2010 TAPPS Class 4A State Champions Day**”

6.0 Reports and Announcements

- November 16, 2010 – **Mayor’s Coffee** – 5:30 p.m.-7:00 p.m., Main Street Crossing
- November 20, 2010 - **Special Walk Tomball** in the Holiday Parade behind the **Walk Tomball! It’s a Wonderful Life** banner – 10:00 a.m.
- November 25-26, 2010 – **Thanksgiving Holiday – City offices will be closed**
- December 11, 2010 – **2nd Saturday at the Depot** – 5:00 p.m.
- December 10-12, 2010 – **German Christmas Market** – Depot Plaza, from 10:00 a.m. to 10:00 p.m.
- December 11, 2010 – **Unveiling of the Farmer Statue and Lighting of the Christmas Tree** – Depot Plaza, 5:00 p.m.
- **Walk Tomball!** (Every Saturday at 9:00 a.m. at the Depot)
- Reports by City staff and members of Council about items of community interest on which no action will be taken

7.0 Approve the Minutes of the November 1, 2010 Regular City Council Meeting

8.0 New Business:

- 8.1 Approve Grant Application Request by The Regional Arts Council (TRAC) for Hotel Occupancy Funds in the Amount of \$10,500, to be used in the Production of “The Nutcracker Ballet,” to be held December 3-5, 2010 at the Tomball High School Auditorium.
- 8.2 Approve Request by Tomball Art League (TAL) for City Sponsorship through In-Kind Services, Including Waiver of Rental Fee and Portion of Personnel Fees for the Use of the Community Center, Tables, Chairs, and Personnel to Open and Close the Building for the TAL Juried Spring and Fall Art Shows, from 2:00 p.m. to 4:00 on Friday, March 11, 2011 and Friday, October 7, 2011 for pre-registration of artwork and from 7:30 a.m. to 5:00 p.m., on Saturday, March 12, 2011 and Saturday, October 8, 2011 for the Juried Art Shows
- 8.3 Award Contract for Bank Depository Services to Wells Fargo Bank, N.A., effective January 1, 2011
- 8.4 Adopt, on First Reading, Ordinance No. 2010-24, an Ordinance Amending Chapter 42, "Heath and Sanitation", of the Code of Ordinances of the City of Tomball, Texas, by Adding a New Article VI. "Prohibited Smoking Paraphernalia and Smoking Products", Providing for Severability; Establishing a Penalty up to \$200 per Offense; and Providing an Effective Date.
- 8.5 Adopt, on First Reading, Ordinance No. 2010-25, an Ordinance Amending Chapter 78, Traffic and Vehicles, of the Code of Ordinances of the City Council of the City of Tomball, Texas, by Adding a New Section 78-73, “Use of Certain Wireless Communication Devices While Driving Prohibited”; Regulating the Use of Wireless Communication Devices while Operating

Motor Vehicles; Providing a Penalty in an Amount Not to Exceed \$200 for Each Violation Hereof; and Providing for Severability; and Making Other Provisions and Findings Related Thereto

- 8.6 Adopt, on First Reading, Ordinance No. 2010-26, an Ordinance of the City of Tomball, Texas, adding Chapter 15, "Filming," to the Code of Ordinances of the City of Tomball, to Require a Permit for Commercial Filming in the City of Tomball, to Establish Policies, Procedures and Regulations as they relate to Filming; Providing a Penalty in an Amount of Not More Than \$500 for Violation of any Provision Hereof; Providing for Savings and Severability; Providing for Publication; and Making other Provisions and Findings related Thereto

9.0 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 the 12th day of November 2010 by 4:00 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

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: November 15, 2010

Topic:

- Proclamation proclaiming Monday, November 15, 2010 as “*Concordia Lutheran Lady Crusaders 2010 TAPPS Class 4A State Champions Day*”

Background:

Origination:

Recommendation:

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Proclamation - “Concordia Lutheran Lady Crusaders 2010 TAPPS Class 4A State Champions Day”

Office of the Mayor
Tomball, Texas

Proclamation



- WHEREAS,** the Concordia Lady Crusaders, Concordia Lutheran High School's girls volleyball team, won the Texas Association of Private and Parochial Schools (TAPPS) Class 4A State Championship in 2009, defeating the defending state champion, Dallas Parish Episcopal, at the state tournament in San Antonio and marking Concordia High School's first volleyball state championship in the school's 25-year history; and
- WHEREAS,** during the 2010 Class 4A playoffs, the Lady Crusaders swept Tyler All Saints (3-0) and Arlington Grace Prep (3-0), then defeated Arlington Pantego (3-1) to advance to the Class 4A State Championship match with Ft. Worth Christian; and
- WHEREAS,** on November 6, 2010, the Concordia Lady Crusaders defeated the Lady Cardinals of Ft. Worth Christian at the Blossom Center in San Antonio, Texas to defend and retain their title as the 2010 TAPPS Class 4A State Champions; and
- WHEREAS,** the City Council wishes to congratulate Coach Mindie Graves and the members of the 2010 Lady Crusaders varsity team, Aimee Jenks, Leslie Klein, Rachael Gooch, Jessica Gooch, Stephanie Dziak, Hannah Rowe, Katie Reilly, Taryn Skelly, Kaitlin Duffy and Stacey Reilly for their tremendous win;

NOW, THEREFORE, by virtue of the authority vested in me as Mayor of the City of Tomball, on behalf of the Tomball City Council and all citizens hereof, I do hereby proclaim November 15, 2010, as:

**"CONCORDIA LUTHERAN LADY CRUSADERS
2010 TAPPS CLASS 4A STATE CHAMPIONS DAY"**



*In witness whereof I have hereunto set my
hand and caused this seal to be affixed.*

ATTEST:

DATE:

[Signature]

November 10, 2010

Regular City Council

Agenda Item

Data Sheet

Meeting Date: November 15, 2010

Topic:

- November 16, 2010 – **Mayor's Coffee** – 5:30 p.m.-7:00 p.m., Main Street Crossing
- November 20, 2010 - **Special Walk Tomball** in the Holiday Parade behind the *Walk Tomball! It's a Wonderful Life* banner – 10:00 a.m.
- November 25-26, 2010 – **Thanksgiving Holiday** – **City offices will be closed**
- December 11, 2010 – **2nd Saturday at the Depot** – 5:00 p.m.
- December 10-12, 2010 – **German Christmas Market** – Depot Plaza, from 10:00 a.m. to 10:00 p.m.
- December 11, 2010 – **Unveiling of the Farmer Statue and Lighting of the Christmas Tree** – Depot Plaza, 5:00 p.m.
- **Walk Tomball!** (Every Saturday at 9:00 a.m. at the Depot)
- Reports by City staff and members of Council about items of community interest on which no action will be taken

Background:

Origination:

City Secretary

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Mayor's Coffee

Holiday Parade Sponsor Form

Tomball German Christmas Market

Mayor's Coffee

Tuesday, November 16, 2010

From **5:30—7:00 P.M.**

Main Street Crossing

111 W. Main

Come by to ask any questions, or address any concerns you have regarding the City of Tomball.

Main Street Crossing Info: <http://www.mainstreetcrossing.com>

Sponsored by:

**DOWNTOWN TOMBALL
ASSOCIATION AND
THE TOMBALL BUSINESS
ASSOCIATION...
SHOP TOMBALL!**



Gretchen Fagan
Mayor

Parades of the Past...



...made
possible by
businesses
like yours!

Greater Tomball Area Chamber of Commerce
29201 Quinn Road, Suite B
PO Box 516
Tomball, TX 77377-0516



45th Annual Tomball Holiday Parade

Greater Tomball Area
Chamber of Commerce



Sponsorship Opportunities

Diamond —\$2,000

Copper Investment plus:

- Paid entry for the Tomball Holiday Parade
- Business name promoted on banner over Tomball's Main Street two weeks prior to and during the parade
- Invitation to Special Breakfast attended by area dignitaries, including National, State, County, and City officials
- Reserved VIP seating and refreshments at Judges' Review Stand
- Continuous recognition by the emcee during the parade at the Judges' Review Stand
- Full page ad in the 2011 Miss Tomball Pageant Program
- 2010 Tomball Holiday Parade Commemorative Framed Coin and Memorabilia

Golden —\$1,000

Copper Investment plus:

- Paid entry for the Tomball Holiday Parade
- Continuous recognition by the emcee during the parade at the Judges' Review Stand
- ¼ page ad in the 2011 Miss Tomball Pageant Program
- Reserved VIP seating and refreshments at Judges' Review Stand
- 2010 Tomball Holiday Parade Commemorative Framed Coin and Memorabilia



Silver —\$500

Copper Investment plus:

- Recognition by the Emcee during the parade at the Judges' Review Stand
- Business card ad in the 2011 Miss Tomball Pageant Program

Copper —\$250

Bronze Investment plus:

- Recognition during a First Friday Luncheon Power Point Presentation

Bronze —\$100

- Your business name on a banner advertised in front of 40,000 expected parade attendees
- Recognition in the 2011 Miss Tomball Pageant Program
- Pre- and post- parade publicity

**The 45th Annual Tomball Holiday Parade promises to bring enjoyment to the whole family and introduce many new people to the business community of Tomball. Your investment supports Parade efforts of advertising, security, candy for the kids, and clean-up.*

**Sponsorship Deadline—
Friday, November 5, 2010**

**Yes! I want to be part of the fun!
Sign me up TODAY!**

Sponsorship Level Desired: _____

Name: _____

Company: _____

Phone: _____

Address: _____

City/State/Zip: _____

Email: _____

*Make check payable to Greater Tomball Area Chamber of
Commerce, PO Box 516, Tomball, TX 77377-0516*

Or charge to:

CC#: _____ Exp. _____

Signature _____

Discover _____
American Express _____
Mastercard _____
Visa _____

Please email bbeyer@tomballchamber.org,
fax completed form to 281.351.7223,
or call 281.351.7222 for more details.

**Greater Tomball Area
Chamber of Commerce**

**Greater Tomball Area Chamber of Commerce
29201 Quinn Road, Suite B
PO Box 516
Tomball, TX 77377-0516**

**Phone: 281.351.7222
Fax: 281.351.7223
E-mail: bbeyer@tomballchamber.org**

3rd Annual

German Christmas Market

Weihnachtsmarkt Texas Style

Second Saturday at the Depot

December 11, 2010

10 am – 9 pm

Sunday, Dec. 12th

10 am – 6 pm

Near the Historical Train Depot Plaza

201 South Elm Street

Tomball, Texas



Free Admission — No Parking Fees

Live Music • Arts & Crafts • Food • Bier • Movie • Santa
Kinderfest (kid's area) • Fireworks • Hay Ride
Carnival & Much More



Santa & Chris Rybak



Sponsored by:

City of Tomball, Tomball Sister City Organization, and Tomball German Heritage Festival
www.tomballsistercity.org



Regular City Council Agenda Item Data Sheet

Meeting Date: November 15, 2010

Topic:

Approve the Minutes of the November 1, 2010 Regular City Council Meeting

Background:**Origination:**

City Secretary

Recommendation:

,

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Draft Minutes - Regular City Council Meeting, 11/1/2010

**MINUTES OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



MONDAY, NOVEMBER 1, 2010

7:00 P.M.

1.0 Call to Order

The meeting was called to order by Mayor Gretchen Fagan. Other members present were:

Councilman Quinn
Councilman Stoll
Councilman Brown
Councilman Townsend
Councilman Dodson

Others present:

City Manager – George Shackelford
City Secretary – Doris Speer
City Attorney – Scott Bounds
Finance Director – Glenn Windsor
Fire Chief – Randy Parr
Police Chief – Robert Hauck
Director of Public Works – David Kauffman
Assistant to City Manager – Shawn Cox
City Planner – Kelly Violette
Assistant Engineer – Lori Lakatos

Draft

2.0 The invocation was led by Father Dan Dunlap, Episcopal Church of the Good Shepherd

3.0 Pledges to the U. S. and Texas flags were led by Eta Sigma Alpha Home School Honor Society – Gamma Chapter Students

4.0 The following public comments were received.

Rosalie Dillon
14166 Turnervine, 77375

- Announced the 2nd Saturday at the Depot theme for November 13, 2010 – “Give Thanks Tomball”

- | | |
|--|--|
| Lynn Chambers Brewer
13626 Country Hill, 77375 | - Expressed her support for the proposed sidewalk extensions; requested extension of sidewalk from Zion to Ulrich as well. |
| Ron Tocci
General Manager, LaQuinta
27004 Decker Prairie-Rosehill
77355 | - Expressed his support to amend the Tourism Advisory Committee to include three members from the hotel/motel industry, for a total of nine members. |
| Prakash Patel
Manager, Executive Inn
603 West Main, 77375 | - Expressed his support to amend the Tourism Advisory Committee to include three members from the hotel/motel industry, for a total of nine members. |

5.0 Presentations:

- Mayor Fagan presented a Collage of the Coat of Arms of the cities of Telgte, Germany and Tomball, Texas.
- Mike Darlow, Perdue Brandon & Mott, presented an update regarding PB&M Warrants and Delinquent Tax Collections.

6.0 Reports and Announcements:

- November 13, 2010 – **Farmers Market** – 8:00 a.m.
- November 13, 2010 – **Woodforest “Tomball Dash” 5K Run** – 8:00 a.m., Depot Plaza
- November 13, 2010 – **2nd Saturday at the Depot – “Give Thanks Tomball”, 5:00 p.m.**
- November 16, 2010 – **Mayor’s Coffee** – 5:30 p.m.-7:00 p.m., Main Street Crossing
- November 20, 2010 - **Special Walk Tomball** in the **Holiday Parade** behind the *Walk Tomball! It’s a Wonderful Life* banner – 10:00 a.m.
- **Walk Tomball!** (Every Saturday at **9:00 a.m.** at the Depot)
- Reports by City staff and members of Council about items of community interest on which no action will be taken
 - Robert Hauck - Tomball Police Department formal inspection will be held on Thursday, November 4, 2010 at 8:00 a.m., 400 Fannin
 - Robert Hauck – provided an update regarding Tomball Police Department support for Dispatcher Sherine Amanollahi, currently fighting breast cancer
 - Randy Parr – expressed his appreciation to Council, City employees, and community for support and assistance in successful Fall Festival
 - Councilman Townsend – reported on Governor Perry’s campaign stop in Tomball.

7.0 Motion was made by Councilman Townsend, second by Councilman Dodson, to approve the minutes of the following meetings:

- October 18, 2010 Regular City Council Meeting
- October 22, 2010 Special City Council Meeting

Motion carried unanimously.

8.0 Old Business:

- 8.1 Shawn Cox presented an overview of the proposed Ordinance. Motion was made by Councilman Quinn, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2010-21, an Ordinance Amending Chapter 74 of the Code of Ordinances of the City of Tomball, Texas, by Adding a New Section 74-32, Establishing Procedures for the Management and Administration of Revenue Generated by the Hotel Occupancy Tax, Determining that the City Council of the City of Tomball Shall Maintain Control Over Revenue Generated by the Hotel Occupancy Tax, and Establishing the Tourism Advisory Committee to Consider and Review all Requests for the Funding of Activities with Revenue Generated by the Hotel Occupancy Tax; Providing for Severability; and Providing an Effective Date.

Motion was made by Councilman Quinn, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2010-21, an Ordinance Amending Chapter 74 of the Code of Ordinances of the City of Tomball, Texas, by Adding a New Section 74-32, Establishing Procedures for the Management and Administration of Revenue Generated by the Hotel Occupancy Tax, Determining that the City Council of the City of Tomball Shall Maintain Control Over Revenue Generated by the Hotel Occupancy Tax, and Establishing the Tourism Advisory Committee to Consider and Review all Requests for the Funding of Activities with Revenue Generated by the Hotel Occupancy Tax; Providing for Severability; and Providing an Effective Date, with the following amendments:

1. Section 74-32(d)(1) shall be changed to include “The Committee shall consist of nine members who shall be recommended by the Mayor and approved by City Council to serve three-year staggered terms. The initial term for positions 1, 4 and 7 will be 1 year; positions 2, 5, and 8 will be 2 years; and positions 3, 6 and 9 will be 3 years”.
2. Section 74-32(d)(1) shall be changed to include “The Chair shall retain the right to vote and make motions as a member of the Committee.”
3. Section 74-32(d)(7) shall be changed to read:

“Members of the Committee shall possess at least one of the following qualifications:

- a. Positions 1, 2 and 3 must reside within the city limits of the City of Tomball, provided, however, that no more than three Committee members qualify solely under this subsection;

- b. Positions 4, 5 and 6 must work for, own, or be an officer or director of a business, other than a hotel or motel, with business locations within the city limits of the City of Tomball, provided, however, that no more than three Committee members qualify solely under this subsection;
- c. Positions 7, 8 and 9 must work for, own, or be an officer of a hotel or motel located in the city limits of the City of Tomball, who may either be a resident or non resident of the City of Tomball, provided, however, that no more than three Committee members may qualify solely under this subsection.”

Vote was as follows:

Councilman Quinn	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Brown	<u>Aye</u>
Councilman Townsend	<u>Nay</u>
Councilman Dodson	<u>Aye</u>

Motion, as amended, carried – 4 votes Aye, 1 vote Nay.

- 8.2 Glenn Windsor presented an overview of the proposed Ordinance. Motion was made by Councilman Townsend, second by Councilman Brown, to Adopt, on Second Reading, Ordinance No. 2010-22, an Ordinance of the City of Tomball, Texas, Adopting **Amendment Number 1** to the Original Budget of the City of Tomball, Texas, for the Fiscal Year 2010-2011, as adopted by Ordinance 2010-17; Providing for Appropriation of Funds from the Governmental and Proprietary Funds; Directing Publication of the Caption of this Ordinance; finding that the Meetings at which this Ordinance is Considered are open to the Public; Providing for Severability and the Repeal of Conflicting Ordinances; and Providing Other Details Relating to the Passage of this Ordinance. Vote was as follows:

Councilman Stoll	<u>Aye</u>
Councilman Brown	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Dodson	<u>Aye</u>
Councilman Quinn	<u>Aye</u>

Motion carried unanimously.

- 8.3 Kelly Violette presented an overview of the proposed Ordinance. Motion was made by councilman Quinn, second by Councilman Townsend, to Adopt on Second Reading, Ordinance No. 2010-23, an Ordinance of the City of Tomball, Texas, Amending its Comprehensive Zoning Ordinance by Changing the Zoning District Classification of

Approximately 0.3436 acres of land, legally described as Tracts 16D-1 and 16D-2 out of the Joseph House Survey, Abstract 34, within the City of Tomball, Harris County, Texas, from the O-Office District to the SF-20-E Single-Family Estate Residential-20 District; said Property being generally located on the westerly side of Quinn Road, northerly of Zion 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. Vote was as follows:

Councilman Brown	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Dodson	<u>Aye</u>
Councilman Quinn	<u>Aye</u>
Councilman Stoll	<u>Aye</u>

Motion carried unanimously.

9.0 New Business

- 9.1 George Shackelford presented an overview of the proposed Ride. Council Received an Update on Proposed MS 150 Bike Ride for the Multiple Sclerosis Association, April 16 and 17, 2011.

No action taken.

- 9.2 David Kauffman presented an overview of the proposed Resolution. Motion was made by Councilman Quinn, second by Councilman Brown, to Approve Resolution No. 2010-22, a Resolution of the City of Tomball, Texas, Authorizing the City Manager, Assistant City Manager, and Director of Public Works to Negotiate with Eagle Energy Partners, I.L.P., to Fix a Set Price, for a Specific Period of Time, for the City's Future Purchases of Natural Gas; and Providing other Matters Related to the Subject.

Motion carried unanimously.

- 9.3 Lori Lakatos presented an overview of the proposed plat. Motion was made by Councilman Stoll, second by Councilman Quinn, to Approve Final Replat called **TOMBALL ISD MAINTENANCE FACILITY:** Being a subdivision of 3.994 acres out of the W. Hurd Survey, Abstract No. 371, City of Tomball, Harris County, Texas. Also being a Replat of Lots 1-12 of Block 15, Lots 1-24 of Block 16 and Lots 25-36 of Block 23, and the Abandonment of Existing Right-of-Ways between South Cherry Street and South Oak Street within this subdivision of Revised Map of Tomball, Recorded under Vol. 4, Pg. 25, H.C.M.R., 1 Block, 1 Lot.

Motion carried unanimously.

9.4 George Shackelford presented an Overview and Discussion regarding Sidewalks from:

- a. Quinn Road to Country Meadows Drive (cost estimate: \$31,000+)
- b. Country Meadows Drive to Spring Forest Estates (cost estimate: \$61,000+)
- c. Country Meadows Drive to Ulrich Road (cost estimate: \$136,000+)

Council expressed concerns regarding crossing railroad tracks, the need to build sidewalks on the south side of Tomball, possible funding options, possibly extending sidewalks down Ulrich to Matheson and Juergens parks, and Council action to budget funds, providing direction to the City Manager and staff.

No action taken.

10.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this _____ day of _____ 2010.

Doris Speer, TRMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: November 15, 2010

Topic:

Approve Grant Application Request by The Regional Arts Council (TRAC) for Hotel Occupancy Funds in the Amount of \$10,500, to be used in the Production of "The Nutcracker Ballet," to be held December 3-5, 2010 at the Tomball High School Auditorium.

Background:

This is a request for a grant of Hotel Occupancy Funds from The Regional Arts Council in the amount of \$10,500 to be used in the production of "The Nutcracker Ballet" to be held December 3rd, 4th, and 5th at Tomball High School Auditorium.

A copy of the TRAC application is attached. As board members have not yet been appointed and trained for the newly established Tourism Advisory Committee, the request is presented by City staff for Council consideration and approval.

Origination:

Finance Department

Recommendation:

Staff recommends approval

Funding: Yes

Account Number: 240-240-6359

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

Glenn Windsor, CPA, CGFO Finance Director/Treasurer

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

TRAC HOT APPLICATION



Celebrating **21** years of serving the
community with quality arts
1987 - 2008
BRINGING PEOPLE & THE ARTS TOGETHER

MISSION – The Regional Arts Council supports and brings quality performing and visual arts to the greater Northwest Harris, Southern Montgomery Counties, and surrounding areas through the implementation and promotion of arts education.

**Support the Arts
By Joining Us Now!**

All contributions are tax deductible (Tax ID #76-0235134)

October 27, 2010

Glenn Windsor, Director of Finance
City of Tomball
501 James Street
Tomball, TX 77375

Re: Application for City of Tomball Grant for The Regional Arts Council

Dear Mr. Windsor,

This binder includes an application from The Regional Arts Council (TRAC) for Grant Funding from The City of Tomball Occupancy Tax fund to present “The Nutcracker Ballet” held December 3rd, 4th and 5th at Tomball High School Auditorium. This is the 12th year that TRAC has presented this event and over the years, based on our best analysis, we have shown the production to approximately 35,000 people with an estimated 30,000 coming from outside of Tomball.

In order to make our application more legible (my penmanship is lacking), we retyped the official City forms exactly as presented on “The City of Tomball Application For Use of Hotel Occupancy Tax” obtained from your website and provided the pertinent data. We added an “Exhibits and Schedules” section at the end which details some requested exhibits and other supplemental items. We included the DVD from last years performance should anyone wish to review.

Our funding request is targeted to this one annual event to help offset the rental and other ancillary costs to secure the Tomball High School venue. The Nutcracker is our main fundraising event, the one that guides the largest number of out of non residents to Tomball, so we felt this request is reasonable under your guidelines for funding. Any funds raised will be used to provide our student scholarship and present our other fine arts presentations, most free of charge.

We thank you in advance for your consideration.

Sincerely,

Allan Cox, Treasurer

The Regional Arts Council

P.O. Box 1321 Tomball, TX 77377-1321

P. 281.351.ARTS (2787)

F. 281.357.2702

tracthearts@yahoo.org



Application may be mailed or hand delivered to:

Glenn Windsor, Director of Finance
City of Tomball
501 James Street
Tomball, TX 77375

Applicant Organization: The Regional Arts Council (TRAC)

Organizational Director: Allan K. Cox – Treasurer and Board Member

Project or Event for which funding is requested: The Nutcracker Ballet – 2010

Date of Event: December 3rd, 4th and 5th (setup / practice 30th - 2nd)

Description of project or event for which funding is requested: Six (6) performances of “The Nutcracker” Ballet – December 3rd through 5th, 2010. TRAC has brought “The Nutcracker” ballet to Tomball for the past 12 years, with the first production, Act II only starting in 1998 and, beginning in 2001, presented the magical full-length production, spanning 3 days, and showing to an audience of over 3,000. Beginning this year, we are adding a 6th performance on Friday morning, Dec 3rd, at 10AM for the 3rd grade students in Tomball. This is a totally free performance covering many youngsters who are underserved and might be unable to attend the other performances.

Location of project or event: The Tomball High School Theater in the Leonard Chambers Fine Arts Wing at Tomball High School, 30330 Quinn Road, Tomball, TX.

GRANT AMOUNTS:

Amount Requested for 2009 – 2010 (See Exhibit A for Support Doc)	\$ <u>10,500.00</u>
Amount Requested for 2008 – 2009	\$ <u>0.00</u>
% increase requested over last year's grant	<u>N/A %</u>

2009 – 2010 Organization Budget Summary (The Nutcracker – TRAC)

	City Funds	Other Funds	Total
Personnel	0	0	0
Contract Services	*\$10,500	0	0
Travel	0	0	0
Rental Expense	0	0	0
Depreciation/Mortg	N/A	0	0
Advertising (Fliers)	0	1,100	1,100
Insurance (% of GL)	0	800	800
Other Expense (Retail, Card Fees,etc)	0	10,225	10,225
Volunteer Time (**)	N/A	0	0
Donated Goods / Services	N/A	0	0
Total	10,500	12,125	22,625

* Funds Requested for this Grant Project - Pd to TISD Ancillary Support
(See **Exhibit A** for last years TISD Invoice)

(**) Hundreds of free man hours spent by parents and other volunteers

Grants to an organization will not exceed 25% of the organization's adopted budget for 2009-2010

FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

Government

	Amount of Funds
Local	\$ 0
County	\$ 0
State	\$ 0
Federal	\$ 0

Other Investors / Contributors

Individual	\$ 0
Corporate (Rotary/Exxon)	\$ 0
Foundations	\$ 0

Fees

Admissions (Ballet Tickets)	\$40,000
Applications (Ad Sales)	\$ 1,000
Vendors	\$ 0
Tuition	\$ 0

<u>Concessions (Boutique)</u>	<u>\$13,000</u>
<u>Memberships</u>	<u>\$ 300</u>
<u>Subscriptions</u>	<u>\$ 0</u>
<u>Other (Silent Auction)</u>	<u>\$ 4,000</u>
Total	<u>\$58,700</u>

How many people do you expect will visit Tomball from out of town as a result of this project or event? 2,950 Explain the basis for your answer to the preceding question: The 2,950 for 2010 is based on the attendance average for the last four (4) years (2,878) and does not include the 750 students that will attend the 3rd grade performance. Of the 2,950 attendees, based on zip code analysis, approx 425 have a Tomball zip code and could reduce that out of town visitor number to around 2,525. The attendance information for the last four years, showing patron zip codes and hometowns, is detailed on Exhibit B - 3 Pages. We discovered that the Tomball zip code numbers are a little high since many Tomball residence purchase tickets and leave them at Will Call for their out of town guests and friends.

Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? Yes If your answer to this question is "Yes", state the basis for your answer: Many family and friends from out of town have reported that they have secured reservations at the local hotels / motels for one or more nights during the Nutcracker weekend. The local hotels were not able to provide occupancy information to us for the first week in December 2009 and how it compares to other weeks of the year.

Organization Contact Name, Title, Address and Phone Number: Allan Cox, Treasurer, The Regional Arts Council (TRAC), P O Box 1321, Tomball, TX, TRAC Voice Mail (281) 251-2787, Allan's Office (281) 255-8100, Allan's Cell (713) 201-1008

Contacts Signature: _____

Date: Oct. 27, 2010

Regular City Council

Agenda Item

Meeting Date: November 15, 2010

Data Sheet

Topic:

Approve Request by Tomball Art League (TAL) for City Sponsorship through In-Kind Services, Including Waiver of Rental Fee and Portion of Personnel Fees for the Use of the Community Center, Tables, Chairs, and Personnel to Open and Close the Building for the TAL Juried Spring and Fall Art Shows, from 2:00 p.m. to 4:00 on Friday, March 11, 2011 and Friday, October 7, 2011 for pre-registration of artwork and from 7:30 a.m. to 5:00 p.m., on Saturday, March 12, 2011 and Saturday, October 8, 2011 for the Juried Art Shows

Background:

The Tomball Art League (TAL) requests City sponsorship of its 2011 Juried Spring and Fall Art Shows, through the use of the Community Center including tables, chairs, and personnel from 2:00 p.m. to 4:00 on Friday, March 11, 2011 and Friday, October 7, 2011 for pre-registration of artwork and from 7:30 a.m. to 5:00 p.m., on Saturday, March 12, 2011 and Saturday, October 8, 2011.

TAL also requests a waiver of the rental fee and possibly a portion of the personnel fees; TAL will reimburse the City's personnel costs to open and close the building, up to \$250 for each event.

Estimated cost of in-kind services and waiving of fees by the City is approximately \$1,125 per event:

\$ 250.00 - Personnel (maximum possible charge)
<u>875.00 - Waiver of Rental Fee - Room A</u>
\$1,125.00 - Subtotal
<u>- 250.00 - Less Reimbursement by TAL for Personnel</u>
\$ 875.00 - Total.

These juried events are free and open to the public and promote Tomball; each event is scheduled in conjunction with the City's Second Saturday at the Depot events. These events bring visitors to Tomball, promoting the City's economic development through patronage of local restaurants and retail businesses.

Council has previously granted this request. The Tomball Art League does not currently receive funds from the City of Tomball hotel/motel tax (HOT). Dan Adkisson will be available to answer questions and provide additional information.

Origination:

Dan Adkisson, Tomball Art League

Recommendation:

Staff recommends approval.

Funding:

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

City Secretary

ACTION TAKEN

APPROVAL ☐ YES ☐ NO	READINGS PASSED ☐ 1 ST ☐ 2 ND	OTHER
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ATTACHMENTS:

Request from Tomball Art League

Tomball Art League

November 2, 2010

City of Tomball

Attn: City Council

401 W. Market Street

The Tomball Art League (TAL) is preparing for our annual Juried Spring & Fall Art Shows, Saturday March 12, 2011 and October 8, 2011 (2 Saturday's). The project requires the same consideration that you have extended us in the past few years which are:

Your waiving the fee for the use of The Community Center and the use of the tables and chairs in order to display and judge art work March 12th & October 8th , 2011 7:30 a.m. — 5:00 p.m. (we close the show at approximately 4:00 p.m. and the extra hour allows us to clean and restore the room.) We will also need the Friday's (March 11th & Oct 7th) prior to the Saturday shows from 2:00 — 4:00 pm. for pre registration of art work. Tomball Art League will pay \$ 250 for the labor cost for personnel to open and close the building.

The City of Tomball to partner with Tomball Art League for this event.

The Tomball Art League believes these Juried Art Shows will enhance our efforts of providing art education to the community, while at the same time supporting the City of Tomball's goal of expanding tourism in the historical regional downtown area. Tomball Art League will accomplish both by advertising throughout the area, through local & regional news releases, communicating with other art leagues, local schools, art teachers and through internet marketing.

The Tomball Art League does not benefit from the City of Tomball hotel motel tax, but believe this event will return the investment back to the city through the following:

Increase in sales tax from vendor (restaurants, service stations, etc) sales Increase in hotel motel occupancy through overnight stays by participants & tourist attending the show. Return visits to local artist for follow-up sales, instructional workshops And subsequent visits to the Tomball area. Create business for local restaurants and retail establishments.

Tomball Art League has made this an annual event in Tomball and these dates are in conjunction with the City's monthly 2nd Saturday at the Depot events. This event is free admission and through opening this show to local schools, encouraging student artist to participate that it will become a family event as well.

Thank you for considering our request. Your earliest attention is greatly appreciated. Sincerely



Dan Adkisson Tomball Art League

RECEIVED
CITY SECRETARY'S OFFICE

DATE: 11-2-2011

TIME: 12:06 PM

Regular City Council

Agenda Item

Data Sheet

Meeting Date: November 15, 2010

Topic:

Award Contract for Bank Depository Services to Wells Fargo Bank, N.A., effective January 1, 2011

Background:

Section 105 of the Texas Local Government Code requires that Texas cities procure depository services through an "RFP" process and that the contract, once awarded, may not exceed five years.

At the November 2, 2009 regular City Council meeting, the City of Tomball City Council approved a one-year extension of the contract with Amegy Bank which expires November 30, 2010. This was the second one-year renewal of the original three-year contract with Amegy which began on December 1, 2005. In summary, we are at the end of the five-year term with Amegy Bank and must execute a new depository contract.

Last month, we advertised for Bank Depository Services through a formal bidding process in the "Potpourri" and, additionally, I hand-delivered, bid packets to each of the 13 banks located within the corporate city limits of Tomball as provided for in Chapter 105 of the Code.

A bidder's conference was held at 2:00 p.m. on October 14, with two attendees at that meeting, Wells Fargo and Texas Citizens Bank. This meeting was not mandatory, but was recommended due to the complexity of the process.

The sealed proposals were due on October 26 and three banks responded, Amegy Bank, Woodforest Bank, and Wells Fargo.

I have analyzed the three proposals with these primary goals in mind:

1. a depository that is both capable of providing banking services and willing to be attentive to the City's various banking needs;
2. the safety of the Tomball citizen's money;
3. the maintenance of a good working relationship with the depository; and
4. the assurance that the depository would have the capacity to provide the latest and most efficient technologies to the City as we fulfill our duties as custodians of the financial resources of the City of Tomball.

In reviewing the three pricing submissions, the three banks are all in the \$700 to \$900 per month fee range, which changes with cash levels and volume of transactions. We currently pay Amegy between \$8,000 and \$9,000 per year in fees.

As far as the goals previously mentioned are concerned, it is my opinion that Wells Fargo Bank is the "best fit" for a depository to serve the financial needs of the City of Tomball. A large segment of their business is dedicated to local government banking services. Additionally, we already have our procurement-card services with Wells Fargo, so the conversion process, although not a "piece of cake", will be easier than a change to a totally different bank.

Origination:

Finance Department

Recommendation:

Staff recommends that Council award the Bank Depository Services to Wells Fargo Bank for a period of three years beginning December 1, 2010.

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

Glenn Windsor, CPA, CGFO Finance Director/Treasurer

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Current Amegy Contract

Amegy Bank Pricelist

Woodforest Bank Pricelist

Wells Fargo Pricelist



P. O. Box 27459
Houston, Texas 77227-7459
Member FDIC

Corporate Treasury Management Services Agreement Terms and Provisions

Terms and Provisions

The following terms, provisions and service descriptions constitute the Corporate Treasury Management Services Agreement ("Agreement") made by and between the customer whose name and signature appear as "Customer" on the Customer Acceptance document ("Customer") and Amegy Bank National Association ("Bank"). The purpose of this Agreement is to set forth the terms and conditions under which Bank will offer deposit services and treasury management services to Customer.

I. GENERAL TERMS AND PROVISIONS

A. Authority

Customer warrants to the Bank that it has full and complete authority to enter into this Agreement. Bank may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any person who is described as an authorized representative or authorized person of Customer in the applicable Service Exhibit (collectively "Authorized Person"). Bank may require further written confirmation of instructions given orally or by facsimile. Each Authorized Person is authorized to conduct any transaction within the scope of services covered by this Agreement, including the applicable Service Exhibit(s) and related to the account or accounts specified in the applicable Service Exhibit(s). Bank may rely on any written notice containing signatures of an Authorized Person if Bank believes, in good faith, that the signature is genuine. Unless the applicable Service Exhibit states otherwise, each Authorized Person may act alone. If Bank receives conflicting instructions from Authorized Persons Bank may (a) honor one or more of the instructions received, (b) refuse to honor any of the instructions until Bank receives instructions to which all Authorized Persons agree or (c) submit to a court all funds which are subject to the conflicting instructions (at which time Bank shall be automatically discharged from any obligations with respect to such funds).

B. Fees and Other Charges

Customer agrees to pay all fees assessed by Bank for any service used by Customer as set forth in a written fee schedule provided by Bank to Customer. Bank may change its fees, charges or assessments by giving 30 days written notice to Customer, and if Customer objects to a change in a fee, Customer may terminate the applicable service prior to the effective date of the change. If taxes (other than income taxes) or other governmental assessments are levied upon any service covered by this Agreement, Customer agrees to pay them. Customer shall also pay any access or transmission charges, transfer commissions or other direct charges incurred by Bank in providing a product or service to Customer. At its discretion, Bank may collect all such amounts by debiting any account of Customer at Bank, billing Customer or considering the amount in Customer's account analysis. Prices charged by Bank with respect to certain services under this Agreement may, from time to time, include referral fees or third party costs.

C. Confidentiality

If Customer uses any software product or Internet delivered service provided by Bank in connection with the services covered by this Agreement, Customer agrees that Bank has a proprietary interest in such software or Internet Delivered service, as well as any records, manuals, codes, files or systems which accompany it or are provided in connection with it (collectively, "Software, Internet Delivered Services and Related Items") and that such items remain the property of the Bank. Customer agrees not to disclose the Software, Internet Delivered Services and Related Items except to its employees who need to know the Software, Internet Delivered Services and Related Items in order to perform their jobs and assure compliance with this Agreement. Customer also agrees not to disclose, and to instruct its employees not to disclose, the Software, Internet Delivered Services and Related Items to anyone else. If Customer ceases to use the applicable Bank services, Customer will return to Bank all the Software, Internet Delivered Services and Related Items it has received from Bank.

D. Security Procedures

Customer agrees to abide by the security procedures set forth in any applicable Service Exhibit for the services covered by this Agreement. Customer acknowledges and agrees that it has approved such security procedures and that the procedures are commercially reasonable and adequate for the purposes intended. Bank may rely on the security procedures identified in the Service Exhibits to determine whether any instructions are authorized, and Customer will be bound by instructions issued in its name by any Authorized Person and accepted by Bank in compliance with the security procedures set forth in the Service Exhibits, whether or not Customer actually authorized such instructions. If the security procedures include a PIN, user ID number, password or other code (collectively, a "code"), Customer agrees that it and its Authorized Persons will keep the codes confidential. Customer agrees that Customer is solely responsible for safeguarding the codes. If Customer believes or has reason to believe that any security procedure or code has or may have become known by unauthorized persons (whether such persons are employed or not by Customer), Customer will immediately notify Bank by telephone and agrees to confirm that oral notification in writing to Bank within 24 hours. Bank shall have no liability for losses caused by unauthorized access to any confidential information. Bank will replace the security procedures in accordance with Bank's security requirements. Customer will be liable for any instructions and other communications initiated before Bank has received such notice and has had a reasonable opportunity to act on such notice. Bank reserves the right to change any or all of the security procedures at any time by giving written notice to Customer. Customer should carefully consider the security risks associated with the number of Authorized Persons granted access within the Service Exhibits and limit that number in accordance with prudent business practices.

E. Internet Delivered Services

Certain of the Services involve use of the Internet for delivery of files and other information and for obtaining files and other information. Customer represents that it is aware of the processes implemented by Bank with respect to the use of the Internet in connection with the delivery of such Services, and Customer agrees that such processes, including encryption, are commercially reasonable and acceptable to Customer (even if such process, including encryption, does not consist of the most recently developed technologies for such activities).

F. Provision of Communication Devices

Certain of the Services involve electronic communication between Customer and Bank. Customer agrees that it will be solely responsible for providing its own electronic connection with Bank and its own means of electronic communications with Bank, including suitable computers, modems or other hardware or electronic communications equipment necessary to access Bank and the Services.

G. Software Licenses

Certain of the Services involve use by Customer of software provided by Bank and for which Bank is the owner of the license. Customer recognizes that Bank is the owner of the licenses for the software used by Customer in connection with the Services. Customer agrees that it will use such software in connection with the Services under Bank's permission given in accordance with Bank's license and subject to the terms and provisions of such license. Customer further agrees that such permission may be withdrawn at any time by Bank. Customer agrees that Bank's permission to use such software shall be automatically withdrawn upon the termination of this Agreement.

H. Notices

If this Agreement requires that notices be written, the notices will be effective when received. Notices must be sent by United States mail or hand delivered to one of the following (a) if to Customer at the address which is set forth on the Customer Acceptance to this Agreement or at the address to which account statements are mailed, (b) if to Bank at 4400 Post Oak Parkway, Houston, Texas 77027 or (c) to either party at any other address designated in writing by one party to the other. If a more specific address is required, it will be so noted in the applicable Service Exhibit, and in such case the address on the Service Exhibit will be the address for purposes of notification. Changes in either party's address must be sent to the other party according to these notification procedures at least 30 days prior to its effective date.

I. Successors and Assigns

This Agreement is binding upon and is for the benefit of Bank and Customer and their respective successors. Bank may, at any time, assign this Agreement to any affiliate, subsidiary, parent, any company owned or controlled by any affiliate, subsidiary or parent company or any entity who acquires substantially all of the business of Bank. Otherwise, Bank and Customer may not assign this Agreement to any other person without the express written agreement of the other party.

J. Recording Telephone Conversations

Customer hereby agrees on behalf of itself, its officers, employees and agents that Bank may (but has no obligation to) record or monitor any telephone conversation with any person in connection with this Agreement without further notice to any person.

K. Amendments

Bank may amend this Agreement at any time by giving ten (10) days written notice to Customer; however, if the change is required by law, regulations or applicable clearinghouse rules, or if Bank determines in its sole discretion that the change is necessary for the security of Customer's accounts or the security or integrity of the systems used by Bank in performing treasury management services, Bank may amend or supplement this Agreement by giving Customer written notice promptly after the change. If the change is unacceptable to Customer in any case, Customer may terminate this Agreement by written notice to Bank prior to the effective date of the change (or within 10 days after receiving notice of any change for which prior notice is not required). Customer may change this Agreement (including the Service Exhibits) only by a written authorization by an authorized officer of Company acknowledged by Bank setting forth the changes.

L. Business Day

Unless otherwise defined by this Agreement or in an applicable Service Exhibit, a Business Day is any day that the Bank is operating and open for business except Saturday, Sunday and all federal holidays. All transactions, deposits, instructions and entries received by Bank on a day which is not a Business Day will be treated as if received on the next Business Day.

M. Termination

Either party may terminate this Agreement or the portion hereof related to any particular product or service at any time with thirty (30) days written notice to the other. The limitation of liability, indemnity and confidentiality provisions of this Agreement will survive its termination. Bank may terminate this Agreement immediately if the Customer (a) fails to maintain adequate balances in any applicable account or does not pay an overdraft upon demand, (b) violates this Agreement or any other agreement Customer has with Bank, including any loan, credit or letter of credit agreement, (c) fails to provide the financial information which Bank reasonably requests, (d) has a material adverse change in its financial condition or (e) makes a general assignment for the benefit of creditors or becomes a debtor in any Bankruptcy or other insolvency or liquidation proceeding of any kind. Bank can also terminate this Agreement immediately if it can no longer practically provide the services hereunder.

N. Choice of Law

This Agreement will be governed by and construed in accordance with the laws of the state of Texas. Venue for any dispute arising under this Agreement will be in the civil courts of Harris County, Texas. Both Bank and Customer agree to waive objections to venue that they may now or hereafter have as to the venue in that court. Customer agrees that it may be served with process by certified or registered mail, return receipt requested at Customer's notice address provided in this Agreement or by any address used for the mailing of Bank depository account statements, or in any other manner permitted by law. The prevailing party in any lawsuit related to this Agreement will be entitled to legal costs, including reasonable attorney's fees. Notwithstanding this paragraph, terms and provisions of paragraph O. below regarding arbitration will govern and control the terms and provisions of this paragraph.

O. Arbitration

Either Customer or Bank may request (before or after judicial proceeding have commenced) that any controversy or claim related to this Agreement be settled by mandatory and binding arbitration using the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). In that case, all statutes of limitation that would otherwise apply will continue to apply and the arbitration will be conducted in Houston, Texas by a single arbitrator (or by 3 arbitrators if the amount in controversy exceeds \$1 million). The arbitrator(s) may (a) order discovery to be conducted in accordance with the Federal Rules of Civil Procedure and (b) make summary rulings such as summary judgments and orders of dismissal after a party submits a motion to dismiss. Any arbitration award will be



P. O. Box 27459
Houston, Texas 77227-7459
Member FDIC

Corporate Treasury Management Services Agreement

Terms and Provisions

final and binding. This agreement to arbitrate does not prevent either Bank or Customer from exercising self-help remedies such as setoff, or from foreclosing any lien or security interest it may have or from obtaining emergency court relief where it would otherwise be available. Controversies or claims involving ACH services will be settled by arbitration in accordance with the NACHA arbitration procedures.

P. No Warranties

Bank makes no representations or warranties to Customer or any other person, express or implied, in law or in fact, and disclaims any and all implied warranties, including, but not limited to the implied warranties of quality, accuracy or fitness for a particular purpose, merchantability or suitability, to Customer or any other person, of any of the services provided by Bank under this Agreement or any computer software products or Internet delivered services provided by Bank under this Agreement, or as to the suitability or compatibility of Bank's software, Internet delivered service, equipment or communication interfaces with those that Customer uses. Bank does not warrant that the software or Internet delivered service will perform in an uninterrupted manner.

Q. Standard of Care

Bank's responsibility to Customer under this Agreement is limited to the exercise of ordinary care. If Bank substantially complies with the procedures in this Agreement and in the applicable Service Exhibits, Bank will be considered to have exercised ordinary care. If Bank occasionally and unintentionally deviates from the procedures in this Agreement or in the applicable Service Exhibits, the deviation will not be considered to be a failure to exercise ordinary care in respect to the transactions in which they occurred.

R. Indemnity

Customer agrees to indemnify and hold Bank, its officers, directors, shareholders, agents and employees, and its affiliates, and their respective officers, directors, agents and employees (collectively, the "Bank Parties") harmless from and against any and all losses, costs, suits, damages, liabilities and expenses (including reasonable attorney's fees) arising from the services performed by any of the Bank Parties in connection with this Agreement, except for those losses caused directly by any Bank Party's failure to exercise ordinary care or to act in good faith. Customer and Bank agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. Without in any way limiting the foregoing, Customer agrees to indemnify Bank Parties and hold them harmless from any and all losses, costs, suits, expenses, liabilities, damages and attorney's fees arising from or related to Bank Parties' acting in good faith in accordance with instructions or information which was purportedly faxed or sent electronically by Customer or an Authorized Person of Customer. Customer agrees that Bank Parties will not be liable (a) for the quality of performance or lack of performance of any computer software or hardware or Internet delivered services supplied by Bank Parties to Customer in connection with this Agreement or (b) for the transmission or failure of transmission of any information from Customer to Bank or from Bank to Customer. To the maximum extent permitted by law, the Customer agrees that the Bank Parties will not be liable for events or circumstances beyond their reasonable control, and the liability of Bank Parties will be limited to correcting errors caused by Bank Parties. In addition, Bank Parties will not be responsible for any act or failure to act by any correspondent Bank, Federal Reserve Bank, SWIFT, NACHA, CHAS, or any regional or local automated clearinghouse, or any other third party. BANK PARTIES WILL NEVER BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER (WHETHER OR NOT ANY OF BANK PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES).

Any Bank Party seeking indemnification shall give prompt written notice to Customer of the commencement or assertion of any action, proceeding, demand or claim by a third party (collectively, a "third-party action") in respect of which such Bank Party shall seek indemnification hereunder; provided that failure to give such notice shall not relieve Customer from any liability unless such failure materially and adversely prejudices Customer. Customer shall have the right to assume control of the defense of, settle or otherwise dispose of such third-party action on such terms as Customer deems appropriate; provided, however that (a) any Bank Party shall be entitled, at its own expense, to participate in the defense of such third-party action, (b) Customer shall not be required to obtain the prior written approval of any Bank Party before entering into or making any settlement of such third-party action or acknowledging any liability in respect thereof, unless, pursuant to or as a result of such settlement injunctive or other equitable relief would be imposed against any Bank Party or if in the opinion of any Bank Party such settlement could have a material adverse effect on its business, (c) Customer shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by each claimant or plaintiff to Bank Parties of a release from all liability in respect of such third-party action, and (d) Bank Parties shall be entitled to have sole control, at the expense of Customer, over the defense or settlement of any third-party action (i) as to which Customer failed to assume the defense within a reasonable length of time or (ii) to the extent the third-party action seeks an order, injunction, or other equitable relief against any Bank Party which, if successful, would materially adversely affect the business, operations, assets, or financial condition of any Bank Party provided that Bank Parties shall make no settlement that would give rise to liability on the part of Customer without the prior written consent of Customer. As provided in paragraph O., any dispute between Customer and Bank which does not involve a third-party action shall be settled by arbitration.

S. Entire Agreement

THIS AGREEMENT AND ALL AMENDMENTS, SERVICE EXHIBITS AND ATTACHMENTS EMBODY THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND BANK REGARDING THE SERVICES COVERED UNDER THIS AGREEMENT. IT SUPERSEDES ALL PROPOSALS AND PRIOR AGREEMENTS AND ALL ORAL DISCUSSIONS RELATING TO THE SUBJECTS COVERED IN THIS AGREEMENT. IT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT BETWEEN BANK AND CUSTOMER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN CUSTOMER AND BANK.

T. Other Governing Documents and Laws

In addition to this Agreement, transactions covered by this Agreement are also governed by the following as applicable: signature cards, applicable software or Internet Delivered program user guides, Bank's Rules and Regulations Governing Deposit Accounts, applicable or relevant software license agreements, ACH operating rules (specifically, the NACHA Operating Rules and Guidelines), Article 4 and Article 4A of the Texas Business and Commerce Code, the Electronic Fund Transfers Act, Regulation E and Regulation J of the Federal Reserve Board, all other applicable federal or state laws or regulations. Customer agrees to be governed by all of these documents, laws, rules, regulations, terms and conditions whether or not Customer has executed the documents or read the applicable agreement, document, law, rule, regulation, term or condition. If Bank's Rules and Regulations Governing Deposit Accounts are inconsistent with this Agreement, this Agreement will prevail.

U. Encryption

Customer agrees that Customer, and not Bank, bears the sole responsibility and obligation with respect to compliance by the encryption services and products provided by Bank under and in connection with this Agreement (the "Encryption Services") with the laws of all jurisdictions other than the United States of America and the states thereof ("Foreign Jurisdictions"). If Customer is organized under the laws of a Foreign Jurisdiction, or if Customer transfers data which is encrypted by means of the Encryption Services from a Foreign Jurisdiction into the United States of America or from the United States of America to a Foreign Jurisdiction, then in each case, Customer Agrees that Customer (a) will consult with its legal counsel regarding compliance by the Encryption Services with the laws of such Foreign Jurisdiction, and (b) will comply in all respects with the laws of such other jurisdiction with respect to the Encryption Services.

V. Miscellaneous Terms and Conditions

1. Service Exhibits Incorporated. All Service Exhibits and attachments referred to in this Agreement are incorporated in this Agreement for all purposes just as if such Service Exhibits or attachment were set forth in their entirety within this Agreement.

2. Severability. If any section, provision or condition of this Agreement is deemed invalid or unenforceable, the provision deemed unenforceable will, to the extent permitted by applicable law, be deemed reformed so as to be enforceable. If such reformation is not possible, this Agreement will be read as if that provision was never a part of it and the remainder of the Agreement will be enforceable.

3. Compliance With Laws. Customer agrees to comply with and to take whatever action is necessary for Bank to remain in compliance with all federal and state laws and regulations regarding the provision of services covered by this Agreement.

4. No Waiver. If Bank waives any failure of Customer hereunder, such waiver will not operate to waive any other breach of the same or a different provision.

5. Couriers. If Customer uses or requests Bank to use a courier to deliver or receive Banking transactions, Customer agrees that at all times and in all respects such courier is the agent of Customer, not of Bank, and Customer assumes all risk of loss (including loss or theft by third parties or employees of Customer or courier) prior to Bank's acceptance of such transactions and subsequent to courier's acceptance of transactions from Bank.

6. Reporting Errors. Customer must promptly report in writing any error in connection with any treasury management service and any discrepancy between Customer's records of its orders and requests (including wire and ACH payment orders) and the notices Customer receives from Bank regarding Bank's execution of the Customer's orders and requests. Customer agrees that 60 days is a reasonable time for Customer to notify Bank of discrepancies, including unauthorized and erroneous payment orders, unless any other applicable administrative documents, agreements or laws provide for a shorter notification time, in which case such shorter time shall apply. Customer agrees to provide Bank with all information it reasonably requests in connection with any discrepancy. This paragraph does not modify the Bank's Rules and Regulations Governing Deposit Accounts notification requirements regarding checks paid without a properly authorized signature or errors or discrepancies other than those specifically related to a treasury management service.

7. Cooperation. Bank and Customer agree to cooperate with each other in investigating and prosecuting any loss recovery.

8. Additional Information. Customer agrees to execute any additional documents and to provide any information (including information necessary to remake or reconstruct any deposit, transmission, file or entry) that Bank reasonably requests.

9. Extension of Credit. Certain provisions of this Agreement may require Customer to have specified amounts of collected or available funds in its accounts at Bank or an affiliate Bank at certain times. Neither Bank nor the affiliate Bank is ever obligated to extend credit to Customer unless Bank has specifically agreed to do so in a separate writing and any conditions to that obligation have been satisfied. However, Bank has the option to extend credit to Customer from time to time by permitting overdrafts in its accounts, delaying collection of amounts due or otherwise. If Bank extends credit to Customer, the outstanding principal amount is immediately due and payable and will bear interest from the date the credit is extended until it is repaid at a per annum interest rate determined by Bank, but not exceeding the lesser of 18% per annum or the maximum non-usurious rate of interest permitted under applicable Texas or federal law (whichever permits the higher rate). If Bank does not elect to extend credit to Customer, Customer must provide immediately available funds sufficient to satisfy its obligations under this Agreement.

10. Software. If Customer uses one or more of Bank's proprietary computerized data transmission systems and/or supporting software, it is bound by the Bank's and other terms and conditions relating to information services in addition to the terms that relate to the specific services Customer accesses by that transmission facility.

11. Force Majeure. No party will be deemed to have breached this Agreement if it fails to perform because of a cause beyond the reasonable direct control of that party, and without fault or negligence of that party. Examples of causes beyond the reasonable direct control of a party include, without limitation: any failure or interruption of any electronic communication system between Customer and Bank, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or third party vendors, and suspension in payments by another financial institution.

12. Delegation to Administrator. With respect to certain of the services provided under this Agreement, Customer may request, and Bank may agree, that certain aspects of Customer's role in connection with such services be delegated to an administrative representative of Customer (the "Administrator"). In connection with any services for which an Administrator has been designated, the Bank will set up such services as if there were only one user, the Administrator, and the Administrator will assign rights and duties with respect to such services to other officers and employees of Customer as Administrator may select. Customer agrees that with respect to any service for which an Administrator is selected, (a) Bank may look solely to the Administrator as the sole user of such service, (b) Bank shall be deemed to have no knowledge of, or responsibility for,

(i) the identity of any person who the Administrator or Customer may have designated as a user of the service, (ii) the status of any such designation (i.e. whether such designation is in effect or has been changed), or (iii) any act or omission by any such person, in each case listed above, notwithstanding any actual knowledge Bank may have regarding any such matter. Customer recognizes and agrees that Customer has sole responsibility for (i) the selection of any person designated by Administrator or Customer as a user of any service and (ii) the acts and omissions of any such person in connection with any service. Customer holds Bank harmless from and against any claim relating to the identity of any person selected by the Administrator or Customer to use a service, the status of any such delegation, and acts or omissions of any such person with respect to any service.

II. SERVICES

A. Electronic Transfer Services

Funds can be transferred to and from Customer's account by utilizing the Automated Clearing House ("ACH") or wire transfer services provided by Bank. The following terms as well as the applicable Service Exhibits and any other referenced agreements, laws and regulations apply to these services. References to the request to transfer funds whether via ACH, wire transfer or other method described in this section will be described as "payment orders".

1. **Incorporation of other Agreements and Documents.** The Federal Reserve Bank of Dallas Operating Bulletin and Circulars govern Funds Transfer services. Customer shall comply with those rules and regulations and the procedures and requirements outlined in the Bank's Rules and Regulations Governing Deposit Accounts for these services, as modified from time to time. Bank will comply with the sanctions laws and regulations administered by the Office of Foreign Asset Control as they relate to processing electronic transfer payments, and Customer certifies that all payment orders will be permissible transactions under such laws and regulations.

a) **Wire Transfer.** All domestic wires will be transmitted via the Federal Reserve Bank through the Fed Wire Service. These wires will be governed by Regulation J (12CFR 210, 25 et seq.) subpart B. If the beneficiary Bank designated by the payment order is located outside the United States, Bank will transmit those payments via telex or through the SWIFT communication system. The rules of SWIFT will govern all payment orders sent via the SWIFT communication system.

b) **ACH.** All domestic ACH debit and credit transactions will be transmitted through the National Automated Clearing House Association (NACHA), Federal Reserve Banks and ACH's. All transactions will be governed by the NACHA rules and any amendments to those rules. Customer shall comply with the NACHA rules. Bank will provide a copy of these rules and amendments thereto upon request by Customer.

c) **International ACH.** All international ACH debit and credit entries to Canada are processed through the Federal Reserve Bank and are governed by the Canadian Payments System (CPS). A copy of the CPS rules and regulations will be provided upon Customer's request if Customer is utilizing this service. If service to other countries become available, Bank will provide Customer a copy of the appropriate rules and regulations upon Customer's request.

2. **Payment Order Instructions.** Wire transfer and internal payment orders to transfer money to or from Customer's account with Bank can be given verbally, electronically or in writing as stated in the Funds Transfer and ACH Service Exhibits. ACH payment orders to transfer money to or from Customer's account with Bank can be given electronically or in writing as stated in the Funds Transfer and ACH Service Exhibits. Customer authorizes Bank to comply with those payment orders. Payments will be processed only on a Bank business day and within the established deadlines. Payment orders may or may not be accepted. Bank may hold or reject a payment order because Customer's account lacks sufficient funds to satisfy the transaction amount. Bank will not be liable for failure to detect errors in the beneficiary or amount of payment orders, or duplicate payment orders.

a) **ACH.** Customer must have obtained the authorization of its customer/employee/third party (receiver) prior to initiating an ACH credit or debit entry as required in the NACHA rules and guidelines. Customer makes to Bank each of the representations and warranties of a receiver and an originator under NACHA rules, as applicable, and Customer gives Bank each warranty that the NACHA Rules require Bank to make to any other party involved in a transaction. ACH transactions are governed by the Electronic Funds Transfer Act of 1978, Federal Reserve Regulation E, or other applicable laws and/or regulations. Customer warrants that it has complied with all applicable regulatory and legal requirements and Customer agrees that it is solely responsible for such compliance.

b) **Standing Transfers.** If Customer selects standing transfers in the Funds Transfer Service Exhibit, Customer authorizes Bank to automatically transfer funds to and from those accounts as stated in such Service Exhibit.

c) **Repetitive Transfers.** If Customer selects repetitive transfers in the Funds Transfer Service Exhibit, Customer authorizes Bank to automatically transfer funds to and from those accounts as stated in such Service Exhibit.

3. **Execution of Payment Orders.** The order in which payment orders are taken is determined solely by Bank. ACH debit and credit entries may be transmitted in any manner or means Bank deems appropriate.

a) **Name/Identifying Number Inconsistencies.** Banks involved in the processing of any payment order may rely on the identifying number (i.e. transit routing and/or account number) of the beneficiary, intermediate Banks, receiver, beneficiary Bank or receiving depository financial institution ("RDFI") as instructed in the payment order, even if the number identifies a different person from the named beneficiary, intermediate Bank, receiver, beneficiary's Bank or RDFI. Customer assumes full responsibility for any inconsistency between the name and the identifying number of any party.

4. **ACH Discrepancies/Errors.** Customer has five business days after the transaction settlement date to notify Bank that any ACH entry was made in error. This is in addition to the general notification requirements regarding discrepancies and errors. Once Bank has been notified of

an error, Bank may, but is not obligated to, initiate a reversal entry on Customer's behalf in accordance with NACHA rules. Bank does not, however, guarantee that the funds transferred by the entry in question will be returned to Customer.

a). Wire discrepancies or errors shall be handled in accordance with the requirements of Section 4a of the Texas Uniform Commercial Code.

5. **Settlement.** The account(s) designated on the Funds Transfer and ACH Service Exhibits ("Settlement Account") will be used for Customer's ACH and wire transfer transactions. Customer authorizes Bank to debit and credit the Settlement Account(s) in conjunction with those transactions (including but not limited to returned, rejected or erroneous payment orders). Customer agrees to maintain sufficient balances in the Settlement Account(s) to cover the amount of each day's payment orders, and Customer agrees not to submit payment orders in excess of the available balances in the Settlement Account(s).

a) **ACH Only.** If Customer selects the ACH service, Bank may at any time require Customer to maintain available balances in its Settlement Account in a minimum amount determined by Bank. Bank may offset or debit the Settlement Account at any time for any amounts owed to Bank, whether ACH service related or otherwise. Customer agrees to maintain its Settlement Account for at least 60 days after ACH services are terminated.

6. **Transfers to Foreign Countries.** Transfers made to a Bank in a foreign country can be made in the currency of the country to which the transfer is made. Payment orders in a foreign currency will be debited from Customer's account in the US Dollar equivalent at the prevailing selling rate. Customer agrees to comply with all local and US currency restrictions and all US and other laws governing the transaction.

7. **Problems with ACH Input.** Customer must provide a replacement file one day prior to the settlement date if Customer is notified that its ACH file input cannot be read or processed. If Customer is unable to provide a file in a timely manner, Bank will advise Customer of other options available, if any. If continued processing problems due to high error or rejection rate or other reasons are experienced, Bank may terminate ACH service immediately or work with Customer to correct the problems. Bank will debit the Settlement Account for any returned or rejected entries. Bank's responsibilities in connection with the returned or rejected entries from a receiving depository financial institution or ACH association are detailed in the NACHA rules and applicable law.

8. **ACH Entries Processed Through Vendors.** Customer may elect to use the services of a vendor approved by Bank, in which case Customer authorizes Bank to follow instruction of the vendor to the same extent and under the same conditions as if they came from Customer. Customer is still responsible for complying with all NACHA rules and maintaining sufficient records of its entries in order to resolve any questions about errors and discrepancies. By selecting a vendor to transmit Customer's ACH entries, Customer authorizes Bank to notify the vendor, as Customer's agent, of any problems with the ACH input, and to provide the vendor with the necessary information to permit the vendor to perform the services indicated on the Service Exhibits. Customer agrees to provide a copy of the NACHA rules and all relevant administrative rules to the vendor.

a) **Vendor Errors/Failures.** Bank is not liable to Customer for errors in execution made by the vendor or for inability to process Customer's ACH entries because of vendor computer or software failures.

b) **Vendor Fees/Charges.** Any fees or charges assessed against Bank by the vendor in connection with the services Customer uses will be reimbursed by Customer.

c) **Substitution of Vendor.** Customer may change vendors upon 30 days written notification to Bank prior to the scheduled date of change. The substitute vendor must be approved by Bank and Bank may require the vendor to sign certain agreements as a condition of its approval.

9. **Miscellaneous.** All entries credited or debited to Customer's account are provisional until the RDFI has received final settlement through a Federal Reserve Bank or has otherwise received payment as provided for in Article 4A of the Texas Business and Commercial Code. If no payment is received by RDFI for the entry, the RDFI is entitled to a refund in the amount of the entry to the receiver's account and Customer will not be considered to have paid that amount to the receiver. NACHA rules do not require the RDFI to provide the receiver with notice that the RDFI has received the entry unless the RDFI has agreed to do so.

10. **Hold Harmless.** Customer agrees that Bank will not be liable to Customer or any other person or entity for payment order instructions delivered by or on behalf of Customer to any officer or employee of Bank or any other person who is not an authorized officer or employee of Bank's wire department.

B. Lockbox Services

Lockbox services will be performed in accordance with the processing options contained within the Lockbox Service Exhibit. Processing includes the opening of envelopes and handling checks or payments and other documents accompanying these items which are delivered to Customer's Lockbox(es), endorsing said items as necessary, submitting the checks for payment by the paying Banks and drawees, crediting Customer's designated account with the receipts from the checks, returning or forwarding checks that Customer has indicated on its Service Exhibit are not acceptable to Customer and adjusting account balances as a result of errors or returned checks.

1. **Restrictive Endorsements.** All checks bearing restrictive notations or endorsements, including but not limited to "final settlement," "payment in full," or "balance on account" will be processed unless Customer has indicated on the Lockbox Service Exhibit that Customer wants notification for further consideration of handling of these items. Bank will use reasonable care and effort to identify checks with these types of restrictive endorsements or notations (however, Bank will not inspect the reverse side of the checks for restrictive notations). Bank will not be liable if Bank processes and deposits checks with restrictive endorsements or notations.

2. **Returned Checks.** Checks returned to Bank unpaid for any reason will be charged back, along with any related fee for returned checks, to Customer's designated account. Returned checks will be forward along with the debit advice to Customer.
3. **Foreign Items.** Checks drawn in foreign currency will be processed according to instructions received from Customer. Foreign items may be sent to the collection department for further disposition or returned to Customer unprocessed.
4. **Third Party Checks.** If Customer has indicated that Customer wants Bank to process checks payable singularly or jointly to a person or entity other than Customer ("Third Party"), Customer represents and warrants to Bank that Customer has the authority and right to receive and control all checks received via the Lockbox, which would include "Third Party" checks and their proceeds. This warranty and representation extends to all acceptable payees under the Lockbox Service Exhibit. Customer authorizes Bank to endorse each check in the name of the third party as necessary for negotiation and payment. If requested, Customer must promptly provide Bank with evidence that Customer has the authority to accept and control these payments.
5. **Walk-In Deposits.** Deposits delivered in person or by courier or other carrier delivery to the appropriate Bank location will be processed on the same day as received if received before 3:00 p.m. Houston, Texas time. Deposits received after that time will be processed on the following business day.
6. **Remittance Imaging.** Bank utilizes document scanning hardware and software. Processed items are scanned and delivered via the file transfer vehicle and file format designated in the Service Exhibit. Bank will retain each image file for five business days, after which the file will be deleted. Files can not be recreated after they are deleted. Image quality varies by the type and color of ink and paper of the imaged document. As Bank cannot control the variety of documents presented for processing, Bank makes no representations or warranties as to image quality.
1. **Transmissions.** Bank will transmit or receive files for the exchange of data for lockbox processing. Bank will make transmission files available in accordance with the instructions contained in the Service Exhibit. Customer is responsible for ensuring timely transmission of files to Bank to update lockbox processing instructions. Bank will not be responsible for monitoring receipt of incoming transmission files.

C. Controlled Disbursement Services

With the Controlled Disbursement Service Customer may write checks and issue other payment instruments which have been previously approved by Bank on Customer's secondary checking account (the "disbursement account") at the secondary Bank ("disbursement Bank") listed in the Service Exhibit and fund payment of those checks and payment instruments from a demand deposit account at Bank.

1. **Authority of Bank.** Bank is designated as agent for Customer to request transfer of amounts from its funding account at Bank ("funding account") to the disbursement account each business day.
2. **Overdrafts.** Customer must ensure that the funding account has sufficient balances to cover each day's requirements in the disbursement account which may include over the counter presentments. Failure to have sufficient funds available in the funding account to cover the day's funding requirements may cause checks drawn on the Disbursements Bank to be returned or refused.
3. **Adjustments.** Information reported to Customer regarding the checks presented against Customer's disbursement account may have been provided to Bank by third parties. If the reported clearing totals received are inaccurate on the funding day, the disbursement account will reflect any difference the following business day. Funding of these items will be included in the next business day's funding amount.
4. **Positive Pay. A condition of using Controlled Disbursement Services is that Customer must participate in Positive Pay Services. Customer will not use Controlled Disbursement Services unless it uses Positive Pay Services.**

D. Zero Balance Accounts Service

The Zero Balance Accounts Service allows Customer to fund its account(s) automatically as checks or other items are presented for payment/receipt. A master account ("funding account") is maintained to disburse received funds from the Zero Balance Account(s) ("sub accounts").

1. **Transfer of Funds.** Bank will automatically transfer funds from the master account to the sub account or from the sub account to the master account at the end of each business day in order to bring the balance of the sub account to zero or a predetermined balance indicated on the Zero Balance Account Service Exhibit.
2. **Overdrafts.** Customer must ensure that the master account has sufficient balances to cover each day's requirements in the sub account. Failure to have sufficient funds available in the funding account to cover the day's funding requirements may cause checks to be returned.

E. Collection Services

By using Collection Services, Customer has the right to issue or authorize its agent or employees to issue Drafts which will be payable through Bank. Collection items may be issued in any form which is acceptable to Bank. Each of the types of collection items issued (auto drafts, oil and gas drafts and leases, bearer bonds and coupons, claims drafts, foreign currencies and any other domestic check that does not clear through the clearinghouse or Federal Reserve system, or other method described in this section) will be referred to as a "Draft".

1. **Types of Drafts:**

a) **Outgoing.** Customer deposits may or may not be given immediate credit, based upon credit approval, the amount of the draft line established by such credit approval, and the amount available on such draft credit line. Customer shall ensure that correct processing addresses are on Drafts deposited to ensure timely receipt and payment by the receiving financial institution. (Bank is not responsible for bad addresses).

b) **Incoming.** Another financial institution may present a Draft to Bank for payment by Customer. Customer will be notified of presentment by a telephone call from Bank.

2. **Presentment of Drafts.** Customer will be notified of the total dollar amount of each Draft tendered to Bank and presented for collection on the first business day following the business day on which the Drafts were tendered to Bank, and Bank will deliver Drafts to Customer upon execution of a trust receipt, as designated in the Draft Service Exhibit. If Customer fails to notify Bank by the established deadline, Bank will pay the Drafts and retain the originals of all Drafts (in the case of telecopied presentment) and may take such other steps as it deems necessary.

a) **In Person.** Bank may present Drafts to Customer in person, over-the-counter at Bank's premises, and Customer or its agent must acknowledge receipt of the Drafts.

b) **Via fax.** Bank may present a Draft to Customer by faxing a list of the Draft(s) and the respective amount of each Draft tendered to Customer.

c) **Off Premise.** Customer may choose to take the original Draft documents off Bank premises for review and payment approval. Payment must be authorized by the established deadline the next Banking day.

3. **Payment of Drafts.** Customer must notify Bank (via personal delivery or facsimile) of its decision to pay or refuse a Draft for payment no later than the established deadline as stated in the Collection Service Exhibit the Banking day following the Banking day Bank presents a Draft to Customer. If Customer does not notify Bank by such deadline, (a) if the Draft is off Bank premises, Bank will automatically debit Customer's account and pay the Draft, and (b) if the Draft is on Bank premises, Bank will return the Draft. If there are insufficient funds in the account designated to pay Drafts, Bank is under no obligation to pay Drafts.

4. **Over-the-Counter Presentment From Third Parties.** Bank will not immediately pay Drafts which are presented to it over-the-counter at Bank's premises by a third party. Such Drafts will be presented to Customer for payment in accordance with the Collection Services Exhibit prior to payment.

5. **Payable Through Draft Services.** By using the Payable Through Draft Services, Customer has the right to issue or authorize its agent or employees to issue Drafts which will be payable through Bank. Drafts may be issued in any form acceptable to the Bank which is consistent with all applicable law.

a) **Requirements.** The following must be contained on the face of each Draft (i) the word "DRAFT" prominently displayed, (ii) indication that the Draft is "payable through" Amegy Bank and (iii) a unique serial number. Additionally, the draft must:

1) state that the Draft is payable on sight (Sight Draft);

2) be printed with MICR (magnetic ink character recognition) characters conforming to specimens furnished by Bank. Customer agrees to provide Bank with a sample Draft after printing for testing purposes and approval prior to issuing Drafts to payees.

6. **Dishonored Drafts.** As provided in Customer's instructions, Drafts which are dishonored will be sent to the Bank of first deposit. The Draft will be returned "refer to maker".

7. **Payment of Drafts.** Customer must keep sufficient funds in the designated account to cover the payment of all Drafts which Customer directs Bank to pay. Customer may designate another account as the designated account by timely notice to Bank. The failure of Customer to give Bank specific direction not to pay a Draft will constitute a direction to pay such a Draft.

8. **Responsibility of Bank.** Bank's sole responsibility with respect to any Draft or any Draft tendered by a third party shall be (a) the timely presentment of all Drafts and (b) the proper implementation of Customer's directions concerning the payment or non-payment of Drafts.

F. Information Reporting (STAR).

Bank offers an automated information reporting service which allows Customer convenient daily access to its Bank account information. The information is available by direct transmission to Customer or by using a personal computer and/or certain software. If Customer is provided with software or other means to access STAR, the following provisions apply:

1. **Software.** The software will be distributed to Customer on a non-exclusive basis on a diskette or other medium. Upon receipt of the software, Customer is granted non-exclusive, non-transferable permission to use the software and by using the software provided Customer agrees to comply with all provisions of software usage under this Agreement.

2. **Customer Accounts.** Customer will designate the accounts to which Customer wants to secure access in the STAR Service Exhibit. If Customer requests access to accounts of other companies in which it or its parent has majority ownership ("Affiliates") or to personal accounts, Customer must provide evidence satisfactory to Bank of Customer's authority to access those accounts and must represent and warrant that Customer is authorized to access those accounts and give instruction on behalf of the Affiliates or such person.

a. **Multi-Bank Reporting.** Customer may designate to have balance information delivered to or received from other financial institutions. Customer agrees that Bank's methods of receiving and transmitting such information is commercially reasonable and further agrees to hold Bank harmless from the misapplication of data provided by other financial institutions.

3. **Bank's Obligation.** Bank will transmit all appropriate financial data within Bank's control that is necessary for Customer to use the software or Internet delivered program for the purposes for which it was designed, and will use reasonable efforts to act on appropriate instructions

received from Customer in connection with the software or Internet delivered program. Bank makes no representations or warranties regarding the accuracy of any information Customer receives while using the software or internet delivered program or otherwise accessing information about accounts, and Bank will not be liable if Customer receives inaccurate information, unless Bank has been grossly negligent or engaged in willful misconduct in making available the information.

4. Use of the Software or Internet Delivered Products. Customer may use the software or Internet Delivered Services and otherwise access the account information only (a) for so long as this section of this Agreement is in effect, (b) for its own business use, and (c) in accordance with the terms of this Agreement, the Bank's software license and the Bank's Rules and Regulations Governing Deposit Accounts. All trademarks, trade names, service marks, copyrights, programs, software, specifications, systems, designs, applications, routines, sub-routines, techniques, enhancements, documentation, manuals, ideas and formulas used, developed or provided by Bank or otherwise in connection with this Agreement are proprietary property, will remain the sole property of the rightful owner (whether Bank or a third party), and Customer shall have no ownership interest in them.

5. Termination. If the Bank's license for the software terminates, Customer's rights and Bank's obligations with respect to the software will terminate without prior notice to Customer, but Customer's obligations not to disclose confidential information will remain in effect.

G. Vault Services

The following provisions apply if Customer utilizes Vault Services:

1. Courier Service. A pre-approved courier may deliver deposits and pickup coin and currency for Customer to Bank's vault location. The courier will act as Customer's agent. The courier must maintain sufficient insurance to cover liabilities covered by this Agreement. Bank may refuse permission for any courier to enter Bank's premises with or without cause, in which case Bank will use reasonable efforts to notify Customer.

2. Deposit Delivery and Processing. All deposits must be placed in sealed or locked bags. Each bag must have a unique number showing on the outside of the bag and be accompanied by a deposit transmit form listing the number of bags and bag ID. Vault deposits accepted by Bank will be verified and credited to the account designated on the Vault Service Exhibit. Customer agrees to accept the count by Bank, which will be deemed to be final and correct in all respects.

a) Discrepancies. In the event of a discrepancy, Bank will credit the account designated on the Vault Service Exhibit for an overage, or debit the account for a shortage. In the case of discrepancies in excess of \$20.00, a Vault supervisor will verify differences between the actual amount and the amount shown on the deposit ticket. In the case of a difference which is greater than the maximum discrepancy as listed on the Vault Service Exhibit, Bank will notify the person designated in the Vault Service Exhibit.

3. Coin and Currency Deliveries. If Customer wants to order coin and currency, Customer must place the order within the established deadline as stated in the Service Exhibit. Coin and Currency orders must be placed through Bank's Automated Ordering System. Customer's account will be debited for coin and currency orders on the effective date of any successful coin and currency order session. A coin and currency order session is deemed successful when a confirmation number is obtained by Customer for the order. Customer will be issued two (2) location codes (or "PINS") per designated location for securing coin and currency orders. Location codes will be distributed to the Company Administrator named in the Service Exhibit. Customer will maintain control of the location codes and distribute them only to authorized representatives of Customer. Customer must notify Bank immediately if Customer has reason to believe that the location code may have become known to an unauthorized person. Delivery of coin and currency from Bank should coincide with Customer's delivery of deposit(s) by the carrier.

4. Investigations. Customer agrees to fully cooperate and to cause its agents, officers, employees, contractors and subcontractors to cooperate fully with Bank in any investigation of any loss or discrepancy. Failure to comply with these duties will constitute Customer's release of Bank from any liabilities, claims or expenses incurred by anyone in connection with a discrepancy.

5. Currency Transaction Reporting. Bank is required by law to report any currency transaction (deposit or withdrawal) in a single day exceeding \$10,000 or limits for other amounts as established by the Internal Revenue Service.

H. Night Deposit Services

If Customer requests Night Depository Services, Customer requests the use of certain of the facilities operated by Bank for the purpose of accepting deposits from Bank's customers after normal business hours.

1. Deposit Processing. Bank will remove all bags from the Night Depository Facility on the next business day following the day of deposit. Customer authorizes Bank to open each bag deposited in the facility. Bank will verify each deposit and will credit the face value of the currency, coin and negotiable instruments which Bank finds in each locker and/or sealed bag to the account Customer has designated on the Night Depository Service Exhibit. Bank will enclose an imprinted copy or validated receipt of the deposit slip in the empty bag to be returned to Customer.

2. Discrepancies. In the event of a discrepancy, Bank will credit the account designated on the Night Deposit Service Exhibit for an overage, or debit the account for a shortage. A supervisor will verify differences between the actual amount and the amount shown on the deposit ticket. In the case of a difference which is greater than the maximum discrepancy listed on the Night Depository Service Exhibit, Bank will notify the person so designated in the Night Depository Service Exhibit.

I. Check Cashing Service

By signing the Check Cashing Service Exhibit, Customer requests that Bank cash payroll checks that Customer has issued to its employees and/or operating or expense checks that Customer has issued to its clients.

1. **Presentment of Checks/Drafts.** Bank will cash checks drawn against the account listed on the on the Check Cashing Service Exhibit made payable to the payee on the check. The payee must have valid identification which will consist of either a photograph identification card issued by a state, or a passport issued by the United States, containing a photograph of the person to be identified. Bank may in its sole discretion, refuse to cash any check presented by any person, without prior notice to Customer.

2. **Dishonored or Returned Checks.** Bank will charge the account designated by the Check Cashing Service Exhibit for any checks which are dishonored or returned for any reason by Customer, any financial institution or by any other person or entity, plus any fees assessed for the returned checks. Customer will maintain an account with Bank for the purpose of charging back any return of dishonored check and applicable fees.

J. Positive Pay Service

By utilizing the Positive Pay Service, Customer will provide Bank with information regarding all checks and other debit items issued by Customer against the accounts listed in the Positive Pay Service Exhibit. The information will consist of the check number, dollar amount and issue date, which will be compared to the items received for payment against Customer's account(s).

1. **Issue Information Requirements.** Customer must provide check issue information to Bank in the manner and by the deadline specified on the Positive Pay Service Exhibit each day Customer issues checks. Issue information received after the deadline will be processed the following business day.

2. **Review of Check Issue Information.** All of the items presented to Bank for payment will be compared against all issue information received from Customer in Bank's files. Customer agrees if the number, amount and date of issue of an item conform to the item issue file, then Bank may consider the item validly issued and authorized, and Bank may accept the item for payment without contacting Customer. Customer also agrees that if Bank acts in accordance with this Agreement in paying items Bank will be deemed to have exercised ordinary care.

3. **Suspect Items.** Items that do not match the items contained on issued files Customer has sent to Bank will be deemed to be suspect and Customer will be notified by the manner and deadline stated in the Positive Pay Service Exhibit. Customer must notify Bank by the deadline specified in the Positive Pay Service Exhibit to request that the check be returned. All notifications and instructions to Bank concerning the payment or return of checks must be transmitted to Bank by facsimile or the Positive Pay System. Bank is not required to act upon instructions given to Bank by telephone. If no instructions are received regarding the disposition of a suspect item, Bank will assume the check is a validly issued item and will pay such check.

4. **Deadline for Research.** If Customer requires research to be performed by Bank on any check, Customer must request such research by means of the Positive Pay System or facsimile no later than the time deadlines specified on the Positive Pay Service Exhibit.

K. Reverse Positive Pay Service

The Reverse Positive Pay Service offers Customer the ability to review all checks posting to Customer's account and the opportunity to return an item if Customer determines it is a suspect or fraudulent item. The items contained in Customer's daily report will be sent by facsimile to Customer each morning and are not matched by the Bank against any input files. The information contained in the report will include the check number, dollar amount and paid date for each of Customer's account(s) on this service.

1. **Suspect Items.** All notification and instructions to Bank concerning the return of checks must be transmitted to Bank by facsimile or the Positive Pay System. Bank is not required to act upon instructions given to Bank by telephone. If no instructions are received regarding the disposition of a suspect item, Bank will assume the check is a validly issued item and will pay such check.

2. **Deadline for Research.** If Customer requires research to be performed by Bank on any check, Customer must request such research by means of the Positive Pay System or facsimile no later than the time deadlines specified on the Positive Pay Service Exhibit.

L. Outsourced Disbursement Services

Outsourced Disbursement Services offer Customer the ability to deliver payment instructions for Electronic Transfers or check disbursements via a formatted file. Bank translates the file and originates the payments according to the instructions provided in the file layout specifications. All terms and provisions applicable to Electronic Transfer Services, Controlled Disbursement Services, and Positive Pay Services apply with regard to Outsourced Disbursement Services as these features are applied. Customer agrees to participate in Positive Pay services with regard to all accounts disbursed through this service and further agrees that designated agents of the Bank are authorized to provide Positive Pay file data from the check disbursement instructions received in the disbursement file.

Bank will translate the file in accordance with the file translation mapping instructions provided by Customer. Customer agrees to hold Bank Parties harmless from and against any and all losses, costs, suits, damages, liabilities and expenses (including reasonable attorney's fees) arising from Bank's translation services. Customer agrees to verify file totals as translated by Bank prior to processing. Customer agrees that the Authorized Representative named by Customer in the Service Exhibit to verify transaction totals and amounts is hereby authorized to issue payment orders on behalf of Customer and Bank is authorized to release such payments.

M. Escrow Services

Customer will request Bank to establish accounts for the benefit of Customer's clients. The purpose of such accounts will be to designate Customer as a fiduciary instructed to hold escrowed funds under the direction of a separate escrow agreement between Customer and its client.

1. **Authorized Individuals.** Customer will provide to Bank a list of individuals who are authorized to initiate escrow transactions ("Authorized Individuals"). The initial group of Authorized Individuals are listed in the Service Exhibit. Customer may amend the Service Exhibit by the addition or deletion of names by sending a written notice to Bank at the address listed in this Agreement. Amendments to the Service Exhibit will be effective not more than two business days after the Bank receives the notice of amendment.

2. **Opening the Escrow Account.** Customer will open an escrow account at Bank through an Authorized Individual's request to establish the account and by providing to Bank the following information:

- a. The name of the company or individual on whose behalf the escrow funds will be held;
- b. The tax identification number of the company or individual;
- c. The GF number; and
- d. The W-9, if applicable.

All communications to establish escrow accounts must be made by an Authorized Individual either through Bank's recorded telephone line, in person, or in a writing signed by an Authorized Individual.

3. **Establishing the Escrow Account.** Upon the receipt of proper instructions to open the escrow account the Bank will debit Customer's Master Account and will establish a money market savings account for the escrowed funds. Customer may open an escrow account with a check, a wire transfer of funds or with some other form of collected funds acceptable to the Bank. Specific instructions must be given by Customer to Bank if Customer opens the escrow account with other than a debit to Customer's Master Account as defined in the Exhibit.

4. **Escrow Account.** The escrow account will be a money market savings account which will earn interest at the rate paid on the Bank's regular money market savings accounts on the day the account is opened. The rate on the account will change from time to time as the Bank changes its rate on its other money market savings accounts. If, due to state or federal laws or regulations, Bank cannot open a money market savings account for the escrowed funds, Bank will open another interest bearing account for the funds, if possible. If it is not possible to open an interest bearing account Bank will place the escrowed funds in a demand account.

The escrow account will each be subject to the provisions of the agreements, signature cards and any other Bank rules and regulations governing such accounts.

Bank may use any reasonable method to determine the amount of collected funds in the escrow account each day.

Customer agrees to be responsible for payment of all expenses incident to the escrow account including, but not limited to all standard Banking fees charged on like accounts.

5. **Transactions on Escrow Account.** All instructions to conduct transactions on the escrow account, including, but not limited to opening the account, withdrawals from the account, deposits to the account and closing the account must be made either on Bank's recorded telephone line, in person or by a writing from an Authorized Individual. All transactions initiated through Bank's recorded telephone line must be followed up with a written confirmation signed by an Authorized Individual.

6. **Closing the Escrow Account.** When Customer closes the escrow account, it must follow the procedures set forth in paragraph five (5) above. Once the account is closed, the Bank will debit the escrow account and credit Customer's Master Account.

If Customer desires to close the escrow account via a wire transfer, Customer must initiate the wire transfer according to the Bank's wire transfer procedures, including the use of a personal identification number (PIN).

7. **Statements.** Bank will issue a statement on the escrow account monthly and will send the statement to Customer at Customer's address as listed on the acceptance portion of this agreement.

N. EDI Translation Services

Customer recognizes and agrees that in performing EDI Translation Services, Bank is translating files and information only and that Bank has no obligation to verify the content or context of any files or information which is subject to such Services. Customer agrees that Bank has the obligation to provide EDI Translation Services only with respect to those files which are delivered to it as provided in such Services, and that Bank has no obligation to recognize that any file or information has not been sent to or received by Bank for processing or to take any action with respect to any file or information which has not been sent to Bank, even if similar files or information are sent to Bank periodically for processing.

O. Returned Items

Bank will process returned items in accordance with Customer instructions contained in the Service Exhibit. A returned item is an item previously deposited into a deposit account by Customer and returned by the paying Bank.

1. **Re-Presented Check Entry (RCK).** If Customer elects to convert returned items into RCK transactions, Customer must comply with the applicable NACHA rules, as outlined in section II, paragraph A of this Agreement. Customer agrees to comply with the notification requirements of the NACHA rules. Bank and its affiliates will use reasonable efforts to exclude ineligible items from RCK processing through the use of return reason codes, auxiliary on-us fields printed on the checks, examination of drawee name on the check, examination of the payment amount and examination of the check number. In the event that a NACHA ineligible item is processed through RCK by Bank or its affiliate, Customer agrees to hold Bank Parties harmless against any loss or penalty incurred by such item.

UNI001

2005/11/17-0079V001

CITY OF TOMBALL

AmegyBank

P. O. Box 27459
Houston, Texas 77227-7459
Member FDIC

**Corporate Treasury Management Services Agreement
Customer Acceptance**

The undersigned have agreed to receive one or more treasury management services offered by Amegy Bank National Association. The undersigned hereby agrees that such services to be provided by Amegy Bank National Association shall be governed by the Corporate Treasury Management Services Agreement Terms and Provisions ("Agreement"), as such document is amended from time to time. By signing this Acceptance, the undersigned agrees to be bound by all the terms of the Agreement and the Service Exhibit(s) as described in the Agreement as if it had executed each of such documents and further agrees that for the purposes of the Agreement, the term "Customer" includes the affiliates and/or subsidiaries of the Customer named below that receive services from Amegy Bank National Association under the Agreement.

The undersigned acknowledges receipt of the Agreement and rules and regulations governing deposit accounts with respect to their deposit account(s) at Amegy Bank National Association. The undersigned have separately executed Deposit Agreement(s).

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their duly authorized officers as of November 21, 2005.

Customer

Bank

City of Tomball

Amegy Bank National Association

By: Ben Griffin

By: _____

Name: Ben Griffin

Name: Judy Mowdy

Title: City Manager

Title: Vice President

Address for Notices:

Affiliates / Subsidiaries of Customer to be included in this Agreement

401 Market Street

Tomball, Texas 77375

OFFICER'S CERTIFICATE

I _____, hereby certify that I am the duly elected, qualified, and acting _____ of City of Tomball a Texas (state) corporation (the "Company"), and that I am authorized to execute and deliver this certificate, and I do hereby further certify as follows:

1. Resolutions. The following resolutions have been duly adopted at a meeting (duly convened where a quorum of directors was present) of, or by the unanimous written consent of, the Board of Directors of the Company, and the resolutions have not been amended or revoked, and are now in full force and effect:

"RESOLVED, that the Company desires to enter into an agreement with Amegy Bank National Association (the "Bank") pursuant to which the Bank will provide certain treasury management services to the Company; and further

"RESOLVED, that the form and content of the Corporate Treasury Management Services Agreement (the "Agreement") and the Customer Acceptance to be entered into by the Company and the Bank, in the form of drafts exhibited to each director, with such changes as are hereinafter authorized, and the transactions contemplated thereby, are hereby approved; and further

"RESOLVED, that any Executing Officer (hereinafter defined) of the Company is hereby authorized, on behalf of the Company, to execute and deliver to the Bank the Customer Acceptance pursuant to which the Company agrees to be bound by the terms of the Agreement in substantially the form approved by these resolutions, with such amendments or changes thereto as the officer so acting may approve, such approval to be conclusively evidenced by his execution and delivery of the same; and further

"RESOLVED, that any Executing Officer of the Company is hereby authorized, on behalf of the Company, to execute and deliver to the Bank the Service Exhibits (as defined in the Agreement); and further

"RESOLVED that any Executing Officer is hereby authorized to elect additional services under the Agreement at any time and is authorized to appoint Authorized Persons (as defined in the Agreement), and that such Authorized Persons shall have the rights and powers of Authorized Persons described in the Agreement, including the right to give instructions to the Bank under the Agreement and the Service Exhibits; and further

"RESOLVED, that any Executing Officer is hereby authorized, on behalf of the Company, to execute such other instruments and documents, and to take such other actions as the officer so acting deems necessary or desirable to effectuate the transactions contemplated by these resolutions; and further

"RESOLVED, that the following officers of the Company shall be Executing Officers (the "Executing Officers") and shall have the powers and authority described in the preceding paragraphs:

NAME	TITLE	SPECIMEN SIGNATURE
<u>Ben Griffin</u>	<u>City Manager</u>	<u>Ben Griffin</u>
<u>Sherrie Mattson</u>	<u>Finance Director</u>	<u>Sherrie Mattson</u>
_____	_____	_____

2. Incumbency. The above named persons are duly elected or appointed, acting, and qualified officers of the Company holding at the date hereof the offices set forth opposite their respective names, and the signatures appearing opposite their respective names are their genuine signatures:

IN WITNESS WHEREOF, I have duly executed this certificate as of the 22nd day of November, 2005.

X Doris J. Speer
Name: Doris J. Speer
Title: City Secretary

2005/11/17-0075V001

**P. O. Box 27459
Houston, Texas 77227-7459
Member FDIC**

☒ New Service ☐ Additional Document ☐ Replacement Document

ACCOUNT NAME	ACCOUNT NUMBER	MASTER/SUB	PEG BALANCE
City of Tombal Consolidated Operating Account		Master	N/A
City of Tombal Payroll		Sub	0.00

Name: Sherrie Mattson Phone Number: (281)351-5484 Fax Number: (281)351-4735
Address: 401 Market Street Tomball, Texas 77375

2005/11/17-0075V001
ZBA001

REI001

2005/11/17-0073V001

Amegy Bank

P. O. Box 27459
Houston, Texas 77227-7459
Member FDIC

Corporate Treasury Management Services Agreement

☒ New Service ☐ Additional Document ☐ Replacement Document

RETURNED ITEM SERVICE EXHIBIT

ACCOUNT

ALTERNATE METHOD OF RECEIPT (check only one)

- ☐ (Customer picks up return items at Bank)
☐ Customer Pick Up Window, 1801 Main, Houston TX
☐ Lockbox Department: _____
☒ Branch: Tomball

Prior arrangement must be made with these departments.

☐ Alternate Address

CUSTOMER NOTIFICATION (check only one)

- ☐ First Time Return ☒ Second Time Return

☐ Both

☐ By telephone: _____

☐ By Fax: _____

Contact Name: _____

☒ E-mail: smattson@ci.tomball.tx.us

ALTERNATE ACCOUNT TO BE CHARGED (if different from above)

Chargeback return items and assess any associated handling fees for the above-named account to:

Account Number: _____

AUTOMATIC REDEPOSIT / RECLEAR

☒ Reclear All Items

Automatically redeposit any first time NSF items where the individual item dollar amount is less than (check only one):

- ☐ \$50 ☐ \$100 ☐ \$200 ☐ \$500 ☐ \$1000 ☐ \$2500* ☐ Redeposit ALL Items ☐ Other _____

ADDITIONAL ADVICE MAILINGS

Mail first additional advice to:

1) _____

Mail second additional advice to:

2) _____

RE-PRESENTED ITEMS – RCK

☐ 2 Paper/1 ACH

SPECIAL INSTRUCTIONS

RI New set up

Customer: City of Tomball

Ben Griffin

By: (Name typed or printed)

Ben Griffin

Signature

City Manager

Title

November 21, 2005

Date

Pamela Thompson
11/21/2005

Accepted By: Amegy Bank National Association

Judy Mowdy

By: (Name typed or printed)

Signature

Vice President

Title

Date

2005/11/17-0073V001
REI001

NID001

2005/11/17-0076V001

AmegyBankP. O. Box 27459
Houston, Texas 77227-7459
Member FDIC**Corporate Treasury Management Services Agreement**☒ New Service ☐ Additional Document ☐ Replacement Document**NIGHT DEPOSITORY SERVICE EXHIBIT****SERVICE**

- ☐ Bank will process each bag left in the Night Depository facility.
- ☒ Bank will only process the bag in the presence of an Authorized Representative of the Customer or upon receipt of written instruction from the Authorized Representative of Customer to open the bag(s) and make the deposit(s).

DEPOSITORY BAGS

The undersigned hereby acknowledge the receipt of the following items (completed where applicable):

Key(s) to the Night Depository at Branch Location:Number of keys: 8 Branch: Tomball**Reusable locked bag(s) with keys numbered:**

BAG NUMBER	KEY NUMBER
M3419	
M3421	
M3430	
M3456	

BAG NUMBER	KEY NUMBER
M3420	
M3423	
M3441	
M3466	

BAG DEPOSIT AND RELEASE

- ☐ Any agent or representative of the Customer may deliver or pick up depository bags. Refer to Night Depository Service Release Amendment.
- ☒ Depository bags may only be deposited and/or retrieved on behalf of the Customer by the Authorized Representatives listed below:

NAME	SIGNATURE
Sherrie Mattson	<i>Sherrie Mattson</i>
Theresa Witt	<i>Theresa Witt</i>

NAME	SIGNATURE
Karen Pacior	

EXCEPTION HANDLING

Discrepancies between amount(s) listed on deposit slip and amounts of currency and monetary instruments in bag.

Call Sherrie Mattson at (281) 351-5484 if amount of difference is \$.01 or more before processing the deposit(s).

Evidence of tampering with night deposit bag(s).

Call Sherrie Mattson at (281) 351-5484 before processing the deposit if there is any evidence of tampering with bag(s).**Other Procedures**ND - New set up. If out of balance even .01 send back to City of Tomball. Deposits - Between 9:00 - 10:00AMCustomer: City of Tomball

Accepted By: Amegy Bank National Association

By: Ben GriffinBy: Judy Mowdy

By: (Name typed or printed)

By: (Name typed or printed)

Ben Griffin

Signature

City Manager

Vice President

Title

Title

November 21, 2005

Date

Date

Pamela Thompson
11/21/2005



P. O. Box 27459
Houston, Texas 77227-7459
Member FDIC

Corporate Treasury Management Services Agreement

☒ New Service ☐ Additional Document ☐ Replacement Document

NIGHT DEPOSITORY SERVICE EXHIBIT

Customer has required that any of its employees, agents or representatives be allowed to deliver or pick up deposit bags from the Bank, without Bank's inspection of or inquiry into the identity of the person(s) purporting to represent the Customer. Bank has agreed to this procedure, but only upon the condition that Bank is absolved from any liability for the bags or their contents once the bag is given to an individual who purports to represent the Customer. Therefore, the Customer and the Bank hereby agree as follows:

Bank is not required to obtain sample signatures of the Customers Authorized Representatives.

Notwithstanding anything in the Agreement or any exhibit or other amendment thereto, Customer agrees that Bank may receive Customer's bags from any person or courier and may deliver any of the Customer's bags to any person or courier who purports to represent Customer. Bank has no duty to inquire into the identity of such person or courier nor to determine whether such person or courier actually represents Customer.

Customer hereby agrees that Bank will have no liability whatsoever, to any person, once the Bank Deposit Bags leave the custody of the Bank.

Account Title: City of Tomball

Customer: City of Tomball

Ben Griffin
By: (Name typed or printed)

Ben Griffin
Signature

City Manager
Title

November 21, 2005
Date

Pamela Thompson
11/21/2005

Accepted By: Amegy Bank National Association

Judy Mowdy
By: (Name typed or printed)

Signature

Vice President
Title

Date

2005/11/17-0076V001
NID001

FUNDS TRANSFER FACTS

NetSTAR Transfer Requests

If you initiate your requests via the NetSTAR reporting system, the system will prompt you for the appropriate information. Instructions are available in you NetSTAR Users Manual as well.

Assistance

For assistance with the NetSTAR system please call: **(713) 235-8805**.

To add or change any account, Authorized Representative, repetitive transfer or special instruction on your Funds Transfer Agreement, please call your Treasury Management representative at **(713) 235-8805**.

Telephone Transfer Requests

Once we have received your Agreement, we will be mailing a confidential Personal Identification Number (PIN) for each Representative you have authorized to initiate or approve transfers. Be sure to keep these numbers confidential and notify us if you believe your PIN has been compromised so it can be canceled and a new PIN issued. Before your PIN number is activated, you must sign the confirmation form and return it to Amegy Bank.

The telephone numbers of the Funds Transfer Department are:

Voice: (713) 235-8811

Our voice lines are recorded for your security. To expedite your transfer request by telephone, we will ask you the following questions before taking the request:

1. Account number to be debited?
2. Your PIN?
3. Non-repetitive or repetitive transfer?

Assistance

For further assistance with you transfers please call any member of the Funds Transfer staff: **(713) 235-8811**.

Hours of Operation or Deadline

Funds Transfer Department opens at 7:00 a.m. and our deadlines for receipt of transfer requests are as follows:

Outgoing Transfers:	4:00 p.m.
Internal Transfers:	4:00 p.m.
Federal Tax Transfers:	3:00 p.m.
International Transfers:	3:00 p.m.

We process incoming transfers until 5:00 p.m.

FUT001

2005/11/17-0071V001

AmegyBankP. O. Box 27459
Houston, Texas 77227-7459
Member FDIC**Corporate Treasury Management Services Agreement**☒ New Service ☐ Additional Document ☐ Replacement Document
☒ NetST@R ☐ STAR**FUNDS TRANSFER PC INITIATED SERVICE EXHIBIT****SECURITY FOR PC INITIATED PAYMENT ORDERS****Transaction Types**

Please indicate beside the transaction type the number of approvals required to process a fund transfer request when entered by an authorized representative (0, 1 or 2)

TRANSACTION TYPE	APPROVALS REQUIRED (0, 1, 2)
REPETITIVE	0
NON-REPETITIVE	1

Authorized Representatives

Listed below are the names of the Authorized Representatives, the fund transfer functions they may access, and the account numbers from which each is authorized to issue, verify, or both issue and verify payment orders for the transfer of funds. Please indicate the level of authority by completing the information next to each Authorized Representative's name. If access is granted, an authorized representative may input internal Amegy Bank transfers ("Book Transfers") for any amount. If authority is not to be granted for a specific function, indicate "None".

AUTHORIZED REPRESENTATIVE NAME	ACCOUNTS TO ACCESS	APPROVE Y/N	MAXIMUM APPROVAL LIMIT*	NON-REPETITIVE ACCESS (Y/N)	REPETITIVE ACCESS (Y/N)	BOOK TRANSFER (Y/N)
Ben Griffin	ALL	Yes	Unlimited	Yes	Yes	Yes
Sherrie Mattson	ALL	Yes	Unlimited	Yes	Yes	Yes

*If no Dollar Limit is inserted, the default amount of \$500,000.00 will be used. (The signature below acknowledges this default limit.)

ACCOUNTS

ACCOUNT NUMBER	ACCOUNT NAMES	MAILING ADDRESS FOR ADVICES	NOTIFICATION				
			NO ADVICE	MAIL ADVICE	STAR	PHONE*	FAX**
	City of Tomball Consolidated Operating Account	401 Market Street Tomball, Texas 77375	X		X		

ACCOUNT NUMBER	ACCOUNT NAMES	MAILING ADDRESS FOR ADVICES	NOTIFICATION				
			NO ADVICE	MAIL ADVICE	STAR	PHONE*	FAX**
	City of Tomball Safekeeping	401 Market Street Tomball, Texas 77375	X		X		

Customer Code: NEW
PC Only Wire User: NoCustomer: City of TomballAccepted By: **Amegy Bank National Association**By: (Name typed or printed) Ben GriffinBy: (Name typed or printed) Judy MowdySignature Ben Griffin

Signature _____

City Manager
Title _____Vice President
Title _____Date November 21, 2005
Pamela Thompson
11/21/2005

Date _____

2005/11/17-0071V001
FUT001



P. O. Box 27459
Houston, Texas 77227-7459
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Corporate Treasury Management Services Agreement

☒ New Service ☐ Additional Document ☐ Replacement Document
☒ NetST@R ☐ STAR

FUNDS TRANSFER PC INITIATED SERVICE EXHIBIT

COMPANY CONTACT & ADDRESS

Name: Sherrie Mattson Telephone: (281)351-5484 Fax: (281)351-4735
Address: 401 Market Street Tomball, Texas 77375

SPECIAL INSTRUCTIONS

2 accounts - 2 users - New set up

Customer Code: NEW
PC Only Wire User: No

Customer: City of Tomball

Accepted By: **Amegy Bank National Association**

Ben Griffin
By: (Name typed or printed)

Judy Mowdy
By: (Name typed or printed)

Ben Griffin
Signature

Signature

City Manager
Title

Vice President
Title

November 21, 2005
Date

Date

Pamela Thompson
11/21/2005

2005/11/17-0071V001
FUT001

FUT004

2005/11/17-0070V001

AmegyBank

P. O. Box 27459
Houston, Texas 77227-7459
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Corporate Treasury Management Services Agreement

☒ New Service ☐ Additional Document ☐ Replacement Document
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FUNDS TRANSFER WRITTEN OR TELEPHONE SERVICE EXHIBIT

SECURITY FOR WRITTEN OR TELEPHONE PAYMENT ORDERS

A PIN will be required for any telephone or written request. Indicate the dollar-amount threshold at which secondary verification should occur on a written or telephone funds transfer request. If no secondary verification is required, indicate "None" and initial. If ALL transactions require secondary verification, indicate "0".

REPETITIVE TRANSFERS \$ _____

NON-REPETITIVE TRANSFERS \$ _____

alm
Initial if "None"

sm
Initial if "None"

AUTHORIZED REPRESENTATIVES

Listed below are the names of the Authorized Representatives, the transfer amounts to which each is limited (if any) and the account numbers from which each is authorized to issue, verify, or both issue and verify payment orders for the transfer of funds. Please indicate the level of authority by completing the information next to each Authorized Representative's name. If authority is not to be granted for a specific function, indicate "\$0".

AUTHORIZED REPRESENTATIVE SIGNATURE		ACCOUNTS TO ACCESS	NON-REPETITIVE LIMIT*	REPETITIVE LIMIT*	VERIFICATION LIMIT*	VERIFY OWN (Y/N)
Printed Name	Phone Number					
X SIGNATURE <i>Ben Griffin</i>		All	Unlimited	Unlimited	Unlimited	No
Ben Griffin	(281)351-5484					
X SIGNATURE <i>Sherrie Mattson</i>		All	Unlimited	Unlimited	Unlimited	No
Sherrie Mattson	(281)351-5484					

*If no Dollar Limit is inserted, the default amount of \$500,000.00 will be used. (The signature below acknowledges this default limit.)

ACCOUNTS

ACCOUNT NUMBER	ACCOUNT NAMES	MAILING ADDRESS FOR ADVICES	NOTIFICATION				
			NO ADVICE	MAIL ADVICE	STAR	PHONE*	FAX**
	City of Tomball - Consolidated Operating Account	401 Market Street Tomball, Texas 77375	X		X		

ACCOUNT NUMBER	ACCOUNT NAMES	MAILING ADDRESS FOR ADVICES	NOTIFICATION				
			NO ADVICE	MAIL ADVICE	STAR	PHONE*	FAX**
	City of Tomball - Safekeeping Account	401 Market Street Tomball, Texas 77375	X		X		

If adding additional accounts, do all existing users have access to the above accounts? ☐ Yes ☐ No

If "No", please specify: _____

Customer: City of Tomball

By: (Name typed or printed) Ben Griffin

Signature *Ben Griffin*

Title City Manager

Date November 21, 2005

Pamela Thompson
11/21/2005

Accepted By: **Amegy Bank National Association**

By: (Name typed or printed) Judy Mowdy

Signature _____

Title Vice President

Date _____

2005/11/17-0070V001
FUT004

FUT004

2005/11/17-0070V001

AmegyBank

P. O. Box 27459
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Corporate Treasury Management Services Agreement

☒ New Service ☐ Additional Document ☐ Replacement Document
☒ NetST@R ☐ STAR

FUNDS TRANSFER WRITTEN OR TELEPHONE SERVICE EXHIBIT

COMPANY CONTACT & ADDRESS

Name: Sherrie Mattson Telephone: (281)351-5484 Fax: (281)351-4735
Address: 401 Market Street, Tomball, Texas 77375

SPECIAL INSTRUCTIONS

2 accounts - 2 users - New set up

Customer: City of Tomball

Ben Griffin

By: (Name typed or printed)

Ben Griffin
Signature

City Manager

Title

November 21, 2005

Date

Pamela Thompson
11/21/2005

Accepted By: **Amegy Bank National Association**

Judy Mowdy

By: (Name typed or printed)

Judy Mowdy
Signature

Vice President

Title

November 21, 2005

Date

2005/11/17-0070V001
FUT004

e-statements SM SUPPLEMENTAL AGREEMENT

The following provisions constitute an amendment to the Rules and Regulations (the "Rules") of Amegy Bank National Association (hereinafter referred to as "we", "our", "us", and "Bank") concerning electronic delivery of statements and notices concerning accounts, including time deposits, maintained by any individual, corporation, partnership, association, or other legal entity (herein referred to as "you", "yours", and "Depositor"). To the extent there is any conflict between any statement made in this e-statements SM Supplemental Agreement (the "Agreement") and the Rules, this Agreement shall control.

1. ELECTION AND AUTHORIZATION FOR ELECTRONIC DELIVERY

By signing the e-statements SM Enrollment Form, you elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide to you under applicable Federal and State statutes and their implementing regulations, as amended from time to time, including:

- Truth in Lending Act
- Truth in Savings Act
- Fair Credit Reporting Act
- Electronic Funds Transfer Act
- Home Mortgage Disclosure Act
- Fair Housing Act
- Equal Credit Opportunity Act
- Consumer Leasing Act
- National Bank Act
- Texas Banking Act

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your signature below also authorizes us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these statutes after they become effective. If there is more than one Depositor that is a party to the account, notice to any one Depositor will be effective for all.

2. SECURITY MEASURES

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s) and notices. Upon your election of the e-statements SM service, the Bank will "prenote" your e-mail address by sending you a test e-mail and requiring you to reply to us prior to initiating our e-statements SM services. Our security consists of 64-bit encryption of the data on the e-statements SM to protect it while in transit over the Internet. Subject to Paragraph 7 below, once you receive and open an e-statement, it is decrypted by use of a software program we will provide to you and a unique password until such time that you exit the e-statement, when it is once again encrypted at the 64 bit level and password protected.

YOU UNDERSTAND THAT THESE INDUSTRY STANDARDS ARE DYNAMIC AND CONSTANTLY DEVELOPING. BY SIGNING THE ENROLLMENT FORM FOR e-statements SM, YOU ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE RISKS TO ELECTRONIC DELIVERY OF ACCOUNT STATEMENT(S) AND NOTICES, INCLUDING, BUT NOT LIMITED TO, DELAY OR FAILURE OF DELIVERY DUE TO TECHNICAL DIFFICULTIES, WEATHER CONDITIONS (INCLUDING BUT NOT LIMITED TO SUN SPOTS), MATTERS BEYOND OUR REASONABLE CONTROL OR INTERCEPTION AND/OR ALTERATION OF SUCH ACCOUNT STATEMENT(S) AND NOTICES BY THIRD PARTIES IN SPITE OF THE BANK'S COMMERCIALLY REASONABLE SECURITY MEASURES.

BY SIGNING THE ENROLLMENT FORM FOR e-statements SM, YOU REPRESENT THAT YOU HAVE CONSIDERED OUR SECURITY MEASURES AND FIND THAT OUR SECURITY MEASURES ARE COMMERCIALY REASONABLE. IN REACHING THIS CONCLUSION, YOU HAVE CONSIDERED THE HISTORICAL AND POTENTIAL FUTURE CONTENT OF YOUR ACCOUNT STATEMENT(S), THE RISKS ASSOCIATED WITH ELECTRONIC DELIVERY OF ACCOUNT STATEMENT(S) AND OUR SECURITY PROCEDURES. IF YOU CONCLUDE THAT OUR SECURITY PROCEDURES CEASE TO BE COMMERCIALY REASONABLE IN THE FUTURE, YOU MUST TERMINATE THIS AGREEMENT IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH 10 BELOW.

3. YOUR COMPUTER'S SPECIFICATIONS

In order to receive e-statements SM services, your computer hardware, software and your Internet service provider ("ISP") must meet the following specifications:

- Pentium Class Computer
- 32 MB RAM
- 200 MB Free Disk Space
- Windows 95, 98 or NT 4.0 Operating System
- ISP Allows E-mail Attachments Up To 500 KB

4. E-MAIL ADDRESS

We will send your periodic account statement(s) to you via e-mail to the last known e-mail address provided by you. You agree to notify us promptly in writing (by letter sent via U.S. Mail) of any change of your e-mail address. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail or telephone. If you have not notified us in writing of any change to your e-mail address, you agree that your failure to provide us with a good e-mail address is the lack of ordinary care on your part. If we become aware that you are not receiving your e-statement(s) and notices, we will send your e-statement(s) and notices to you via U.S. Mail to your last address known to us.

If you have a "multiple-party account" as defined in the Rules, your e-mail address may be changed using the procedure described above by any authorized party to your account. THE BANK SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE E-MAIL ADDRESS IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.

5. PROMPT REVIEW OF e-statements SM

Your e-statement will be dated the day the e-statement is sent to you by e-mail (the "E-mail Date"). You must promptly review your e-statement and any accompanying items and notify us in writing or via e-mail at customer.statements@swbanktx.com (within the applicable time periods specified in the Rules) of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone other than you to review your

statements, you must still review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities because you will be responsible for the wrongful acts of your employees and agents. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the e-statement.

6. CHANGING YOUR PASSWORD

If you would like to change your password, you must notify us in writing (by letter sent via U.S. Mail) to request the password change. For your protection and for security purposes, we will not accept any change of password notices via e-mail or telephone. The procedure for changing your current password is to simply set forth in a letter your current password, which we will then verify, and clearly set forth your new password. We will notify you via e-mail to verify the change to your new password.

If you have a "multiple-party account" as defined in the Rules, your password may be changed using the procedure described above by any authorized party to your account. THE BANK SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE PASSWORD IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.

You agree that the Bank has no control as to the persons who have access to your personal computer and your password once it is in your possession. The Bank will not be liable for any unauthorized access to your personal computer using your password. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or unauthorized use of your password.

7. DISCLAIMER OF WARRANTY

WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE PROGRAM USED TO ACCESS THE e-statements SM SERVICES, AND WE DO NOT WARRANT THAT THE SOFTWARE PROGRAM OR THAT e-statements SM SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE AND ADEQUACY OF THE SOFTWARE PROGRAM OR THE e-statements SM SERVICES WE PROVIDE UNDER THIS AGREEMENT. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. NOTICE OF UNAUTHORIZED ACCESS

If you believe your e-statement is lost or that someone has obtained access to your e-statement without your permission, call us at (713) 235-8810 (press 120 to speak to a representative) or write us at Amegy Bank, Customer Service, P.O. Box 27459, Houston, Texas 77227-7459.

9. LIABILITY; INDEMNIFICATION

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE e-statements SM SERVICES AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

WE SHALL BE LIABLE ONLY FOR MATERIAL LOSSES WHICH ARE THE DIRECT RESULT OF OUR OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE e-statements SM SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY e-statements SM SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING e-statements SM SERVICES IN THE EVENT SUCH FAILURE, DISRUPTION OR DELAY IS DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OR DISRUPTION OF ELECTRIC POWER, COMPUTER EQUIPMENT, TELECOMMUNICATIONS SYSTEMS, YOUR ISP, OR WEATHER CONDITIONS. WE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES.

EXCEPT TO THE EXTENT THAT WE ARE LIABLE UNDER THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THESE e-statements SM SERVICES. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. TERMINATION/AMENDMENT

This Agreement shall remain in full force and effect until it is terminated by either party upon thirty (30) days' prior written notice to the other party. We also have the right to terminate this Agreement immediately, with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement which you may have with us or any applicable rule or regulation which may govern your account(s), including the Rules. If we terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received. Any amendment or revision to this Agreement must be executed in writing by an authorized party to your account and attached to our copy of the Agreement as well as noted in our account records.

11. GOVERNING LAW/JURISDICTION/SEVERABILITY

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas and any applicable Federal laws and regulations. You irrevocably submit to the jurisdiction of any Federal or State court sitting in the State of Texas for any action that you bring and agree that, in any action brought under this Agreement, venue shall be placed in Harris County. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

12. ARBITRATION

THIS AGREEMENT INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF AN ARBITRATION AGREEMENT LOCATED IN THE RULES, WHICH GOVERNS ACCOUNTS AND OTHER AGREEMENTS AND SERVICES OFFERED BY THE BANK AND PURSUANT TO WHICH THE DEPOSITOR AND THE BANK AGREE, UPON THE REQUEST OF THE DEPOSITOR OR THE BANK, TO SUBMIT TO MANDATORY BINDING ARBITRATION ANY "DISPUTE" AS THAT TERM IS DEFINED IN THE RULES.

EST001

2005/11/17-0069V001

AmegyBank

P. O. Box 27459
Houston, Texas 77227-7459
Member FDIC

**E-STATEMENT ENROLLMENT
ALTERNATIVE DELIVERY SET-UP**

Account Number: _____ Account Name: City of Tomball – Consolidated Operating Account
Discontinue Paper Statement? ☒ Yes ☐ No
E-mail Address: SMATTSON@C1.TOMBALL.TX.US PIN Number: _____
E-mail Address: BGRIFFIN@C1.TOMBALL.TX.US PIN Number: _____

Account Number: _____ Account Name: City of Tomball – Payroll Account
Discontinue Paper Statement? ☒ Yes ☐ No
E-mail Address: SMATTSON@C1.TOMBALL.TX.US PIN Number: _____
E-mail Address: BGRIFFIN@C1.TOMBALL.TX.US PIN Number: _____

Account Number: _____ Account Name: City of Tomball – Economic Development Corp
Discontinue Paper Statement? ☒ Yes ☐ No
E-mail Address: SMATTSON@C1.TOMBALL.TX.US PIN Number: _____
E-mail Address: BGRIFFIN@C1.TOMBALL.TX.US PIN Number: _____

Account Number: _____ Account Name: City of Tomball – Safekeeping Account
Discontinue Paper Statement? ☒ Yes ☐ No
E-mail Address: SMATTSON@C1.TOMBALL.TX.US PIN Number: _____
E-mail Address: BGRIFFIN@C1.TOMBALL.TX.US PIN Number: _____

Note: Designate your Personal Identification Number (PIN). The PIN must be a minimum of eight alphanumeric characters and a maximum of ten. Please print in uppercase letters.

SPECIAL INSTRUCTIONS

EST - 4 accounts - New set up

COMPANY CONTACT INFORMATION

Name: Sherrie Mattson Phone: (281)351-5484 Fax: (281)351-4735
Address: 401 Market Street Tomball, Texas

By signing below, you represent that you have read, understood, and agreed to the terms and conditions of the e-statementsSM Supplemental Agreement and that you have caused this enrollment form to be executed and warrant that you or your respective signatories, whose signatures appear below, have been and are as of the date of this form, duly authorized by all necessary action in accordance with their governing instruments, if applicable, to execute this enrollment form.

AGREED TO AND ACCEPTED:

By: Ben Griffin
Printed Name: Ben Griffin Title: City Manager
Company Name: City of Tomball
Date: November 21, 2005



P. O. Box 27459
Houston, Texas 77227-7459
Member FDIC

Corporate Treasury Management Services Agreement

☒ New Service

☐ Additional Document

☐ Replacement Document

☒ NetST@R

☐ ST@R

BALANCE REPORTING SERVICE EXHIBIT

AUTHORIZED ACCOUNTS

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	SERVICES
	City of Tomball Consolidated Operating Account	BR, 704
	City of Tomball Payroll	BR, 704
	City of Tomball Safekeeping Account	BR
	City of Tomball Economic Development Corp Account	BR

If adding additional accounts, do all existing users have access to the above accounts?

☐ Yes ☐ No

If "No", please specify: _____

AUTHORIZED USERS

USER NAME	ACCOUNT(S) TO ACCESS	SERVICE(S) TO ACCESS
Ben Griffin	ALL	ALL
Sherrie Mattson	ALL	ALL
Lisa Coe		ALL

BILLING ACCOUNT NUMBER

COMPANY CONTACT INFORMATION

Name: Sherrie Mattson

Telephone: (281)351-5484

Fax: (281)351-4735

Address: 401 Market Street, Tomball, Texas 77375

SPECIAL INSTRUCTIONS

4 accounts - 3 users - New set up

Customer Code: NEW

Customer: City of Tomball

Ben Griffin

By: (Name typed or printed)

Signature

City Manager

Title

Date

November 21, 2005
Pamela Thompson
11/21/2005

Accepted By: Amegy Bank National Association

Judy Mowdy

By: (Name typed or printed)

Signature

Vice President

Title

Date

2005/11/17-0068V001
BAL001

FTR001

2005/11/17-0077V001

AmegyBank

P. O. Box 27459
Houston, Texas 77227-7459
Member FDIC

Corporate Treasury Management Services Agreement

☒ New

☐ Additional Document

☐ Replacement Document

FILE TRANSFER SERVICE EXHIBIT

ENCRYPTION ELECTION:

☒ **Encrypt** – Customer elects to send and/or receive transmitted files using one of the following encryption solutions:

☐ PGP Desktop Security

☒ F-Protect

☐ **Do not Encrypt** – Customer elects to send and/or receive transmitted files without the use of encryption. Customer agrees that in making such election, it accepts all risks of unauthorized access to or interception of the transmitted data. Customer agrees to hold Bank harmless from any and all damages, which arise, directly or indirectly, as a result of unauthorized access to or interception of the transmitted data.

If encrypted data will be sent from the United States to a foreign destination or from a foreign country into the United States, please read and initial the following.

A. Customer agrees that Customer, and not Bank, bears the sole responsibility and obligation with respect to compliance by the encryption services and products provided by Bank under and in connection with this Agreement (the "Encryption Services") with the laws of all jurisdictions other than the United States of America and the states thereof ("Foreign Jurisdictions"). If Customer is organized under the laws of a Foreign Jurisdiction, or if Customer transfers data which is encrypted by means of the Encryption Services from a Foreign Jurisdiction into the United States of America or from the United States of America to a Foreign Jurisdiction, then in each case, Customer Agrees that Customer (a) will consult with its legal counsel regarding compliance by the Encryption Services with the laws of such Foreign Jurisdiction, and (b) will comply in all respects with the laws of such other jurisdiction with respect to the Encryption Services.

_____ By initialing, Customer acknowledges and agrees to conditions stated in Paragraph I. A. – Encryption.

FILE TRANSMISSION TYPE

ACH	☒ Incoming	☐ Outgoing
ARP	☐ Incoming	☐ Outgoing
e-Business	☐ Incoming	☐ Outgoing
EDI	☐ Incoming	☐ Outgoing
Lockbox Data	☐ Incoming	☐ Outgoing
Lockbox Image		☐ Outgoing
Other		

Payroll Card	☐ Incoming	☐ Outgoing
Positive Pay	☐ Incoming	
Q-Recon		☐ Outgoing
Returned Items		☐ Outgoing
Vault	☐ Incoming	
Wires	☐ Incoming	

FILE NAME (For Incoming and/or encrypted files): _____

TAX ID (for incoming variable name files): 74-6003588

Account Number: _____

COMPRESSION

☐ Compress files using WinZip

☐ Compress files using pkzip

Customer: City of Tomball

Ben Griffin

By: (Name typed or printed)

Ben Griffin

Signature

City Manager

Title

November 21, 2005

Date

Pamela Thompson
11/21/2005

Accepted By: Amegy Bank National Association

Judy Mowdy

By: (Name typed or printed)

Signature

Vice President

Title

Date

2005/11/17-0077V001
FTR001



P. O. Box 27459
Houston, Texas 77227-7459
Member FDIC

Corporate Treasury Management Services Agreement

☒ New

☐ Additional Document

☐ Replacement Document

FILE TRANSFER SERVICE EXHIBIT

FILE TRANSMISSION METHOD

☐ Async (PC to PC) ☐ Bisync (Mainframe/ Unix / AS400)	E-mail Address: _____ CC: _____	☐ FTP Amegy Bank Server – (Pull)
	☒ NetSTAR File Transfer 128-bit browser-based encryption Administrator: _____	☐ FTP Client Server – (Push) IP Address: _____ ID/Password: _____

COMPANY CONTACT INFORMATION

Name: Sherrie Mattson
Address: 401 Market Street, Tomball, Texas, 77375

Phone Number: (281)351-5484
E-mail: _____

NOTIFICATION

Customer Notification Required? ☒ Yes ☐ No
Notify E-Mail Address: LCOE@C1.TOMBALL.TX.US
CC: _____

SPECIAL INSTRUCTIONS

2- Accounts - New set up

Customer: City of Tomball

Ben Griffin
By: (Name typed or printed)

Ben Griffin
Signature

City Manager
Title

November 21, 2005
Date

Pamela Thompson
11/21/2005

Accepted By: Amegy Bank National Association

Judy Mowdy
By: (Name typed or printed)

Signature

Vice President
Title

Date

2005/11/17-0077V001
FTR001

ACH001

2005/11/17-0078V001

AmegyBankP. O. Box 27459
Houston, Texas 77227-7459
Member FDIC**Corporate Treasury Management Services Agreement**☒ New Service ☐ Additional Document ☐ Replacement Document**ACH SERVICE EXHIBIT****TRANSACTION TYPES**

- ☐ Cash Concentration
☐ Corporate w/ Offsets
☐ Tax Payments*
☐ Vendor Payments
☒ Direct Deposit*

*ACH Calendar preferred

- ☒ Cash Disbursement
☐ Corporate Cross-border
☐ Internal/Book Transfer
☐ Consumer Cross-border
☒ Pre-authorized Debit

- ☐ Corporate
☐ Data Import Capability
☐ Consumer w/ Offsets
☐ Child Support Payments
☐ Re-Presented Check Payments

ACCOUNT NUMBERS

ACCOUNT NAME	OFFSET ACCOUNT	RETURN ACCOUNT	RECLEAR (Yes/No)	TAX ID NUMBER	Book Transfer Only
City of Tomball - Payroll			No	74-600358A	Yes
City of Tomball - Consolidated Operational			No	74-6003588	Yes

RETURN NOTIFICATION: ☐ Phone ☐ Fax ☐ Mail ☒ Balance Reporting Return Report

RETURN NOTIFICATION CONTACT: _____ Contact Phone: _____ Contact Fax: _____

FILE CREATION METHOD: NetST@R File Transfer / NetST@R ACH**SECURITY**

The following are Authorized Representatives for NetST@R ACH services. Please indicate the Authorized Administrator's name and phone number in the columns below.

COMPANY ADMINISTRATOR	PHONE NUMBER
Sherrie Mattson	(281)351-5484
AUTHORIZED REPRESENTATIVE	PHONE NUMBER
Lisa Coe	(281)351-5484
Bill Haines	(281)351-5484
Julie Stafford	(281)351-5484
Sherrie Mattson	(281)351-5484

BILLING ACCOUNT

Billing Account Number: _____

COMPANY CONTACT INFORMATIONName: Sherrie Mattson Telephone: (281)351-5484 Fax: (281)351-4735
Address: 401 Market Street, Tomball, Texas 77375**SPECIAL INSTRUCTIONS**2 accounts - New set upMaster Tax ID: 74-6003588Customer Code: NEWCustomer: City of TomballBy: (Name typed or printed) Ben Griffin

Signature _____

City Manager
TitleDate November 21, 2005
Pamela Thompson
8/10/2005

Accepted By: Amegy Bank National Association

By: (Name typed or printed) Judy Mowdy

Signature _____

Vice President
Title

Date _____

2005/11/17-0078V001
ACH001

SIGNATURE CARD

2005/11/17-0049V001

AmegyBank

P.O. Box 27459
Houston, Texas 77227-7459
Member FDIC

DEPOSITOR
CITY OF TOMBALL
ADDRESS
401 MARKET STREET TOMBALL, TEXAS 77375
MAILING ADDRESS (If different from above)

CIF# C100044	Account Number	Office/Officer 076/JYM
Opened By	Open Date	Open Amount
Account Type PUBLIC FUNDS MM CHECKING		
Ownership PUBLIC FUNDS		
Employment		
Home Phone		Business Phone (281)351-5484

Facsimile ☐ Yes ☒ NO

1 X BEN GRIFFIN CITY MANAGER
DI #:

2 X MARY GOKER ASSISTANT CITY MANAGER
DL #:

3 X DORIS SPEER CITY SECRETARY
DL #:

4 X SHERRIE MATTSON FINANCE DIRECTOR
DL #:

Number of signatures required for withdrawal 1

5 X H. G. HARRINGTON MAYOR
DL #:

6 X GRETCHEN FAGAN MAYOR PRO-TEM
DL #:

7 X
DL #:

8 X
DL #:

SIGNATURES – In consideration of Bank's agreement to open this account, and other value received by each signer, the Depositor (whether one or more) agrees to the terms stated on this form and acknowledges receipt of this signature card and (if checked) ☒ Truth-In-Savings Disclosure ☒ Schedule of Fees and Charges ☐ TIN instructions ☐ Funds Availability Disclosure ☐ Electronic Funds Transfer Disclosure ☒ Bank rules and regulations ☐ Any separate account agreement. The terms and conditions of all receipted documents are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of any separately receipted document and this Agreement, the term of the separately receipted document shall govern and control. Depositor also authorizes Bank to check credit and employment history should it deem necessary. Without limiting the foregoing, depositor agrees to be bound by the terms and the provisions of the Arbitration Agreement in the Bank's Rules and Regulations Governing Accounts which is incorporated by referenced herein. The terms and conditions of all receipted documents with all terms and conditions stated, are incorporated by this reference.

☒ **TAXPAYER I.D. NUMBER** – My correct taxpayer identification number (TIN) is:
74-6003588

☐ **APPLIED FOR TAXPAYER I.D. NUMBER** – A taxpayer identification number has not been issued to me. I mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office (or I intend to mail or deliver an application in the near future). I understand that if I do not provide a taxpayer identification number to the payer within 60 days, the payer is required to withhold 30 percent of all reportable payments thereafter made to me until I provide a number.

☐ **EXEMPT RECIPIENTS** – I am exempt under the Internal Revenue Service Regulations.

☒ **U.S. PERSON** – I am a U.S. person (including a U.S. resident alien).

☒ **BACKUP WITHHOLDING** – I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Signature – By signing below, I certify under penalties of perjury the statements checked on this form.

X BEN GRIFFIN

BACKUP WITHHOLDING CERTIFICATION

The following information applies to Commercial Accounts only: I acknowledge that I have been informed Amegy Bank offers Positive Pay services for check fraud risk reduction. ☐ I will use ☐ I will not use the Positive Pay service.

BEN GRIFFIN
Signature of Company Representative

CITY OF TOMBALL
Name of Company

November 21, 2005
Date

Special Instructions

DO NOT CLOSE ON ZERO BALANCE

Beneficiary Information

SIGNATURE CARD

2005/11/17-0048V001

AmegyBank

P.O. Box 27459
Houston, Texas 77227-7459
Member FDIC

DEPOSITOR
CITY OF TOMBALL
ADDRESS
401 MARKET STREET TOMBALL, TEXAS 77375
MAILING ADDRESS (If different from above)

CIF# C100044	Account Number	Office/Officer 076/JYM
Opened By	Open Date	Open Amou
Account Type PUBLIC FUNDS MM CHECKING		
Ownership PUBLIC FUNDS		
Employment		
Home Phone		Business Phone (281)351-5484

Facsimile ☐ Yes ☒ NO

1 ☒ Ben Griffin
BEN GRIFFIN CITY MANAGER
DL #:

2 ☒ Mary Coker
MARY COKER ASSISTANT CITY
MANAGER
DL #:

3 ☒ Doris Speer
DORIS SPEER CITY SECRETARY
DL #:

4 ☒ Sherrie Mattson
SHERRIE MATTSON FINANCE DIRECTOR
DL #:

Number of signatures required for withdrawal 1

5 ☒ H. G. Harrington
H. G. HARRINGTON MAYOR
DL #:

6 ☒ Gretchen Fagan
GRETCHEN FAGAN MAYOR PRO-TEM
DL #:

7 ☐

8 ☐

SIGNATURES – In consideration of Bank's agreement to open this account, and other value received by each signer, the Depositor (whether one or more) agrees to the terms stated on this form and acknowledges receipt of this signature card and (if checked) ☒ Truth-In-Savings Disclosure ☒ Schedule of Fees and Charges ☐ TIN instructions ☐ Funds Availability Disclosure ☐ Electronic Funds Transfer Disclosure ☒ Bank rules and regulations ☐ Any separate account agreement. The terms and conditions of all receipted documents are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of any separately receipted document and this Agreement, the term of the separately receipted document shall govern and control. Depositor also authorizes Bank to check credit and employment history should it deem necessary. Without limiting the foregoing, depositor agrees to be bound by the terms and the provisions of the Arbitration Agreement in the Bank's Rules and Regulations Governing Accounts which is incorporated by referenced herein. The terms and conditions of all receipted documents with all terms and conditions stated, are incorporated by this reference.

☒ **TAXPAYER I.D. NUMBER** – My correct taxpayer identification number (TIN) is:
74-6003588

APPLIED FOR TAXPAYER I.D. NUMBER – A taxpayer identification number has not been issued to me. I mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office (or I intend to mail or deliver an application in the near future). I understand that if I do not provide a taxpayer identification number to the payer within 60 days, the payer is required to withhold 30 percent of all reportable payments thereafter made to me until I provide a number.

EXEMPT RECIPIENTS – I am exempt under the Internal Revenue Service Regulations.

☒ **U.S. PERSON** – I am a U.S. person (including a U.S. resident alien).

☒ **BACKUP WITHHOLDING** – I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Signature – By signing below, I certify under penalties of perjury the statements checked on this form.

☒ Ben Griffin
BACKUP WITHHOLDING CERTIFICATION

The following information applies to Commercial Accounts only: I acknowledge that I have been informed Amegy Bank offers Positive Pay services for check fraud risk reduction. ☐ I will use ☐ I will not use the Positive Pay service.

Ben Griffin
Signature of Company Representative

CITY OF TOMBALL
Name of Company

November 21, 2005
Date

Special Instructions

DO NOT CLOSE ON ZERO BALANCE

Beneficiary Information

SIGNATURE CARD

2005/11/17-0047V001

AmegyBank

P.O. Box 27459
Houston, Texas 77227-7459
Member FDIC

DEPOSITOR
CITY OF TOMBALL
ADDRESS
401 MARKET STREET TOMBALL, TEXAS 77375
MAILING ADDRESS (If different from above)

CIF# C100044	Account Number	Office/Officer 076/JYM
Opened By	Open Date	Open Amount
Account Type PUBLIC FUNDS MM CHECKING		
Ownership PUBLIC FUNDS		
Employment		
Home Phone		Business Phone (281)351-5484

Facsimile ☐ Yes ☒ NO

1 X Ben Griffin
BEN GRIFFIN CITY MANAGER
DL #:

2 X Mary Coker
MARY COKER ASSISTANT CITY
MANAGER
DL #:

3 X Doris Speer
DORIS SPEER CITY SECRETARY
DL #:

4 X Sherrie Mattson
SHERRIE MATTSON FINANCE DIRECTOR
DL #:

Number of signatures required for withdrawal 1

5 X H. O. Harrington
H. O. HARRINGTON MAYOR
DL #:

6 X Gretchen Fagan
GRETCHEN FAGAN MAYOR PRO-TEM
DL #:

7 X
DL #:

8 X
DL #:

SIGNATURES – In consideration of Bank's agreement to open this account, and other value received by each signer, the Depositor (whether one or more) agrees to the terms stated on this form and acknowledges receipt of this signature card and (if checked) ☒ Truth-In-Savings Disclosure ☒ Schedule of Fees and Charges ☐ TIN instructions ☐ Funds Availability Disclosure ☐ Electronic Funds Transfer Disclosure ☒ Bank rules and regulations ☐ Any separate account agreement. The terms and conditions of all receipted documents are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of any separately receipted document and this Agreement, the term of the separately receipted document shall govern and control. Depositor also authorizes Bank to check credit and employment history should it deem necessary. Without limiting the foregoing, depositor agrees to be bound by the terms and the provisions of the Arbitration Agreement in the Bank's Rules and Regulations Governing Accounts which is incorporated by referenced herein. The terms and conditions of all receipted documents with all terms and conditions stated, are incorporated by this reference.

☒ TAXPAYER I.D. NUMBER – My correct taxpayer identification number (TIN) is:
74-6003588

APPLIED FOR TAXPAYER I.D. NUMBER – A taxpayer identification number has not been issued to me. I mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office (or I intend to mail or deliver an application in the near future). I understand that if I do not provide a taxpayer identification number to the payer within 60 days, the payer is required to withhold 30 percent of all reportable payments thereafter made to me until I provide a number.

EXEMPT RECIPIENTS – I am exempt under the Internal Revenue Service Regulations.

☒ **U.S. PERSON** – I am a U.S. person (including a U.S. resident alien).

☒ **BACKUP WITHHOLDING** – I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Signature – By signing below, I certify under penalties of perjury the statements checked on this form.

X Ben Griffin

BACKUP WITHHOLDING CERTIFICATION

The following information applies to Commercial Accounts only: I acknowledge that I have been informed Amegy Bank offers Positive Pay services for check fraud risk reduction. I will use ☐ I will not use the Positive Pay service.

Ben Griffin
Signature of Company Representative

CITY OF TOMBALL
Name of Company

November 21, 2005
Date

Special Instructions
DO NOT CLOSE ON ZERO BALANCE
Beneficiary Information

SIGNATURE CARD

2005/11/17-0045V001

AmegyBankP.O. Box 27459
Houston, Texas 77227-7459
Member FDIC

DEPOSITOR
CITY OF TOMBALL TOMBALL ECONOMIC DEVELOPMENT ACCOUNT
ADDRESS
401 MARKET STREET TOMBALL, TEXAS 77375
MAILING ADDRESS (If different from above)

CIF# C100044	Account Number	Office/Officer 076/JYM
Opened By	Open Date	Open Amount
Account Type PUBLIC FUNDS MM CHECKING		
Ownership PUBLIC FUNDS		
Employment		
Home Phone		Business Phone (281)351-5484

Facsimile ☐ Yes ☒ NO

1 ☒ Ben Griffin
BEN GRIFFIN CITY MANAGER
DL #:

2 ☒ Mary Coker
MARY COKER ASSISTANT CITY
MANAGER
DL #:

3 ☒ Doris Speer
DORIS SPEER CITY SECRETARY
DL #:

4 ☒ Sherrie Mattson
SHERRIE MATTSON FINANCE DIRECTOR
DL #:

Number of signatures required for withdrawal 1

5 ☒ H. G. Harrington
H. G. HARRINGTON MAYOR
DL #:

6 ☒ Gretchen Fagan
GRETCHEN FAGAN MAYOR PRO-TEM
DL #:

7 ☐ _____
DL #:

8 ☐ _____
DL #:

SIGNATURES – In consideration of Bank's agreement to open this account, and other value received by each signer, the Depositor (whether one or more) agrees to the terms stated on this form and acknowledges receipt of this signature card and (if checked) ☒ Truth-In-Savings Disclosure ☒ Schedule of Fees and Charges ☐ TIN instruction Funds Availability Disclosure ☐ Electronic Funds Transfer Disclosure ☒ Bank rules and regulations ☐ Any separate account agreement. The terms and conditions of receipted documents are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of any separately receipted document and this Agreement, the term of the separately receipted document shall govern and control. Depositor also authorizes Bank to check credit and employment history should it deem necessary. Without limiting the foregoing, depositor agrees to be bound by the terms and the provisions of the Arbitration Agreement in the Bank's Rules and Regulations Governing Accounts which is incorporated by referenced herein. The terms and conditions of all receipted documents with all terms and conditions stated, incorporated by this reference.

☒ **TAXPAYER I.D. NUMBER** – My correct taxpayer identification number (TIN) is:
74-6003588

APPLIED FOR TAXPAYER I.D. NUMBER – A taxpayer identification number has not been issued to me. I mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office (or I intend to mail or deliver an application in the near future). I understand that if I do not provide a taxpayer identification number to the payer within 60 days, the payer is required to withhold 30 percent of all reportable payments thereafter made to me until I provide a number.

EXEMPT RECIPIENTS – I am exempt under the Internal Revenue Service Regulations.

☒ **U.S. PERSON** – I am a U.S. person (including a U.S. resident alien).

☒ **BACKUP WITHHOLDING** – I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Signature – By signing below, I certify under penalties of perjury the statements checked on this form.

☒ Ben Griffin
BACKUP WITHHOLDING CERTIFICATION

The following information applies to Commercial Accounts only: I acknowledge that I have been informed Amegy Bank offers Positive Pay services for check fraud risk reduction. I will use ☐ I will not use the Positive Pay service. ☐

Ben Griffin
Signature of Company Representative

CITY OF TOMBALL
Name of Company

November 21, 2005
Date

Special Instructions**DO NOT CLOSE ON ZERO BALANCE****Beneficiary Information**

SIGNATURE CARD

2005/11/17-0044V001

AmegyBankP.O. Box 27459
Houston, Texas 77227-7459
Member FDIC

DEPOSITOR
CITY OF TOMBALL SAFEKEEPING ACCOUNT
ADDRESS
401 MARKET STREET TOMBALL, TEXAS 77375
MAILING ADDRESS (If different from above)

CIF# C100044	Account Number	Office/Officer 076/JYM
Opened By	Open Date	Open Amount
Account Type PUBLIC FUNDS MM CHECKING		
Ownership PUBLIC FUNDS		
Employment		
Home Phone		Business Phone (281)351-5484

Facsimile ☐ Yes ☒ NO

1 ☒ BEN GRIFFIN CITY MANAGER
DL #:

2 ☒ MARY COKER ASSISTANT CITY MANAGER
DL #:

3 ☒ DORIS SPEER CITY SECRETARY
DL #:

4 ☒ SHERRIE MATTSON FINANCE DIRECTOR
DL #:

Number of signatures required for withdrawal 1

5 ☒ H. G. HARRINGTON MAYOR
DL #:

6 ☒ GRETCHEN FAGAN MAYOR PRO-TEM
DL #:

7 ☐ _____
DL #:

8 ☐ _____
DL #:

SIGNATURES – In consideration of Bank's agreement to open this account, and other value received by each signer, the Depositor (whether one or more) agrees to stated on this form and acknowledges receipt of this signature card and (if checked) ☒ Truth-In-Savings Disclosure ☒ Schedule of Fees and Charges ☐ TIN in Funds Availability Disclosure ☐ Electronic Funds Transfer Disclosure ☒ Bank rules and regulations ☐ Any separate account agreement. The terms and conditions of the account are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of any separately receipted document Agreement, the term of the separately receipted document shall govern and control. Depositor also authorizes Bank to check credit and employment history should it necessary. Without limiting the foregoing, depositor agrees to be bound by the terms and the provisions of the Arbitration Agreement in the Bank's Rules Regulations Governing Accounts which is incorporated by referenced herein. The terms and conditions of all receipted documents with all terms and conditions incorporated by this reference.

☒ **TAXPAYER I.D. NUMBER** – My correct taxpayer identification number (TIN) is:
74-6003588

☐ **APPLIED FOR TAXPAYER I.D. NUMBER** – A taxpayer identification number has not been issued to me. I mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office (or I intend to mail or deliver an application in the near future). I understand that if I do not provide a taxpayer identification number to the payer within 60 days, the payer is required to withhold 30 percent of all reportable payments thereafter made to me until I provide a number.

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☒ **U.S. PERSON** – I am a U.S. person (including a U.S. resident alien).

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☒ BEN GRIFFIN
BACKUP WITHHOLDING CERTIFICATION

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BEN GRIFFIN
Signature of Company Representative

CITY OF TOMBALL
Name of Company

November 21, 2005
Date

Special Instructions
DO NOT CLOSE ON ZERO BALANCE

Beneficiary Information

SIGNATURE CARD

2005/11/17-0043V001

AmegyBankP.O. Box 27459
Houston, Texas 77227-7459
Member FDIC

DEPOSITOR
CITY OF TOMBALL PAYROLL ACCOUNT
ADDRESS
401 MARKET STREET TOMBALL, TEXAS 77375
MAILING ADDRESS (If different from above)

CIF# C100044	Account Number	Office/Officer 076/JYM
Opened By	Open Date	Open Amount
Account Type PUBLIC FUNDS MM CHECKING		
Ownership PUBLIC FUNDS		
Employment		
Home Phone		Business Phone (281)351-5484

Facsimile ☐ Yes ☒ NO

1 ☒ Ben Griffin
BEN GRIFFIN CITY MANAGER
DL #:

2 ☒ Mary Coker
MARY COKER ASSISTANT CITY
MANAGER
DL #:

3 ☒ Doris Speer
DORIS SPEER CITY SECRETARY
DL #:

4 ☒ Sherrie Mattson
SHERRIE MATTSON FINANCE DIRECTOR
DL #:

Number of signatures required for withdrawal 1

5 ☒ H. G. Harrington
H. G. HARRINGTON MAYOR
DL #:

6 ☒ Gretchen Fagan
GRETCHEN FAGAN MAYOR PRO-TEM
DL #:

7 ☐ _____
DL #:

8 ☒ _____
DL #:

SIGNATURES – In consideration of Bank's agreement to open this account, and other value received by each signer, the Depositor (whether one or more) agrees to the terms stated on this form and acknowledges receipt of this signature card and (if checked) ☒ Truth-In-Savings Disclosure ☒ Schedule of Fees and Charges ☐ TIN instructions ☐ Funds Availability Disclosure ☐ Electronic Funds Transfer Disclosure ☒ Bank rules and regulations ☐ Any separate account agreement. The terms and conditions of all receipted documents are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of any separately receipted document and the Agreement, the term of the separately receipted document shall govern and control. Depositor also authorizes Bank to check credit and employment history should necessary. Without limiting the foregoing, depositor agrees to be bound by the terms and the provisions of the Arbitration Agreement in the Bank's Rule Regulations Governing Accounts which is incorporated by referenced herein. The terms and conditions of all receipted documents with all terms and conditions incorporated by this reference.

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74-6003588

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Ben Griffin
Signature of Company Representative

CITY OF TOMBALL
Name of Company

November 21, 2005
Date

Special Instructions
DO NOT CLOSE ON ZERO BALANCE

Beneficiary Information

SIGNATURE CARD

2005/11/17-0042V001

AmegyBankP.O. Box 27459
Houston, Texas 77227-7459
Member FDIC**DEPOSITOR****CITY OF TOMBALL
CONSOLIDATED OPERATING ACCOUNT****ADDRESS****401 MARKET STREET
TOMBALL, TEXAS 77375**

MAILING ADDRESS (If different from above)

CIF# C100044	Account Number	Office/Officer 076/JYM
Opened By	Open Date	Open Amount
Account Type PUBLIC FUNDS MM CHECKING		
Ownership PUBLIC FUNDS		
Employment		
Home Phone		Business Phone (281)351-5484

Facsimile ☐ Yes ☒ NO

1 ☒ Ben Griffin
BEN GRIFFIN CITY MANAGER
DL #:

2 ☒ Mary Coker
MARY COKER ASSISTANT CITY
MANAGER
DL #:

3 ☒ Doris Speer
DORIS SPEER CITY SECRETARY
DL #:

4 ☒ Sherrie Mattson
SHERRIE MATTSON FINANCE DIRECTOR
DL #:

Number of signatures required for withdrawal 1

5 ☒ H. G. Harrington
H. G. HARRINGTON MAYOR
DL #:

6 ☒ Gretchen Fagan
GRETCHEN FAGAN MAYOR PRO-TEM
DL #:

7 ☐ _____
DL #:

8 ☐ _____
DL #:

SIGNATURES – In consideration of Bank's agreement to open this account, and other value received by each signer, the Depositor (whether one or more) agrees to the terms stated on this form and acknowledges receipt of this signature card and (if checked) Truth-In-Savings Disclosure X Schedule of Fees and Charges TIN instructions Funds Availability Disclosure Electronic Funds Transfer Disclosure X Bank rules and regulations Any separate account agreement. The terms and conditions of all receipted documents are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of any separately receipted document and this Agreement, the term of the separately receipted document shall govern and control. Depositor also authorizes Bank to check credit and employment history should it deem necessary. Without limiting the foregoing, depositor agrees to be bound by the terms and the provisions of the Arbitration Agreement in the Bank's Rules and Regulations Governing Accounts which is incorporated by referenced herein. The terms and conditions of all receipted documents with all terms and conditions stated, are incorporated by this reference.

☒ **TAXPAYER I.D. NUMBER** – My correct taxpayer identification number (TIN) is:
74-6003588

APPLIED FOR TAXPAYER I.D. NUMBER – A taxpayer identification number has not been issued to me. I mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office (or I intend to mail or deliver an application in the near future). I understand that if I do not provide a taxpayer identification number to the payer within 60 days, the payer is required to withhold 30 percent of all reportable payments thereafter made to me until I provide a number.

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BACKUP WITHHOLDING CERTIFICATION

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Ben Griffin
Signature of Company Representative

CITY OF TOMBALL
Name of Company

November 21, 2005
Date

Special Instructions**DO NOT CLOSE ON ZERO BALANCE****Beneficiary Information**

CORPORATE AUTHORIZATION RESOLUTION

Amegy Bank National Association
P. O. Box 27459
Houston, Texas 77227-7459

By: **CITY OF TOMBALL**
401 MARKET STREET
TOMBALL, TEXAS 77375

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, _____ certify that I am Secretary (clerk) of the above named corporation organized under the laws of _____ Federal Employer I.D. Number 74-6003588, engaged in business under the trade name of CITY OF TOMBALL and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on _____ (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS: Any agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
<u>A. BEN GRIFFIN/CITY MANAGER</u>	X <u>Ben Griffin</u>	X _____
<u>B. MARY COKER/ASSISTANT CITY MANAGER</u>	X <u>Mary Coker</u>	X _____
<u>C. DORIS SPEER/CITY SECRETARY</u>	X <u>Doris Speer</u>	X _____
<u>D. SHERRIE MATTSON/FINANCE DIRECTOR</u>	X <u>Sherrie Mattson</u>	X _____
<u>E. H. G. HARRINGTON/MAYOR</u>	X <u>H. G. Harrington</u>	X _____
<u>F. GRETCHEN FAGAN/MAYOR PRO-TEM</u>	X _____	X _____
<u>G. /</u>	X _____	X _____
<u>H. /</u>	X _____	X _____

POWERS GRANTED: (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power.

Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, F, G and/or H	Description of Power	Indicate number of signatures required
_____	(1) Exercise all of the powers listed in this resolution.	_____
_____	(2) Open or close any deposit or share account(s) in the name of the Corporation.	_____
<u>A-F</u>	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	<u>1</u>
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
<u>A-F</u>	(7) Approve additions to, and deletions from, the list of Agents set forth above.	<u>1</u>
<u>A-F</u>	(8) Approve corrections or changes to this document	<u>1</u>
_____	(9) _____	_____

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation. In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on _____

Attest by One Other Officer

Secretary

(Page 1 of 2)

2005/11/17-0042V001

RESOLUTIONS

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as agents of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature Specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) ☐ This resolution is superseded by resolution dated _____

Comments:

Account Opening Document Checklist

An exception message will be placed on the account if any items are missing.

REQUIRED ON ALL ACCOUNTS

Completed Account Application			Valid ID (as outlined in the CIP Policy)	
Complete Customer Name			Signature Card	☒
Physical Address			Tax Identification Number (SSN, ITIN, EIN, W-8/W-9)	
Date of Birth**			ChexSystems Inquiry (New Customers only)**	

Special Documentation Required by Account Type

Association/Organization		Memorial/Benefit	
<i>Meeting minutes, Bylaws or Charter</i>		<i>Letter of Instruction for Deposits</i>	
<i>Lodge, Association or other Similar Resolution</i>		<i>Trustee's Tax ID</i>	
Campaign/PAC		Non-Profit (Status)	
<i>Agency Agreements (if necessary)</i>		<i>Letter of Determination from the IRS</i>	
State Office--Campaign Treasurer Appointment and Candidate's TIN		<i>All standard documents for business account type</i>	
Federal Office--Campaign/PAC EIN and Statement of Organization		Partnership (General, Joint Venture, Limited or Limited Liability Partnership (LLP))	
<i>Articles of Organization (PAC accounts)</i>		<i>Partnership Agreement</i>	
Corporation		<i>Partnership Resolution</i>	
<i>One of the following:</i>		<i>Certificate of Limited Partnership (if applicable)</i>	
<i>Articles of Incorporation</i>		<i>Assumed Name Certificate (if applicable)</i>	
<i>Certificate of Association (for Professional Associations)</i>		Public and Governmental Units	
<i>Certificate of Incorporation</i>		<i>Letter of Instructions from Investments</i>	☒
<i>Corporate Resolution</i>		Registered Limited Liability Partnership	
<i>Assumed Name Certificate (if applicable)</i>		<i>Letter from the Secretary of State acknowledging limited liability status</i>	
Estate		<i>All other documents needed for Partnership Accounts</i>	
<i>Letters of Testamentary -or-</i>		Representative Payee	
<i>Letters of Administration</i>		<i>Tax ID of Beneficial Owner</i>	
Guardianship		<i>Letter from Social Security Administration or VA</i>	
<i>Tax ID of Beneficial Owner</i>		Sole Proprietorship	
<i>Letter of Guardianship</i>		<i>Sole Proprietorship Resolution (if there is a non-spousal signer)</i>	
IOLTA		<i>Business Address on file</i>	
<i>Texas Equal Access to Justice Foundation Tax ID</i>		<i>Assumed Name Certificate</i>	
<i>Attorney's Tax ID</i>		Trust	
<i>IOLTA Form</i>		<i>Trust Tax ID -or-</i>	
<i>Power of Attorney for IOLTAs</i>		<i>Tax ID of Grantor</i>	
<i>All standard documents for business account type</i>		<i>Trust Certification form -or-</i>	
Limited Liability Company (LLC)		<i>Excerpts of Trust Agreement</i>	
<i>Certificate or Articles of Organization</i>		TUTMA (Texas Uniform Transfer to Minors Act)	
<i>Limited Liability Company Resolution</i>		<i>Tax ID of Minor</i>	
<i>Assumed Name Certificate (if applicable)</i>			

** Not Required for Commercial Accounts.

AMEGY BANK N.A.
4400 Post Oak Parkway
Houston, TX 77027
CITY OF TOMBALL - REQUESTED

Proposal Date
PRO FORMA ACCOUNT ANALYSIS
FOR THE MONTH OF Oct-10

EARNINGS CREDIT RATIO 0.500%

DEMAND DEPOSIT ANALYSIS SUMMARY

DAILY AVERAGE LEDGER BALANCE	\$1,745,093.66
LESS - INVESTED LEDGER BALANCES	\$0.00
NET AVERAGE LEDGER BALANCES	\$1,745,093.66
LESS - DAILY AVERAGE FLOAT	\$0.00
DAILY AVERAGE COLLECTED BALANCE	\$1,745,093.66
LESS - ADJUSTMENT FOR RESERVES	\$0.00
NET INVESTABLE BALANCE	\$1,745,093.66
AVERAGE DAILY NEGATIVE LEDGER BALANCE	\$0.00
AVERAGE DAILY NEGATIVE COLLECTED BALANCE	\$0.00
EARNINGS ON	\$1,745,093.66 0.500% \$741.07

ZIONS CODE	ACTIVITY DESCRIPTION	VOLUME	FEE BASIS PER UNIT	TOTAL COST	TOTAL BALANCE COST
DEPOSITORY SERVICES					
21	Account Maintenance	5	5.00	25.00	58,871
3	Checks-Debits	284	0.12	34.08	80,253
4	Credits	410	0.680	278.80	656,529
152	On-Us Items Deposited		0.060	0.00	0
398	Local Clearing House		0.060	0.00	0
9	Local City		0.070	0.00	0
399	Local RCPC		0.070	0.00	0
400	Other 11th Fed		0.080	0.00	0
6	Transit Items		0.090	0.00	0
45	Stop Payment Charge		32.50	0.00	0
46 / 47	NSF Charge		32.50	0.00	0
175	Comml Deposit Cash Processing (\$0.20 per \$100)		0.08	0.00	0
ADDITIONAL ACCOUNT SERVICES					
106	Statements Daily		10.00	0.00	0
1064	Statements Weekly		10.00	0.00	0
1065	Statements Hold		15.00	0.00	0
1066	Statements Additional	1	10.00	10.00	23,548
1067	Statements Special Cutoff		10.00	0.00	0
1068	Special Signature Requirement		20.00	0.00	0
1069	Special Sig Req-Items		0.250	0.00	0
1201	Research (per hour)		25.00	0.00	0
1202	Research Copies (per page)		2.50	0.00	0
1110	Proof Deposit Corrections	5	8.00	40.00	94,194
1070	Minimum Balance Fee		Pass-thru	0.00	0
1059	Acct Confirmations-Audit		35.00	0.00	0
1061	Acct Confirmations-Mortgage		20.00	0.00	0
202	Courier Charges (\$7/day)		Pass-thru	0.00	0
4254	Stop Payment PC Charge		20.00	0.00	0
191	IT & L Coupon		10.00	0.00	0
1073	Tri-Party Agreement		1,000.00	0.00	0
1085	Internal Manual Book Transfer		7.50	0.00	0
ACCOUNT RECONCILIATION(ARP)					
3253	ARP - Partial (\$60 Min Charge)		0.06	0.00	0
3256	ARP - Full (\$75 Min Charge)		0.06	0.00	0
3259	ARP - Deposit Recon (\$60 Min Charge)		0.07	0.00	0
3262	ARP - Full w/ Positive Pay - Checks PD (\$75 Min Charge)		0.08	0.00	0
3302	ARP - Data Transmission (In/Out)		35.00	0.00	0
3292	ARP - Postage		8.00	0.00	0
ACH SERVICES					
3753	ACH - Maintenance	1	25.00	25.00	58,871
3755	ACH - Debits Originated	271	0.08	21.68	51,053
3756	ACH - Credits Originated		0.08	0.00	0
3771	ACH - Research		25.00	0.00	0
4364	ACH - NetStar Maintenance		45.00	0.00	0
3763 / 3764	ACH - Return Items		4.00	0.00	0
3775	ACH - Return Notification		4.00	0.00	0
3754	ACH - Transmissions		8.00	0.00	0
3765	ACH - Reversals		15.00	0.00	0
104	ACH - Credits Received	1	0.08	0.08	188
103	ACH - Debits Received	9	0.08	0.72	1,695
3757	ACH - Addenda		0.03	0.00	0
3775	ACH - Notification of Change		4.00	0.00	0
3777	ACH - Recleared Items		5.50	0.00	0
3772	ACH - Transmittal Acknowledgements		2.00	0.00	0
3773	ACH - Special Report (monthly/per report)		30.00	0.00	0
3774	ACH - Bank Initiated		125.00	0.00	0
3751	ACH - Direct Send Set Up/File Testing		150.00	0.00	0
3824	ACH - Crossborder Credit		6.00	0.00	0
3825	ACH - Crossborder Debit		6.00	0.00	0

ZIONS CODE	ACTIVITY DESCRIPTION	VOLUME	FEE BASIS PER UNIT	TOTAL COST	TOTAL BALANCE COST
3806-3813	ACH - Return Credit		15.00	0.00	0
3816	ACH - Corporate NACHA Output File		15.00	0.00	0
New S/C	ACH - Research Request		3.00	0.00	0
	BALANCE REPORTING SERVICES				
4273	Previous Day Summary (First Account)		5.00	0.00	0
4273	Previous Day Summary (2-5)		5.00	0.00	0
4273	Previous Day Summary (6-10)		5.00	0.00	0
4273	Previous Day Summary (11+)		5.00	0.00	0
4363	Previous Day Detail (First Account)	1	5.00	5.00	11,774
4363	Previous Day Detail (2-5)	4	5.00	20.00	47,097
4363	Previous Day Detail (6-10)		5.00	0.00	0
4363	Previous Day Detail (11+)		5.00	0.00	0
4355	Previous Day Transactions	975	0.10	97.50	229,597
4356	Current Day Summary (First Account)		5.00	0.00	0
4356	Current Day Summary (2-5)		5.00	0.00	0
4356	Current Day Summary (6-10)		5.00	0.00	0
4356	Current Day Summary (11+)		5.00	0.00	0
4362	Current Day Detail (First Account)	1	5.00	5.00	11,774
4362	Current Day Detail (2-5)	4	5.00	20.00	47,097
4362	Current Day Detail (6-10)		5.00	0.00	0
4362	Current Day Detail (11+)		5.00	0.00	0
4357	Intraday Transactions	281	0.12	33.72	79,405
New S/C	NetST @R Deposited Items Images		0.12	0.00	0
4283	Bank Reports		20.00	0.00	0
4283	Bank Reports - Lockbox (First Report)		20.00	0.00	0
4283	Bank Reports - Lockbox (2-5)		15.00	0.00	0
4283	Bank Reports - Lockbox (6+)		10.00	0.00	0
4254	Stop Payment PC Charge		20.00	0.00	0
New S/C	NetST @R Stop Pay Cancel		5.00	0.00	0
Pending	Information Reporting Items Deposited - Alerts		0.50	0.00	588.71
4422	Information Reporting Items Deposited - Bank Admin (per request)		5.000	0.00	58,870.97
Pending	Information Reporting Items Deposited - Images		0.12	0.00	33.91
1080	Password Resets		5.00	0.00	0
1077	Replacement Tokens		25.00	0.00	0
	ESCROW ACCOUNT SERVICES				
6405	Escrow Monthly Maintenance		200.00	0.00	0
6406	Escrow Account		25.00	0.00	0
6407	Escrow - Mailing Tax Forms (Per 1099 Item)		0.50	0.00	0
6401	Corporate Escrow - Annual Fee		3,000.00	0.00	0
6402	Corporate Escrow - Disb. Charge		25.00	0.00	0
6403	Corporate Escrow - Tax Reporting		25.00	0.00	0
6404	Corporate Escrow - Misc Service		25.00	0.00	0
	INVESTMENT SERVICES				
6501	Safekeeping - Federal Home Land Bank Fees		Pass-thru	0.00	0
6502	Safekeeping - Deposit/Withdrawal	1	10.00	10.00	23,548
6503	Safekeeping - Maintenance - Book Entry		3.00	0.00	0
6504	Safekeeping - Maintenance - FRB (Federal Reserve Bank)		2.00	0.00	0
6505	Safekeeping - Maintenance - Physical		3.00	0.00	0
6506	Safekeeping - Interest Collection		2.00	0.00	0
6507	Safekeeping - Int - MBS (Mortgage Back Security) Paydown		5.00	0.00	0
6508	Safekeeping - Pledge/Release		5.00	0.00	0
2651	Securities - Receive/Deliver Book Entry		22.50	0.00	0
2652	Securities - Receive/Deliver FRB	1	22.50	22.50	52,984
2653	Securities - Receive/Deliver Physical		30.00	0.00	0
2604	Custody Acct Fee - Clearance		75.00	0.00	0
2605	Custody - Acct Fee		35.00	0.00	0
2606	Custody - MSB Maintenance		3.00	0.00	0
2607	Custody - Euroclear Maintenance		12.00	0.00	0
2608	Custody - Dividend Pymt		2.00	0.00	0
2609	Custody - Corporate Actions		5.00	0.00	0
2610	Custody - Proxies		2.00	0.00	0
2611	Custody - DVP/RVP Euroclear		65.00	0.00	0
2612	Custody - Duplicate Stmt		2.00	0.00	0
2613	Custody - Document Reprint		10.00	0.00	0
2614	Custody - Check Distributions		5.00	0.00	0
2615	Custody - SIC Registration		5.00	0.00	0
	INVESTMENT SWEEPS				
2503	Investment - Loan Sweep		250.00	0.00	0
2532	Investment - Repo Sweep Peg Change		25.00	0.00	0
2533	Investment - AutoPay		400.00	0.00	0
2506	Investment - Repo Sweep		75.00	0.00	0
85-2537; 2543; 2	Investment - Money Fund Sweep		75.00	0.00	0
2545-2548; 255	Investment - Small Business Sweep		40.00	0.00	0
	RETAIL SERVICES				
175	Retail Services - Comm'l Deposit Cash Processing (\$ 20 per \$100)		0.20	0.00	0
2007	Retail Svcs-Strapped Currency (per \$1,000)		0.4200	0.00	0
2011	Retail Svcs-Change Order		3.5000	0.00	0
193	Retail Services - Deposit Slips (vendor cost which is passed on)		Pass-thru	0.00	0
194	Retail Services - Check Printing		Pass-thru	0.00	0
403	Retail Services - Temporary Checks		0.50	0.00	0
118	Retail Services - Official Checks		6.00	0.00	0
1159	Retail Services - Endorsement Stamp		Pass-thru	0.00	0
1168	Retail Services - Safe Deposit Box		Pass-thru	0.00	0
	RETURN ITEMS				
1143	Return Item - Redeposits		4.00	0.00	0
1141	Return Item - Chargebacks	4	4.00	16.00	37,677
1140	Return Item - Reclear		3.00	0.00	0
1211	Return Item - Fax Notification (per notification)		5.00	0.00	0
1212	Return Item - Phone Notification (per notification)		5.00	0.00	0
1213	Return Item - Email Notification (per notification)		2.00	0.00	0
1214	Return Item - Data Field		0.35	0.00	0
1216	Return Item - File Maintenance		250.00	0.00	0

ZIONS CODE	ACTIVITY DESCRIPTION	VOLUME	FEE BASIS PER UNIT	TOTAL COST	TOTAL BALANCE COST
VAULT SERVICES					
2002	Vault Svcs-Deposit (Per Deposit)		0.75	0.00	0
2003	Vault Svcs-Cash Deposit Processing (per \$100)		0.08	0.00	0
2006	Vault Svcs-Deposit Correction		8.00	0.00	0
WIRE TRANSFERS					
1502	Wire - Monthly Maintenance (Per Account)		0.00	0.00	0
1557	Wire - International Outgoing		45.00	0.00	0
1559	Wire - International Outgoing With Email Notification		47.50	0.00	0
1560	Wire - International Outgoing Multiple Advices		50.00	0.00	0
1558	Wire - International Outgoing Fax Notification		55.00	0.00	0
1561	Wire - International Outgoing Phone Notification		53.50	0.00	0
1562	Wire - International Outgoing Phone/Fax/Email Notification		55.00	0.00	0
1524	Wire - International Incoming		10.00	0.00	0
1520	Wire - International Incoming With Email Notification		10.00	0.00	0
1521	Wire - International Incoming With Email & Fax Notification		11.50	0.00	0
1519	Wire - International Incoming With Fax Notification		11.50	0.00	0
1522	Wire - International Incoming With Phone Notification		15.00	0.00	0
1523	Wire - International Incoming With Phone/Fax/Email Notification		16.50	0.00	0
1554	Wire - Transfer W / O Pin		75.00	0.00	0
1511	Wire - Acct Transfer		5.00	0.00	0
1526	Wire - Acct Transfer Phone		7.50	0.00	0
4261	Wire - Acct Transfer PC Initiated		3.00	0.00	0
4262	Wire - Acct Transfer PC Initiated Non Repetitive		5.00	0.00	0
1553	Wire - Repetitive Outgoing		15.00	0.00	0
1548	Wire - Repetitive Outgoing With Fax Notification		20.00	0.00	0
1549	Wire - Repetitive Outgoing With Email Notification		15.00	0.00	0
1550	Wire - Repetitive Outgoing With Multiple Notification		20.00	0.00	0
1574	Wire - Outgoing PC Initiated		5.00	0.00	0
1570	Wire - Outgoing PC Initiated With Email Notification	2	8.00	16.00	37,677
1569	Wire - Outgoing PC Initiated With Fax Notification		12.00	0.00	0
1547	Wire - Non-Repetitive Outgoing		20.00	0.00	0
1547	Wire - Standing (Outgoing)		20.00	0.00	0
1547	Wire - Drawdown (Incoming)		20.00	0.00	0
1542	Wire - Non-Repetitive Outgoing With Fax Notification		25.00	0.00	0
1543	Wire - Non-Repetitive Outgoing With Email Notification		20.00	0.00	0
1544	Wire - Non-Repetitive Outgoing With Multiple Notification		25.00	0.00	0
1545	Wire - Non-Repetitive Outgoing With Phone Notification		23.50	0.00	0
1546	Wire - Non-Repetitive Outgoing With Fax/Email/Phone Notification		25.00	0.00	0
1517	Wire - Incoming	4	5.00	20.00	47,097
1513	Wire - Incoming With Email Notification		9.00	0.00	0
1514	Wire - Incoming With Email & Fax Notification		11.50	0.00	0
1515	Wire - Incoming With Local Phone Notification		15.00	0.00	0
1512	Wire - Incoming With Local Fax Notification		11.50	0.00	0
1516	Wire - Incoming Local Phone with Fax Notification		16.50	0.00	0
1515	Wire - Incoming With Long Dist. Call or Fax Notification		15.00	0.00	0
1516	Wire - Incoming With Fax/Mail/Phone Notification		16.50	0.00	0
1531	Wire - Standing Acct Transfer		4.00	0.00	0
1555	Wire - Standing Outgoing Transfer		12.00	0.00	0
1536	Wire - Batch Book Transfer		2.00	0.00	0
1537	Wire - Batch Book Transfer With Fax Notification		7.00	0.00	0
1538	Wire - Batch Book Transfer With Email Notification		2.00	0.00	0
1539	Wire - Batch Book Transfer With Phone Notification		10.50	0.00	0
1540	Wire - Batch Book Transfer With Phone/Email/Fax Notification		12.00	0.00	0
1556	Wire - Batch Outgoing Fed Wire		5.00	0.00	0
1563	Wire - Batch Outgoing International		45.00	0.00	0
ZERO BALANCE ACCOUNT SERVICES					
2508	ZBA - Master Account Monthly Maintenance	1	0.00	0.00	0
2509	ZBA - Subsidiary Account Monthly Maintenance	1	25.00	25.00	58,871
35	FDIC INSURANCE \$.1300 Monthly per \$100 in Average Ledger Balance) Charged at the Prevailing Rate	\$1,745,093.66	192.677	323.995	453,724
90	UNCOLLECTED FUNDS FEE		PRIME + 5%	0.00	0
TOTAL SERVICES RENDERED				1,050.07	2,223,019
BALANCE AVAILABLE TO SUPPORT OTHER BANKING SERVICES (DEFICIT)/EXCESS				(477,925.57)	(309.01)
TOTAL SERVICES RENDERED				1,050.07	2,223,019

NOTES/ASSUMPTIONS:

**Fees are based on the volumes given - total fees will be dependent on the fluctuation of actual volumes, services and products used

**ECR is at the prevailing rate no less than the 91 day Tbill

**FDIC at prevailing rate

Pricing quoted herein is valid for 60 days from date of this presentation.



Company Name
Account Analysis Proforma

City of Tomball
September-10

AVERAGE LEDGER BALANCE:	\$ 1,497,102.38
LESS: AVERAGE FLOAT	\$ 39,051.50
EQUALS AVERAGE COLLECTED BALANCE:	\$ 1,458,050.88
LESS: RESERVE REQUIREMENT @ 0.00%	\$ -
EQUALS NET INVESTABLE BALANCE	\$ 1,458,050.88
X EARNINGS CREDIT RATE (City's option of A. T-Bill plus 20 bps or B. 0.80%)	0.80%
EQUALS NET MONTHLY EARNINGS CREDIT	\$ 958.72

ACTIVITY SERVICE CHARGES

EARNINGS VALUE OF INVESTABLE BALANCE AT	MONTHLY VOLUME/ UNITS	0.0080		10.00%		30
		2010 PROPOSED PRICE		TOTAL SERVICE CHARGE		BALANCE REQUIRED
PRODUCT						
ACCOUNT MAINTENANCE	5	\$ 8.00	\$ 30.00	\$ 30.00	\$ 50,694.44	
DEPOSITS/CREDIT POSTED	129	\$ 0.20	\$ 25.80	\$ 25.80	\$ 43,597.22	
DEPOSITS MADE USING REMOTE DEPOSIT SERVICE	153	\$ 0.20	\$ 30.60	\$ 30.60	\$ 51,708.33	
DEBITS/CHECKS PAID	310	\$ 0.08	\$ 24.80	\$ 24.80	\$ 41,907.41	
ITEMS DEPOSITED:			\$ -	\$ -	\$ -	
ITEMS DEPOSITED ON US:			\$ -	\$ -	\$ -	
ENCODING CHARGE	1	\$ -	\$ -	\$ -	\$ -	
CLEARING CHARGE	1	\$ 0.06	\$ 0.06	\$ 0.06	\$ 101.39	
ITEMS DEPOSITED:			\$ -	\$ -	\$ -	
ITEMS DEPOSITED ALL OTHER:			\$ -	\$ -	\$ -	
ENCODING CHARGE		\$ -	\$ -	\$ -	\$ -	
CLEARING CHARGE		\$ 0.06	\$ -	\$ -	\$ -	
ITEMS DEPOSITED USING REMOTE DEPOSIT SERVICE:			\$ -	\$ -	\$ -	
ITEMS DEPOSITED ON US	183	\$ 0.06	\$ 10.98	\$ 10.98	\$ 16,554.17	
ITEMS DEPOSITED - CITY	486	\$ 0.06	\$ 29.16	\$ 29.16	\$ 49,275.00	
ITEMS DEPOSITED - TRANSIT	578	\$ 0.06	\$ 34.68	\$ 34.68	\$ 58,802.78	
ITEMS DEPOSITED - CLEARING HOUSE	801	\$ 0.06	\$ 48.06	\$ 48.06	\$ 81,212.50	
ITEMS DEPOSITED - OTHER 11TH FED	234	\$ 0.06	\$ 14.04	\$ 14.04	\$ 23,725.00	
ITEMS DEPOSITED - RCPC	181	\$ 0.06	\$ 10.86	\$ 10.86	\$ 18,351.39	
RETURNED ITEM - RECLEARED	5	\$ 3.00	\$ 15.00	\$ 15.00	\$ 25,347.22	
RETURNED ITEM - CHARGED BACK	2	\$ 2.50	\$ 5.00	\$ 5.00	\$ 8,449.07	
CASH DEPOSIT PROCESSING	773	\$ -	\$ -	\$ -	\$ -	
CURRENCY - PER STRAP PURCHASED		\$ 0.25	\$ -	\$ -	\$ -	
COIN - PER ROLL PURCHASED		\$ 0.05	\$ -	\$ -	\$ -	
COIN - PER BOX PURCHASED			\$ -	\$ -	\$ -	
RESEARCH - PER HOUR		\$ 25.00	\$ -	\$ -	\$ -	
RESEARCH ITEMS		\$ 3.00	\$ -	\$ -	\$ -	
CASHIER'S CHECKS		\$ -	\$ -	\$ -	\$ -	
INVESTMENT SAFEKEEPING FOR SECURITIES PLEDGED AS COLLATERAL:		\$ -	\$ -	\$ -	\$ -	
SAFEKEEPING INCOME COLLECTION (PRINCIPAL AND INTEREST)		\$ -	\$ -	\$ -	\$ -	
SAFEKEEPING RECEIPT HELD/MAINTENANCE		\$ -	\$ -	\$ -	\$ -	
SAFEKEEPING CLEARANCE (DEPOSITS/WITHDRAWALS) IF TRADE THRU COMPASS		\$ -	\$ -	\$ -	\$ -	
SAFEKEEPING CLEARANCE (DEPOSITS/WITHDRAWALS) IF TRADE NOT THRU COMPASS		\$ -	\$ -	\$ -	\$ -	
SAFEKEEPING INCOME COLLECTION (MATURITY & CALLS)		\$ -	\$ -	\$ -	\$ -	
INVESTMENT SAFEKEEPING FOR SECURITIES PURCHASED FOR CITY'S OWN ACCOUNT:		\$ -	\$ -	\$ -	\$ -	
SAFEKEEPING INCOME COLLECTION (PRINCIPAL AND INTEREST)		\$0.50	\$ -	\$ -	\$ -	
SAFEKEEPING RECEIPT HELD/MAINTENANCE	13	\$2.60	\$ 33.80	\$ 33.80	\$ 57,115.74	
SAFEKEEPING CLEARANCE (DEPOSITS/WITHDRAWALS) IF TRADE THRU COMPASS		\$10.00	\$ -	\$ -	\$ -	
SAFEKEEPING CLEARANCE (DEPOSITS/WITHDRAWALS) IF TRADE NOT THRU COMPASS	1	\$35.00	\$ 35.00	\$ 35.00	\$ 59,143.52	
SAFEKEEPING INCOME COLLECTION (MATURITY & CALLS)		\$20.00	\$ -	\$ -	\$ -	
CHECK PRINTING		AT COST		\$ -	\$ -	
ADDITIONAL STATEMENTS	1	\$ -	\$ -	\$ -	\$ -	
DISPOSABLE BANK BAGS		AT COST		\$ -	\$ -	
ZBA ACCOUNT - MASTER ACCOUNT	1	\$ -	\$ -	\$ -	\$ -	
ZBA SUBSIDIARY ACCOUNT	1	\$ 5.00	\$ 5.00	\$ 5.00	\$ 8,449.07	
CD-ROM MAINTENANCE FEE (ONE CD CAN ACCOMMODATE ACTIVITY FOR MULTIPLE ACCTS)		\$ 15.00	\$ -	\$ -	\$ -	
CD-ROM - PER IMAGE		\$ -	\$ -	\$ -	\$ -	
POSITIVE PAY - MAINTENANCE		\$ 5.00	\$ -	\$ -	\$ -	
POSITIVE PAY - PER ITEM		\$ -	\$ -	\$ -	\$ -	
POSITIVE PAY - PER EXCEPTION ITEM		\$ 1.00	\$ -	\$ -	\$ -	
POSITIVE PAY - TELLER EXCEPTION		\$ 20.00	\$ -	\$ -	\$ -	
POSITIVE PAY - PER TRANSMISSION FTP		\$ 5.00	\$ -	\$ -	\$ -	
ACH DEBIT BLOCK MAINTENANCE PER ACCOUNT		\$ 5.00	\$ -	\$ -	\$ -	
INVECO AIM INVESTMENT SWEEP MAINT.		\$ 25.00	\$ -	\$ -	\$ -	
LOAN SWEEP MAINTENANCE		\$ 100.00	\$ -	\$ -	\$ -	
FDIC ASSESSMENT	1	\$ 0.0007	\$ 86.13	\$ 86.13	\$ 145,551.82	
INTEREST		\$ -	\$ -	\$ -	\$ -	

*ECR=City's option (A) 91 day T-Bill rate + 20 bp capped at 4.5% or (B) 0.80%.

Balances, volumes svcs. were derived from the City's AA bank stmts. for period noted above.

Svc. charges will vary from mo. to mo. based on balances, ECR, units svcs.

Pricing quoted herein is valid for 60 days from date of this presentation.

WIRE TRANSFER:					
WIRE MAINTENANCE	2	\$ -	\$ -	\$ -	\$ -
INCOMING WIRE	4	\$ 5.00	\$ 20.00	\$ 33,796.30	
OUTGOING WIRE - DOMESTIC		\$ 10.00	\$ -	\$ -	
OUTGOING WIRE - INTERNATIONAL		\$ 25.00	\$ -	\$ -	
MAIL ADVICE (MAIL)		\$ 1.00	\$ -	\$ -	
OUTGOING WIRE - WEBNET	1	\$ 7.50	\$ 7.50	\$ 12,673.61	
BOOK TRANSFERS	2	\$ -	\$ -	\$ -	
STOP PAYMENT		\$ 20.00	\$ -	\$ -	
STOP PAYMENT - WEBNET - 6 MONTH		\$ 7.50	\$ -	\$ -	
STOP PAYMENT - WEBNET - 12 MONTH		\$ 10.00	\$ -	\$ -	
INSUFFICIENT ITEMS		\$ 34.00	\$ -	\$ -	
REMOTE DEPOSIT MAINTENANCE (1 ACCT)		\$ 20.00	\$ -	\$ -	
REMOTE DEPOSIT MAINTENANCE (2 ACCTS)	1	\$ 30.00	\$ 30.00	\$ 50,894.44	
REMOTE DEPOSIT MAINTENANCE (3-5 ACCTS)		\$ 50.00	\$ -	\$ -	
REMOTE DEPOSIT MAINTENANCE (6-9 ACCTS)		\$ 75.00	\$ -	\$ -	
REMOTE DEPOSIT MAINTENANCE (10+ ACCTS)		\$ 75.00	\$ -	\$ -	
REMOTE DEPOSIT REVIEW	73	\$ -	\$ -	\$ -	
ONLINE BANKING BALANCE REPORTING		\$ -	\$ -	\$ -	
WEBNET MAINTENANCE - INCLUDES BALANCE REPORTING FOR ALL ACCOUNTS	1	\$ 50.00	\$ 50.00	\$ 84,490.74	
BALANCE REPORTING PER ACCOUNT	5	\$ -	\$ -	\$ -	
BALANCE REPORTING ELECTRONIC REPORT	2	\$ -	\$ -	\$ -	
BALANCE REPORTING PREVIOUS DAY TRANSACTIONS	753	\$ -	\$ -	\$ -	
WEBNET SECURITY TOKEN REPLACEMENT		\$ 35.00	\$ -	\$ -	
PASSWORD RESET	2	\$ -	\$ -	\$ -	
FED EDI		\$ 20.00	\$ -	\$ -	
ACH ACCESS (CUSTOMER)	1	\$ -	\$ -	\$ -	
ACH PROCESSING/MAINTENANCE FEE	1	\$ 20.00	\$ 20.00	\$ 33,796.30	
ACH ORIGINATION OF FILE		\$ -	\$ -	\$ -	
ACH ADDENDUM ORIGINATED	13	\$ -	\$ -	\$ -	
ACH RETURN ITEM	43	\$ 2.00	\$ 86.00	\$ 145,324.07	
ACH REVERSAL		\$ 10.00	\$ -	\$ -	
ACH DELETION		\$ 5.00	\$ -	\$ -	
ACH NOTIFICATION OF CHANGE (NOC)		\$ 2.00	\$ -	\$ -	
ACH TRANSMISSION FILE (NON-WEBNET)		\$ 15.00	\$ -	\$ -	
ACH CREDITS ORIGINATED	732	\$ 0.05	\$ 36.60	\$ 61,847.22	
ACH DEBITS ORIGINATED	271	\$ 0.06	\$ 21.66	\$ 36,635.19	
ACH CREDITS RECEIVED	115	\$ 0.05	\$ 5.75	\$ 9,718.44	
ACH DEBITS RECEIVED	28	\$ 0.08	\$ 2.24	\$ 3,765.19	
TOTAL SERVICE CHARGE			\$ 718.74		
NET EXCESS/(DEFICIT)			\$ 239.97		
TOTAL COMPENSATING BALANCE REQUIRED FOR SERVICES				\$ 1,214,545.37	
NET BALANCES AVAILABLE FOR OTHER SERVICES				\$ 243,505.51	
SERVICE CHARGE DUE FOR PERIOD				\$0.00	

*ECR=City's option (A) 91 day T-Bill rate + 20 bp capped at 4.5% or (B) 0.80%.

Balances, volumes svcs. were derived from the City's AA bank stmts. for period noted above.

Svc. charges will vary from mo. to mo. based on balances, ECR, units svcs.

Wells Fargo Treasury Management Proposal

City of Tomball

Pricing as of October 2010

<u>AFP Code</u>	<u>Service Description</u>	<u>Charge Basis</u>	<u>Price</u>	<u>Monthly Volume</u>	<u>Activity Charges</u>
ACH					
250120	ACH ORIGINATED - ADDENDA REC	Transaction	0.02500	13	0.33
250302	ACH RET ITEM-INFO REPORTING ADVIS	Transaction	3.00000	43	129.00
250000	INTERNET ACH BASE FEE	Company ID	15.00000	5	75.00
250500	INTERNET ACH BATCH RELEASE	Batch/file	5.00000	8	40.00
250102	INTERNET ACH ONE DAY ITEM	Transaction	0.06000	271	16.26
250102	INTERNET ACH TWO DAY ITEM	Transaction	0.06000	732	43.92
Cash Branch/Store Channel					
100015	CASH DEP/\$1 VERIFY IN CASH VAULT	Dollar	0.00080	77,300	61.84
Cash Vault					
100501	CASH VAULT DEPOSIT ADJUSTMENT	Adjustment	8.00000	1	8.00
Domestic UnEncoded Cash Letter					
100220	DEPOSITED CHECKS - ON US	Check deposited	0.05000	247	12.35
100222	DEPOSITED CHECKS - LOCAL CLEARING	Check deposited	0.06000	542	32.52
100225	DEPOSITED CHECKS - REGIONAL	Check deposited	0.07000	1,010	70.70
100224	DEPOSITED CHECKS - TRANSIT	Check deposited	0.08000	665	53.20
General Account Services					
010000	ACCOUNT MAINTENANCE-CHEXSTOR	Account	5.00000	5	25.00
010021	ZERO BALANCE MONTHLY BASE	Account	15.00000	1	15.00
010100	DEBITS POSTED	Debit	0.07000	37	2.59
010101	CREDITS POSTED	Credit	0.50000	154	77.00
250201	ELECTRONIC CREDITS POSTED	Credit	0.07000	129	9.03
010310	DDA STATEMENT - PAPER	Statement	0.00000	5	0.00
010320	DDA STATEMENT - SPECIAL INSTRUCT	Statement	5.00000	1	5.00
250202	ACH RECEIVED ITEM	Transaction	0.07000	143	10.01
General Disbursement Services					
150412	STOP PAYMENT - AUTO RENEWAL	Stop payment	3.00000	1	3.00
150410	STOP PAYMENT - ONLINE	Stop payment	15.00000	1	15.00
150100	DDA CHECKS PAID	Check paid	0.10000	310	31.00
Information Reporting					
400001	CEO PREV DAY SUBSCRIPTION DETL I	Item loaded	0.06000	753	45.18
400000	CEO PREV DAY SUBSCRIPTION MTHLY	Account	25.00000	5	125.00
Other					
000230	DEP INSURANCE ASSESSMENT MTHLY	\$ pass through	0.12783	1,458	186.38 #
Returned Items					
100400	RETURN ITEM - CHARGEBACK	Item	6.00000	2	12.00
100402	RETURN ITEM REDEPOSITED	Item	5.00000	5	25.00
Wires					
350300	WIRE IN DOMESTIC	Transfer	6.00000	4	24.00
350124	WIRE - BOOK TRANSFER - CEO	Transfer	3.00000	2	6.00
350104	WIRE-OUTGOING DOMESTIC-CEO	Transfer	6.00000	1	6.00
Total Monthly Activity Charges					1,165.30
Setup Charges					
251120	INTERNET ACH SET UP FEE	Setup	50.00000	5	250.00

<u>AFP Code</u>	<u>Service Description</u>	<u>Charge Basis</u>	<u>Price</u>	<u>Monthly Volume</u>	<u>Activity Charges</u>
	Total Setup Charges				250.00

The above pricing estimate is based on certain assumptions drawn from projected volume, scope of services and/or other information you have provided. The pricing is subject to change if the actual volume and/or scope of services differ from the assumptions upon which the pricing estimate was based.

Wells Fargo Bank, N.A. will pass through the FDIC assessment. This assessment is being passed on at the same rate and manner in which Wells Fargo Bank, N.A. is being charged. The FDIC fee is assessed on the Average Ledger Balance in your interest bearing and non-interest bearing accounts.

Regular City Council

Agenda Item

Meeting Date: November 15, 2010

Data Sheet

Topic:

Adopt, on First Reading, Ordinance No. 2010-24, an Ordinance Amending Chapter 42, "Heath and Sanitation", of the Code of Ordinances of the City of Tomball, Texas, by Adding a New Article VI. "Prohibited Smoking Paraphernalia and Smoking Products", Providing for Severability; Establishing a Penalty up to \$200 per Offense; and Providing an Effective Date.

Background:

In July 2010, the Tomball Police Department began receiving intelligence reports from within the law enforcement community regarding the use of synthetic cannabinoid products (referred to by a variety of commercial names such as K-2, and Salvia) that when smoked created similar effects to those experienced when smoking marijuana. These products have been identified in Department of Justice reports, but as of yet have not been designated as controlled substances by the Federal or State government.

Upon being made aware of the introduction of the aforementioned products, information was provided to Tomball Police Officers, who within a few months, began coming in contact with young adults in possession of these products. Additionally, we are aware of local businesses selling these products within our community, and there is no enforcement remedy available at this time.

To mitigate this emerging situation immediately and effectively, it is necessary to enact this City Ordinance, which will provide members of the Tomball Police Department with an enforcement remedy that will target both users and distributors of these products.

Origination:

Robert S. Hauck, Chief of Police

Recommendation:

Approve Ordinance No. 2010-24

Funding: No

Funds will be transferred from Account: to Account:

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

Robert S. Hauck, Chief of Police

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Ordinance No. 2010-24

ORDINANCE NO. 2010-24

AN ORDINANCE AMENDING CHAPTER 42, "HEALTH AND SANITATION", OF THE CODE OF ORDINANCES OF THE CITY OF TOMBALL, TEXAS, BY ADDING A NEW ARTICLE VI. "PROHIBITED SMOKING PARAPHERNALIA AND SMOKING PRODUCTS", PROVIDING FOR SEVERABILITY; ESTABLISHING A PENALTY UP TO \$200 PER OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, on May 18, 2010, the National Drug Intelligence Center of the United States Department of Justice issued EWS Report 000006 describing substance abuse and harmful side effects related to the use of synthetic cannabinoid products; and

WHEREAS, the federal government and the State of Texas have not designated synthetic cannabinoids, salvia divinorum, or related chemicals as controlled substances; and

WHEREAS, the City Council finds that the use of these products is a danger to the public health, safety and welfare because of the adverse side effects on a person from their use; 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. Chapter 42, "Health and Sanitation", of the Code of Ordinances of the City of Tomball, Texas, is amended by adding a new Article VI, "Prohibited smoking paraphernalia and smoking products" that shall read as follows:

"Article VI. Prohibited smoking paraphernalia and smoking products.

Sec. 42-140. Definitions.

Illegal smoking paraphernalia means any equipment, material, object, or product that is used or intended for use in ingesting, inhaling, or otherwise introducing an illegal smoking product into the human body, including: a metal, wooden, acrylic, glass, stone, plastic, or ceramic pipe with or without a screen,

permanent screen, hashish head, or punctured metal bowl; a water pipe; a carburetion tube or device; a smoking or carburetion mask; a chamber pipe; a carburetor pipe; an electric pipe; an air-driven pipe; a chillum; a bong; or an ice pipe or chiller.

Illegal smoking product means any plant or other substance, whether described as tobacco, herbs, incense, spice, or any blend thereof, regardless of whether the substance is marketed for the purpose of being smoked, that includes any one or more of the following substances or chemicals:

- (1) salvia divinorum or salvinorin A; all parts of the plant presently classified botanically as salvia divinorum, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts, derivative, mixture or preparation of such plant, its seeds or extracts or similar structural analogs;
- (2) 2-[(1R,3S)-3-hydroxycyclohexyl]-5-(2-methyloctan-2-yl)phenol (also known as CP47,497) and homologues or similar structural analogs;
- (3) (6aS,10aS)-9-(hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol (also known as HU-211 or dexamabinol) or similar structural analogs;
- (4) 1-pentyl-3-(1-naphthoyl)indole (also known as JWH-018) or similar structural analogs;
- (5) 1-butyl-3-(1-naphthoyl)indole (also known as JWH-073) or similar structural analogs; or
- (6) 4-methoxynaphthalen-1-yl-(1-pentylindol-3-yl) (also known as JWH-081) or similar structural analogs.

Illegal smoking products include the products marketed under the following commercial names: Blaze, Dascents, Diablo, Fire N' Ice, Genie, K-2, K-2 Summit, K-2 Sex, KO Knock-Out 2, Mojo, Pandora Potpourri, Pep Spice, Sage, Salvia Divinorum, Sense, Silver, Skunk, Solar Flare, Spice, Spice Cannabinoid, Spice Diamond, Spice Gold, Spicy Green, Yucatan Fire, and Zohai.

Sec. 42-141. Offenses.

A person commits an offense if the person:

- (1) uses, possesses, purchases, barter, gives, delivers, publicly displays, sells, or offers for sale any illegal smoking product; or

(2) uses or possess any illegal smoking paraphernalia with the intent to inject, ingest, inhale, or otherwise introduce into the human body an illegal smoking product.

Sec. 42-142. Affirmative Defenses.

It shall be an affirmative defense for a person charged with an offense under Sec. 42-141 that:

(1) the use or possession was pursuant to the direction or prescription of a licensed physician or dentist authorized to direct or prescribe such act;

(2) the sale or possession of salvinorin A was in conjunction with ornamental landscaping and used solely for that purpose; or

(3) the use or possession was by an employee or agent of a governmental entity who is acting in the course and scope of the employee's or agent's duties and whose use or possession is in compliance with the applicable procedures established by the governmental entity for the use or possession of the product."

Section 3. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence, 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 \$200. Each violation shall constitute a separate offense.

Section 5. 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 6. 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 _____ DAY OF _____ 2010.

COUNCILMAN QUINN	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

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 _____ DAY OF _____ 2010.

COUNCILMAN QUINN	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Regular City Council

Agenda Item

Data Sheet

Meeting Date: November 15, 2010

Topic:

Adopt, on First Reading, Ordinance No. 2010-25, an Ordinance Amending Chapter 78, Traffic and Vehicles, of the Code of Ordinances of the City Council of the City of Tomball, Texas, by Adding a New Section 78-73, "Use of Certain Wireless Communication Devices While Driving Prohibited"; Regulating the Use of Wireless Communication Devices while Operating Motor Vehicles; Providing a Penalty in an Amount Not to Exceed \$200 for Each Violation Hereof; and Providing for Severability; and Making Other Provisions and Findings Related Thereto

Background:

During a recent City Council meeting, Councilman Townsend raised the issue of motorist distraction being directly related to the use of certain wireless devices (e.g. texting, emailing, etc.) while operating a motor vehicle. Although framed as a discussion point, there was an underlying question – "If we discourage Tomball motorists from self-initiated distractions while driving, wouldn't our streets be safer"? The answer is a simple and resounding "yes"!

As the professional law enforcement service providers for the citizenry, members of the Tomball Police Department have a responsibility to take thoughtful and practical steps to make our community safer. To that end, we have reviewed not only the technical studies available but also relied on our collective professional experience in making the decision to recommend that the reasonable enforcement measures outlined in this ordinance are made available to us as an enforcement option.

It is our hope that continued education related to traffic safety, coupled with the existence of these enforcement options will encourage widespread self-compliance by those who travel our city streets. We have seen noticeable behavior changes since the enactment of similar laws limited to school zones, and it is time to take a proactive and widespread approach to traffic safety by approving this City Ordinance.

Origination:

Robert S. Hauck, Chief of Police

Recommendation:

Approve Ordinance No. 2010-25

Funding: No

Funds will be transferred from Account: to Account:

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

Robert S. Hauck, Chief of Police

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Ordinance No. 2010-25

ORDINANCE NO. 2010-25

AN ORDINANCE AMENDING CHAPTER 78, TRAFFIC AND VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, BY ADDING A NEW SECTION 78-73, USE OF CERTAIN WIRELESS COMMUNICATION DEVICES WHILE DRIVING PROHIBITED; REGULATING THE USE OF WIRELESS COMMUNICATION DEVICES WHILE OPERATING MOTOR VEHICLES; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200 FOR EACH VIOLATION HEREOF; AND PROVIDING FOR SEVERABILITY; AND MAKING OTHER PROVISIONS AND FINDINGS RELATED THERETO.

* * * * *

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 adding a new Section 78-73, Use of Certain Wireless Communication Devices While Driving Prohibited, to Article III, Operation of Vehicle Generally, to Chapter 78, Traffic and Vehicles, to provide as follows:

“ARTICLE III. OPERATION OF VEHICLE GENERALLY

* * * * *

Sec. 78-73. Use of Certain Wireless Communication Devices While Driving Prohibited.

(a) **Definitions.** For the purposes of this section:

- (1) Electronic message means a self-contained piece of digital communication that is designed or intended to be transmitted to or from a wireless communication device. An electronic message includes, but is not limited to, a text-based communication, such as electronic mail, a text message, or an instant message, or a command or request to access an internet site, or other data that uses a commonly recognized electronic communication protocol.
- (2) Wireless communication device means a device that uses a commercial mobile service, as defined by 47 U.S.C. § 332.

- (b) **Offense.** A person commits an offense if the person drives or operates a motor vehicle in the City while using a wireless communication device to view, send or compose an electronic message.
- (c) **Affirmative defenses.** It is an affirmative defense to prosecution of conduct prohibited by subsection (b) if:
 - (1) The person is using the wireless communication device strictly to engage in a telephone conversation, including dialing or deactivating a phone call;
 - (2) The person is an authorized government vehicle and is using the wireless communication device to respond to an emergency while acting in an official capacity;
 - (3) The person is using the wireless communication device while stopped or standing at a position parallel to and as close as possible to the right-hand edge or curb of a roadway where parking, standing or stopping in a nonemergency situation is not otherwise prohibited; or
 - (4) The person is using the wireless communication device to:
 - a. Operate only a global positioning or navigation system that is affixed to the vehicle;
 - b. Obtain emergency assistance to report a traffic accident, medical emergency, serious traffic hazard, fire or other hazardous response service;
 - c. Prevent a crime about to be committed;
 - d. Communicate with the reasonable belief that a person's life, safety, or property is in immediate danger; or
 - e. Operate only a device that is permanently installed inside the vehicle or that is solely in a voice-activated or other hands-free mode.
- (d) **Conflicting regulations.** To the extent that any clause, phrase, provision, sentence or part of this section conflicts with Texas Transportation Code §545.424, regarding the use of wireless communication devices while operating a motor vehicle by minors; or Texas Transportation Code § 545.425, regarding the use of wireless communication devices in school crossing zones, this section does not apply.”

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. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence, 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 \$200. Each violation shall constitute a separate offense.

Section 4. 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 5. 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 _____ DAY OF _____ 2010.

COUNCILMAN QUINN	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

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 _____ DAY OF _____ 2010.

COUNCILMAN QUINN	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Regular City Council

Agenda Item

Meeting Date: November 15, 2010

Data Sheet

Topic:

Adopt, on First Reading, Ordinance No. 2010-26, an Ordinance of the City of Tomball, Texas, adding Chapter 15, "Filming," to the Code of Ordinances of the City of Tomball, to Require a Permit for Commercial Filming in the City of Tomball, to Establish Policies, Procedures and Regulations as they relate to Filming; Providing a Penalty in an Amount of Not More Than \$500 for Violation of any Provision Hereof; Providing for Savings and Severability; Providing for Publication; and Making other Provisions and Findings related Thereto

Background:

The film and television industries have been an important part of the Texas economy since 1910 (see attached list). The Texas Film Commission continues to work to establish Texas as a preferred location for film, commercial and television productions, and the City of Tomball has been contacted a few times regarding possible locations for filmwork. Tomball businesses that might benefit from the promotion of Tomball-area locations to the film industry include caterers, restaurants, hotels, medical facilities, florists, hardware stores, landscaping services, real estate offices (office space/facilities rentals), and equipment rental companies.

Ordinance No. 2010-26, establishing guidelines for filming permits, is presented for Council's consideration and possible approval. The ordinance authorizes the City Manager to protect City-owned property, city-owned equipment, city employees and private property which may affect adjacent public or private property, during the filming of movies, television and cable shows, commercials, and related activities.

The Texas Legislature recently adopted H.B. 873, promoting the entertainment business in Texas to provide incentives for entertainment industries to reconsider Texas locations for their productions. Having an established set of policies and procedures, in addition to Tomball's vintage and historical locations and structures, should create a positive image regarding Tomball's interest in partnering with film companies and provide an incentive for members of the film industry to consider Tomball in their productions.

Origination:

City Secretary

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Film Friendly Texas

Ordinance No. 2010-26

Guidelines and Application for Filming in Tomball

Tomball - Proposed Filming Permit Notification and Sign-off Request

City of Tomball Location Agreement

Notification Leaflet

Warner Brothers Code of Conduct

Film & TV Productions in Texas (1910-2009)

Texas Film Commission - Glossary of Terms



Source: Texas Film Commission
www.texasfilmcommission.com

revised 5-3-09

OPENING THE DOOR TO ON-LOCATION FILMING

The purpose of the Texas Film Commission's new Film Friendly Texas program is to provide information to communities on how to effectively handle on-location filming, for film projects large or small. We want you to know what's involved, from the first phone call all the way through to the wrap. And whenever Hollywood comes calling, the Texas Film Commission wants to be your partner in the process, and your primary resource for support and information. We're always ready to help you through all the various stages of production request and the realities of filmmaking.

In this document, we'll use "film" or "production" to refer to any kind of motion picture production: feature films, television programs, television commercials, music videos...they're all production, and they're all good news.

On-location filming is good business for your community, and for Texas overall. Locally, a film spends money on a wide range of things, from lumber to groceries to gas to hotel rooms to furniture rentals. While there's never any guarantee that tourism will increase as the result of a popular movie —, it certainly has happened. Statewide, every film made in Texas makes it better for the ones to follow, by increasing our state's capacity for production, creating more jobs, and making it easier for companies to invest in the infrastructure keeps us competitive with other states.

Via the Film Friendly Texas program, we ask you, as a community representative, to participate with us in a process to raise the likelihood of filmmakers choosing your community, and to prepare you for how to best handle it when they do. For every community, there's value in having a realistic view of what's involved in working with filmmakers. And part of being ready is having film guidelines already in place, recognizing the needs of the production industry while protecting the interests of your hometown.

Your Film Friendly Texas certification helps the Texas Film Commission promote your community, by informing potential productions that you're ready to do business. From the

Texas Film Commission's Web site, filmmakers will have immediate access to a list of communities that have already taken the time to learn about production, streamline the application process and welcome the industry in a meaningful way. In an industry that's always looking for ways to save time, that's saying a lot.

In attracting film business to Texas, the Texas Film Commission promotes statewide locations; trained technical crews; specialized film vendors and support services; the Texas Motion Picture Industry Incentive Program, offering cash-back incentives to filmmakers; and, certainly not least, Texas hospitality. It's all about bringing jobs and spending to Texas. That's the big picture; the actual experience happens in the neighborhoods and streets of Texas communities.

Texas' larger cities already have long-standing, full-time film commissions carrying the flag, and we want every community in Texas to also have immediate access to information and support. It's important to us to include you in sharing what we've learned in 36 years of location research and filming. Above all, we want every community to have a positive experience during filming, and to look forward to the next film.

Rather than trying to cover every possibility in an exhaustive film policy, it's better for a community to set up guidelines and then consider each request on a case-by-case basis. With your participation, we hope to create an environment in which the filmmakers and the municipality have a good experience. The mantra should be, Be Flexible. Every film has a different set of needs than every other film, and off-the-wall requests can be the norm, not the exception.

You might hear a filming request that seems unreasonable. It might indeed *be* unreasonable. The answer doesn't always have to be an unqualified yes; there's almost always room for negotiation. Liken this to dealing with a teenager: they want everything, but with a bit of structure already in place, they can see that they can make accommodations to let you feel comfortable about saying yes. And that's the answer we all want.

On the other hand, are they asking to shut down Main Street with 30 minutes' notice? Or to torch the courthouse? Sometimes the answer is just no.

The Film Friendly Texas program is designed to give every community the tools to work with on-location filming. With this training, you'll be ready for the easy requests, and ready to find solutions to the more complicated ones. All parties will know what they need from each other to get the work started. Meanwhile, on our part, we'll be working to make it easy for filmmakers to find you.

THE SCOUTING PROCESS: WHERE IT ALL STARTS

Typically, a film project hires a freelance location scout to research locations in different communities. (The word "scout" can refer to the person doing the scouting, or to the location scouting trip itself, as in, "We saw that on last week's scout.") Usually, that scout comes into your community and takes photos of whatever spots are likely matches for what they need. It's not always the beauty spots, either; the job might call for high-end homes or it might call for shabby motels. Generally speaking, a scout doesn't contact City representatives; they look around, shoot a ton of photos, and move on.

To help explain why scouts act like stealth photographers, it helps to understand their process. They're hired on a day-to-day basis, always specific to a single production. They're given a long laundry list of things to find as quickly as possible, and the industry measure for a successful job is to provide the producer with plenty of choices. (Not two farmhouses; ten. Not one Main Street; seven.) So a scout has to move quickly, stay on course, and allow time to package the photos for presentation on a daily basis. Every phone call or meeting keeps them from providing more choices. If your community is chosen, you'll hear from them, but until it's chosen, stopping to visit isn't a good use of their time, or yours.

That scout may have contacted the Texas Film Commission for guidance on likely spots, and with proper credentials, we may provide them with an official letter of introduction to carry with them. But, especially if the scout is someone with a lot of local knowledge, they don't contact us – their priority is to photograph as many locations as they can, and to get a wide variety of choices into the hands of the producers. So don't take offense if you don't hear about the scout until after the fact. It's unrealistic to require – or even to expect – that location scouts make themselves known to city representatives. That would be time-consuming and impossible to enforce. Please don't take offense; just understand that that's how the business works, and hope they find something that will call for a closer look, with producers in tow.

A business or homeowner that has been contacted by a location scout might call you at the city to learn more about the project. If you don't know anything about it, there's a quick way to find out. You – or the property owner – can give the Film Commission a call to check up on the project. On most legitimate projects, we'll have a quick answer.

HOW THE DECISION GETS MADE

So, the producers review the scout's photos. Some communities won't make the first cut. For others, though, the producers will want to learn more, to see if that site will work for the film. Now they'll contact the city, perhaps asking for your help to access building interiors, recommend similar sites and so forth. But remember, at this point it's still research, and your town is not their only choice, so keep it quiet and low-key. There's nothing to be gained by stirring up local expectations at this point.

The next step is an in-person visit from the production company, usually by the production designer and/or art director (responsible for the overall visual look of the film; the location scout or location manager; the producer(s); and/or the director. At this point, they're considering the scene they need to shoot at that location, and what they're going to need to make it happen.

They'll research several locations, but please remember this: most locations that are scouted are not used. Even so, those that aren't used for this film may prove valuable to the next production, even years later. Scouting provides good information for filmmakers and for the Texas Film Commission. (And asking a scout to share the photos with you is reasonable, and a great way to enhance your own photo library for future use.)

If they like what they see, the next time you see them may be on the "tech scout." This is when some of the department heads (camera department, art department, location department) come for an in-person look at how the logistics will be handled at that location. Hosting a tech scout is great news, because that means they're very close to choosing your community.

Even a simple scene – a person raking leaves in a yard with a picket fence – can require swarms of crew members, lots of trucks, traffic control, huge lights, etc. And sometimes a scene is far from simple – stunts, explosions, crowds – so it's going to take considerably more time, planning and city involvement.

This is another of the circumstances in which having your Film Friendly Texas certification can help put your community out front. Producers can see that you're working with an understanding of their business, and that your town is offering a filming application process without surprises. They appreciate being able to quickly determine whether your town can effectively work with them to make the night shoots happen, or to close a road. Almost anything is possible, given a reasonable timeline and the right application process.

PREP

They've chosen your town. Once that decision has been made, that's when plans are made, sets are built, and so begins the process of working out the details. You already know the benefits of working with film, but you need to also be ready for the many, many details that come with it. We hope our Film Friendly Texas partners will view all that activity as a good thing. Cooperation can't be legislated, but we hope to encourage you to look at film requests with a can-do, problem-solving attitude. On some very tricky production problems in the past, the solutions have come not from the filmmakers, but from local expertise. Next time, it might be you that saves the day.

Don't be afraid to ask obvious questions. If they're planning on 200 extras, it's okay to ask where those 200 people are eating and where they're going to the bathroom. And where's all that trash going?

Internal production demands such as budget and schedule force the production team to make constant revisions, so you'll see plans evolve, grow, shrink, or disappear completely. Though it may seem that these guys have no clue what they're doing or when they're doing it, that's not (usually!) the case. Every single day of filming involves 75 or a hundred variables, plus a Plan B. Is the permit in place? Can the filmmakers work around the hours of a busy restaurant? Did the Scottish actor's visa arrive in time? Is that a thunderstorm headed this way? These variables are a part of every working day, so it helps if the city representatives understand what the production company is up against.

DIFFERENT TYPES OF PRODUCTIONS

To know what to expect from film requests, it helps to know a bit about the most common types of film and television projects, and the impacts of each. Depending on which type of production you're dealing with, you'll see some very different timelines and requirements. But here come those variables again! Any project, regardless of budget or schedule, could require extra care in dealing with stunts, special effects, aerial photography, crowd scenes or exotic animals.

As you'll see in the section about writing film guidelines, we encourage you to consider setting your permit fees on a sliding scale based on impact.

Commercials and Music Videos

Generally the lifespan of the production of a commercial or music video is two weeks. Within one week, they scout, choose locations and handle all the prep: location agreements, city permits and all the rest. The shoot and wrap take up the second week. Some have hefty budgets, even higher than that of a low-budget feature film. Low-budget commercials and music videos, even if they're filming entirely on private property, are still likely to have some impact on parking, streets and sidewalks.

Commercial production is by far the most active part of Texas' motion picture business. In fact, you're much more likely to get inquiries from commercials than from any other segment of the industry.

Episodic Television

An episodic television series, such as *FRIDAY NIGHT LIGHTS*, operates under a very specialized schedule. Typically, they're producing 22 episodes (a full season) over about nine months. Each weekly episode requires two weeks of prep, followed by one week of shooting. So there's always one crew shooting the episode, while the other crew is prepping for the following episodes.

Episodic scripts are being written as the season progresses, so the production team often hasn't seen the script (and its list of locations) until very shortly before prep. There's very little time for location scouting; further, the script might call for them to go back to a location they've used before (a "recurring location").

Both of these short formats operate on very fast timelines. Though they can sometimes arrange for a bit more prep time for a complicated scene, their biggest hurdle is always lack of time. If you'd like to make your welcome clear, consider instituting a process to handle permit requests within a 48-hour turnaround. Every episodic producer will be awed by your foresight.

Episodic production can be well worth a community's efforts, especially with recurring locations bringing the production team to town again and again. However, recurring locations can present problems too, as the production team uses the same location intermittently, perhaps for months. The production-to-community dynamic changes after a production has been there repeatedly, bringing more work for the film liaison. Special efforts must be made to keep the neighborhood happy.

Feature Films

A general rule for feature production is two weeks of prep for every week of production. So a six-week shoot should mean three months of prep, all to be completed before filming begins. All too often, though, the prep period gets condensed into a matter of a few days per week.

Features are generally more complicated than the other types of production, with higher impact on the community, both economic (lots of spending) and in terms of disruption (lots of activity).

A feature brings more equipment and more people, works longer hours, needs more streets and parking, and overall has a bigger footprint than any other type of production. For community representatives, dealing with features simply takes more time than with smaller, faster projects. It's an intense but fascinating process, and the Texas Film Commission is always ready to help.

THE SHOOT

Up until this point, it's all been "preproduction." Now it's "production," that is, cameras are rolling. With possibly hundreds of people on the payroll, this is the most intense period in filmmaking, when even one day's delay can cost hundreds of thousands of dollars. There's always a Plan B, but even so, you're likely to be fielding more than a few last-minute requests as production continues. Some of those requests will be reasonable and easily handled; others, less so. All any filmmaker can expect is that you'll give it your best shot.

We're not trying to scare communities away from on-location filming, but we want you to have a clear-eyed view of what to expect. Especially on big-budget films, the company operates with an almost military precision. Even so, things do go wrong, and when there's a problem, you're the production company's first contact. Your skillfully crafted film guidelines and application form have helped lay everything out in advance, but let's face it: these folks can drive you crazy! Remind yourself that it's temporary, remember all those film dollars pouring into town, and keep your eyes on the prize: the wrap.

THE WRAP

After filming is completed, big productions always keep people on payroll for a few weeks, to make sure that bills are paid, locations are restored, and rentals are returned. Their goal is to put everything back the way it was, or better still, better than it was. Here's a tremendously important role for any film liaison: before the production company wraps and leaves town, make sure you know how to reach them after their local office has closed.

An unpaid bill – which might have been simply overlooked – can be the last impression that a movie leaves with a community, and those unresolved issues can make it very hard for future productions to get an unreserved welcome. A local business might write off not getting compensated for loss of business or an unpaid bill, but they won't forget. Everything went great, but someone didn't get paid as promised... then when the next production comes into town, wham! They're paying for the sins of the last project.

Communication is your most important tool in solving problems that come up after the fact. Your community should know that you're the point person to contacts about any snags. Requests needs to come promptly; if you don't hear about a problem until months after the fact, it can take months more to find a person who can issue a check. Having one local go-to person on the case will go a long way in making sure that everything is left tidy.

FILM FRIENDLY TEXAS: WHERE TO START

You're here at a training session, so the first step has already been taken towards your town's Film Friendly Texas certification. Should you still need to convince anyone back home of the benefits of this program, here's a list:

- guidance on establishing effective guidelines and application processes
- recognition of certified Film Friendly Texas communities on Texas Film Commission's Web site
- rotating "Community of the Month" link on Texas Film Commission's Web site
- email alerts about specific location needs of films considering Texas
- the only charge is for the training session; Texas Film Commission support is always free.

Our long-term goal is for Texas to be known as the most proactive community network in the nation. We want to be known as the easiest place for filmmakers to do business, and as a place that requires filmmakers' respect of our people and communities; it's only fair. The attached Warner Bros. Code of Conduct shows how a reputable production group expects their own crews to behave when they come to town.

First: Determine who will be the film liaison for a community.

Every community should assess its own capacities to determine the most effective way to deal with filming requests. In some places, the best choice will be the Mayor or City Manager; in others, it could be your economic development liaison in the Chamber of Commerce or the Convention & Visitors Bureau. In every case, it should be a person that can act as a conduit to the rest of the community. That person doesn't have to be employed directly by the municipality, but they need to have a relationship with the entity within the municipality that can give approvals for the requests.

It's a great idea to get the following list ready for those making film inquiries, and keep it up-to-date:

- Local Film Liaison
- City Manager/Mayor
- Director of Parks/Recreation (arranging use of parks)
- Director of Public Works (arranging special use of street lights, water, etc.)
- Local/County Law Enforcement Contacts
- Local/County Highway Contacts
- Chamber of Commerce
- County Judge (for arranging permission to use County properties)
- Business, Historic and Neighborhood groups
- Theater groups (for arranging local talent and extras)
- Barricade companies (for traffic control)
- Rental companies (tents, chairs, tables, etc.)
- Hotels, Motels and Bed-and-Breakfasts

Second, Do the Paperwork.

Adopt written guidelines, which should include an application form.

Notice the word “guidelines,” not “policy.” That’s an important distinction. “Policy” suggests an immovable object. Production needs are incredibly varied, and there’s no way that a hard-and-fast film policy, even if it’s 30 pages long, can predict every possibility. You want to keep the door open for requests of every kind, so you’re better off with simple and flexible guidelines that allow you to respond to requests on a case-by-case basis. And be aware of the benefit of using the word “may” rather than “will.” “The City *may* deny a request based on...” allows much more leeway than “The City *will* deny...”

In the application process, a production company’s greatest fear is an overly long turnaround time for city approval. The one consistent characteristic for all types of production is that *time is always short*. Whether it’s an eleventh-hour location change, or a commercial with only one day to choose a location, last-minute requests are going to come up. A good film guideline reflects the town’s understanding of this reality.

Part of the certification process is the Texas Film Commission’s approval of your film guidelines. Of course, we recognize and respect the right of every city to enact what works best for them. We’ll review your guidelines for pitfalls, and work with you to revise problematic clauses. When it comes to the final product, as long as you’re not actively driving films away, you’ll be on the fast track to approval.

The Application Form

Your application form should be designed to gather all of the relevant information from the production company. Knowing the when, where, who and how of a proposed production can go a long way as to how your community embraces and supports the activity. The completed application form is of value to the producers too, spelling out exactly what your city needs.

The attached filming guideline template has been used many times, with many different kinds of production. In just six pages, it includes all the guidelines you’re likely to need, and a two-page application form. This document lets the production company know what standard restrictions apply, and addresses film-related topics including:

- insurance coverage
- approval processes and timelines
- street closures
- pyrotechnics, special effects, dangerous animals, stunts, aerial photography
- types of production for which permits are required [generally, permits are not required for news and sports programming]
- parking restrictions
- required notifications of neighbors and businesses
- curfews
- noise restrictions
- security/damage deposits for use of city-owned property and equipment
- use of police, fire department, and city employees
- use of city trademarks or logo

Attachments

- Guidelines and Application
- Sample: Notification Leaflet letter
- Sample: Neighborhood signoff form
- Sample: Location Agreement
- Warner Bros. Code of Conduct
- Glossary of Film Terms

ORDINANCE NO. 2010-26

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, ADDING CHAPTER 15, "FILMING," TO THE CODE OF ORDINANCES OF THE CITY OF TOMBALL, TO REQUIRE A PERMIT FOR COMMERCIAL FILMING IN THE CITY OF TOMBALL, TO ESTABLISH POLICIES, PROCEDURES AND REGULATIONS AS THEY RELATE TO FILMING; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$500 FOR VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SAVINGS AND SEVERABILITY; PROVIDING FOR PUBLICATION; AND MAKING OTHER PROVISIONS AND FINDINGS RELATED THERETO

* * * * *

WHEREAS, the City of Tomball is blessed with historical or vintage residential and commercial structures; and

WHEREAS, such resources are of interest to filmmakers as locations for films and videos of all varieties; and

WHEREAS, the use of such resources often require the use of publicly-owned facilities, property, and equipment; and

WHEREAS, the City of Tomball wishes to encourage the use of the City of Tomball as a location for filming and videotaping, consistent with the duty of the City to protect the City's resources and citizens, and

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 Code of Ordinances of the City of Tomball is hereby to read as follows:

CHAPTER 15. COMMERCIAL FILMING

ARTICLE I. GENERALLY.

Sec. 15.1 Purpose

(a) This ordinance is intended to protect the personal and property rights of Tomball's residents and businesses. The mayor may impose additional regulations in the interest of public safety if deemed necessary.

(b) These guidelines cover request for commercial use, in the filming of movies, television and cable shows, commercials, and related activities, of City-owned property, city-owned equipment, city employees and private property which may affect adjacent public or private property.

Sec. 15.2 City Control and Authority

(a) The City Manager may authorize the use of any street, right-of-way, or public building, city-owned equipment, or city employees for commercial uses in the filming or taping of movies, television programs, commercials, training films and related activities.

(b) The City of Tomball shall have full control over the use of public streets and buildings of the City while being used, as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming if determined to be detrimental to the public health, safety or welfare.

(c) The City may inspect all structures, devices, and equipment to be used in connection with the filming and taping if required by the City Manager.

Sec. 15.3 Use of City Personnel

(a) The applicant shall pay for the costs of any Police, Fire, Public Works, or other City personnel assigned to the project (whether specifically requested by the applicant or not).

(b) The City Manager has the authority to require additional police or fire coverage if it is determined to be in the best interest for public safety. Off-duty police officers or firefighters are to be paid one and one-half their hourly rate.

(c) The City Manager will provide the applicant an estimate of the additional city personnel, other than the personnel requested by the applicant, necessary for the safe completion of the project.

Sec. 15.4 Use of City Property

(a) In conjunction with the use of any street, right-of-way, public building, name, trademark, logo, or equipment of the City, the City Manager may require that all or part of the fee specified or determined for such use be paid in advance. A security or damage deposit may also be required at the City Manager's discretion.

(b) The City Manager shall establish a fee schedule for the use of city property and city equipment. The City Manager may, with respect to a specific request for use of property or city equipment, establish rates that are adequate to

compensate the City for the use of that property or equipment if the standard rate schedule is inapplicable or inappropriate for the specific use proposed.

(c) The City of Tomball shall have full control over the use of the name, trademark and logo, public streets, and buildings of the City while being used, as well as control over the hours of production and the general location of the production.

Sec. 15.5 Special Equipment and Vehicles

The applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming including their proposed hours of use and their proposed parking locations. Such locations shall be specifically approved by the City so as to maintain traffic safety. On-street parking, use of public parking lots, use of exterior lighting, power generators, or any other noise or light producing equipment is subject to City Manager's approval.

Sec. 15.6 Hours of Filming

Unless special permission has been obtained from the City Manager in advance, filming will be limited to the hours of 7:00 a.m. to 9:00 p.m. on weekdays, 8:00 a.m. to 8:00 p.m. on Saturdays and holidays, and noon to 7 p.m. on Sundays.

Sec. 15.7 Notification of Neighbors

The applicant shall provide a short written description, approved by the City Manager, of the schedule for the proposed production to the owners and residents of each property in the affected neighborhood. The description shall provide a telephone number through which the residents of the affected neighborhood may communicate to the applicant. The applicant shall make reasonable attempts to accommodate the concerns of the residents of the affected neighborhood, and shall report to the City Manager a summary of all such communications, along with the name, address, and phone numbers of all contacted residents.

Sec. 15.8 Certificate of Insurance

The producer shall provide a certificate of insurance, naming the City of Tomball as an additional insured, showing coverage in at least the following amounts:

- (a) General commercial liability, including bodily injury and property damage: \$1,000,000;
- (b) automobile liability (combined single limit): \$1,000,000;
- (c) umbrella coverage: \$5,000,000

Sec. 15.9 Hold Harmless Agreement

The applicant shall sign the following Hold Harmless Agreement holding the City harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the direction and specifications of the City of Tomball and that I and my firm will defend, indemnify and hold harmless the City of Tomball for and from any loss, damage, expense, claims and costs of every nature and kind arising out of or in connection with the filming/taping to this permit.

Sec. 15.10 Liability

The applicant agrees to pay in full, promptly upon receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, and restore the property to its condition prior to production.

Sec. 15.11 Permit

It shall be unlawful for any person to undertake a commercial filming project unless a valid permit has been issued by the city. Commercial filming projects underway before the effective date of this article must be permitted within ninety days of the effective date of this article.

Sec. 15.12 Application

(a) Before filing an application for filming, the applicant is encouraged to contact the City Manager to discuss the production's specific filming requirements and the feasibility of filming.

(b) Application for a Commercial Filming Permit shall be made with the City Secretary by the commercial producer. The application shall be made on a form designed by the city, and shall include the following information:

- (1) The title of the commercial, film, or photo shoot
- (2) The type of production to be undertaken
- (3) The location of the filming
- (4) The dates of the filming
- (5) Contact information for the production office, producer and location manager

- (6) Production schedule and activities to include stunts, pyrotechnics, special effects aerial photography, amplified sound or use of animals
 - (a) Any pyrotechnics will require a special permit and prior approval and authorization from the Fire Marshal;
 - (b) Fire suppression (i.e., fire extinguishers) or other suitable means of extinguishment may be required; and
 - (c) All open flames, including those used during construction, shall be monitored for re-ignition for no less than 10 minutes.
 - (7) Number of persons involved with the production, including cast and crew
 - (8) Anticipated need of City personnel, equipment or property
 - (9) Description of any areas in which public access will be restricted during production.
 - (10) Description of any alterations that will be made to the property
 - (a) Any and all building or structures constructed, renovated, or used for filming are subject to inspection prior to use;
 - (b) Construction of sets may require building permits;
 - (c) Any wiring or lighting other than temporary cords may require electrical permits pulled by State of Texas Licensed Master Electricians;
 - (d) Any plumbing or air conditioning work not portable in nature may require permits pulled by State of Texas licensed contractors;
 - (e) Toilet facilities (portable toilets) must be provided for workers and maintained in a sanitary condition.
 - (11) Number and type of production vehicles that will be used and the locations where they will be stored
 - (12) Location where the crew will be fed, if not at the production location
 - (13) Location where extras will be held, if not at the production location
 - (14) Food vending will require health permits from Harris County Health Department
- (c) The application form shall include an acknowledgement by the applicant of the restrictions provided, and an affirmation that the operations to be conducted will comply.
- (d) An application processing fee of \$25.00 shall accompany each application for filming. The City Manager may waive this fee for non-profit organizations.
- (e) The City Manager may request additional information if useful or necessary to assist in making the necessary determinations.

Sec. 15.13 Application Approval Requirements

- (a) The Application must be approved before the commencement of filming or any other substantial activity related to the project.
 - (1) for commercial or episodic television, the application should be approved at least two (5) business days in advance;
 - (2) for feature films, the application should be filed ten (10) business days in advance.
- (b) The City Manager may grant exceptions to this requirement for good cause.

Sec. 15.14 Refund of Applicaton Fees; Transferability; Expiration

- (a) The applicant shall not be entitled to a refund of any fees paid in accordance with this division for any cause whatsoever.
- (b) A license issued pursuant to this division shall be deemed personal to the licensee and shall not be assignable. However, the license may be transferred from one location or place of business to another location after the City Manager shall have been given five days' notice of such proposed transfer, and the City has given consent thereto.
- (c) The license shall expire 45 days after the last date of scheduled filming on the application, unless an express expiration date is required by the City Manager.

Sec. 15.15 Vested Rights Not Created by Issuance

No license granted under this division shall be deemed the granting of a vested right, but such license shall remain subject to such legislation as shall be promulgated by the city council by ordinance.

Section 3. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. 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 5. Any person, firm or corporation that knowingly violates any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Tomball, Texas, and, upon conviction, shall be punished by a fine not to exceed five hundred (\$500.00) dollars for each offense.

Section 6. 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 _____ DAY OF _____ 2010.

COUNCILMAN QUINN	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

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 _____ DAY OF _____ 2010.

COUNCILMAN QUINN	_____
COUNCILMAN STOLL	_____

COUNCILMAN BROWN _____
COUNCILMAN TOWNSEND _____
COUNCILMAN DODSON _____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

GUIDELINES FOR FILMING IN TOMBALL, TEXAS

I. PURPOSE

The following guidelines are intended to protect the personal and property rights of our Tomball, Texas residents and businesses. The City Manager reserves the right to impose additional regulations in the interest of public safety if deemed necessary.

These guidelines cover requests for commercial use of City-owned property (streets, right-of-ways, parks, and public buildings), commercial use of private property that may affect adjacent public or private property, and the use of City equipment and personnel in the filming of movies, TV shows, commercials, and related activities.

II. CITY CONTROL/CITY MANAGER AUTHORITY

The City Manager may authorize the use of any street, right-of-way, or public building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration as specified on the application be met as a prerequisite to that use.

The applicant agrees that The City of Tomball, Texas shall have full control over the use of public streets and buildings of the City while being used, as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming if determined to be detrimental to the public health, safety and welfare.

The applicant shall agree to allow the respective City departments (i.e., Police, Fire, Building) to inspect all structures and/or devices and equipment to be used in connection with the filming and taping if required by the City Manager.

III. PERMIT REQUIREMENTS

Before filing an application for filming in Tomball, the Office of the City Manager must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Tomball.

Any commercial producer who desires to undertake a commercial production in Tomball, Texas is required to complete and return the attached application for filming to the office of the City Secretary, within the time frames below, to meet the approval periods established by City Council:

- **Commercials or episodic television:** a minimum of seven (7) business days prior to the commencement of filming or any substantial activity related to the project.
- **Feature films:** a minimum of ten (10) business days prior to the commencement of filming or any substantial activity related to the project.

IV. FEES

An application-processing fee of \$25.00 shall accompany each application for filming. The City Manager may waive this fee for non-profit organizations.

V. USE OF CITY EQUIPMENT AND PERSONNEL

The applicant will agree to pay for the costs of any Police, Fire, Public Works, or other City personnel assigned to the project (whether specifically requested by the production or not). Remuneration rates for the use of any City equipment, including police cars and fire equipment, will be established on a case-by-case basis as determined by the City Manager. The applicant will agree to pay in full, promptly upon receipt of an invoice, the charges incurred. The City Manager may, at his/her discretion, require an advance deposit for the use of the equipment.

The City Manager, in consultation with the Chief of Police and/or Fire Chief, shall have the authority to stipulate additional fire or police requirements and level of staffing for same, at any time during a film project if it is determined to be in the best interest of public safety, health and welfare, which cost shall be borne by the Applicant. Off-duty police officers and firefighters shall be paid by the production company at a rate no less than one and one-half their hourly rate based on their rank.

VI. USE OF CITY PROPERTY

The City Manager may authorize the use of any street, right-of-way, or public building, use of Tomball, Texas name, trademark or logo and/or use of City equipment and/or personnel for commercial uses in the production of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration as specified on the application be met as a prerequisite to that use. A security or damage deposit may be required based on production activity.

Depending upon the extent of the use of City property, the Applicant agrees to reimburse the City for inconveniences when using public property. Following is the rate schedule:

Activity	Cost per Calendar Day
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area	\$500
Partial non-disruptive use of a public building, park, right-of-way, or public area	\$250
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes)	\$50 per block
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes)	\$25 per block
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$50 per block or lot

The applicant agrees that The City of Tomball, Texas, shall have full control over the use of its name, trademark, logo, public streets and buildings of the City while any are being used, as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming activity if it is determined to be hazardous to the public health, safety and welfare.

VII. SPECIAL EQUIPMENT AND VEHICLES

The applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parking locations. Such locations must be specifically approved by the City so as to maintain traffic safety. On-street parking or use of public parking lots is subject to City approval. The use of exterior lighting, power generators, or any other noise- or light-producing equipment requires on-site approval of the City Manager.

VIII. HOURS OF FILMING

Unless permission has been obtained from the City Manager in advance and affected property owners, tenants and residents have been notified, filming will be limited to the following hours: Monday through Friday, 7:00 a.m. to 9:00 p.m., and Saturday, Sunday and holidays, 8:00 a.m. to 8:00 p.m.

IX. NOTIFICATION OF NEIGHBORS

The applicant shall provide a short written description, approved by the City Manager, of the schedule for the proposed production to the owners, tenants and residents of each property in the affected neighborhood (as defined by boundaries set by the City Manager). The applicant, or his or her designee, shall make a good faith effort to notify each owner, tenant and resident of all such property, and shall submit, as part of this application, a report noting each owner, tenant or resident's comments, along with their signatures, addresses and phone numbers. Based upon this community feedback, the City Manager may grant or deny the filming application.

X. CERTIFICATE OF INSURANCE

The producer shall attach a certificate of insurance, naming The City of Tomball, Texas as an additional insured, in an amount not less than \$1,000,000 general liability, including bodily injury and property damage with a \$5,000,000 umbrella; and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

XI. LIABILITY

The applicant agrees to pay in full, promptly upon receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, and restore the property to its original condition prior to the production, or to better than original condition.

XII. HOLD HARMLESS AGREEMENT

The producer shall sign the following Hold Harmless Agreement holding the City harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

I certify that I represent the firm that will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of The City of Tomball, Texas, and that I and my firm will indemnify and hold harmless The City of Tomball, Texas for and from any loss, damage, expense, claims and costs of every nature and kind arising out of or in connection with the filming/taping pursuant to this permit.

I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I hold the authority to sign this and other contracts and agreements with the City of Tomball on behalf of the firm.

Signed: _____

Title: _____

Date: _____

THE CITY OF TOMBALL, TEXAS

Application for Commercial Filming

Title of project: _____

Type of production: Commercial _____ Feature Film _____
 Television _____ Training Film _____
 Public Service _____ Other _____

Location of filming: _____

Date(s) of filming: _____

CONTACTS

Production Office:

Name: _____

Address: _____

Phone: _____ Fax: _____

Producer:

Name: _____

Address: _____

Phone: _____ Fax: _____

Location Manager:

Name: _____

Address: _____

Phone: _____ Fax: _____

Texas Film Commission Representative: _____

PRODUCTION *(Attach additional sheets if necessary.)*

1. Production schedule and activities to include stunts, pyrotechnics, special effects, aerial photography, amplified sound or use of animals: (Give dates and times and rain dates. Hours should include set-up, holding of sets and restoration.)

2. Number of persons involved with the production, including cast and crew:
3. Anticipated need of City personnel, equipment or property:
4. Describe any areas in which public access will be restricted during production:
5. Describe alterations to property:
6. Number and type of production vehicles to be used and location(s) where vehicles will be parked:
7. Location where crew will be fed, if not at production location:
8. Location where extras will be held, if not at production location:
9. Map of anticipated street closure(s) or other public area use.

Application completed by:

Name/Title: _____ Date: _____

Approved by: _____ Date: _____

The "Guidelines for Filming in Tomball, Texas" apply to all filming activities, and the Office of the City Manager may require the applicant to acknowledge receipt of the guidelines prior to approving this application.

**TOMBALL, TEXAS — PROPOSED FILMING PERMIT
NOTIFICATION AND SIGNOFF REQUEST**

Tomball, Texas requires that all property owners / residents whose property is adjacent to the area sought to be closed must be notified and provided with a map of the area, which indicates all obstructions to be placed in the closure area. The notification must indicate by signature, whether the property owner/resident approves or disapproves of the proposed closure.

For additional information concerning the actual filming at this location, please contact:

(Film Company's Contact Name)

(Phone Number)

_____ is applying for a FILMING PERMIT for the following film:
(Company Name)

(Name of Film)

The filming is scheduled for the following dates and times: _____

The filming will close or partially close the following streets: _____

The filming will consist of the following: _____

PROPERTY OWNER / RESIDENT

Please fill out the this section completely as this information is used by Tomball, Texas to determine whether or not the filming activities indicated above will be approved or denied.

☐ APPROVE

☐ DISAPPROVE

RECEIVED MAP:

☐ YES

☐ NO

(Print Name and Title)

(Signature)

(Print Address)

(Phone Number)

☐ RESIDENCE

☐ BUSINESS (Choose One)

Comments: _____

Street: _____

Block Number: _____

Received by Tomball, Texas on: _____

CITY OF TOMBALL LOCATION AGREEMENT

Working Title of Motion Picture

Date

Set Name

Scene Numbers

Name (herein called "Licensor")
Business Address

Phone Number

The City of Tomball, Texas, hereby grants to (Production Company with address)
(herein called "Company"), and its employees, agents, independent producers, contractors and suppliers,
permission to enter upon and use the premises located at: _____

and all signs, fixtures, and other personal and real property on and around said premises (all of which,
together with said premises, shall be referred to herein as the "Property") for the purpose of still photography
and making motion pictures, videotapes and sound recordings in connection with the production, exhibition,
advertising and exploitation of the motion picture, commencing on or about _____
(subject to change on account of weather conditions or changes in
production schedule), and continuing until completion of all scenes and work required.

CHARGES: *(Rates and/or rate schedule—this can vary as to flat day rate, hourly charges—this is negotiated
by the production and the location owner)*

All charges are payable on completion of all work contemplated, unless specifically agreed to the contrary.
Company is not obligated to actually use the Property or produce any motion picture or include material
photographed or recorded hereunder in the motion picture. Company may at any time elect not to use the
Property by giving Licensor written notice of such election, in which case neither party shall have any
obligation hereunder.

Company may place all necessary facilities and equipment, including temporary sets, and park vehicles if
appropriate, on the Property, and agrees to remove same after completion of work and leave the Property in
as good condition as when received, reasonable wear and tear from uses permitted herein excepted. Signs on
the Property may, but need not, be removed or changed, but, if removed or changed, must be replaced.
Licensor agrees to execute a location restoration release in Company's favor upon Company's reasonable
request following restoration of the Property. In connection with the motion picture, Company may refer to
the Property or any part thereof by any actual or fictitious name and may attribute any real or fictitious events
as occurring on the Property. Licensor irrevocably grants to Company and Company's successors and
assigns the right, in perpetuity, throughout the universe, to duplicate and re-create all or a portion of the
Property, to alter such duplicates and re-creations, and to use such duplicates and re-creations in any media
and/or manner now known or hereafter devised in connection with the motion picture, including without
limitation sequels thereto, merchandising, theme parks and studio tours, and in connection with publicity,
promotion and/or advertising for any or all of the foregoing.

Company agrees to use reasonable care to prevent damage to said Property, and will indemnify Licensor, and all other parties lawfully in possession of said Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Company's part in connection with the work hereunder.

All rights of every kind in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder shall be and remain vested in Company and its successors, assigns and licensees, and neither Licensor nor any tenant, or other party now or hereafter having an interest in said Property, shall have any right of action against Company or any other party arising out of any use of said still pictures, motion pictures, videotapes, photographs and/or sound recordings, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature.

At any time within 6 months from the date Company completes its use of the Property hereunder, Company may, upon not less than 5 days prior written notice to Licensor, re-enter and use the Property for such period as may be reasonably necessary to photograph retakes, added scenes, etc. desired by Company upon the same terms and conditions as contained in this agreement.

Licensor warrants that Licensor is the owner or authorized agent for the owner of the Property and that Licensor has full authority to enter into this agreement and grant the rights herein granted.

Licensor's sole remedy for a breach by Company of any of Company's obligations hereunder shall be an action at law for damages, it being agreed that in no event shall Licensor or its successors and assigns, or any other party now or hereafter having an interest in said Property seek or be entitled to injunctive or other equitable relief for breach by Company of any of its obligations under this Agreement.

If the box below is checked, the attached Addendum shall constitute part of this agreement. This is the entire agreement. This agreement cancels and supersedes all prior negotiations and undertakings relating to the Property and contains all of the terms, covenants, conditions, representations and warranties, written or oral, of the parties hereto in the premises. No other authorization is necessary to enable Company to use the Property for the purposes herein contemplated.

ACCEPTED:

(Company)

Licensor: _____

By: _____
Its: Authorized Signatory

By: _____
Its:

Terms confirmed by:

Address: _____

Location Manager

Federal I.D.# _____

☐ Check here if Addendum attached

PRODUCTION COMPANY LETTERHEAD

SAMPLE #1: MERCHANTS AND BUSINESS DISTRICT

June 14, 2006

Dear Neighbor:

My name is Joe Smith and I am a Location Scout for the upcoming movie, "THE MOVIE". Shooting will be taking place in Providence beginning in August 2006 and continuing through November 2006.

Some of our locations are in your building's area, and we wanted to inform you of our upcoming presence beginning Friday, August 11th. On this day as well as Monday, August 14th and Tuesday, August 15th we will be filming outside the Turks Head Building. Wednesday, August 16th through Saturday, August 17th we will be filming on Washington Street between. We are going to need to down many of the surrounding streets, as well as posting "No Parking" signs with the help of the City of Providence. We are going to have multiple Providence Police Detail Officers on hand to help direct traffic and ensure public safety.

We apologize for any inconvenience that this may cause, but thank you in advance for your cooperation. If you have any questions or concerns, please feel free to contact me on my cell phone at 401-555-1234, or my colleague Emily Jones at 401-555-6789.

Thank you,

Joe Smith
Location Scout

PRODUCTION COMPANY LETTERHEAD

SAMPLE #2: RESIDENTIAL NEIGHBORHOOD

September 1, 2006

Dear Waterman Street Neighbor:

We are presently filming the television show "TeeVee Show" in Providence. One of our recurring locations is in your neighborhood and we wanted to inform you of our upcoming presence.

On Thursday, October 19, 2006 we will be filming a few scenes on Waterman Street that will require us to clear the street, as well as intermittently close the street down throughout the day. We are currently working on alternative parking nearby for those we will be affecting the most and thank you in advance for your patience with that.

We understand that this may be an inconvenience to your everyday activities, but ask for your cooperation during filming. Without the support of the residents of Providence, it would not be possible for us to shoot locally. If you have any questions or concerns, please contact us at 401-555-4321 or send an e-mail to emailaddress@tv.com.

Thank you,

The Locations Department
TeeVee Show Productions

PRODUCTION COMPANY LETTERHEAD

SAMPLE #3: RESIDENTIAL NEIGHBORHOOD, PRODUCTION TRUCK PARKING

September 1, 2006

Dear Hope Street Neighbor:

We are presently filming the television show “TeeVee Show” in Providence. One of our recurring locations is in your neighborhood and we wanted to inform you of our upcoming presence.

On Tuesday, November 13, 2006 we will be filming a few scenes on nearby Governor Street that will require us to clear that street, as well as intermittently close it down throughout the day. We will also need to park some of our production trucks and vehicles on Hope Street. We are currently working on alternative parking nearby for those we will be affecting the most and thank you in advance for your patience with that.

We understand that this may be an inconvenience to your everyday activities, but ask for your cooperation during filming. Without the support of the residents of Providence, it would not be possible for us to shoot locally. If you have any questions or concerns, please contact us at 401-555-4321 or send an e-mail to emailaddress@tv.com.

Thank you,

The Locations Department
TeeVee Show Productions



FILMMAKERS CODE OF PROFESSIONAL RESPONSIBILITY

To the Public: We are pleased to be filming in this location and appreciate your cooperation. If you find this production company is not adhering to the Filmmakers Code of Professional Responsibility, please call Lisa Rawlins, Senior Vice President, Studio and Production Affairs, Warner Bros. Entertainment at (818) 802-2022 (cell) or (818) 954-1990 (office).

To our Production Companies: You are guests and should treat this location, as well as the public, with courtesy. If we do not conduct our business in a respectful professional manner while working in our local communities, we cannot expect cooperation from the communities in the future. Please adhere to the following guidelines.

1. When filming in a neighborhood or business district, proper notification is to be provided to each merchant or neighbor who is directly affected by the company (this includes parking, base camps and meal areas). The filming notice should include:
 - * **name of company**
 - * **name of the production**
 - * **kind of production (e.g. feature film, movie of the week, TV pilot, etc.)**
 - * **type of activity, and duration (i.e., times, dates and number of days, including prep and strike)**
 - * **company contact (first assistant director, unit production manager, location manager)**

The Filmmakers Code of Professional Responsibility should be attached to the filming notification distributed to the neighborhood.

2. Production vehicles arriving on location in or near a residential neighborhood shall not enter the area before the time stipulated in the permit, and park one by one, turning off engines as soon as possible. Cast and crew shall observe designated parking areas.
3. Every member of the crew shall wear a production badge, when issued.
4. Moving or towing of the public's vehicles is prohibited without the express permission of the municipal jurisdiction or the owner of the vehicle.
5. Do not park production vehicles in, or block driveways without the express permission of the municipal jurisdiction or driveway owner.

-- OVER --

Filmmakers Code of Professional Responsibility

Page 2

6. Cast and crew meals shall be confined to the area designated in the location agreement or permit. Individuals shall eat within their designated meal area, during scheduled crew meals. All trash must be disposed of properly upon completion of the meal. Remember to use the proper receptacles for trash (e.g., napkins, plates, coffee cups, etc.) that you may use in the course of the working day.
7. Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or property owner.
8. All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of that location unless otherwise stipulated by the location agreement or permit. Also remember to remove all signs posted to direct the company to the location.
9. Every member of the cast and crew shall keep noise levels as low as possible.
10. Do not wear clothing that lacks common sense and good taste. Shoes and shirts must be worn at all times, unless otherwise directed.
11. Crewmembers shall not display signs, posters or pictures on vehicles that do not reflect common sense or good taste (e.g., pin-up posters...).
12. Do not trespass onto other neighbors' or merchants' property. Remain within the boundaries of the property that has been permitted for filming.
13. The cast and crew shall not bring guests or pets to the location, unless expressly authorized in advance by the company.
14. All construction, strike, catering, crafts service, and personal trash must be removed from the location.
15. Observe designated smoking areas and always extinguish cigarettes in butt cans.
16. Cast and crew will refrain from the use of lewd or improper language within earshot of the general public.
17. The company will comply at all times with the provisions of the filming permit.

Warner Bros. Entertainment appreciates your cooperation and assistance in upholding the Filmmakers Code of Professional Responsibility.

I have received and read the "Filmmakers Code of Professional Responsibility."

Signature

Date

Film & TV Productions Made in Texas (1910 - 2009)

1910

A MOUNTAIN WIFE

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

A PLUCKY AMERICAN GIRL

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

A POSTAL SUBSTITUTE

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

A RACE FOR A BRIDE

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

A ROUGH NIGHT ON THE BRIDGE

Type Of Project: Feature (studio)
Director: Gaston Méliès, Georges Méliès

Distributor: Star Film Company
Locations: San Antonio

A TEXAS JOKE

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

A WESTERN WELCOME

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

A WOMAN IN THE CASE

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

BASEBALL, THAT'S ALL

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

BILLY'S SISTER

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

BRANDING THE THIEF

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

COWBOYS AND BACHELOR GIRLS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

CYCLONE PETE'S MATRIMONY

Type Of Project: Feature (studio)
Director: Gaston Méliès
Distributor: Star Film Company
Locations: San Antonio

GENEROUS CUSTOMERS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

HER WINNING WAYS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

HIS SERGEANT'S STRIPES

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

IN THE MISSION SHADOWS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

IN THE TALL GRASS COUNTRY

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

LOVE'S C.D.Q.

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

MRS. BARGAINDAY'S BABY

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

OLD NORRIS' GAL

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

OUT FOR MISCHIEF

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

PALS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

RETURN OF TA-WA-WA

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

SALT ON THE BIRD'S TAIL

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

SPEED VERSUS DEATH

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE BIRTHDAY CIGARS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE DEBT REPAID

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE GOLDEN SECRET

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

Film & TV Productions Made in Texas (1910 - 2009)

THE LITTLE PREACHER

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

UNDER THE STARS AND BARS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

FIRE! FIRE! FIRE!

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE NEWLY BORN

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

WHAT GREAT BEAR LEARNED

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

HER FAITHFUL HEART

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE PADRE'S SECRET

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

WHITE DOE'S LOVERS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

HER SPOILED BOY

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE PALEFACE PRINCESS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

WON IN THE FIFTH

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

HOW MARY MET THE COWPUNCHERS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE ROMANCE OF CIRCLE RANCH

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

1911

AN UNWILLING COWBOY

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

IN THE HOT LANDS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE RULING PASSION

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

BESSIE'S RIDE

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

IN THE RIGHT OF WAY

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE SEAL OF THE CHURCH

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

BILLY AND HIS PAL

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

IN TIME FOR PRESS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE STRANDED ACTOR

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

CHANGING THE COOK

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

JACK MASON'S LAST DEAL

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

UNCLE JIM

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

CRIMSON SCARS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

MARY'S STRATEGEM

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

Film & TV Productions Made in Texas (1910 - 2009)

MY PRAIRIE FLOWER

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

ONLY A SISTER

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

SIR PERCY AND THE PUNCHERS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE HONOR OF THE FLAG

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE IMMORTAL ALAMO

Type Of Project: Feature (studio)
Director: Gaston Mèliès
Distributor: Star Film Company
Locations: San Antonio (San José Mission)

THE KISS OF MARY JANE

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE OWNER OF THE L.L. RANCH

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE REDEMPTION OF RAWHIDE

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE REFORMATION OF JACK ROBINS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE SCHOOLMARM OF COYOTE COUNTY

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE SNAKE IN THE GRASS

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE SPRING ROUND-UP

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

THE WARRANT FOR RED RUBE

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

TONY, THE GREASER

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

WHEN THE TABLES TURNED

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

1913

THE SEIGE AND FALL OF THE ALAMO

Type Of Project: Feature (studio)
Director:
Distributor:
Locations: San Antonio

1915

THE COWPUNCHER

Type Of Project: Feature (studio)
Director: William Johnson Jossey
Distributor: Supreme Film Co.
Locations:

1916

THE SECRET KINGDOM

Type Of Project: Feature (studio)
Director:
Distributor: Star Film Company
Locations: San Antonio

1918

HEART OF THE SUNSET

Type Of Project: Feature (studio)
Director: Frank Powell
Distributor: Goldwyn Distributing Corp.
Locations: Eagle Pass; Corpus Christi; San Antonio area

1919

THE FORFEIT

Type Of Project: Feature (studio)
Director: Frank Powell
Distributor: Sunset Pictures Corp.
Locations: San Antonio; Kingsville (King Ranch)

THE UNBROKEN PROMISE

Type Of Project: Feature (studio)
Director: Frank Powell
Distributor: Sunset Pictures Corp.
Locations:

1920

DEATH VALLEY KID

Type Of Project: Feature (studio)
Director:
Distributor: Sunset Players
Locations: San Antonio

THE DAUGHTER OF DAWN

Type Of Project: Feature (studio)
Director: Norbert Myles
Distributor:
Locations:

1922

LITTLE MISS BLUEBONNET

Type Of Project: Feature (studio)
Director:
Distributor: Patrick Sylvester McGeeney
Locations: San Antonio

Film & TV Productions Made in Texas (1910 - 2009)

1923

THE WARRENS OF VIRGINIA

Type Of Project: Feature (studio)
Director:
Distributor: Fox Film Company
Locations: San Antonio

1924

NORTH OF 36

Type Of Project: Feature (studio)
Director: Irvin Willat
Distributor: Paramount Pictures
Locations: Houston area (Fort Bend County)

SUNDOWN

Type Of Project: Feature (studio)
Director: Laurence Trimble, Harry O. Hoyt
Distributor: First National Pictures
Locations: San Antonio (San José Mission)

1925

THE BIG PARADE

Type Of Project: Feature (studio)
Director: King Vidor
Distributor: MGM
Locations: San Antonio area

1927

THE ROUGH RIDERS

Type Of Project: Feature (studio)
Director: Victor Fleming
Distributor: Paramount Pictures
Locations: San Antonio area

WINGS

Type Of Project: Feature (studio)
Director: William A. Wellman
Distributor: Paramount Pictures
Locations: San Antonio area

1928

BORDER PATROL

Type Of Project: Feature (studio)
Director: James P. Hogan
Distributor: Pathé
Locations: El Paso

1931

THE CONQUERING HORDE

Type Of Project: Feature (studio)
Director:
Distributor: Paramount
Locations: Fort Bend

1934

SUNSET CARSON

Type Of Project: Feature (studio)
Director:
Distributor: Kier Film Company
Locations: San Antonio

THE PASSION PLAY

Type Of Project: Feature (studio)
Director:
Distributor: Kier Film Company
Locations: San Antonio

TUBAL CAIN

Type Of Project: Feature (studio)
Director:
Distributor: Kier Film Company
Locations: San Antonio

WEST POINT OF THE AIR

Type Of Project: Feature (studio)
Director:
Distributor: MGM
Locations: San Antonio area

1936

THE ALAMO

Type Of Project: Feature (studio)
Director:
Distributor: Kier Film Company
Locations: San Antonio

THE BIG SHOW

Type Of Project: Feature (studio)
Director: Mack V. Wright
Distributor: Republic Pictures
Locations: Dallas (Texas Centennial Exposition)

1937

CLIPPED WINGS

Type Of Project: Feature (studio)
Director:
Distributor: Kier Film Company
Locations: San Antonio

MARCHING ON

Type Of Project: Feature (studio)
Director:
Distributor: Kier Film Company
Locations: San Antonio

SACRED MYSTERY

Type Of Project: Feature (studio)
Director:
Distributor: Kier Film Company
Locations: San Antonio

1938

THE FALL OF THE ALAMO

Type Of Project: Feature (studio)
Director: Stuart Paton
Distributor: National Pictures, Inc.
Locations: San Antonio (San José Mission)

THE TEXANS

Type Of Project: Feature (studio)
Director: James P. Hogan
Distributor: Paramount
Locations: Cotulla; Port Lavaca; Laredo (La Mota Ranch)

1939

GERONIMO

Type Of Project: Feature (studio)
Director: Paul H. Sloane
Distributor: Paramount
Locations: El Paso (Fort Bliss)

1940

HIGH SCHOOL

Type Of Project: Feature (studio)
Director:
Distributor: 20th Century Fox
Locations: San Antonio

I WANTED WINGS

Type Of Project: Feature (studio)
Director: Mitchell Leisen
Distributor: Paramount
Locations: San Antonio area

1941

BLOOD OF JESUS

Type Of Project: Feature (independent)
Director: Spencer Williams
Distributor: Sack Amusement Enterprises
Locations: Dallas

Film & TV Productions Made in Texas (1910 - 2009)

1942

BROTHER MARTIN

Type Of Project: Feature (studio)
Director: Spencer Williams
Distributor: Sack Amusement Enterprises
Locations: Dallas

GIRL IN ROOM 20

Type Of Project: Feature (studio)
Director: Spencer Williams
Distributor: Sack Amusement Enterprises
Locations: Dallas; San Antonio

NO MAN'S LAND

Type Of Project: Feature (studio)
Director:
Distributor:
Locations: San Antonio

1943

AERIAL GUNNER

Type Of Project: Feature (studio)
Director:
Distributor: Paramount
Locations: Harlingen

MARCHING ON!

Type Of Project: Feature (independent)
Director: Spencer Williams
Distributor: Sack Amusement Enterprises
Locations: Dallas

1947

JUKE JOINT

Type Of Project: Feature (studio)
Director: Spencer Williams
Distributor: Sack Amusement Enterprises
Locations: Dallas; San Antonio

THE SUNDOWNERS

Type Of Project: Feature (studio)
Director: George Templeton
Distributor: Eagle-Lion Films
Locations: Davis Mountains, Amarillo area, Palo Duro Canyon, Canyon, Stinnett

STRIKE IT RICH

Type Of Project: Feature (studio)
Director:
Distributor:
Locations: Lindale; Tyler; Kilgore; Turnertown

1951

AIR CADET

Type Of Project: Feature (studio)
Director:
Distributor: Universal
Locations: San Antonio area

WE'VE NEVER BEEN LICKED

Type Of Project: Feature (studio)
Director: John Rawlins
Distributor: Universal Pictures
Locations: College Station

1949

BAD BOY

Type Of Project: Feature (studio)
Director: Kurt Neumann
Distributor:
Locations: Copperas Cove

VIVA ZAPATA!

Type Of Project: Feature (studio)
Director: Elia Kazan
Distributor: 20th Century Fox
Locations: San Ygnacio; Roma; Dolores

1944

GO DOWN DEATH

Type Of Project: Feature (studio)
Director: Spencer Williams
Distributor: Sack Amusement Enterprises
Locations: Dallas

EL PASO

Type Of Project: Feature (studio)
Director: Lewis R. Foster
Distributor:
Locations: El Paso area

1952

ARROWHEAD

Type Of Project: Feature (studio)
Director: Charles Marquis Warren
Distributor: Paramount Pictures
Locations: Brackettville area

OF ONE BLOOD

Type Of Project: Feature (studio)
Director: Spencer Williams
Distributor: Sack Amusement Enterprises
Locations: Dallas

RIO GRANDE

Type Of Project: Feature (studio)
Director: Norman Sheldon
Distributor:
Locations: Juanita

BORDER FENCE

Type Of Project: Feature (studio)
Director:
Distributor:
Locations: San Antonio

1946

BEALE STREET MAMA

Type Of Project: Feature (studio)
Director: Spencer Williams
Distributor: Sack Amusement Enterprises
Locations: Dallas, San Antonio

1950

DUNGEON OF HORROR

Type Of Project: Feature (studio)
Director:
Distributor:
Locations: San Antonio

1953

TAKE THE HIGH GROUND

Type Of Project: Feature (studio)
Director:
Distributor:
Locations: El Paso

DIRTY GERTIE FROM HARLEM U.S.A.

Type Of Project: Feature (studio)
Director: Spencer Williams
Distributor: Sack Amusement Enterprises
Locations: Dallas; San Antonio

HIGH LONESOME

Type Of Project: Feature (studio)
Director: Alan LeMay
Distributor:
Locations: Marfa, Antelope Springs

1955

GIANT

Type Of Project: Feature (studio)
Director: George Stevens
Distributor: Warner Bros.
Locations: Marfa

Film & TV Productions Made in Texas (1910 - 2009)

THE LAST COMMAND

Type Of Project: Feature (studio)
Director: Frank Lloyd
Distributor: Republic Pictures
Locations: Brackettville area

1962

STATE FAIR

Type Of Project: Feature (studio)
Director: José Ferrer
Distributor: 20th Century Fox
Locations: Dallas (Fair Park)

1967

BONNIE AND CLYDE

Type Of Project: Feature (studio)
Director: Arthur Penn
Distributor: Warner Bros.
Locations: Dallas area, Denton, Pilot Point, Ponder, Red Oak, Waxahachie

1958

FIVE BOLD WOMEN

Type Of Project: Feature (studio)
Director: Jorge Lopez Portillo
Distributor:
Locations: Brackettville area

THE WEIRD ONES

Type Of Project: Feature (studio)
Director: Pat Boyette
Distributor: Colonial International Pictures
Locations: San Antonio

MARS NEEDS WOMEN

Type Of Project: Feature (independent)
Director: Larry Buchanan
Distributor:
Locations: Dallas, Houston

1959

THE ALAMO

Type Of Project: Feature (studio)
Director: John Wayne
Distributor:
Locations: Brackettville area

YOUNG GUNS OF TEXAS

Type Of Project: Feature (studio)
Director: Maury Dexter
Distributor:
Locations: Big Bend National Park

1968

BANDOLERO!

Type Of Project: Feature (studio)
Director: Andrew V. McLaglen
Distributor: 20th Century Fox
Locations: Brackettville; Del Rio; Turkey Mountain

THE GIANT GILA MONSTER

Type Of Project: Feature (independent)
Director: Ray Kellogg
Distributor:
Locations: Dallas area

HUD

Type Of Project: Feature (studio)
Director: Martin Ritt
Distributor: Paramount Pictures
Locations: Claude

MIDNIGHT COWBOY

Type Of Project: Feature (studio)
Director: John Schlesinger
Distributor: United Artists
Locations: Big Spring; Sweetwater

THE KILLER SHREWS

Type Of Project: Feature (independent)
Director: Ray Kellogg
Distributor:
Locations: Dallas area

1964

BABY, THE RAIN MUST FALL

Type Of Project: Feature (studio)
Director: Robert Mulligan
Distributor: Columbia Pictures
Locations: Wharton; Columbus

VIVA MAX!

Type Of Project: Feature (studio)
Director: Jerry Paris
Distributor: Landau/Unger
Locations: San Antonio

1960

HOME FROM THE HILL

Type Of Project: Feature (studio)
Director: Vincente Minnelli
Distributor: MGM
Locations: Paris area

1966

MANOS, THE HANDS OF FATE

Type Of Project: Feature (independent)
Director: Hal Warren
Distributor: Sinister Cinema
Locations: Something Weird Video
Locations: El Paso; Ysleta

1969

HELLFIGHTERS

Type Of Project: Feature (studio)
Director: Andrew V. McLaglen
Distributor: Universal Pictures
Locations: Houston area

1961

TOMBOY AND THE CHAMP

Type Of Project: Feature (studio)
Director: Francis D. Lyon
Distributor: Universal - International
Locations: Houston; Katy

SAM

Type Of Project: Feature (studio)
Director:
Distributor: NETV
Locations: Brackettville area

MAROONED

Type Of Project: Feature (studio)
Director: John Sturges
Distributor:
Locations: Houston

1970

A BULLET FOR PRETTY BOY

Type Of Project: Feature (studio)
Director: Larry Buchanan
Distributor: American International
Locations: Dallas area

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BREWSTER MCCLOUD

Type Of Project: Feature (studio)
Director: Robert Altman
Distributor: MGM
Locations: Houston

MY SWEET CHARLIE

Type Of Project: Feature (studio)
Director: Lamont Johnson
Distributor: NBC
Locations: Galveston; Port Bolivar

THE ANDROMEDA STRAIN

Type Of Project: Feature (studio)
Director: Robert Wise
Distributor: Universal Pictures
Locations: Shafter

1971

DON'T LOOK IN THE BASEMENT

Type Of Project: Feature (independent)
Director:
Distributor: Century
Locations: Tehuacana

THE LAST PICTURE SHOW

Type Of Project: Feature (studio)
Director: Peter Bogdanovich
Distributor: Columbia Pictures
Locations: Archer City

THE MARK OF THE WITCH

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas

THE RED, WHITE AND BLACK

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Fort Davis

THE WINDSPLITTER

Type Of Project: Feature (studio)
Director:
Distributor:
Locations: Columbus area

1972

A MOTHER'S TALE

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Weatherford (Dallas area)

BOOK OF NUMBERS

Type Of Project: Feature (independent)
Director: Raymond St. Jacques,
Distributor: AVCO Embassy Pictures
Locations: Dallas

DISCIPLES OF DEATH

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Terlingua

JAPANESE TELEVISION SPECIAL

Type Of Project: TV Special
Director:
Distributor:
Locations:

LOVE, LOVE, LOVE

Type Of Project: TV Special
Director:
Distributor:
Locations: Ennis (Dallas area)

LOVIN' MOLLY

Type Of Project: Feature (studio)
Director: Sidney Lumet
Distributor: Columbia Pictures
Locations: Bastrop (Austin area)

MAN AND THE LAND

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: San Antonio

ROAD SHOW TV SPECIAL

Type Of Project: TV Special
Director:
Distributor:
Locations: Houston

SCUBA

Type Of Project: Documentary
Director: Buddy Gaines III
Distributor: Prism Entertainment
Locations:

SUNRISE IN HELL

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Conroe (Houston area)

THE GETAWAY

Type Of Project: Feature (studio)
Director: Sam Peckinpah
Distributor: Warner Bros.
Locations: San Marcos (Austin area); Huntsville; San Antonio; El Paso

THE LEGEND OF BOGGY CREEK

Type Of Project: Feature (independent)
Director: Charles B. Pierce
Distributor: Howco International Pictures
Locations: Texarkana

THE SENATOR

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas

THE THIEF WHO CAME TO DINNER

Type Of Project: Feature (studio)
Director: Bud Yorkin
Distributor: Warner Bros.
Locations: Houston

THE TURTLE

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Weatherford (Dallas area)

TO SARA LEE

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: west Texas

TREEHOUSE

Type Of Project: TV Pilot (independent)
Director:
Distributor:
Locations: Dallas

WHEELS OF FIRE

Type Of Project: Documentary
Director: Douglas Kent Hall
Distributor:
Locations: Dallas

Film & TV Productions Made in Texas (1910 - 2009)

WOMEN'S SPECIAL FOR ABC

Type Of Project: TV Special

Director:

Distributor: ABC

Locations: Houston

THE SUGARLAND EXPRESS

Type Of Project: Feature (studio)

Director: Steven Spielberg

Distributor: Universal Studios

Locations: San Antonio; Floresville; Del Rio; Houston area; Richmond; Clodine; Sugar Land; Seguin; Boerne; Pleasanton

SLICK SILVER

Type Of Project: Feature (independent)

Director: Perry Tong

Distributor:

Locations: Dallas/Fort Worth area; Temple

1973

BENJI

Type Of Project: Feature (independent)

Director: Joe Camp

Distributor: Mulberry Square Productions

Locations: McKinney (Dallas area)

THE TEXAS CHAINSAW MASSACRE

Type Of Project: Feature (independent)

Director: Tobe Hooper

Distributor: New Line Cinema, Bryanston Pictures, New Line Cinema

Locations: Round Rock (Austin area)

STEPSISTERS

Type Of Project: Feature (independent)

Director: Perry W. Tong

Distributor: Regal

Locations: Peaster

FOX STYLE

Type Of Project: Feature (independent)

Director:

Distributor:

Locations: Dallas; Marshall; Pecos

TOGETHER BROTHERS

Type Of Project: Feature (studio)

Director:

Distributor:

Locations: Galveston (Houston area)

THE POND

Type Of Project: Feature (studio)

Director:

Distributor: Walt Disney Productions

Locations: Caddo Lake State Park, Marshall

'GATOR BAIT

Type Of Project: Feature (independent)

Director:

Distributor:

Locations: Caddo Lake State Park (east Texas)

1974

ATTACK ON TERROR: THE FBI VS. THE KU KLUX KLAN

Type Of Project: TV Miniseries

Director: Marvin Chomsky

Distributor: CBS

Locations: Smithville, Bastrop, San Marcos (Austin area); Sam Houston National Forest, Groveton; Coldspring; Huntsville

GIOVANNI AND BEN (AKA SISTEMO L'AMERICA E TORNO)

Type Of Project: Feature (independent)

Director:

Distributor:

Locations: Dallas; Huntsville

PHANTOM OF THE PARADISE

Type Of Project: Feature (independent)

Director: Brian De Palma

Distributor: 20th Century Fox

Locations: Dallas

HERNANDEZ, HOUSTON P.D.

Type Of Project: TV Movie

Director:

Distributor:

Locations: Houston

HOUSTON, WE'VE GOT A PROBLEM

Type Of Project: TV Movie

Director:

Distributor: Universal

Locations: Houston (NASA)

SUGAR HILL

Type Of Project: Feature (independent)

Director:

Distributor: American International Pictures

Locations: Houston

THE GREAT WALDO PEPPER

Type Of Project: Feature (studio)

Director: George Roy Hill

Distributor: Universal Studios

Locations: Elgin, Lockhart (Austin area); Floresville (San Antonio area); Kerrville

IT HAPPENED ONE WEEKEND

Type Of Project: Feature (independent)

Director: Palmer Rockey

Distributor:

Locations: Dallas, Richardson, Plano

LOST ON PARADISE ISLAND

Type Of Project: Feature (independent)

Director: George Leskay

Distributor:

Locations: Liberty (Houston area)

1975

AUSTIN CITY LIMITS (1ST SEASON)

Type Of Project: TV Series (network or cable)

Director:

Distributor: PBS

Locations: Austin

CITYSCAPE: SAN ANTONIO RIVERWALK

Type Of Project: Documentary

Director: Warren Skaaren

Distributor: U.S. Office of Education

Locations: San Antonio

DRIVE-IN

Type Of Project: Feature (independent)

Director:

Distributor:

Locations: Terrell (Dallas area)

LEADBELLY

Type Of Project: Feature (studio)

Director: Gordon Parks

Distributor: Paramount Pictures

Locations: Austin; Bastrop; San Marcos; Uhland; Fentress; Georgetown; Marlin; Calvert; Red Rock

LOGAN'S RUN

Type Of Project: Feature (studio)

Director: Michael Anderson

Distributor: United Artists

Locations: Dallas; Fort Worth; Houston

MACKINTOSH AND T.J.

Type Of Project: Feature (independent)

Director: Marvin Chomsky

Distributor:

Locations: Dickens

Film & TV Productions Made in Texas (1910 - 2009)

MURDER AT THE WORLD SERIES

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

RACE WITH THE DEVIL

Type Of Project: Feature (studio)
Director: Jack Starrett
Distributor: 20th Century Fox
Locations: San Antonio area: Bandera, Leakey, Kerrville, Castroville

THE PYRAMID

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas

1976

A SMALL TOWN IN TEXAS

Type Of Project: Feature (studio)
Director: Jack Starrett
Distributor: American International Pictures
Locations: San Marcos, Lockhart (Austin area), Wimberly, Maxwell, Buda

AUSTIN CITY LIMITS (2ND SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Austin

FUTUREWORLD

Type Of Project: Feature (studio)
Director: Richard T. Heffron
Distributor: American International Pictures
Locations: Houston (NASA)

OUTLAW BLUES

Type Of Project: Feature (studio)
Director: Richard T. Heffron
Distributor: Warner Bros.
Locations: Austin, Huntsville

PONY EXPRESS RIDER

Type Of Project: Feature (independent)
Director: Robert Totten
Distributor:
Locations: Kerrville

ROLLING THUNDER

Type Of Project: Feature (independent)
Director: John Flynn
Distributor: Twentieth Century-Fox
Locations: Del Rio

1977

AUSTIN CITY LIMITS (3RD SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Austin

BIG WEDNESDAY

Type Of Project: Feature (studio)
Director: John Milius
Distributor: Warner Bros.
Locations: El Paso

CHARLIE SMITH AND THE FRITTER TREE

Type Of Project: TV Special
Director: Fred Barzyk
Distributor: PBS
Locations: Anahuac, Brackettville, Anderson, Houston, Rusk/Palestine (Texas State Railroad)

DEADLY REEF

Type Of Project: Feature (independent)
Director: John Randall
Distributor:
Locations: South Padre Island

EYEWITNESS: RAID ON PEIDRAS NEGRAS

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Dallas

FM

Type Of Project: Feature (studio)
Director: John Alonzo
Distributor: Universal Pictures
Locations: Houston

FOR THE LOVE OF BENJI

Type Of Project: Feature (independent)
Director: Joe Camp
Distributor:
Locations: Houston

RED ALERT

Type Of Project: TV Movie
Director: Bill Hale
Distributor: CBS
Locations: Houston (NASA)

RUBY AND OSWALD

Type Of Project: TV Movie
Director: Mel Stuart
Distributor: CBS
Locations: Dallas

SANTA FE 1836

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: El Paso

SEMI-TOUGH

Type Of Project: Feature (studio)
Director: Michael Ritchie
Distributor: United Artists
Locations: Dallas

SHE CAME TO THE VALLEY

Type Of Project: Feature (independent)
Director: Albert Band
Distributor: Rio Grande Valley Pictures, Media Home Entertainment (video)
Locations: Mission, Rio Grande Valley

SUNSHINE CHRISTMAS

Type Of Project: TV Movie
Director:
Distributor:
Locations: Amarillo, Claude

THADDEUS ROSE & EDDIE

Type Of Project: TV Movie
Director: Jack Starrett
Distributor: CBS-TV; Americana Entertainment; Gravedigger Video
Locations: Floresville (San Antonio area), Harlingen

THE BAD NEWS BEARS IN BREAKING TRAINING

Type Of Project: Feature (studio)
Director: Michael Pressman
Distributor: Paramount Pictures
Locations: Houston, El Paso

THE BEASTS ARE ON THE STREETS

Type Of Project: TV Movie
Director: Peter Hunt
Distributor: NBC
Locations: Grand Prairie, Dallas

THE GREATEST

Type Of Project: Feature (studio)
Director: Tom Gries, Monte Hellman
Distributor: Columbia Pictures
Locations: Houston, Livingston

THE SENIORS

Type Of Project: Feature (independent)
Director:
Distributor: Cine-Artists
Locations: Dallas

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THE SWARM

Type Of Project: Feature (studio)
Director: Irwin Allen
Distributor: Warner Bros.
Locations: Houston

DALLAS COWBOYS CHEERLEADERS

Type Of Project: TV Movie
Director: Bruce Bilson
Distributor: ABC-TV
Locations: Dallas

THE BERMUDA TRIANGLE

Type Of Project: Feature (independent)
Director: Richard Friendenberg
Distributor: Schick-Sunn Classic
Locations: Galveston (Houston area), Harlingen, Brownsville

THE TRIAL OF LEE HARVEY OSWALD

Type Of Project: TV Movie
Director: David Greene
Distributor: ABC-TV
Locations: Dallas

DISCO WEEKEND

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Corpus Christi

THE GIRLS IN THE OFFICE

Type Of Project: TV Movie
Director:
Distributor: ABC-TV
Locations: Houston

WILLIE

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Kerrville

EINSTEIN'S UNIVERSE

Type Of Project: Documentary
Director:
Distributor: BBC
Locations: Marfa, McDonald Observatory

THE WHOLE SHOOTIN' MATCH

Type Of Project: Feature (independent)
Director: Eagle Pennell
Distributor: Maverick Films
Locations: Austin

1978

AUSTIN CITY LIMITS (4TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Austin

BLUE PETER

Type Of Project: TV Episode
Director:
Distributor: BBC
Locations: Houston

CAPRICORN ONE

Type Of Project: Feature (studio)
Director: Peter Hyams
Distributor: Warner Bros.
Locations: Galveston (Houston area)

CENTENNIAL

Type Of Project: TV Miniseries
Director: Harry Falk and Paul Krasny
Distributor: NBC-TV
Locations: Brackettville, Del Rio

COTTON CANDY

Type Of Project: TV Movie
Director: Ron Howard
Distributor: NBC-TV
Locations: Dallas

DALLAS (1ST SEASON)

Type Of Project: TV Series (network or cable)
Director: Robert Day and Irving J. Moore
Distributor: CBS
Locations: Dallas

EL AMOR DE MI VIDA

Type Of Project: TV Episode
Director:
Distributor:
Locations: San Antonio

FORGOTTEN LADY

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

JODY

Type Of Project: Feature (independent)
Director: Glen Tucker
Distributor:
Locations: Brackettville

PIRANHA

Type Of Project: Feature (independent)
Director: Joe Dante
Distributor: New World Pictures, Inc.
Locations: San Marcos, Wimberley, Austin

SECOND-HAND HEARTS

Type Of Project: Feature (independent)
Director: Hal Ashby
Distributor: Paramount Pictures
Locations: El Paso

THE 36 MOST BEAUTIFUL GIRLS IN TEXAS

Type Of Project: TV Movie
Director:
Distributor: ABC-TV
Locations: Fort Worth (Dallas area)

TILT

Type Of Project: Feature (studio)
Director: Rudy Durand
Distributor: Warner Brothers
Locations: Corpus Christi

WHEN YOU COMIN' BACK, RED RYDER?

Type Of Project: Feature (studio)
Director: Milton Katselas
Distributor: Columbia Pictures
Locations: El Paso, Fabens

1979

AUSTIN CITY LIMITS (5TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Austin

DALLAS (2ND SEASON)

Type Of Project: TV Series (network or cable)
Director: Leonard Katzman
Distributor: CBS
Locations: Dallas

DALLAS COWBOYS CHEERLEADERS II

Type Of Project: TV Movie
Director: Michael O'Herlihy
Distributor:
Locations: Dallas

HOT WIRE

Type Of Project: Feature (independent)
Director: Frank Q. Dobbs
Distributor:
Locations: Houston

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MIDDLE AGE CRAZY

Type Of Project: Feature (studio)
Director: John Trent
Distributor: 20th Century Fox
Locations: Houston, Dallas

THE TEXAS RANGERS

Type Of Project: TV Pilot (network or cable)
Director: Georg Fenady
Distributor: NBC
Locations: Austin, Houston, Smithville

DALLAS (3RD SEASON)

Type Of Project: TV Series (network or cable)
Director: Leonard Katzman
Distributor: CBS
Locations: Dallas

ON THE ROAD AGAIN

Type Of Project: Feature (studio)
Director: Jerry Schatzberg
Distributor:
Locations: Austin, Corpus Christi

THE WHITE LIONS

Type Of Project: Feature (studio)
Director: Mel Stuart
Distributor:
Locations: Grand Prairie, Dallas

DEADLY BLESSING

Type Of Project: Feature (studio)
Director: Wes Craven
Distributor: Universal E.M.I.
Locations: Dallas

RESURRECTION

Type Of Project: Feature (studio)
Director: Daniel Petrie
Distributor: Universal Studios
Locations: Shiner, El Paso, Goliad

TRANS-AMERICA ULTRA QUIZ

Type Of Project: TV Special
Director: Yutaka Takamura/Hiroshi-Shirai
Distributor:
Locations: San Antonio

DEEP IN THE HEART

Type Of Project: Feature (studio)
Director: Tony Garnett
Distributor: Warner Bros. Pictures
Locations: Dallas

ROADIE

Type Of Project: Feature (studio)
Director: Alan Rudolph
Distributor: United Artists
Locations: Austin

URBAN COWBOY

Type Of Project: Feature (studio)
Director: James Bridges
Distributor:
Locations: Houston, Pasadena, Wallis; Huntsville

FAST MONEY

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Austin area

RUN, TECATO, RUN

Type Of Project: Feature (independent)
Director: Efrain Gutierrez
Distributor:
Locations: Corpus Christi

1980

300 MILES FOR STEPHANIE

Type Of Project: TV Movie
Director: Clyde Ware
Distributor: NBC-TV
Locations: San Antonio

GARBAGEMEN STOLE MY CLOTHES

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

STIR CRAZY

Type Of Project: Feature (studio)
Director: Sidney Poitier
Distributor:
Locations: Huntsville

AUSTIN CITY LIMITS (6TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Austin

HANGAR 18

Type Of Project: Feature (independent)
Director: James L. Conway
Distributor:
Locations: Big Spring

THE LATHE OF HEAVEN

Type Of Project: TV Movie
Director: David Loxton, Fred Barzyk
Distributor: PBS
Locations: Fort Worth, Dallas

BACK ROADS

Type Of Project: Feature (studio)
Director: Martin Ritt
Distributor: Warner Bros.
Locations: Brownsville

HELLINGER'S LAW

Type Of Project: TV Pilot (network or cable)
Director: Leo Penn
Distributor:
Locations: Houston

THE LONG RIDERS

Type Of Project: Feature (studio)
Director: Walter Hill
Distributor: United Artists
Locations: Texas State Railroad (Rusk/Palestine)

BARBAROSA

Type Of Project: Feature (independent)
Director: Fred Schepisi
Distributor: Universal Pictures
Locations: Lajitas; Brackettville; Fredericksburg

JAKE'S WAY

Type Of Project: TV Movie
Director: Richard Colla
Distributor: CBS-TV
Locations: New Braunfels, Bandera (San Antonio area)

THE RETURN OF JOSEY WALES

Type Of Project: Feature (independent)
Director: Michael Parks
Distributor:
Locations: Brackettville

CRISIS AT CENTRAL HIGH

Type Of Project: TV Movie
Director: Lamont Johnson
Distributor: CBS-TV
Locations: Dallas (Highland Park High School)

LIAR'S MOON

Type Of Project: Feature (independent)
Director: David Fisher
Distributor: Crown International Pictures
Locations: Houston

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MURDER IN TEXAS

Type Of Project: TV Miniseries
Director: William Hale
Distributor: NBC-TV
Locations: Houston

THE BIG BRAWL

Type Of Project: Feature (studio)
Director: Robert Clouse
Distributor: Warner Bros.
Locations: San Antonio, Floresville

INDEPENDENCE DAY

Type Of Project: Feature (studio)
Director: Robert Mandel
Distributor: Warner Bros.
Locations: Anson; Merkel

ONCE UPON A SPY

Type Of Project: TV Movie
Director: Ivan Naussy
Distributor:
Locations: Houston

THE BORDER

Type Of Project: Feature (studio)
Director: Tony Richardson
Distributor: Universal Pictures
Locations: El Paso

MY HEROES HAVE ALWAYS BEEN COWBOYS

Type Of Project: Documentary
Director:
Distributor:
Locations: Alpine

RAGGEDY MAN

Type Of Project: Feature (studio)
Director: Jack Fisk
Distributor: Universal Pictures
Locations: Maxwell (Austin area), Corpus Christi

THE OLDEST LIVING GRADUATE

Type Of Project: TV Movie
Director: Jack Hofsiss
Distributor: NBC-TV
Locations: Dallas

OF MICE AND MEN

Type Of Project: TV Movie
Director: Reza Badiyi
Distributor: NBC
Locations: Bristol (Dallas area)

RENACER

Type Of Project: Feature (independent)
Director: J.J. Bigan Luna
Distributor:
Locations: Houston

1981

A SMALL KILLING

Type Of Project: TV Movie
Director: Steven Hilliard Stern
Distributor:
Locations:

PLAY DEAD

Type Of Project: Feature (independent)
Director: Peter Whitman
Distributor:
Locations: Dallas

SEGUIN

Type Of Project: TV Movie
Director: Jesse Salvador Tevin
Distributor: PBS
Locations: Brackettville

AUSTIN CITY LIMITS (7TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Austin

SILENT RAGE

Type Of Project: Feature (studio)
Director: Michael Miller
Distributor: Columbia
Locations: Dallas

SKYWARD

Type Of Project: TV Movie
Director: Ron Howard
Distributor: NBC-TV
Locations: Rockwall (Dallas area)

BROKEN PROMISE

Type Of Project: TV Movie
Director: Don Taylor
Distributor:
Locations: Dallas/Fort Worth area

SKYWARD CHRISTMAS

Type Of Project: TV Movie
Director: Vincent McEveety
Distributor: NBC
Locations: McKinney (Dallas area)

SOGGY BOTTOM, U.S.A.

Type Of Project: Feature (independent)
Director: Ted Flicker
Distributor:
Locations: Marshall, Rusk/Palestine (Texas State Railroad)

CALLIE & SON

Type Of Project: TV Movie
Director: Waris Hussein
Distributor:
Locations: Chillicothe, San Antonio

SPLIT IMAGE

Type Of Project: Feature (studio)
Director: Ted Kotcheff
Distributor: Orion
Locations: Dallas area

SOUTHERN COMFORT

Type Of Project: Feature (studio)
Director: Walter Hill
Distributor: 20th Century Fox
Locations: Caddo Lake State Park

DALLAS (4TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Leonard Katzman
Distributor: CBS
Locations: Dallas

STUDENT BODIES

Type Of Project: Feature (studio)
Director: Mickey Rose
Distributor: Paramount Pictures
Locations: Houston

THE ACORN PEOPLE

Type Of Project: TV Movie
Director: Joan Tewksbury
Distributor: NBC-TV
Locations: Dallas

HONEYMOON HORROR

Type Of Project: Feature (independent)
Director: Harry Preston, Malcolm Whitman
Distributor:
Locations: Grapevine (Dallas/Fort Worth area)

TENDER MERCIES

Type Of Project: Feature (studio)
Director: Bruce Beresford
Distributor: Universal Pictures
Locations: Waxahachie (Dallas area); Palmer

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THE BALLAD OF GREGORIO CORTEZ

Type Of Project: TV Movie
Director: Robert M. Young
Distributor: PBS
Locations: Gonzales

THE BEST LITTLE WHOREHOUSE IN TEXAS

Type Of Project: Feature (studio)
Director: Colin Higgins
Distributor: Universal Pictures
Locations: Austin, Hallettsville

THE KILLING OF RANDY WEBSTER

Type Of Project: TV Movie
Director: Sam Wanamaker
Distributor:
Locations: Houston

THE LONG SUMMER OF GEORGE ADAMS

Type Of Project: TV Movie
Director: Stuart Margolin
Distributor:
Locations: Nacogdoches, Appleby, Cushing, Douglass, Linn Flat, Mabank, Maydelle, Rusk/Palestine (Texas State Railroad)

THE STEELER AND THE PITTSBURGH KID

Type Of Project: TV Movie
Director:
Distributor: NBC
Locations: Dallas

TOUGH ENOUGH

Type Of Project: Feature (studio)
Director: Richard Fleischer
Distributor:
Locations: Fort Worth, Dallas

WALTZ ACROSS TEXAS

Type Of Project: Feature (independent)
Director: Ernest Day
Distributor: Aster Corporation
Locations: Midland

WRONG IS RIGHT

Type Of Project: Feature (studio)
Director: Richard Brooks
Distributor: Columbia Pictures
Locations: San Antonio, El Paso

1982

A LATIN AFFAIR--COMPANY E

Type Of Project: Documentary
Director:
Distributor:
Locations: El Paso

AUSTIN CITY LIMITS (8TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

BLOOD SIMPLE

Type Of Project: Feature (independent)
Director: Joel Coen
Distributor: Circle Films
Locations: Austin, Round Rock

COWBOY

Type Of Project: TV Movie
Director: Jerry Jameson
Distributor: CBS
Locations: Waxahachie (Dallas area)

DALLAS (5TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Michael Preece
Distributor: CBS
Locations: Dallas

EDDIE MACON'S RUN

Type Of Project: Feature (studio)
Director: Jeff Kanew
Distributor: Universal Studios
Locations: Laredo

HIGHWAY HONEYS

Type Of Project: TV Movie
Director: Ron Amateau
Distributor: NBC-TV
Locations: McKinney, Dallas

JERRY JEFF WALKER'S 40TH BIRTHDAY CONCERT

Type Of Project: TV Special
Director:
Distributor:
Locations: Austin

JOHNNY CASH: COWBOY HEROES

Type Of Project: TV Special
Director: Stan Harris
Distributor: CBS-TV
Locations: Austin, Kerrville, San Antonio

LAND OF LOST BORDERS

Type Of Project: Documentary
Director: Harry Gordon
Distributor:
Locations: Chihuahan Desert

LAST NIGHT AT THE ALAMO

Type Of Project: Feature (independent)
Director: Eagle Pennell
Distributor: Alamo Films, Inc.
Locations: Houston

LOCAL HERO

Type Of Project: Feature (studio)
Director: Bill Forsyth
Distributor: Warner Bros.
Locations: Houston

LONE WOLF MCQUADE

Type Of Project: Feature (studio)
Director: Steve Carver
Distributor: Orion Pictures
Locations: El Paso

MISS ALL AMERICAN BEAUTY

Type Of Project: TV Movie
Director: Gus Trikonis
Distributor: CBS-TV
Locations: Dallas

MONGREL

Type Of Project: Feature (independent)
Director: Robert Burns
Distributor:
Locations: Austin

NOTHING LEFT TO LOSE

Type Of Project: Feature (independent)
Director: Vadim Glowna
Distributor: Concorde
Locations: El Paso

ON THE LINE

Type Of Project: Feature (independent)
Director: Jose Luis Borau
Distributor:
Locations: Laredo

SILKWOOD

Type Of Project: Feature (studio)
Director: Mike Nichols
Distributor: 20th Century Fox
Locations: Dallas

STARS OVER TEXAS

Type Of Project: TV Special
Director: Norman Abbott
Distributor: NBC
Locations: Austin (University of Texas)

Film & TV Productions Made in Texas (1910 - 2009)

TEXAS AND TENNESSEE: A MUSICAL AFFAIR

Type Of Project: TV Special
Director: Lee Bernhardt
Distributor:
Locations: Austin, San Antonio, Brackettville

TEXAS: LAND OF THE GIANTS

Type Of Project: Documentary
Director:
Distributor:
Locations: various Texas locations

THE AMERICAN HORSE & HORSEMAN

Type Of Project: TV Series (network or cable)
Director:
Distributor:
Locations: across Texas

THE BEST LITTLE SPECIAL IN TEXAS

Type Of Project: TV Special
Director: Jack Regas
Distributor: CBS-TV
Locations: Austin, Pflugerville

THE PERSONAL COMPUTER SHOW

Type Of Project: TV Series (local)
Director: Shusen Parsad
Distributor: Satellite Program Network
Locations: Austin

THE SCOTLAND STORY: THE IMMIGRANTS

Type Of Project: Documentary
Director: Tom Steel
Distributor: Scotland TV & BBC
Locations: Salado

TOWHEADS

Type Of Project: TV Movie
Director: Rod Amateau
Distributor:
Locations: Dallas

1983

ADAM

Type Of Project: TV Movie
Director: Michael Tuchner
Distributor: NBC-TV
Locations: Houston area

AIR FORCE

Type Of Project: TV Movie
Director: Thomas Carter
Distributor: ABC-TV
Locations: Del Rio

AUSTIN CITY LIMITS (9TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Austin

BENJI, ZAX & THE ALIEN PRINCE

Type Of Project: TV Series (network or cable)
Director: Joe Camp
Distributor: CBS
Locations: Dallas area

BILL: ON HIS OWN

Type Of Project: TV Movie
Director: Anthony Page
Distributor: CBS
Locations: San Antonio, Houston, Galveston

BLOODSUCKERS FROM OUTER SPACE

Type Of Project: Feature (independent)
Director: Glen Coburn
Distributor:
Locations: Dallas area, Enloe

CALL TO GLORY

Type Of Project: TV Movie
Director: Thomas Carter
Distributor: ABC-TV
Locations: Del Rio area

CELEBRITY

Type Of Project: TV Miniseries
Director: Paul Wendkos
Distributor: NBC-TV
Locations: Dallas, Fort Worth

CLOAK & DAGGER

Type Of Project: Feature (studio)
Director: Richard Franklin
Distributor: Universal Pictures
Locations: San Antonio

CUTTER TO HOUSTON

Type Of Project: TV Movie
Director:
Distributor: CBS
Locations: Houston area

DALLAS (6TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Michael Preece
Distributor: CBS
Locations: Dallas

ELLIE

Type Of Project: Feature (independent)
Director: Peter Wittman
Distributor:
Locations: Dallas, Maypearl

FANDANGO

Type Of Project: Feature (studio)
Director: Kevin Reynolds
Distributor: Warner Bros.
Locations: Austin, Monahans Sand Dunes State Park, Pecos, El Paso, San Elizario

FUTURE-KILL

Type Of Project: Feature (independent)
Director: Ronald Moore
Distributor:
Locations: Austin

LICENSE TO KILL

Type Of Project: TV Movie
Director: Jud Taylor
Distributor: CBS
Locations: Dallas, McKinney

LONE STAR BAR & GRILL

Type Of Project: TV Miniseries
Director: Larry Dobkin
Distributor: Showtime
Locations: Houston

MATT HOUSTON

Type Of Project: TV Episode
Director:
Distributor: ABC
Locations: Houston area, Fort Bend County

NOT FOR PUBLICATION

Type Of Project: Feature (independent)
Director: Paul Bartel
Distributor:
Locations: Dallas

PARIS, TEXAS

Type Of Project: Feature (studio)
Director: Wim Wenders
Distributor: 20th Century Fox
Locations: Big Bend National Park; El Paso; Nordheim; Houston; Ft. Stockton; Galveston; Port Arthur; Marathon; Terlingua

PLACES IN THE HEART

Type Of Project: Feature (studio)
Director: Robert Benton
Distributor: TriStar Pictures
Locations: Waxahachie area (Dallas area)

Film & TV Productions Made in Texas (1910 - 2009)

SONGWRITER

Type Of Project: Feature (studio)
Director: Alan Rudolph
Distributor: TriStar Pictures
Locations: Austin

THE SKY'S NO LIMIT

Type Of Project: TV Movie
Director: David Lowell Rich
Distributor: CBS
Locations: Houston (NASA)

HE'S NOT YOUR SON

Type Of Project: TV Movie
Director: Don Taylor
Distributor: CBS-TV
Locations: Dallas area

STREAMERS

Type Of Project: Feature (studio)
Director: Robert Altman
Distributor: Porthos Productions
Locations: Dallas area

THE YELLOW ROSE

Type Of Project: TV Pilot (network or cable)
Director: Harry Falk and Gary Griffin
Distributor: NBC-TV
Locations: San Antonio, Del Rio

INTENT TO KILL

Type Of Project: TV Movie
Director: Mike Robe
Distributor: CBS
Locations: Dallas area

TERMS OF ENDEARMENT

Type Of Project: Feature (studio)
Director: James L. Brooks
Distributor: Paramount Pictures
Locations: Houston

TRESPASSES

Type Of Project: Feature (independent)
Director: Loren Bivens, Adam Roarke
Distributor:
Locations: Bastrop (Austin area)

LETHAL INJECTION

Type Of Project: Feature (independent)
Director: Donald C. McLendon
Distributor:
Locations: Texas City, San Leon (Houston area)

THE BEAR

Type Of Project: Feature (independent)
Director: Richard C. Sarafian
Distributor:
Locations: College Station

VOYEUR

Type Of Project: Feature (independent)
Director: Colin Eggleston
Distributor:
Locations: Dallas area

LONE STAR

Type Of Project: TV Series (network or cable)
Director: Charles Richards
Distributor: PBS
Locations: numerous Texas locations

THE FACE OF RAGE

Type Of Project: TV Movie
Director: Donald Wrye
Distributor: ABC
Locations: Dallas

1984

1918

Type Of Project: Feature (studio)
Director: Ken Harrison
Distributor: The Guadalupe Company
Locations: Waxahachie area (Dallas area)

LOST IN AMERICA

Type Of Project: Feature (studio)
Director: Albert Brooks
Distributor: Warner Bros.
Locations: Houston, San Antonio, El Paso, west Texas

THE INITIATION

Type Of Project: Feature (independent)
Director: Larry Stewart
Distributor:
Locations: Dallas area

NEWSCAST FROM THE PAST

Type Of Project: TV Series (network or cable)
Director: Richard Kooris
Distributor: PBS
Locations: Austin, San Antonio

THE LADY FROM YESTERDAY

Type Of Project: TV Movie
Director: Robert Day
Distributor: CBS
Locations: Houston area

ALAMO BAY

Type Of Project: Feature (studio)
Director: Louis Malle
Distributor: TriStar Pictures
Locations: Corpus Christi area

NO SMALL WAYS

Type Of Project: Feature (independent)
Director: Matt Jones
Distributor: Artist View Entertainment
Locations: south Texas

THE MAN WHO LOVED WOMEN

Type Of Project: Feature (studio)
Director: Blake Edwards
Distributor: Columbia Pictures
Locations: Houston area

AUSTIN CITY LIMITS (10TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

NOON WINE

Type Of Project: TV Special
Director: Michael Fields
Distributor: PBS
Locations: Fredericksburg, Mason

THE NEW AMERICA THE BEAUTIFUL

Type Of Project: Documentary
Director: Jeff Blyth
Distributor: Walt Disney Attractions
Locations: San Antonio

DALLAS (7TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS
Locations: Dallas

PRAY FOR DEATH

Type Of Project: Feature (independent)
Director: Gordon Hessler
Distributor:
Locations: Houston

DEATH OF AN ANGEL

Type Of Project: Feature (independent)
Director: Petru Popescu
Distributor:
Locations: El Paso area

RED DESERT PENITENTIARY

Type Of Project: Feature (independent)
Director: George Sluizer
Distributor:
Locations: Sweetwater area

Film & TV Productions Made in Texas (1910 - 2009)

RIGGED

Type Of Project: Feature (independent)
Director: Matt Cimber
Distributor:
Locations: Galveston (Houston area)

TIME BOMB

Type Of Project: TV Movie
Director: Paul Krasney
Distributor: NBC
Locations: Dallas area

DIRT BIKE KID

Type Of Project: Feature (independent)
Director: Hoite Caston
Distributor:
Locations: Dallas area

STORMIN' HOME

Type Of Project: TV Movie
Director: Jerry Jameson
Distributor: CBS
Locations: Dallas area

UPHILL ALL THE WAY

Type Of Project: Feature (independent)
Director: Frank Q. Dobbs
Distributor:
Locations: Texas State Railroad (Palestine/Rusk), Lajitas, Brackettville

FINAL CUT

Type Of Project: Feature (independent)
Director: Larry Brown
Distributor:
Locations: Dallas, Caddo Lake State Park

SYLVESTER

Type Of Project: Feature (studio)
Director: Tim Hunter
Distributor: Columbia Pictures
Locations: Marfa, Alpine, Fort Davis, Balmorhea

WITCHFIRE

Type Of Project: Feature (independent)
Director: Vince Privitera
Distributor:
Locations: Bastrop (Austin area)

GETTING EVEN

Type Of Project: Feature (independent)
Director: Dwight Little
Distributor:
Locations: Dallas

TABLOID

Type Of Project: Feature (independent)
Director: Glen Coburn, Matt Devlen, Bret McCormick
Distributor: Tapeworm Video Distributors
Locations: Fort Worth

1985

AUSTIN CITY LIMITS (11TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

ON VALENTINE'S DAY

Type Of Project: Feature (independent)
Director: Ken Harrison
Distributor: Angelika Films
Locations: Waxahachie, Venus (Dallas area)

THE AURORA ENCOUNTER

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Ferris (Dallas area)

OZONE: ATTACK OF THE REDNECK MUTANTS

Type Of Project: Feature (independent)
Director: Matt Devlen
Distributor: Muther Video
Locations: Dallas area

THE JESSE OWENS STORY

Type Of Project: TV Movie
Director: Richard Irving
Distributor: Paramount Pictures-TV
Locations: Dallas area

COMPUTER BEACH PARTY

Type Of Project: Feature (independent)
Director: Gary Troy
Distributor:
Locations: Houston, Galveston

PAPA WAS A PREACHER

Type Of Project: Feature (independent)
Director: Steve Feke
Distributor:
Locations: Dallas area

THE KARATE KID

Type Of Project: Feature (studio)
Director: John G. Avildsen
Distributor: Columbia Pictures
Locations: Dallas

CONFESSIONS OF A SERIAL KILLER

Type Of Project: Feature (independent)
Director: John Dwyer
Distributor:
Locations: Austin

PEE WEE'S BIG ADVENTURE

Type Of Project: Feature (studio)
Director: Tim Burton
Distributor: Warner Bros.
Locations: San Antonio

THE LEGEND OF BILLIE JEAN

Type Of Project: Feature (studio)
Director: Matthew Robbins
Distributor: TriStar Pictures
Locations: Corpus Christi area

DALLAS (8TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS
Locations: Dallas

PEYTON PLACE: THE SECOND GENERATION

Type Of Project: TV Movie
Director: Larry Elikann
Distributor: 20th Century Fox Television for NBC-TV
Locations: Dallas, Waxahachie

THE TEXAS GODFATHER

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Beaumont area

DALLAS: THE EARLY YEARS

Type Of Project: TV Movie
Director: Larry Elikann
Distributor: CBS
Locations: Dallas, Fort Worth, Rusk/Palestine (Texas State Railroad)

POSITIVE I.D.

Type Of Project: Feature (independent)
Director: Andy Anderson
Distributor: Andersonfilms
Locations: Dallas

DALTON: CODE OF VENGEANCE II

Type Of Project: TV Movie
Director: Alan Smithee
Distributor: NBC-TV
Locations: Houston

Film & TV Productions Made in Texas (1910 - 2009)

RED-HEADED STRANGER

Type Of Project: Feature (independent)
Director: Bill Wittliff
Distributor: RHS Studio Productions
Locations: Austin area; Spicewood

THE THIN BLUE LINE

Type Of Project: Documentary
Director: Errol Morris
Distributor:
Locations: Dallas area

DALLAS (9TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS
Locations: Dallas

RIGHT TO KILL?

Type Of Project: TV Movie
Director: John Erman
Distributor: ABC
Locations: Dallas

THE TRIP TO BOUNTIFUL

Type Of Project: Feature (studio)
Director: Peter Masterson
Distributor: Island Pictures
Locations: Dallas, Five Points, Venus, Waxahachie

EXTREME PREJUDICE

Type Of Project: Feature (studio)
Director: Walter Hill
Distributor: Tri-Star Pictures
Locations: El Paso area

SHADOWS ON THE WALL

Type Of Project: Feature (independent)
Director: Patircik Poole
Distributor:
Locations: Dallas, Mineral Wells

TRUE STORIES

Type Of Project: Feature (studio)
Director: David Byrne
Distributor: Warner Bros.
Locations: Dallas

GHOSTRIDERS

Type Of Project: Feature (independent)
Director: Alan Stewart
Distributor:
Locations: Waco

TARGET

Type Of Project: TV Movie
Director: Arthur Penn
Distributor: CBS-TV
Locations: Dallas, Corpus Christi

VASECTOMY: A DELICATE MATTER

Type Of Project: Feature (independent)
Director: Bob Sorvino
Distributor:
Locations: Beaumont

HOUSTON KNIGHTS

Type Of Project: TV Pilot (network or cable)
Director:
Distributor: CBS
Locations: Houston

THE ABOMINATION

Type Of Project: Feature (independent)
Director: Bret McCormick
Distributor:
Locations: Dallas area

WEST OF THE IMAGINATION

Type Of Project: TV Series (network or cable)
Director: Tom Weidlinger
Distributor: PBS
Locations: Kerrville, New Braunfels, San Antonio, Austin

HOUSTON: THE LEGEND OF TEXAS

Type Of Project: TV Movie
Director: Peter Levin
Distributor: CBS
Locations: Houston area; Brackettville; Del Rio

THE LAST RUN

Type Of Project: TV Movie
Director: Gerrold Freedman
Distributor: CBS
Locations: Dallas

WHEN DREAMS COME TRUE

Type Of Project: TV Movie
Director: John Moxey
Distributor: ABC-TV
Locations: Dallas

J. J. STARBUCK

Type Of Project: TV Pilot (network or cable)
Director:
Distributor:
Locations: San Antonio

THE LONE STAR KID

Type Of Project: TV Movie
Director: Anson Williams
Distributor: PBS
Locations: McDade; Austin area

1986

A TIGER'S TALE

Type Of Project: Feature (independent)
Director: Peter Douglas
Distributor: Tiger's Tale Productions
Locations: Houston; Fairchild

JUSTICE DELAYED: THE LENNELL GETER STORY

Type Of Project: TV Movie
Director:
Distributor: CBS
Locations: Dallas; McKinney

THE LONG HOT SUMMER

Type Of Project: TV Miniseries
Director: Stuart Cooper
Distributor: CBS
Locations: Marshall, East Texas

ADAM: HIS SONG CONTINUES

Type Of Project: TV Movie
Director: Dan Petre
Distributor: ABC
Locations: Houston

KATHERINE ANN PORTER: A TEXAS CHILDHOOD

Type Of Project: Documentary
Director:
Distributor: PBS
Locations: Austin area

THE PERKINS FAMILY

Type Of Project: TV Series (network or cable)
Director: Leo Eaton
Distributor: PBS
Locations: Austin

AUSTIN CITY LIMITS (12TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

MY BEST FRIEND IS A VAMPIRE

Type Of Project: Feature (independent)
Director: Jimmy Huston
Distributor:
Locations: Houston

Film & TV Productions Made in Texas (1910 - 2009)

MY TWO LOVES

Type Of Project: TV Movie
Director: Noel Black
Distributor: ABC
Locations: San Antonio

THE GEORGE MCKENNA STORY

Type Of Project: TV Movie
Director: Eric Laneuville
Distributor: NBC
Locations: Houston

BAJA OKLAHOMA

Type Of Project: TV Movie
Director: Bobby Roth
Distributor: HBO
Locations: Fort Worth (Dallas area)

NADINE

Type Of Project: Feature (studio)
Director: Robert Benton
Distributor: TriStar Pictures
Locations: Austin, San Antonio

THE LAMP

Type Of Project: Feature (independent)
Director: Tom Daley
Distributor:
Locations: Houston area, Galveston

BREAKING HOME TIES

Type Of Project: TV Movie
Director: John Wilder
Distributor:
Locations: Dallas

NO SAFE HAVEN

Type Of Project: Feature (independent)
Director: Ronnie Rondell
Distributor:
Locations: Dallas, Brackettville

THE REAL ADVENTURES OF SHERLOCK JONES AND PROCTOR WATSON

Type Of Project: TV Series (network or cable)
Director: Bryan Hickox, Peter Wooley
Distributor: PBS
Locations: Austin area

BUCK JAMES

Type Of Project: TV Pilot (network or cable)
Director: Rick Wallis
Distributor: ABC
Locations: Houston

PERFECT PROFILE

Type Of Project: Feature (independent)
Director: Jim Harris
Distributor:
Locations: Dallas

THE TEXAS CHAINSAW MASSACRE 2

Type Of Project: Feature (independent)
Director: Tobe Hooper
Distributor: Media Home Entertainment
Locations: Austin

COHEN AND TATE

Type Of Project: Feature (studio)
Director: Eric Red
Distributor:
Locations: Houston

PERRY COMO'S CHRISTMAS SPECIAL

Type Of Project: TV Special
Director: Bob Wynn
Distributor: ABC
Locations: San Antonio

D.O.A.

Type Of Project: Feature (studio)
Director: Annabel Jankel and Rocky Morton
Distributor: Touchstone Pictures
Locations: Austin, San Marcos

ROBOCOP

Type Of Project: Feature (studio)
Director: Paul Verhoeven
Distributor: Orion Pictures
Locations: Dallas area

THEY STILL CALL ME BRUCE

Type Of Project: Feature (independent)
Director: James Orr
Distributor:
Locations: Houston

DAKOTA

Type Of Project: Feature (independent)
Director: Fred Holmes
Distributor:
Locations: Roanoke, McKinney (Dallas area)

SQUARE DANCE

Type Of Project: Feature (studio)
Director: Daniel Petrie
Distributor: Island Pictures
Locations: Dallas, Fort Worth area

THROUGH THE FIRE

Type Of Project: Feature (independent)
Director: Gary Marcum
Distributor:
Locations: Fort Worth (Dallas area)

DALLAS (10TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS
Locations: Dallas

TEXAS 150: A CELEBRATION SPECIAL

Type Of Project: TV Special
Director: Joseph Cates
Distributor: ABC
Locations: Austin

1987

AFTER THE RAIN

Type Of Project: Feature (independent)
Director: Harry Thompson
Distributor:
Locations: San Augustine, Rusk/Palestine (Texas State Railroad)

DEMON WARRIOR

Type Of Project: Feature (independent)
Director: Frank Patterson
Distributor:
Locations: Waco

ALAMO: THE PRICE OF FREEDOM

Type Of Project: IMAX
Director: Keith Merrill
Distributor:
Locations: Brackettville

DOODLES

Type Of Project: TV Movie
Director: Bob Scheerer
Distributor: ABC
Locations: Georgetown (Austin area)

THE ALAMO: 13 DAYS TO GLORY

Type Of Project: TV Movie
Director: Burt Kennedy
Distributor: NBC
Locations: Brackettville, Del Rio

AUSTIN CITY LIMITS (13TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

FOREVER EVIL

Type Of Project: Feature (independent)
Director: Roger Evans
Distributor:
Locations: Houston

Film & TV Productions Made in Texas (1910 - 2009)

FULL MOON IN BLUE WATER

Type Of Project: Feature (independent)
Director: Peter Masterson
Distributor:
Locations: Houston area

SCREAM TEST

Type Of Project: Feature (independent)
Director: Robert Burns
Distributor:
Locations: Austin

BLACK SNOW

Type Of Project: Feature (independent)
Director: Frank Patterson
Distributor:
Locations: Houston

IT TAKES TWO

Type Of Project: Feature (independent)
Director: David Beaird
Distributor:
Locations: Dallas, Waxahachie, Irving

SHARING RICHARD

Type Of Project: TV Movie
Director: Peter Bonerz
Distributor: CBS
Locations: Houston

BLIND FURY

Type Of Project: Feature (studio)
Director: Phillip Noyce
Distributor: TriStar Pictures
Locations: Houston

JOHNNY BE GOOD

Type Of Project: Feature (studio)
Director: Bud Smith
Distributor: Orion Pictures
Locations: San Antonio, Georgetown (Austin area)

THE FIG TREE

Type Of Project: TV Special
Director: Calvin Skaggs
Distributor: PBS
Locations: Kaufman, Maypearl, Waxahachie (Dallas area)

BORN ON THE FOURTH OF JULY

Type Of Project: Feature (studio)
Director: Oliver Stone
Distributor: Universal Pictures
Locations: Dallas area, Oak Cliff, Venus

JUAREZ

Type Of Project: TV Pilot (network or cable)
Director: Jeffrey Bloom
Distributor: Columbia Pictures for ABC
Locations: El Paso

THE MAN WHO BROKE A THOUSAND CHAINS

Type Of Project: TV Movie
Director: Daniel Mann
Distributor: HBO-TV
Locations: Marshall, Jefferson

DALLAS (11TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Michael Priest, Russ Mabry, Irving Moore
Distributor: CBS
Locations: Dallas

LITTLE GIRL LOST

Type Of Project: TV Movie
Director: Sharron Miller
Distributor:
Locations: Dallas area

TRAVELING MAN

Type Of Project: TV Movie
Director:
Distributor: CBS
Locations: Waxahachie (Dallas area)

DEAD SOLID PERFECT

Type Of Project: TV Movie
Director: Bobby Roth
Distributor: HBO
Locations: Fort Worth (Dallas area)

MURDER RAP

Type Of Project: Feature (independent)
Director: Kliff Keuhl
Distributor: United Home Entertainment
Locations: Austin

WHEN THE TIME COMES

Type Of Project: TV Movie
Director: John Erman
Distributor: ABC
Locations: Dallas, Waxahachie

DEADBEAT

Type Of Project: Feature (independent)
Director: Ed Cathell
Distributor:
Locations: Austin

NEVER LEAVE NEVADA

Type Of Project: Feature (independent)
Director: Steve Swartz
Distributor:
Locations: Austin area

HEARTBREAK HOTEL

Type Of Project: Feature (studio)
Director: Chris Columbus
Distributor: Touchstone Pictures
Locations: Austin

PARAMEDICS

Type Of Project: Feature (independent)
Director: Stuart Margolin
Distributor:
Locations: Dallas

ICE HOUSE

Type Of Project: Feature (independent)
Director: Eagle Pennell
Distributor:
Locations: Pasadena, LaPorte (Houston area)

SAVE THE DOG

Type Of Project: TV Movie
Director: Paul Aaron
Distributor: The Disney Channel
Locations: Austin

AUSTIN CITY LIMITS (14TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Austin

INDIANA JONES AND THE LAST CRUSADE

Type Of Project: Feature (studio)
Director: Steven Spielberg
Distributor: Paramount Pictures
Locations: Amarillo area

BIG BAD JOHN

Type Of Project: Feature (independent)
Director: Burt Kennedy
Distributor:
Locations: Marshall, Caddo Lake State Park, Jefferson

1988

ACTION USA

Type Of Project: Feature (independent)
Director: John Stewart
Distributor:
Locations: Waco

Film & TV Productions Made in Texas (1910 - 2009)

LONESOME DOVE

Type Of Project: TV Miniseries
Director: Simon Wincer
Distributor: CBS-TV
Locations: Austin area, Bastrop State Park, Del Rio area, Brackettville area

LOST ANGELS

Type Of Project: Feature (studio)
Director: Hugh Hudson
Distributor:
Locations: San Antonio

LOVE HURTS

Type Of Project: Feature (independent)
Director: Bud Yorkin
Distributor:
Locations: Waxahachie (Dallas area)

MULLER & MILLER

Type Of Project: TV Episode
Director: Christian Gortlitz
Distributor:
Locations: Houston, Fort Bend County

NIGHT GAME

Type Of Project: Feature (independent)
Director: Peter Masterson
Distributor:
Locations: Houston, Galveston

OLLIE HOPNOODLE'S HAVEN OF BLISS

Type Of Project: TV Special
Director: Dick Bartlett
Distributor: PBS
Locations: Dallas, DeSoto, Lancaster, Waxahachie, Cedar Hill, Duncenville

PANCHO BARNES

Type Of Project: TV Miniseries
Director: Richard Heffron
Distributor: CBS
Locations: Dallas, Fort Worth, Houston, Galveston

RIVERBEND

Type Of Project: Feature (independent)
Director: Sam Firstenberg
Distributor:
Locations: Venus, Maypearl, Waxahachie (Dallas area)

TALK RADIO

Type Of Project: Feature (studio)
Director: Oliver Stone
Distributor: Universal Pictures
Locations: Dallas

THE FULFILLMENT OF MARY GRAY

Type Of Project: TV Movie
Director: Piers Haggard
Distributor:
Locations: Fayetteville, Industry, Brenham, Rusk/Palestine (Texas State Railroad)

UNHOLY MATRIMONY

Type Of Project: Feature (independent)
Director: Jerrold Freedman
Distributor:
Locations: San Antonio

1989

A MATTER OF HONOR

Type Of Project: Feature (independent)
Director: Fred Watkins
Distributor:
Locations: Dallas area

A PAIR OF ACES

Type Of Project: TV Movie
Director: Aaron Lipstadt
Distributor: CBS-TV
Locations: Austin

AUSTIN CITY LIMITS (15TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

BLOOD OF THE WOLF GIRL

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas

CHALLENGER

Type Of Project: TV Movie
Director: Glenn Jordan
Distributor: ABC
Locations: Houston (NASA)

DADDY'S DYIN, WHO'S GOT THE WILL?

Type Of Project: Feature (independent)
Director: Jack Fisk
Distributor:
Locations: Dallas area - Denton, Ponder, Waxahachie

DALLAS (12TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS
Locations: Dallas

DREAM DATE

Type Of Project: TV Movie
Director: Anson Williams
Distributor: NBC
Locations: Austin

FIRE AND RAIN

Type Of Project: TV Movie
Director: Jerry Jameson
Distributor:
Locations: Dallas

FIRE BIRDS

Type Of Project: Feature (studio)
Director: David Green
Distributor:
Locations: Killeen (Fort Hood)

GERBERT (1ST SEASON)

Type Of Project: TV Series (network or cable)
Director: David Freiss, Richard Tiffany
Distributor: CBN
Locations: Irving (Dallas area)

GIDEON OLIVER

Type Of Project: TV Movie
Director: Larry Gross
Distributor: ABC
Locations: Austin, Georgetown, Driftwood

GUNSMOKE: THE LAST APACHE

Type Of Project: TV Movie
Director: Charles Correll
Distributor: CBS
Locations: Del Rio, Brackettville

HAPPY FAMILY

Type Of Project: TV Episode
Director: N. Muellerschoen
Distributor:
Locations: Houston

HEART FULL OF SOUL

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Bellville, Houston

HIDDEN JUNGLE

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Junction area; Cedar Creek

I COME IN PEACE

Type Of Project: Feature (independent)
Director: Frank Marshall
Distributor:
Locations: Houston area

Film & TV Productions Made in Texas (1910 - 2009)

INTO THE SPIDER'S WEB

Type Of Project: Feature (independent)
Director: Steve McCurdy
Distributor:
Locations: Houston

STRANGERS

Type Of Project: Feature (independent)
Director: Donna Roarke
Distributor:
Locations: Dallas, Venus, Hutchins

A PECK OF DIRT

Type Of Project: TV Special
Director:
Distributor:
Locations: Dallas

KEATON'S COP

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Galveston, Houston

TEXASVILLE

Type Of Project: Feature (studio)
Director: Peter Bogdanovich
Distributor: Columbia Pictures
Locations: Archer City, Wichita Falls

AMERICAN CHRONICLES

Type Of Project: TV Episode
Director: David Frost
Distributor:
Locations: San Antonio

KENNY, DOLLY & WILLIE: FROM THE HEART

Type Of Project: TV Special
Director: Tom Trbovich
Distributor:
Locations: Houston (NASA)

THE BROKEN SPUR

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Junction area; Segovia

ATTITUDES

Type Of Project: TV Special
Director:
Distributor: Lifetime Network
Locations: San Antonio

LOOK WHO'S TOXIC

Type Of Project: Feature (independent)
Director: Frank Patterson
Distributor:
Locations: Houston

THE HOT SPOT

Type Of Project: Feature (studio)
Director: Dennis Hopper
Distributor:
Locations: Taylor, Austin, Luling

AUSTIN CITY LIMITS (16TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

MERMAIDS

Type Of Project: Feature (studio)
Director: Frank Oz
Distributor: Orion Pictures
Locations: Big Lake area (Hwy. 67)

TRAPPED

Type Of Project: TV Movie
Director: Fred Walton
Distributor:
Locations: Dallas area

BALLAD OF THE SAD CAFE

Type Of Project: Feature (studio)
Director: Simon Callow
Distributor:
Locations: Spicewood (Austin area)

NEUROTIC CABARET

Type Of Project: Feature (independent)
Director: John Woodward
Distributor:
Locations: Houston area

UNDER FIRE: THE REAL STORY

Type Of Project: TV Segment
Director: Alan Landsburg
Distributor: Barris, Inc
Locations: Comfort, Canyon Lake

BEACH BLANKET BIMBO

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Galveston (Houston area)

NINTH LIFE

Type Of Project: Feature (independent)
Director: Ken Harrison
Distributor:
Locations: Dallas, Waxahachie

WILD AT HEART

Type Of Project: Feature (studio)
Director: David Lynch
Distributor: The Samuel Goldwyn Company
Locations: El Paso

BEHIND THE MASK

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

PROBLEM CHILD

Type Of Project: Feature (studio)
Director: Dennis Dugan
Distributor: Universal Pictures
Locations: Dallas

1990

13 EAST

Type Of Project: TV Series (network or cable)
Director: Scoey Mitchell
Distributor:
Locations: Irving (Dallas area)

BLUE SKY

Type Of Project: Feature (studio)
Director: Tony Richardson
Distributor:
Locations: El Paso, Van Horn, Salt Flat

ROBOCOP 2

Type Of Project: Feature (studio)
Director: Irvin Kershner
Distributor: Orion Pictures
Locations: Houston

A KILLING IN A SMALL TOWN

Type Of Project: TV Movie
Director: Stephen Gyllenhaal
Distributor: CBS
Locations: Dallas, Plano, McKinney

BORN IN THE USA

Type Of Project: TV Episode
Director:
Distributor:
Locations: Austin, Medina

CREEPSHOW

Type Of Project: TV Series (local)
Director:
Distributor:
Locations: Dallas

Film & TV Productions Made in Texas (1910 - 2009)

DALLAS (13TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS
Locations: Dallas

FINAL VERDICT

Type Of Project: TV Movie
Director: Jack Fisk
Distributor: Turner Network Television
Locations: Houston, Galveston, Richmond, Rosenberg

FINDING THE WAY HOME

Type Of Project: TV Movie
Director: Rod Holcomb
Distributor: ABC-TV
Locations: Denton, Fort Worth (Dallas area)

GERBERT (2ND SEASON)

Type Of Project: TV Series (network or cable)
Director: Rick Locke
Distributor: The Family Channel
Locations: Irving (Dallas area)

HARD PROMISES

Type Of Project: Feature (studio)
Director: Martin Davidson
Distributor: Columbia Pictures
Locations: Austin area, Lockhart, Pflugerville

IN BROAD DAYLIGHT

Type Of Project: TV Movie
Director: James S. Sadwith
Distributor: NBC-TV
Locations: Elgin, Coupland, Bastrop (Austin area)

LEGEND OF THE BLUEBONNETS

Type Of Project: TV Special
Director:
Distributor:
Locations: Houston

PURE INSANITY

Type Of Project: TV Special
Director: Kent Weed
Distributor: Fox Network
Locations: Austin

REDBOY 13

Type Of Project: Feature (independent)
Director: Marcus Van Bavel
Distributor:
Locations: Austin

RHYTHMS OF THE WORLD

Type Of Project: TV Episode
Director:
Distributor: BBC
Locations: Austin, Kerrville, San Antonio, Gruene, Luckenbach, Dallas

SCARY MOVIE

Type Of Project: Feature (independent)
Director: Daniel Erickson
Distributor:
Locations: Driftwood (Austin area)

SLACKER

Type Of Project: Feature (independent)
Director: Richard Linklater
Distributor: Orion Classics
Locations: Austin

STRONG ROOM ZURICH

Type Of Project: TV Episode
Director: Kay Von Kotze
Distributor: ADR TV (Germany)
Locations: El Paso, Alpine

TAE KWAN DO KIDS: THE WAY

Type Of Project: Feature (independent)
Director: Sam Um
Distributor:
Locations: Austin, Fort Worth (Dallas area)

THE COVENANT

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas area

THE TEXAS CONNECTION (1ST SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti, Jess Doherty
Distributor: The Nashville Network
Locations: Austin

TOTALLY PAULY

Type Of Project: TV Special
Director:
Distributor: MTV
Locations: San Antonio

TOUCH AND DIE

Type Of Project: TV Miniseries
Director: Piernico Solinas
Distributor: European Television
Locations: Dallas

TOY SOLDIERS

Type Of Project: Feature (studio)
Director: Daniel Petrie, Jr.
Distributor: TriStar Pictures
Locations: San Antonio

WAITING

Type Of Project: TV Episode
Director:
Distributor: ARD (Germany)
Locations: Dallas

WITHOUT WARNING: THE JAMES BRADY STORY

Type Of Project: TV Movie
Director: Michael Uno
Distributor: HBO
Locations: Houston

1991

A SEDUCTION IN TRAVIS COUNTY

Type Of Project: TV Movie
Director: George Kaczender
Distributor: CBS-TV
Locations: Austin, Georgetown

ALTERED LOVE

Type Of Project: Feature (independent)
Director: Bob Willems
Distributor:
Locations: Houston

AN AMERICAN STORY

Type Of Project: TV Movie
Director: John Gray
Distributor: CBS-TV
Locations: McKinney (Dallas area)

ANOTHER PAIR OF ACES

Type Of Project: TV Movie
Director: Bill Bixby
Distributor: CBS-TV
Locations: Austin

AT GROUND ZERO

Type Of Project: Feature (independent)
Director: Craig Schlattmann
Distributor:
Locations: various Texas locations

ATTITUDES

Type Of Project: TV Series (network or cable)
Director:
Distributor: Lifetime Network
Locations: San Antonio

Film & TV Productions Made in Texas (1910 - 2009)

AUSTIN CITY LIMITS (17TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

FBI FILE: THE UNTOLD STORY

Type Of Project: TV Episode
Director: Abel Ferrara
Distributor: ABC-TV
Locations: San Antonio

NECESSARY ROUGHNESS

Type Of Project: Feature (studio)
Director: Stan Dragoti
Distributor: Paramount Pictures
Locations: Denton (Dallas area)

BED OF LIES

Type Of Project: TV Movie
Director: Billy Graham
Distributor: ABC-TV
Locations: Austin

FUGITIVE AMONG US

Type Of Project: TV Movie
Director: Michael Uno
Distributor: CBS-TV
Locations: Dallas area: Cedar Hill, Lancaster, Palmer, Grand Prairie, Denton, Plano; Galveston (Houston area)

NED BLESSING: THE TRUE STORY OF MY LIFE

Type Of Project: TV Pilot (network or cable)
Director: Peter Werner
Distributor: CBS-TV
Locations: Austin, Spicewood

BLASTER

Type Of Project: TV Pilot (network or cable)
Director:
Distributor:
Locations: San Antonio

GERBERT (3RD SEASON)

Type Of Project: TV Series (network or cable)
Director: Rick Locke
Distributor: The Family Channel
Locations: Irving (Dallas area)

RUBY

Type Of Project: Feature (independent)
Director: John MacKenzie
Distributor:
Locations: Dallas

BONNIE AND CLYDE: THE REAL STORY

Type Of Project: TV Movie
Director: Gary Hoffman
Distributor: The Fox Network
Locations: Waxahachie (Dallas area), Ellis County

HEXED

Type Of Project: Feature (independent)
Director: Alan Spencer
Distributor:
Locations: Fort Worth, Irving (Dallas area)

RUSH

Type Of Project: Feature (studio)
Director: Lili Fini Zanuck
Distributor: MGM Pictures
Locations: Houston, Richmond (Fort Bend County), woods near Highlands

BUCKSHOT

Type Of Project: TV Special
Director: Zinka Benton
Distributor: PBS
Locations: Houston

JFK

Type Of Project: Feature (studio)
Director: Oliver Stone
Distributor: Warner Bros.
Locations: Dallas, Oak Cliff, Arlington, Fort Worth

SCENES FROM THE APOCALYPSE

Type Of Project: Feature (independent)
Director: Roger Nall
Distributor:
Locations: Dallas

CHARLIE'S EAR

Type Of Project: Feature (independent)
Director: Gary Chasen
Distributor:
Locations: Houston

JUST GOOD FRIENDS

Type Of Project: TV Pilot (network or cable)
Director: Rick Rosenthal
Distributor:
Locations: San Antonio

SHADOW FORCE

Type Of Project: Feature (independent)
Director: Darryl Davenport
Distributor:
Locations: San Antonio

COMIC STRIP LIVE

Type Of Project: TV Series (network or cable)
Director:
Distributor: Fox Television
Locations: Houston

KNIGHT RIDER 2000

Type Of Project: TV Movie
Director: Alan Levi
Distributor: NBC-TV
Locations: San Antonio, Corpus Christi

SIDEKICKS

Type Of Project: Feature (independent)
Director: Aaron Norris
Distributor:
Locations: Houston

DANGEROUS CURVES (1ST SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS-TV
Locations: Dallas, Irving

LBJ

Type Of Project: TV Special
Director:
Distributor: PBS
Locations: Dallas, Johnson City (Austin area)

SIMPLE MEN

Type Of Project: Feature (independent)
Director: Hal Hartley
Distributor: Fine Line Features
Locations: Houston, Seabrook, Booth, Fort Bend County, Highlands

ESTHER'S FOLLIES

Type Of Project: TV Pilot (network or cable)
Director: Zane Busby
Distributor: The Comedy Channel
Locations: Austin

LOVE CRIMES

Type Of Project: Feature (independent)
Director: Lizzie Borden
Distributor: Millimeter Films
Locations: Irving (Dallas area)

SONG OF LEAVES

Type Of Project: Feature (independent)
Director: Michael Cohen
Distributor:
Locations: Austin

Film & TV Productions Made in Texas (1910 - 2009)

STEELE'S LAW

Type Of Project: Feature (independent)
Director: Fred Williamson
Distributor:
Locations: Dallas area

THE TRIAL

Type Of Project: TV Miniseries
Director: Paul Wendkos
Distributor: NBC-TV
Locations: Houston; Richmond (Fort Bend County), Pearland

BARNEY & FRIENDS

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Irving (Dallas area)

STRANGER AT MY DOOR

Type Of Project: TV Movie
Director: Vince McEveety
Distributor: CBS-TV
Locations: Austin

THIS IS GARTH BROOKS

Type Of Project: TV Special
Director:
Distributor: NBC-TV
Locations: Dallas

BUILDING GENERATIONS

Type Of Project: TV Special
Director:
Distributor: PBS
Locations: Dallas area

TEENAGE CATGIRLS IN HEAT

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Austin

THREE DAYS TO A KILL

Type Of Project: Feature (independent)
Director: Fred Williamson
Distributor: 21st Century Film Corporation
Locations: Dallas, Celina

CREEP TALES

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas

THE FAST LANE

Type Of Project: TV Movie
Director: Rick Rosenthal
Distributor: CBS-TV
Locations: San Antonio

TRIUMPH OF THE HEART: THE RICKY BELL STORY

Type Of Project: TV Movie
Director: Richard Michaels
Distributor: CBS-TV
Locations: Houston

DANGEROUS CURVES (2ND SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS
Locations: Dallas, Irving, McKinney, Celina

THE HABITATION OF DRAGONS

Type Of Project: TV Movie
Director: Michael Lindsay-Hogg
Distributor: Turner Network Television
Locations: Sealy, Columbus

TRUE DETECTIVE

Type Of Project: TV Segment
Director:
Distributor: Fox Television
Locations: Austin

DAZED AND CONFUSED

Type Of Project: Feature (studio)
Director: Richard Linklater

Distributor: Gramercy Pictures
Locations: Austin: Zilker Park, Top Notch Burgers, Bedichek Middle School, Yarborough Branch Library

THE HEROES OF DESERT STORM

Type Of Project: TV Movie
Director: Don Ohlmeyer
Distributor: ABC-TV
Locations: El Paso

WILD TEXAS WIND

Type Of Project: TV Movie
Director: Joan Tewkesbury
Distributor: NBC-TV
Locations: Austin

EVERYBODY HURTS

Type Of Project: Music Video
Director: Jake Scott
Distributor:
Locations: San Antonio

THE LAST PROSTITUTE

Type Of Project: TV Movie
Director: Lou Antonio
Distributor: The Lifetime Network
Locations: Brenham, Waller, Magnolia

1992

A TASTE FOR KILLING

Type Of Project: TV Movie
Director: Lou Antonio
Distributor: USA Network
Locations: Houston, Pasadena, Galveston

FATAL DECEPTION: MRS. LEE HARVEY OSWALD

Type Of Project: TV Movie
Director: Robert Dornhelm
Distributor: NBC-TV
Locations: Dallas

THE MARIANAO KID

Type Of Project: Feature (independent)
Director: Joseph Rumbaut, Arthur E. Bergel
Distributor:
Locations: Houston

ART BEHIND BARS

Type Of Project: Documentary
Director:
Distributor: KERA
Locations: Dallas, Huntsville, San Antonio

FATHER HOOD

Type Of Project: Feature (studio)
Director: Darrell Roodt
Distributor: Hollywood Pictures
Locations: San Antonio area, Houston, Port Arthur

THE TEXAS CONNECTION (2ND SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti, Jess Doherty
Distributor: The Nashville Network
Locations: Austin

AUSTIN CITY LIMITS (18TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

FLESH AND BONE

Type Of Project: Feature (studio)
Director: Steven Kloves
Distributor: Paramount Pictures
Locations: Austin, Gruene, San Marcos, Marfa, Monahans, Stanton, Cuero

Film & TV Productions Made in Texas (1910 - 2009)

KINDRED SPIRITS

Type Of Project: TV Special
Director: Christine McConnell
Distributor: PBS
Locations: Dallas area

LEAP OF FAITH

Type Of Project: Feature (studio)
Director: Richard Pearce
Distributor: Paramount Pictures
Locations: Plainview, Groom, Happy, Tulia, Amarillo; Irving (Dallas area)

MY BOYFRIEND'S BACK

Type Of Project: Feature (studio)
Director: Bob Balaban
Distributor: Touchstone Pictures
Locations: Lockhart, Bastrop, Austin area

ODILE & YVETTE AT THE EDGE OF THE WORLD

Type Of Project: Feature (independent)
Director: Andre Burke
Distributor:
Locations: Austin, Fredericksburg, Luling

OUT OF CONTROL

Type Of Project: Feature (independent)
Director: Ovidio G. Assonitis, Robert Barrett
Distributor: International Movie Services
Locations: Corpus Christi

PURE COUNTRY

Type Of Project: Feature (studio)
Director: Christopher Cain
Distributor: Warner Bros.
Locations: Fort Worth, Terrell (Dallas area)

RANGER

Type Of Project: Direct to Video
Director:
Distributor:
Locations: El Paso

RIO DIABLO

Type Of Project: TV Movie
Director: Ron Hardy
Distributor:
Locations: Del Rio, Brackettville, Lajitas

RITMO LATINO (1ST SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor:
Locations: Houston, Corpus Christi

SHADOWS...THAT WHICH IS CAST TO THE SIDE

Type Of Project: Documentary
Director: Tommye Myrich
Distributor:
Locations: Austin

SHAMELESS

Type Of Project: Feature (independent)
Director: Robert Byington
Distributor:
Locations: Austin

STREET SMARTS: STRAIGHT TALK

Type Of Project: TV Special
Director:
Distributor: PBS
Locations: Dallas

THE POSITIVELY TRUE ADVENTURES OF THE ALLEGED TEXAS CHEERLEADER-MURDERING MOM

Type Of Project: TV Movie
Director: Michael Ritchie
Distributor: HBO
Locations: Houston

THE SECRET

Type Of Project: Feature (independent)
Director: Jason Hammond
Distributor:
Locations: Dallas

THE TEXAS CONNECTION (3RD SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti, Jess Doherty
Distributor: The Nashville Network
Locations: Austin

THE TRUST

Type Of Project: Feature (independent)
Director: Doug Kilgore
Distributor:
Locations: Houston

UNDER THE MOON

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: El Paso, Van Horn

UNNATURAL PURSUITS

Type Of Project: TV Miniseries
Director: Christopher Morahan
Distributor: BBC-TV
Locations: Dallas, Houston

VOICES

Type Of Project: Documentary
Director:
Distributor: KERA (Dallas)
Locations: Dallas

WHAT'S EATING GILBERT GRAPE

Type Of Project: Feature (studio)
Director: Lasse Hallström
Distributor: Paramount Pictures
Locations: Manor, Lockhart (Austin area)

WHERE THE RED FERN GROWS, PART 2

Type Of Project: Direct to Video
Director:
Distributor:
Locations: Texas State Railroad (Palestine/Rusk)

WHIRLIGIG'S TEDDYBEAR THEATER (1ST SEASON)

Type Of Project: TV Series (network or cable)
Director: Kermit Love
Distributor:
Locations: Irving (Dallas area)

WHO CARES ABOUT KIDS

Type Of Project: TV Special
Director:
Distributor: KERA
Locations: Dallas

WILDFLOWERS WITH HELEN HAYES

Type Of Project: TV Special
Director: Ginny Martin
Distributor: PBS
Locations: Austin, Dallas

1993

8 SECONDS

Type Of Project: Feature (studio)
Director: John G. Avildsen
Distributor: New Line Cinema
Locations: San Antonio; Helotes

A PERFECT WORLD

Type Of Project: Feature (studio)
Director: Clint Eastwood
Distributor: Warner Bros.
Locations: Austin, Martindale, Huntsville

AFTER GOODBYE: AN AIDS STORY

Type Of Project: Documentary
Director:
Distributor: PBS
Locations: Dallas

Film & TV Productions Made in Texas (1910 - 2009)

AMERICA'S FUNNIEST PEOPLE

Type Of Project: TV Segment
Director:
Distributor:
Locations: Waco, Temple, Corpus Christi, Odessa

CULTIVATING CHARLIE

Type Of Project: Feature (independent)
Director: Alex Georges
Distributor:
Locations: Houston

LOVE AND A .45

Type Of Project: Feature (independent)
Director: C. M. Talkington
Distributor: Trimark Pictures
Locations: Austin

AUSTIN CITY LIMITS (19TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

FRONTIER EVIL

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Whitney, Bynum, Brandon

MEA CULPA

Type Of Project: Feature (independent)
Director: John Carstarphen
Distributor:
Locations: Dallas area

BAD GIRLS

Type Of Project: Feature (studio)
Director: Jonathan Kaplan
Distributor: 20th Century Fox
Locations: Brackettville, Del Rio

GHOSTBITE

Type Of Project: Feature (independent)
Director: Francis Bosson
Distributor:
Locations: Dallas

MURDER IN THE HEARTLAND

Type Of Project: TV Movie
Director: Robert Markowitz
Distributor: CBS-TV
Locations: McKinney (Dallas area)

BARNEY & FRIENDS

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Irving (Dallas area)

HEAVEN & HELL: NORTH & SOUTH, BOOK III

Type Of Project: TV Miniseries
Director: Larry Pearce
Distributor: ABC-TV
Locations: San Antonio, Brackettville

NED BLESSING: THE STORY OF MY LIFE & TIMES

Type Of Project: TV Series (network or cable)
Director: Jack Bender
Distributor: CBS-TV
Locations: Austin, Spicewood

BLACK TIE

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

HELL IS TEXAS

Type Of Project: Feature (independent)
Director: Zane Rutledge
Distributor:
Locations: Big Spring

OCCHIOPINOCCHIO

Type Of Project: Feature (studio)
Director:
Distributor:
Locations: Houston, Amarillo

BLANK CHECK

Type Of Project: Feature (studio)
Director: Rupert Wainwright
Distributor: Disney
Locations: Austin, Dallas, San Antonio

I WON'T GO ALONE

Type Of Project: Feature (independent)
Director: Solomon Mondane
Distributor:
Locations: Dallas

ONLY IN AMERICA

Type Of Project: Feature (independent)
Director: Susan Kirr, Rusty Martin
Distributor:
Locations: Dallas/Fort Worth

BLUE DAYS LOST

Type Of Project: Feature (independent)
Director: Jennifer Payson
Distributor:
Locations: Houston

ISLAND CITY

Type Of Project: TV Series (network or cable)
Director:
Distributor:
Locations: Irving (Dallas area)

ORDER OF THE PACK

Type Of Project: Feature (independent)
Director: Kip Torres
Distributor:
Locations: San Antonio, Corpus Christi, Houston

COPS

Type Of Project: TV Episode
Director:
Distributor:
Locations: El Paso

JASON'S LYRIC

Type Of Project: Feature (studio)
Director: Doug McHenry
Distributor: Gramercy Pictures
Locations: Houston, Pearland

PLAYGROUND

Type Of Project: Feature (independent)
Director: Randy Salazar
Distributor:
Locations: Houston

CRYER'S MOON

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: El Paso

LOOKING FOR MISTER HANDMAN

Type Of Project: Feature (independent)
Director: Sam Um
Distributor:
Locations: Austin

POINTMAN

Type Of Project: TV Movie
Director: Robert Ellis Miller
Distributor:
Locations: Houston

Film & TV Productions Made in Texas (1910 - 2009)

POSITION OF THE BODIES

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Imperial

THE MONTEL WILLIAMS SHOW

Type Of Project: TV Episode
Director:
Distributor:
Locations: Dallas

WITNESS TO THE EXECUTION

Type Of Project: TV Movie
Director: Tommy Lee Wallace
Distributor:
Locations: Houston

REALITY BITES

Type Of Project: Feature (studio)
Director: Ben Stiller
Distributor:
Locations: Houston

THE RETURN OF THE TEXAS CHAINSAW MASSACRE

Type Of Project: Feature (independent)
Director: Kim Henkel
Distributor: Columbia Pictures
Locations: Austin area

1994

A MORE PERFECT UNION

Type Of Project: Feature (independent)
Director: Ari Sheinkin, Stephen Sheinkin
Distributor:
Locations: Austin

RESCUE 911

Type Of Project: TV Segment
Director:
Distributor:
Locations: Dallas, Gainesville, Austin

THE TEXAS CONNECTION (4TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti, Jess Doherty
Distributor: The Nashville Network
Locations: San Antonio

A MOTHER'S GIFT

Type Of Project: TV Movie
Director:
Distributor:
Locations: Austin

RITMO LATINO (2ND SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: Univision
Locations: Houston, Corpus Christi

THIS IS GARTH BROOKS, TOO!

Type Of Project: TV Special
Director:
Distributor: NBC-TV
Locations: Irving (Dallas area)

A WOMAN OF INDEPENDENT MEANS

Type Of Project: TV Miniseries
Director: Robert Greenwald
Distributor: NBC-TV
Locations: Houston, Galveston, Waller, La Porte, Fort Bend County, ranch near Spring, Texas State Railroad (Rusk/Palestine)

SHADY GROVE

Type Of Project: Feature (independent)
Director: Christian Moore
Distributor:
Locations: Austin, Georgetown

UNSOLVED MYSTERIES

Type Of Project: TV Segment
Director:
Distributor: NBC-TV
Locations: El Paso

AFTERNOONS AND COFFEE SPOONS

Type Of Project: Music Video
Director:
Distributor:
Locations: Austin

THE CHASE

Type Of Project: Feature (studio)
Director: Adam Rifkin
Distributor:
Locations: Houston

WAITING FOR THE SUN

Type Of Project: Feature (independent)
Director: Armando Fernandez
Distributor:
Locations: Corpus Christi

APOLLO 13

Type Of Project: Feature (studio)
Director: Ron Howard
Distributor:
Locations: Houston area

THE HOUSE ON TODVILLE ROAD

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

WALKER, TEXAS RANGER (1ST SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS-TV
Locations: Dallas, Fort Worth

AUSTIN CITY LIMITS (20TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

THE LAST BULLET

Type Of Project: Feature (independent)
Director: Cesar Alejandro
Distributor:
Locations: El Paso

WHIRLIGIG'S TEDDYBEAR THEATER (2ND SEASON)

Type Of Project: TV Series (network or cable)
Director: Kermit Love
Distributor:
Locations: Irving (Dallas area)

BARNEY & FRIENDS

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Irving (Dallas area)

THE MAN WITH THE PERFECT SWING

Type Of Project: Feature (independent)
Director: Michael Hovis
Distributor:
Locations: Houston

WILLIE NELSON: THE BIG SIX-O

Type Of Project: TV Special
Director:
Distributor:
Locations: Austin

BLOOD AND LUST

Type Of Project: Feature (independent)
Director:
Distributor: Gorevision
Locations: Whitney, Bynum, Brandon

Film & TV Productions Made in Texas (1910 - 2009)

BOTTLE ROCKET

Type Of Project: Feature (studio)
Director: Wes Anderson
Distributor: Columbia Pictures
Locations: Dallas area, Grand Prairie

HOPE'S HAPPY BIRTHDAY

Type Of Project: Feature (independent)
Director: Grace Smith
Distributor:
Locations: Austin

PLUTONIUM CIRCUS

Type Of Project: Feature (independent)
Director: George Ratliff
Distributor: Wildcatter Films
Locations: Amarillo

COWTOWN MEMORIES

Type Of Project: Documentary
Director:
Distributor:
Locations: Fort Worth (Dallas area)

JAMES A. MICHENER'S TEXAS

Type Of Project: TV Miniseries
Director: Richard Lang
Distributor: ABC-TV
Locations: Brackettville, Del Rio

POP LOVE

Type Of Project: Feature (independent)
Director: Kyle Henry
Distributor:
Locations: Houston area

CURSE OF THE STARVING CLASS

Type Of Project: Feature (independent)
Director: J. Michael McClary
Distributor:
Locations: Dallas area

JUVENILE JUSTICE

Type Of Project: TV Series (syndicated)
Director:
Distributor:
Locations: Houston

SEEKING THE CAFE BOB

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Austin

DEATH METAL ZOMBIES

Type Of Project: Feature (independent)
Director: Todd Cook
Distributor:
Locations: Houston

LATE BLOOMERS

Type Of Project: Feature (independent)
Director: Julia Dyer
Distributor:
Locations: Dallas

SHADES OF GREY

Type Of Project: Feature (independent)
Director: Ron Smith
Distributor:
Locations: Waco

DESPERADO

Type Of Project: Feature (studio)
Director: Robert Rodriguez
Distributor:
Locations: Del Rio area (filmed in Mexico, but offices and support services were in Del Rio)

LETHAL SEDUCTION

Type Of Project: Feature (independent)
Director: Fred Watkins
Distributor:
Locations: Denton (Dallas area)

SHADOWS OF DESIRE

Type Of Project: TV Movie
Director: Sam Pillsbury
Distributor: CBS-TV
Locations: Austin, Elgin

DOWN AT THE GULF AND SHELL

Type Of Project: Music Video
Director:
Distributor:
Locations: Damon (Houston area)

NO RESISTANCE

Type Of Project: Feature (independent)
Director: Tim Thomson
Distributor:
Locations: Houston

SOMEONE SPECIAL

Type Of Project: Feature (independent)
Director: Soodabeh Oskoui Babcock
Distributor:
Locations:

FRANKIE STARLIGHT

Type Of Project: Feature (studio)
Director: Michael Lindsay-Hogg
Distributor:
Locations: Kingsville

OBJECTS IN THE REAR VIEW MIRROR MAY BE CLOSER THAN THEY APPEAR

Type Of Project: Music Video
Director:
Distributor:
Locations: Denton (Dallas area)

STEALIN' HOME

Type Of Project: Feature (independent)
Director: John Carstarphen
Distributor:
Locations: Dallas area, Denton

HEAVEN HELP US

Type Of Project: TV Series (syndicated)
Director:
Distributor: Spelling Television Inc.
Locations: San Antonio

PAINFLOWER

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: McAllen, Edinburg, Pharr, Rio Grande City, Roma

TALL DARK AND DEADLY

Type Of Project: TV Movie
Director: Ken Fink
Distributor: The USA Network
Locations: Houston

HIDE AND SEEK

Type Of Project: Feature (independent)
Director: David Stephens
Distributor:
Locations: Irving (Dallas area)

PAINTED HERO

Type Of Project: Feature (independent)
Director: Terry Benedict
Distributor:
Locations: Denton, Wichita Falls, Lake Dallas

TEXAS JUSTICE (MINISERIES)

Type Of Project: TV Miniseries
Director: Dick Lowrey
Distributor: ABC
Locations: Austin, Lockhart, Bartlett, Martindale

THE BIG GREEN

Type Of Project: Feature (studio)
Director: Holly Goldberg Sloan
Distributor:
Locations: Austin, Dale

Film & TV Productions Made in Texas (1910 - 2009)

THE BREAKERS

Type Of Project: Feature (independent)
Director: Suzanne Savoy
Distributor:
Locations: Houston, Bolivar, Orange

THE DARK DANCER

Type Of Project: Feature (independent)
Director: Bob Burge
Distributor:
Locations: Houston, La Porte

THE GAMBLER V: PLAYING FOR KEEPS

Type Of Project: TV Miniseries
Director: Jack Bender
Distributor: CBS
Locations: Terlingua, Big Bend Ranch State Natural Area, Brackettville, Del Rio, Uvalde, Galveston (Houston area), San Antonio area, Texas State Railroad (Rusk/Palestine)

THE GOOD OLD BOYS

Type Of Project: TV Movie
Director: Tommy Lee Jones
Distributor: Turner Network Television
Locations: Alpine, Fort Davis, Del Rio, Brackettville

THE HIGH ROAD

Type Of Project: Feature (independent)
Director: Tommy Palotta
Distributor:
Locations: Austin, Llano, Galveston (Houston area)

THE KEYS TO TULSA

Type Of Project: Feature (independent)
Director: Leslie Greif
Distributor:
Locations: Dallas/Fort Worth area

THE REAL QUEEN OF HEARTS

Type Of Project: Feature (independent)
Director: Bill Rhoten
Distributor:
Locations: Irving (Dallas area)

THE STARS FELL ON HENRIETTA

Type Of Project: Feature (studio)
Director: James Keach
Distributor:
Locations: Abilene, Bartlett, Marfa

THE SUBSTITUTE WIFE

Type Of Project: TV Movie
Director: Peter Warner
Distributor:
Locations: Austin

THE UNDERNEATH

Type Of Project: Feature (studio)
Director: Steven Soderbergh
Distributor: Gramercy Pictures
Locations: Austin area; Bastrop State Park

THE WATER HOLE GANG

Type Of Project: Feature (independent)
Director: Gerald Cain
Distributor:
Locations: Austin

WALKER, TEXAS RANGER (2ND SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS-TV
Locations: Dallas/Fort Worth area, Caddo Lake State Park, Rusk/Palestine (Texas State Railroad)

WHAT DO YOU WANT TO BE WHEN YOU GROW UP?

Type Of Project: Direct to Video
Director:
Distributor:
Locations: Austin

WHITE MILE

Type Of Project: TV Movie
Director: Robert Butler
Distributor: HBO
Locations: Austin

WISHBONE (1ST SEASON)

Type Of Project: TV Series (network or cable)
Director: Fred Holmes, Ken Harrison, Allen Mondell, Ben Vaughn and Michael McClary
Distributor: PBS
Locations: Dallas area

WITHOUT CONSENT

Type Of Project: TV Movie
Director: Rob Iscove
Distributor:
Locations: Austin

ACE VENTURA: WHEN NATURE CALLS

Type Of Project: Feature (studio)
Director: Steve Oederkerk
Distributor: Warner Bros.
Locations: Hondo, Kerrville, San Antonio area

AMERICA'S DREAM - "LONG BLACK SONG"

Type Of Project: TV Pilot (network or cable)
Director:
Distributor: HBO
Locations: Dallas area

AMERICAN BOUNTY HUNTER

Type Of Project: TV Pilot (network or cable)
Director:
Distributor: UPN
Locations: Houston

AUSTIN CITY LIMITS (21ST SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

BARNEY & FRIENDS

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Irving (Dallas area)

BARNEY & FRIENDS

Type Of Project: Direct to Video
Director:
Distributor:
Locations: Irving (Dallas area)

CADILLAC RANCH

Type Of Project: Feature (independent)
Director: Lisa Gottlieb
Distributor: Legacy Releasing Corporation
Locations: Austin area, San Marcos, Coupland

CAMP CHARLIE

Type Of Project: Feature (independent)
Director: Anne Catherine Carr
Distributor:
Locations: Austin area

CARRIED AWAY

Type Of Project: Feature (independent)
Director: Bruno Barreto
Distributor: Cinetel Pictures
Locations: Dallas/Fort Worth area

1995

A PROMISE TO CAROLYN

Type Of Project: TV Movie
Director: Jerry London
Distributor:
Locations: Dallas/Fort Worth area

Film & TV Productions Made in Texas (1910 - 2009)

CHILDREN OF THE CORN: THE GATHERING

Type Of Project: Feature (independent)
Director: Greg Spense
Distributor:
Locations: Austin area

CONVERSATIONS

Type Of Project: TV Series (syndicated)
Director:
Distributor:
Locations: Houston area

COURAGE UNDER FIRE

Type Of Project: Feature (studio)
Director: Edward Zwick
Distributor: 20th Century Fox
Locations: Austin, Bastrop, San Marcos, Bertram, El Paso

DEAD MAN'S WALK

Type Of Project: TV Miniseries
Director: Yves Simoneau
Distributor: ABC-TV
Locations: Van Horn, Alpine, Lajitas, Big Bend Ranch State Natural Area, Terlingua, Fort Davis area

DEADLY FAMILY SECRETS

Type Of Project: TV Movie
Director: Richard Heffron
Distributor:
Locations: Austin area, Lockhart, Dripping Springs

DEEP IN THE HEART

Type Of Project: Feature (independent)
Director: Steven Purvis
Distributor:
Locations: Austin

DOWN FOR THE BARRIO

Type Of Project: Feature (independent)
Director: Cesar Alejandro
Distributor:
Locations: El Paso

FREQUENT FLYER

Type Of Project: TV Movie
Director: Alan Metzger
Distributor: ABC-TV
Locations: Dallas area

GAYTV: THE MOVIE

Type Of Project: Feature (independent)
Director: Jon Paul Buchmeyer
Distributor:
Locations: Dallas area

HANDS ON A HARD BODY

Type Of Project: Feature (independent)
Director: S. R. Bindler
Distributor: Legacy Releasing
Locations: Longview

I LET HER LIE

Type Of Project: Music Video
Director:
Distributor:
Locations: Waxahachie (Dallas area)

IN THE NAME OF LOVE: A TEXAS TRAGEDY

Type Of Project: TV Movie
Director: Bill D'Elia
Distributor: The Fox Network
Locations: Dallas area, Sanger, Pilot Point, Aubrey, Denton, Carrollton, Navo

JACKLIGHT

Type Of Project: Feature (independent)
Director: Steven Hentges
Distributor:
Locations: Brenham, Washington County

JAG

Type Of Project: TV Pilot (network or cable)
Director:
Distributor: Paramount Pictures/NBC-TV
Locations: Corpus Christi

JUVENILE JUSTICE

Type Of Project: TV Series (syndicated)
Director:
Distributor:
Locations: Austin

LAST MAN STANDING

Type Of Project: Feature (studio)
Director: Walter Hill
Distributor: New Line Cinema
Locations: El Paso area

LAY DOWN SALLY

Type Of Project: Music Video
Director:
Distributor:
Locations: Taylor (Austin area)

LEBENSBOHN

Type Of Project: Feature (independent)
Director: David Stephens
Distributor:
Locations: Dallas area

LILY DALE

Type Of Project: TV Movie
Director: Peter Masterson
Distributor: Showtime
Locations: Dallas/Fort Worth, Rusk/Palestine (Texas State Railroad)

LOLITA

Type Of Project: Feature (studio)
Director: Adrian Lyne
Distributor: Samuel Goldwyn Company
Locations: Houston area; Richmond, Wharton (Fort Bend County); El Paso; Lake Buchanan, San Antonio area

LONE STAR

Type Of Project: Feature (studio)
Director: John Sayles
Distributor: Castle Rock Entertainment
Locations: Eagle Pass, Del Rio, Laredo

MATERIAL WITNESS

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

POWDER

Type Of Project: Feature (studio)
Director: Victor Salva
Distributor: Hollywood Pictures
Locations: Wharton, Richmond (Fort Bend County), Sugar Land, Houston area, Texas City

PURO TEJANO

Type Of Project: Feature (independent)
Director: Arturo Ortiz
Distributor:
Locations: Port Isabel, San Antonio, Dallas

RUTA WAKENING

Type Of Project: Feature (independent)
Director: Steve Bilich
Distributor:
Locations: Austin

SHE FOUGHT ALONE

Type Of Project: TV Movie
Director: Chris Leitch
Distributor: NBC
Locations: Austin area, Lockhart

SPACE MARINES

Type Of Project: Feature (independent)
Director: John Weidner
Distributor:
Locations: Dallas area

Film & TV Productions Made in Texas (1910 - 2009)

SPAMARAMA

Type Of Project: Feature (independent)
Director: Cressandra Thibodeaux
Distributor:
Locations: Austin

STREETS OF LAREDO

Type Of Project: TV Miniseries
Director: Joseph Sargent
Distributor: CBS-TV
Locations: Lajitas, Terlingua, Alpine, Big Bend Ranch State Natural Area, Del Rio, Brackettville, Texas State Railroad (Rusk/Palestine)

TEXAS ENTERTAINMENT NEWS

Type Of Project: TV Pilot (independent)
Director:
Distributor:
Locations: Austin area

THE BIG BACKYARD

Type Of Project: Feature (independent)
Director: David Karabinas
Distributor:
Locations: Austin

THE CURSE OF INFERNO

Type Of Project: Feature (independent)
Director: John Warren
Distributor:
Locations: Dallas area, Waxahachie, Forney, Rockwall

THE EVENING STAR

Type Of Project: Feature (studio)
Director: Robert Harling
Distributor: Paramount Pictures
Locations: Houston, Texas City, Galveston, Sugar Land (Fort Bend County)

THE KANGAROO

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

THE ROAD TO GALVESTON

Type Of Project: TV Movie
Director: Michael Uno
Distributor: The USA Network
Locations: Houston area; Beasley (Fort Bend County)

THE U. S. / MEXICAN WAR

Type Of Project: Documentary
Director:
Distributor: PBS
Locations: Goliad

THE UNSPOKEN TRUTH

Type Of Project: TV Movie
Director: Peter Werner
Distributor: Hearst Entertainment
Locations: Austin, Georgetown

THE WAR AT HOME

Type Of Project: Feature (studio)
Director: Emilio Estevez
Distributor: Buena Vista Pictures
Locations: Austin, San Marcos, Taylor

THE WHOLE WIDE WORLD

Type Of Project: Feature (independent)
Director: Dan Ireland
Distributor: Sony Pictures Classics
Locations: Austin area, Bastrop, Rockne, Bartlett

TIN CUP

Type Of Project: Feature (studio)
Director: Ron Shelton
Distributor: Warner Bros.
Locations: Houston area, Kingwood (Kingwood Country Club)

TOO MUCH FUN

Type Of Project: Music Video
Director:
Distributor:
Locations: Greenville (Dallas area)

UNSOLVED MYSTERIES

Type Of Project: TV Segment
Director:
Distributor: NBC-TV
Locations: San Antonio, Brackettville

VOCESSITAS/LITTLE VOICES

Type Of Project: Feature (independent)
Director: Kim Flores
Distributor:
Locations: Dallas

WAITING FOR GUFFMAN

Type Of Project: Feature (studio)
Director: Christopher Guest
Distributor: Sony Pictures Classics
Locations: Lockhart, Austin

WALKER, TEXAS RANGER (3RD SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS-TV
Locations: Dallas/Fort Worth area, Waxahachie, Sherman, Forney, Frisco, Coppell; Galveston (Houston area)

WHAT MORE DO YOU WANT?

Type Of Project: Music Video
Director:
Distributor:
Locations: Maypearl (Dallas area)

WHO NEEDS YOU, BABY?

Type Of Project: Music Video
Director:
Distributor:
Locations: Carrollton (Dallas area)

WISHBONE (2ND SEASON)

Type Of Project: TV Series (network or cable)
Director: Fred Holmes, Ken Harrison, Allen Mondell, Ben Vaughn, Michael McClary
Distributor: PBS
Locations: Dallas area

YOU'RE GONNA MISS ME WHEN I'M GONE

Type Of Project: Music Video
Director:
Distributor:
Locations: Brackettville

1996

AMERICAN BOUNTY HUNTER

Type Of Project: TV Series (network or cable)
Director:
Distributor:
Locations: Houston

AUSTIN CITY LIMITS (22ND SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

AUSTIN STORIES (PILOT)

Type Of Project: TV Pilot (network or cable)
Director:
Distributor: MTV
Locations: Austin

BARNEY & FRIENDS

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Irving (Dallas area)

BLOOD TRAIL

Type Of Project: Feature (independent)
Director: Barry Tubb
Distributor:
Locations: Snyder, Austin

Film & TV Productions Made in Texas (1910 - 2009)

CONNECT 5

Type Of Project: Feature (independent)
Director: Andy Fisher, Lawrence Jay Duplass, John Bryant
Distributor:
Locations: Austin

DALLAS: J.R. RETURNS

Type Of Project: TV Movie
Director: Leonard Katzman
Distributor: CBS
Locations: Dallas area

DON'T LOOK BACK

Type Of Project: TV Movie
Director: John Luessenhop
Distributor: HBO
Locations: Angleton, Galveston (Houston area)

E*L*M*: ENTRY LEVEL MALE

Type Of Project: Feature (independent)
Director: Rick Harrington
Distributor:
Locations: Houston

FIFTH WARD

Type Of Project: Feature (independent)
Director: Nestor Gregory Carter
Distributor:
Locations: Houston

FINDING NORTH

Type Of Project: Feature (independent)
Director: Tanya Wexler
Distributor:
Locations: Denton, Dallas

FIVE WIVES, THREE SECRETARIES AND ME

Type Of Project: Documentary
Director: Tessa Blake
Distributor:
Locations: Houston; Needville (Fort Bend County)

GO FISH

Type Of Project: TV Series (network or cable)
Director:
Distributor: The Nashville Network
Locations: Dallas

HEAT IS THE DEVIL

Type Of Project: Feature (independent)
Director: Larry Lynch, Robert Saiz Holguin
Distributor:
Locations: El Paso

HOME FRIES

Type Of Project: Feature (studio)
Director: Dean Parisot
Distributor: Warner Bros.
Locations: Bastrop, Austin, Coupland

IT'S IN THE WATER

Type Of Project: Feature (independent)
Director: Kelli Herd
Distributor: Herd Films
Locations: Plano, Gainesville (Dallas area)

LATINO LAUGH FESTIVAL AT SAN ANTONIO

Type Of Project: TV Series (network or cable)
Director:
Distributor: Showtime
Locations: San Antonio

LEVEL BEST

Type Of Project: Feature (independent)
Director: Ron Koehler
Distributor:
Locations: Dallas, Irving, McKinney, Farmers Branch, Flower Mound

LITTLE BOY BLUE

Type Of Project: Feature (independent)
Director: Antonio Tibaldi
Distributor:
Locations: Austin area, Bastrop

MICHAEL

Type Of Project: Feature (studio)
Director: Nora Ephron
Distributor: Turner Cinema, Inc.
Locations: Austin area, Georgetown, Granger, Corn Hill, Muldoon, La Grange, Gruene, Gonzales, Theon

N-PRINT

Type Of Project: TV Series (syndicated)
Director: Tom Taylor
Distributor:
Locations: Austin

NIGHT VISION

Type Of Project: Feature (independent)
Director: Gil Bettman
Distributor:
Locations: Dallas, Garland, Denton

OCTANE

Type Of Project: Feature (independent)
Director: Christopher Ramirez
Distributor:
Locations: Dallas, Greenville

OLYMPIA

Type Of Project: Feature (independent)
Director: Bob Byington
Distributor:
Locations: Austin, Lockhart, Laredo

ONCE UPON A TIME IN CHINA VI

Type Of Project: Feature (studio)
Director: Hung Kampo
Distributor:
Locations: Brackettville

PLASTIC UTOPIA

Type Of Project: Feature (independent)
Director: David Zellner
Distributor:
Locations: Austin

PRAIRIE FIRE

Type Of Project: Feature (independent)
Director: Andrew Chapman
Distributor:
Locations: Dallas/Fort Worth

PURGATORY COUNTY

Type Of Project: Feature (independent)
Director: George Ratliff
Distributor:
Locations: Austin area, Taylor, Granger, Kyle

REGGIE AND THE ROUSTABOUTS

Type Of Project: TV Pilot (independent)
Director:
Distributor:
Locations: Dallas, Farmers Branch, The Colony, Bedford

ROCKETMAN

Type Of Project: Feature (studio)
Director: Stuart Gillard
Distributor: Buena Vista
Locations: Houston; Sugar Land (Fort Bend County)

ROUGH RIDERS

Type Of Project: TV Miniseries
Director: John Milius
Distributor: Turner Network Television
Locations: San Antonio, Bandera, Texas State Railroad (Rusk/Palestine), Conroe (Houston area)

SANITY

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Austin

Film & TV Productions Made in Texas (1910 - 2009)

SCARY TEXAS MOVIE

Type Of Project: Feature (independent)
Director: Brad Keller
Distributor:
Locations: Dallas

THE BRADSHAW DIFFERENCE

Type Of Project: TV Series (syndicated)
Director: Joey Ford
Distributor:
Locations: Houston

THE WHEEL

Type Of Project: Feature (independent)
Director: Robert Murphy
Distributor:
Locations: Austin, Bastrop

SELENA

Type Of Project: Feature (studio)
Director: Gregory Nava
Distributor: Warner Bros.
Locations: San Antonio; Poteet; Corpus Christi; Port Aransas; Aransas Pass; Lajitas

THE BREAK

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas

TORNADO!

Type Of Project: TV Movie
Director: Chris Leitch
Distributor: The Fox Network
Locations: Austin

SNAKE TALES

Type Of Project: Feature (independent)
Director: Francesca Talenti
Distributor:
Locations: Austin area, Bastrop, Hutto, Buda, Elgin, Giddings

THE GOOD DAY GANG

Type Of Project: TV Series (syndicated)
Director:
Distributor:
Locations: Lubbock

TOURMACHERIE

Type Of Project: Feature (independent)
Director: David Haynes, Tohn Eisenman
Distributor:
Locations: Austin

STILL BREATHING

Type Of Project: Feature (independent)
Director: Jim Robinson
Distributor: October Films
Locations: San Antonio, San Marcos

THE LOCUSTS

Type Of Project: Feature (independent)
Director: John Patrick Kelley
Distributor: Orion Pictures
Locations: Houston area; Richmond, Rosenberg, Fort Bend County

TRUE WOMEN

Type Of Project: TV Miniseries
Director: Karen Arthur
Distributor: CBS-TV
Locations: Austin area, Bastrop, San Antonio, McDade

SUBURBIA

Type Of Project: Feature (studio)
Director: Richard Linklater
Distributor: Castle Rock Entertainment/Sony Pictures Classics
Locations: Austin, Taylor

THE ONLY THRILL

Type Of Project: Feature (studio)
Director: Peter Masterson
Distributor:
Locations: Austin area, Martindale

TWO MOTHERS FOR ZACHARY

Type Of Project: TV Movie
Director: Peter Werner
Distributor: ABC
Locations: Austin, Georgetown, Lockhart

TABLE FOR TWO

Type Of Project: Feature (independent)
Director: Charles Breen
Distributor:
Locations: Houston

THE PEOPLE NEXT DOOR

Type Of Project: TV Movie
Director: Tim Hunter
Distributor:
Locations: Austin, Wimberley

UNTO THEE...

Type Of Project: Feature (independent)
Director: Tim Grace
Distributor:
Locations: Dallas, Fort Worth, Mansfield, Irving, Waxahachie

TEXAS ENTERTAINMENT NEWS

Type Of Project: TV Series (local)
Director:
Distributor:
Locations: Austin and statewide

THE PROTECTOR

Type Of Project: Feature (independent)
Director: Bret McCormick
Distributor:
Locations: Dallas, Addison, Carrollton, Irving, Fort Worth, Plano

WALKER, TEXAS RANGER (4TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS-TV
Locations: Dallas/Fort Worth, Denton, Celina, Chico

TEXAS GRACES

Type Of Project: TV Pilot (network or cable)
Director: Steve Miner
Distributor:
Locations: Austin

THE SCHEDULE

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Austin area

WISHBONE (3RD SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Dallas area

THE B FAXTOR

Type Of Project: Feature (independent)
Director: Lawrence V. Williams
Distributor:
Locations: Houston

THE SECRET SHE CARRIED

Type Of Project: TV Movie
Director: Dan Lerner
Distributor: NBC-TV
Locations: Austin

Film & TV Productions Made in Texas (1910 - 2009)

1997

10,000 FEET

Type Of Project: Feature (independent)
Director: David Ulloa
Distributor:
Locations: statewide locations

48 HOURS

Type Of Project: TV Segment
Director:
Distributor: CBS-TV
Locations: Kilgore

\$6 A MINUTE

Type Of Project: Feature (independent)
Director: Keith Klornes
Distributor:
Locations: Dallas/Fort Worth

AMERICAN DETECTIVE

Type Of Project: Feature (independent)
Director: Dan Brown
Distributor:
Locations: Austin

ARMAGEDDON

Type Of Project: Feature (studio)
Director: Michael Bay
Distributor: Touchstone Pictures
Locations: Dallas area; Denton; Houston area (NASA)

ATLANTA 1996: 17 DAYS OF GLORY

Type Of Project: Documentary
Director:
Distributor:
Locations: Dallas area

AUSTIN CITY LIMITS (23RD SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

AUSTIN STORIES (1ST SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: MTV
Locations: Austin

BARNEY & FRIENDS

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Dallas area; Irving

BARNEY & FRIENDS

Type Of Project: Direct to Video
Director:
Distributor: PBS
Locations: Dallas area; Irving

BELOVED

Type Of Project: Feature (studio)
Director: Jonathan Demme
Distributor: Touchstone Pictures
Locations: Eckert James River Bat Cave Preserve in Mason County

BLOCKBUSTER ROCKFEST 97

Type Of Project: TV Special
Director:
Distributor: MTV and VH-1
Locations: Dallas area; Fort Worth (Texas Motor Speedway)

BREAST MEN

Type Of Project: TV Movie
Director: Lawrence O'Neil
Distributor: HBO
Locations: Houston

COLD CASE

Type Of Project: TV Pilot (network or cable)
Director:
Distributor:
Locations: Dallas area

COMEDY FIESTA

Type Of Project: TV Series (network or cable)
Director:
Distributor:
Locations: San Antonio

COMFORT, TEXAS

Type Of Project: TV Pilot (network or cable)
Director: Michael Ritchie
Distributor:
Locations: Austin area, San Marcos

COUNTRYFEST

Type Of Project: TV Special
Director:
Distributor: CBS
Locations: Dallas area; Fort Worth (Texas Motor Speedway)

DALLAS: WAR OF THE EWINGS

Type Of Project: TV Movie
Director: Michael Preece
Distributor: CBS-TV
Locations: Dallas area

DANCE WITH ME

Type Of Project: Feature (studio)
Director: Randa Haines
Distributor: Sony Pictures
Locations: Houston

DANCER, TEXAS POP. 81

Type Of Project: Feature (studio)
Director: Tim McCanlies
Distributor: TriStar Pictures
Locations: Fort Davis

DILL SCALLION

Type Of Project: Feature (independent)
Director: Jordan Brady
Distributor: The Asylum
Locations: Muleshoe

FOOLS GOLD

Type Of Project: Feature (independent)
Director: Jeff Janger
Distributor:
Locations: Austin area, Blanco, Taylor, Florence, Johnson City, Thorndale

FUNNY IS FUNNY

Type Of Project: TV Series (network or cable)
Director:
Distributor: Galavision
Locations: San Antonio

HOLIDAY IN YOUR HEART

Type Of Project: TV Movie
Director: Michael J. Switzer
Distributor: ABC-TV
Locations: Dallas area

HOPE

Type Of Project: TV Movie
Director: Goldie Hawn
Distributor: TNT
Locations: Houston area, Fort Bend County, Anderson, Thompsons, League City, Manvel

HOPE FLOATS

Type Of Project: Feature (studio)
Director: Forest Whitaker
Distributor: 20th Century Fox
Locations: Austin area; Smithville; Kovar

HOW'D THEY DO THAT

Type Of Project: TV Segment
Director:
Distributor: The Learning Channel
Locations: Shamrock

Film & TV Productions Made in Texas (1910 - 2009)

JETS: JOURNEY OF A DREAM

Type Of Project: TV Movie
Director:
Distributor: German Television
Locations: Wichita Falls

POINT BLANK

Type Of Project: Feature (independent)
Director: Jack Colton
Distributor: Interlight Pictures
Locations: Dallas area; Fort Worth

THE CON

Type Of Project: TV Movie
Director: Steven Schachter
Distributor: USA Network
Locations: Houston area, Wharton

LATINO LAUGH FESTIVAL AT SAN ANTONIO

Type Of Project: TV Segment
Director:
Distributor: Showtime
Locations: San Antonio

PRITHVI

Type Of Project: Feature (studio)
Director: Niten Manmohan
Distributor:
Locations: Houston, Lufkin

THE LAST DINNER

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: San Antonio

LONE STAR KNOW IT ALLS

Type Of Project: TV Series (local)
Director:
Distributor:
Locations: San Antonio (Sea World of Texas)

RESURRECTION

Type Of Project: TV Special
Director:
Distributor:
Locations: San Antonio

THE LIFE OF GEORGE MCGOOGLE

Type Of Project: Feature (independent)
Director: Bill Sebastian
Distributor:
Locations: Dallas

MOVES IN THE NIGHT

Type Of Project: Feature (independent)
Director: Kip Torres
Distributor:
Locations: San Antonio, Corpus Christi

RUSHMORE

Type Of Project: Feature (studio)
Director: Wes Anderson
Distributor: Touchstone Pictures
Locations: Houston

THE NEW TEXAS CUISINE WITH CHEF STEPHAN PYLES

Type Of Project: TV Series (local)
Director:
Distributor:
Locations: Dallas, Harlingen, Port Aransas, Amarillo, Tow, Luckenbach, Port Arthur

MTV EXTREME SPORTS

Type Of Project: TV Special
Director:
Distributor: MTV
Locations: Austin

SONS OF THUNDER

Type Of Project: TV Pilot (network or cable)
Director: Aaron Norris
Distributor: CBS-TV
Locations: Dallas area

THE NEWTON BOYS

Type Of Project: Feature (studio)
Director: Richard Linklater
Distributor: 20th Century Fox
Locations: Austin, Bertram, Lockhart, Martindale, San Antonio, Bartlett, Pflugerville

OLIVE, THE OTHER REINDEER

Type Of Project: TV Special
Director: Steve Moore
Distributor: 20th Century Fox Television
Locations: Dallas

STILL HOLDING ON: THE LEGEND OF CADILLAC JACK

Type Of Project: TV Movie
Director:
Distributor: CBS-TV
Locations: Dallas area

THE OPRAH WINFREY SHOW

Type Of Project: TV Segment
Director:
Distributor: ABC-TV
Locations: Houston

ON THE BORDER

Type Of Project: Feature (independent)
Director: Bob Misiorowski
Distributor:
Locations: El Paso area; Fabens

SWEET THING

Type Of Project: Feature (independent)
Director: Mark David
Distributor:
Locations: Austin, Houston

THIS GUY'S IN LOVE WITH YOU

Type Of Project: Feature (independent)
Director: Michael Boyd
Distributor:
Locations: Dallas area

ONE BAD MICE

Type Of Project: Feature (independent)
Director: Matthew Rafferty
Distributor:
Locations: Dallas area

THE APOSTLE

Type Of Project: Feature (independent)
Director: Robert Duvall
Distributor: October Films International
Locations: Dallas area

TO LIVE AGAIN

Type Of Project: TV Movie
Director: Steven Schachter
Distributor: CBS
Locations: Austin

PHASE 5

Type Of Project: Feature (independent)
Director: Horatio R odriguez, John Vincent Martini
Distributor:
Locations: Houston

THE BEST SUMMER OF OUR TEENAGE YEARS

Type Of Project: Documentary
Director:
Distributor:
Locations: statewide locations

TWO FOR TEXAS

Type Of Project: TV Movie
Director: Rod Hardy
Distributor: Turner Network Television
Locations: Austin area, McKinney Falls State Park, San Antonio, Caddo Lake State Park, Marshall

Film & TV Productions Made in Texas (1910 - 2009)

VERY SPECIAL ED: DETENTION

Type Of Project: Feature (independent)
Director: Andy Anderson
Distributor:
Locations: Dallas/Fort Worth area

ATTACK OF THE BAT MONSTERS

Type Of Project: Feature (independent)
Director: Kelly Green
Distributor:
Locations: Austin

EL MAYA

Type Of Project: Feature (independent)
Director: José Rodríguez, Juan Francisco Rodríguez
Distributor:
Locations: San Antonio

WALKER, TEXAS RANGER (5TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS-TV
Locations: Dallas/Fort Worth area

AUSTIN CITY LIMITS (24TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

EQUINOX KNOCKS

Type Of Project: Feature (independent)
Director: Fran Rzeznik
Distributor:
Locations: Austin area; Weimar

WISHBONE (4TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Rick Duffield, Ken Harrison, Bert Guthrie
Distributor: PBS
Locations: Dallas area

BARNEY & FRIENDS

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Dallas area; Irving

FOREVER

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas

1998

40

Type Of Project: Feature (independent)
Director: Steve Davis
Distributor:
Locations: Dallas area

BARNEY & FRIENDS

Type Of Project: Direct to Video
Director:
Distributor: PBS
Locations: Dallas area; Irving

HORIZON STAR

Type Of Project: Feature (independent)
Director: Naron "Bubba" Fisher
Distributor:
Locations: Alpine

BLOOD IS THICKER

Type Of Project: Feature (independent)
Director: Les Branson
Distributor:
Locations: Dallas area

IN FLAGRANTE

Type Of Project: Feature (independent)
Director: Tom Chamberlain
Distributor:
Locations: Austin

A FACE TO KILL FOR

Type Of Project: TV Movie
Director: Michael Uno
Distributor: USA Network
Locations: Houston

BOONDOGGLE

Type Of Project: Feature (independent)
Director: Scott Reeder
Distributor:
Locations: Dallas

JUST SUE ME

Type Of Project: Feature (independent)
Director: John Shepphird
Distributor: Tee Vic Productions
Locations: Austin

A SLIPPING DOWN LIFE

Type Of Project: Feature (independent)
Director: Toni Kalem
Distributor: Lions Gate Films
Locations: Austin

BOYS DON'T CRY

Type Of Project: Feature (independent)
Director: Kimberley Peirce
Distributor: Fox Searchlight
Locations: Dallas area; Greenville

KILLING THE BADGE

Type Of Project: Feature (independent)
Director: Nicholas Sturghill
Distributor: Tapeworm Video Distributors
Locations: Houston, Galveston

A TEXAS FUNERAL

Type Of Project: Feature (independent)
Director: W. Blake Herron
Distributor:
Locations: Austin, Martindale

CERTAIN GUYS

Type Of Project: Feature (independent)
Director: Stephen James
Distributor: HBO
Locations: Dallas area

LATINO LAUGH FESTIVAL AT SAN ANTONIO

Type Of Project: TV Segment
Director:
Distributor:
Locations: San Antonio

ABILENE

Type Of Project: Feature (independent)
Director: Joe Camp III
Distributor:
Locations: Shamrock, Pampa, Dodson

COMMITTED

Type Of Project: Feature (studio)
Director: Lisa Krueger
Distributor: Miramax Films
Locations: El Paso

LAUGHING BOY

Type Of Project: Feature (independent)
Director: Brazil J. (Joe) Grisaffi
Distributor:
Locations: Houston

ARLINGTON ROAD

Type Of Project: Feature (studio)
Director: Mark Pellington
Distributor: Screen Gems
Locations: Houston area, Fort Bend County

COTTONMOUTH

Type Of Project: Feature (independent)
Director: James Dalthrop
Distributor: Mainline Releasing
Locations: Houston

Film & TV Productions Made in Texas (1910 - 2009)

LEMMY LEMM...

Type Of Project: Feature (independent)
Director: Jason Wehling
Distributor:
Locations: Austin area; Georgetown

SONS OF THUNDER

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS-TV
Locations: Dallas area

TO SERVE AND PROTECT

Type Of Project: TV Miniseries
Director: Jean De Segonzac
Distributor: NBC-TV
Locations: Dallas

LOGAN'S WAR: BOUND BY HONOR

Type Of Project: TV Movie
Director: Michael Preece
Distributor: CBS-TV
Locations: Dallas area

THE BIG PITCHER

Type Of Project: Feature (independent)
Director: Bryant Hicks
Distributor:
Locations: Dallas area; Burleson

TOO GOOD TO BE TRUE

Type Of Project: Feature (independent)
Director: Jack Stanley
Distributor:
Locations: San Antonio, Rio Grande Valley

MAKEOVER

Type Of Project: TV Movie
Director:
Distributor:
Locations: Houston area, ranch near Kingwood

THE CLEAN AND NARROW

Type Of Project: Feature (independent)
Director: William Katz
Distributor: Mainline Releasing
Locations: Houston area; Texas City

UNIVERSAL SOLDIER: THE RETURN

Type Of Project: Feature (studio)
Director: Mic Rodgers
Distributor: TriStar Pictures
Locations: Dallas area; Waxahachie; Caddo Lake State Park

MONSTER HUNTER

Type Of Project: Feature (independent)
Director: Mark Bristol
Distributor:
Locations: Austin

THE FACULTY

Type Of Project: Feature (studio)
Director: Robert Rodriguez
Distributor: Dimension Films
Locations: Austin, Lockhart

VARSITY BLUES

Type Of Project: Feature (studio)
Director: Brian Robbins
Distributor: Paramount Pictures
Locations: Austin area, Elgin, Georgetown, Taylor, Coupland

NICOTINE DREAMS

Type Of Project: Feature (independent)
Director: Tim Sanderson
Distributor:
Locations: San Antonio

THE OPERATOR

Type Of Project: Feature (independent)
Director: John Dichter
Distributor: First Look Home Entertainment
Locations: Dallas area

WALKER, TEXAS RANGER (6TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS-TV
Locations: Dallas/Fort Worth area

OFFICE SPACE

Type Of Project: Feature (studio)
Director: Mike Judge
Distributor: 20th Century Fox / 3 Arts Entertainment
Locations: Austin

THE OPRAH WINFREY SHOW

Type Of Project: TV Series (network or cable)
Director:
Distributor: ABC-TV
Locations: Amarillo

WHAT I LIKE ABOUT YOU

Type Of Project: Feature (independent)
Director: Jeff Stohland
Distributor: S Entertainment
Locations: Austin

ROCK OPERA

Type Of Project: Feature (independent)
Director: Bob Ray
Distributor:
Locations: Austin

THE RAGE WITHIN

Type Of Project: Feature (independent)
Director: Mike Norris
Distributor: Amsell Entertainment
Locations: Dallas area

YOUNG PRODUCERS

Type Of Project: Feature (independent)
Director: Jesse Sherman, Michael Minton
Distributor:
Locations: Dallas area

SAVE ME

Type Of Project: Feature (studio)
Director:
Distributor:
Locations: Dallas

THE 'ROUND MIDNIGHT SPECIAL: PAUL RODRIGUEZ: IDIOTS AND ARMADILLOS

Type Of Project: TV Special
Director:
Distributor: HBO
Locations: Austin

SINGAPORE SLING

Type Of Project: Feature (independent)
Director: James Hong
Distributor:
Locations: Dallas area; Fort Worth

THREE GIRLS IN LOVE

Type Of Project: Feature (independent)
Director: Cynthia Thornton
Distributor:
Locations: Dallas/Fort Worth

1999

75 DEGREES IN JULY

Type Of Project: Feature (independent)
Director: Hyatt Bass
Distributor: Stockyard Films, Inc.
Locations: Dallas area; Fort Worth

AGING WITH GRACE

Type Of Project: TV Pilot (independent)
Director: Abiiba Howell
Distributor:
Locations: Houston

Film & TV Productions Made in Texas (1910 - 2009)

ALL THE PRETTY HORSES

Type Of Project: Feature (studio)
Director: Billy Bob Thornton
Distributor: Miramax Films
Locations: San Antonio, Pipe Creek

DR. T AND THE WOMEN

Type Of Project: Feature (studio)
Director: Robert Altman
Distributor: Artisan Entertainment
Locations: Dallas area

MUHAMMAD ALI: KING OF THE WORLD

Type Of Project: TV Movie
Director: John Sacret Young
Distributor: ABC-TV
Locations: Houston, Galveston

ANY GIVEN SUNDAY

Type Of Project: Feature (studio)
Director: Oliver Stone
Distributor: Warner Bros.
Locations: Dallas area; Irving (Texas Stadium)

FALLING HARD

Type Of Project: Feature (independent)
Director: Matt Kurtz
Distributor:
Locations: Dallas area; Arlington

ON THE BORDERLINE

Type Of Project: Feature (independent)
Director: Michael Oblowitz
Distributor: Avalanche Home Entertainment
Locations: Austin, Taylor

AUSTIN CITY LIMITS (25TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

GOOD MORNING AMERICA

Type Of Project: TV Segment
Director:
Distributor: ABC-TV
Locations: Austin, Taylor

RADIO FREE STEVE

Type Of Project: Feature (independent)
Director: Jules Beesley
Distributor:
Locations: Austin

BARNEY & FRIENDS

Type Of Project: TV Series (network or cable)
Director:
Distributor: PBS
Locations: Dallas area; Irving

HATRED'S CAGE

Type Of Project: Feature (independent)
Director: Greyson Hawe
Distributor:
Locations: Austin

SHANIA TWAIN: COME ON OVER

Type Of Project: TV Special
Director:
Distributor: CBS
Locations: Dallas area; Irving (Texas Stadium)

BLACKWOOD EVIL

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas area; Whitney, Fort Worth

HELL SWARM

Type Of Project: TV Movie
Director: Tim Matheson
Distributor: UPN
Locations: Houston area

SPACE COWBOYS

Type Of Project: Feature (studio)
Director: Clint Eastwood
Distributor: Warner Bros.
Locations: Houston

BULLFIGHTER

Type Of Project: Feature (independent)
Director: Rune Bendixen
Distributor: Phaedra Cinema
Locations: Brackettville; Austin

HOUSE OF THE GENERALS

Type Of Project: Feature (independent)
Director: Dan Spigel
Distributor:
Locations: Dallas area; Jefferson, Sherman, Denison

TEXAS TALES AND LEGENDS

Type Of Project: TV Pilot (independent)
Director:
Distributor:
Locations: Dallas area; Fort Worth, Cleburne, Weatherford

CICADAS

Type Of Project: Feature (independent)
Director: Kat Candler
Distributor:
Locations: Austin area; Bertram, Liberty Hill

JETBLAST

Type Of Project: Feature (independent)
Director: Tom LeGros
Distributor:
Locations: Austin

THE JOURNEYMAN

Type Of Project: Feature (independent)
Director: James Crowley
Distributor:
Locations: Big Bend area; Lajitas

CONNECTED!

Type Of Project: Feature (independent)
Director: Hal Croasmun
Distributor:
Locations: Austin

LACKLUSTER

Type Of Project: Feature (independent)
Director: Steve Gaddis
Distributor:
Locations: Dallas, Waco

THE PRESIDENT'S MAN

Type Of Project: TV Movie
Director: Michael Preece
Distributor: CBS-TV
Locations: Dallas/Fort Worth area; South Padre Island

DIRT

Type Of Project: Feature (independent)
Director: Michael Covert, Trace Frain
Distributor:
Locations: Sanderson, Marfa, Alpine

LIVING THE LIFE

Type Of Project: Feature (independent)
Director: Alex Munoz
Distributor: Rich/Es Productions, Inc.
Locations: San Antonio

THE SOUL COLLECTOR

Type Of Project: TV Movie
Director: Michael Scott
Distributor: CBS-TV
Locations: Austin, Bastrop

MILLENNIUM FACTOR

Type Of Project: Feature (independent)
Director: Andy McCollum
Distributor:
Locations: Dallas area; Waxahachie, Ellis County

Film & TV Productions Made in Texas (1910 - 2009)

WAKING LIFE

Type Of Project: Feature (animated)
Director: Richard Linklater
Distributor: Fox Searchlight
Locations: Austin, San Antonio

AT ANY COST

Type Of Project: TV Movie
Director: Charles Winkler
Distributor: VH1
Locations: Houston

HELL HOUSE

Type Of Project: Documentary
Director: George Ratliff
Distributor: Seventh Art Releasing
Locations: Dallas area; Cedar Hill

WALKER, TEXAS RANGER (7TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: CBS-TV
Locations: Dallas/Fort Worth area

AUSTIN CITY LIMITS (26TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

IF WALLS COULD TALK

Type Of Project: TV Segment
Director:
Distributor: HGTV
Locations: Dallas, Fort Worth, Hood County

WHERE THE HEART IS

Type Of Project: Feature (studio)
Director: Matt Williams
Distributor: 20th Century Fox
Locations: Austin area, Lockhart, Georgetown, Taylor, Bastrop, Driftwood, Kyle, Waco

CAMP A-OKAY

Type Of Project: TV Pilot (independent)
Director: Fred Holmes
Distributor:
Locations: Dallas area; Irving

JERICHO

Type Of Project: Feature (independent)
Director: Merlin Miller
Distributor: The Westerns Channel
Locations: Brackettville, Del Rio

2000

30 ODD FOOT OF GRUNTS MUSIC VIDEO

Type Of Project: Music Video
Director:
Distributor:
Locations: Austin

CAST AWAY

Type Of Project: Feature (studio)
Director: Robert Zemeckis
Distributor: 20th Century Fox
Locations: Canadian

JIMMY NEUTRON: BOY GENIUS

Type Of Project: Feature (animated)
Director: John Davis
Distributor: Paramount Pictures
Locations: Dallas [animated]

CHEATERS (1ST SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: Western International Syndication
Locations: Dallas

LA TAQUERIA

Type Of Project: Feature (independent)
Director: Martin Delon
Distributor:
Locations: Houston

ACROSS THE ROOM

Type Of Project: Feature (independent)
Director: Matthew D. Clark, Cody C. Lindsey
Distributor:
Locations: Austin, Dallas/Fort Worth area, Houston

COME AND TAKE IT DAY

Type Of Project: Feature (independent)
Director: Jim Mendiola
Distributor: ITVS
Locations: San Antonio; Gonzales

LIVING

Type Of Project: Feature (independent)
Director: Levi Cory
Distributor:
Locations: Brady, San Angelo, Austin

AMERICAN NIGHTMARE

Type Of Project: Feature (independent)
Director: Jon Keeyes
Distributor:
Locations: Dallas, Cleburne, Fort Worth

DREAM HOUSE

Type Of Project: TV Series (network or cable)
Director:
Distributor: HGTV
Locations: Austin

LONE STAR STRUCK

Type Of Project: Feature (independent)
Director: Rod Davis
Distributor:
Locations: Mount Vernon

AMERICAN OUTLAWS

Type Of Project: Feature (studio)
Director: Les Mayfield
Distributor: Warner Bros.
Locations: Austin area; Wimberley; Dripping Springs; Bastrop (Camp Swift); Texas State Railroad (Rusk/Palestine); San Antonio

FINDING REDEMPTION

Type Of Project: Feature (independent)
Director: Daniel Millican
Distributor: Mainline Releasing
Locations: Dallas, Fort Worth

MISS CONGENIALITY

Type Of Project: Feature (studio)
Director: Donald Petrie
Distributor: Warner Bros.
Locations: Austin, San Antonio

ARREST & TRIAL

Type Of Project: TV Episode
Director: Gerald G. Massime, Jr.
Distributor: Studios USA
Locations: Junction, Kerrville

FRONTIER

Type Of Project: Feature (independent)
Director: David Zellner
Distributor:
Locations: Edge (Brazos County)

ON THE INSIDE: TEXAS DEATH ROW

Type Of Project: TV Segment
Director: Ali Pomeroy
Distributor: Discovery Channel
Locations: Huntsville

GOING INDEPENDENT

Type Of Project: Feature (independent)
Director: Rob Gladstone
Distributor:
Locations: Houston

PALE BLUE MOON

Type Of Project: Feature (independent)
Director: Mark Hosack
Distributor:
Locations: Dallas/Fort Worth area

Film & TV Productions Made in Texas (1910 - 2009)

PEARL HARBOR

Type Of Project: Feature (studio)
Director: Michael Bay
Distributor: Buena Vista Pictures
Locations: La Porte (Houston area) for 3 days (Battleship Texas); Corpus Christi (USS Lexington)

PENDULUM

Type Of Project: Feature (independent)
Director: James D. Deck
Distributor:
Locations: Dallas, Fort Worth, Rockwall, Arlington

PENITENCE

Type Of Project: Feature (independent)
Director: Hal Lutz
Distributor:
Locations: Dallas, Fort Worth, Greenville, Denton

PICNIC

Type Of Project: TV Movie
Director: Ivan Passer
Distributor: CBS-TV
Locations: Austin area (Martindale, Georgetown, Coupland, Elgin); Saginaw (Dallas/Fort Worth area)

POWER LUNCH

Type Of Project: TV Segment
Director:
Distributor: CNBC
Locations: Dallas, Fort Worth, Austin

RAVENSWAN

Type Of Project: Feature (independent)
Director: Ross Ruediger
Distributor:
Locations: San Antonio

ROBBIE Knievel HEAD-ON TRAIN JUMP LIVE

Type Of Project: TV Special
Director:
Distributor: Fox TV Network
Locations: Rusk/Palestine (Texas State Railroad)

SEARCHING FOR WOODEN WATERMELONS

Type Of Project: Feature (independent)
Director: Bryan Goldsworthy
Distributor: Vanguard Cinema
Locations: Beaumont

SHE GETS WHAT SHE WANTS

Type Of Project: Feature (independent)
Director: Melanie Mayron
Distributor: ABC Family
Locations: Dallas, Fort Worth, Irving, Mesquite, The Colony, Denton, Carrollton, Frisco, Plano, Weatherford

SPY KIDS

Type Of Project: Feature (studio)
Director: Robert Rodriguez
Distributor: Miramax
Locations: Austin, San Antonio

SWEETWATER

Type Of Project: Feature (independent)
Director: Marci Winters-Allen
Distributor:
Locations: Austin

TAKING YOU HOME

Type Of Project: Music Video
Director:
Distributor:
Locations: Caddo Lake, Marshall

TEXAS

Type Of Project: Documentary
Director:
Distributor:
Locations: Austin

THE DUO

Type Of Project: Feature (independent)
Director: Tony Hewett
Distributor: Vanguard International Cinema
Locations: Austin

THE M.O. OF M.I.

Type Of Project: Feature (independent)
Director: Susan Turley
Distributor: Ardustry Home Entertainment
Locations: Austin

THE NEW GUY

Type Of Project: Feature (studio)
Director: Ed Decter
Distributor: Sony Pictures
Locations: Austin area; Del Valle; Manor; San Marcos; Elgin

THE PRODIGY

Type Of Project: Feature (independent)
Director: William Kaufman
Distributor:
Locations: Dallas, Denison, Fort Worth, Denton

THE RIFF

Type Of Project: Feature (independent)
Director: Mark W. Allen
Distributor:
Locations: Dallas area

THE ULTIMATE ALIBI

Type Of Project: Feature (independent)
Director: Jerome Brown
Distributor:
Locations: Amarillo

THUG LIFE

Type Of Project: Feature (independent)
Director: Greg Carter
Distributor: York Entertainment
Locations: Houston

TRAFFIC

Type Of Project: Feature (studio)
Director: Steven Soderbergh
Distributor: USA Films
Locations: El Paso

TRIPLE SAT

Type Of Project: Feature (independent)
Director: Monty Griffin
Distributor:
Locations: Dallas, Fort Worth

WAKING UP IN RENO

Type Of Project: Feature (studio)
Director: Jordan Brady
Distributor: Miramax Films
Locations: Amarillo

WALKER, TEXAS RANGER (8TH SEASON)

Type Of Project: TV Series (network or cable)

Director:

Distributor: CBS-TV
Locations: Dallas/Fort Worth area; Plano; McKinney; Lancaster; Sanger; Pilot Point

WHAT MATTERS MOST

Type Of Project: Feature (independent)
Director: John Cassini
Distributor:
Locations: Vega

2001

ATANASIA

Type Of Project: Feature (independent)
Director: Alicia Villarreal-Wallach
Distributor:
Locations: Riviera

AUSTIN CITY LIMITS (27TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

Film & TV Productions Made in Texas (1910 - 2009)

BEST WISHES

Type Of Project: Feature (independent)
Director: Joffre McClung
Distributor:
Locations: Dallas, Fort Worth

GOOD MORNING AMERICA

Type Of Project: TV Segment
Director:
Distributor: ABC-TV
Locations: Houston; Dallas

LONE STAR STATE OF MIND

Type Of Project: Feature (studio)
Director: David Semel
Distributor: Screen Gems
Locations: Austin, Luling, Coupland, Umland

BEYOND THE PRAIRIE II: THE TRUE STORY OF LAURA INGALLS WILDER CONTINUES

Type Of Project: TV Movie
Director: Marcus Cole
Distributor: CBS Television
Locations: Austin area; Driftwood; Bastrop; Buda; Umland

CHEATERS (2ND SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: Western International Syndication
Locations: Dallas

DEAD END DINER

Type Of Project: Feature (independent)
Director: Gary Parker
Distributor:
Locations: Palestine; Conroe (Houston area)

DOGS BARK

Type Of Project: Feature (independent)
Director: Rebecca Fulton
Distributor:
Locations: Austin, Amarillo

EVENHAND

Type Of Project: Feature (independent)
Director: Joseph Pierson
Distributor: Hart Sharp Video
Locations: San Antonio

FOODNATION WITH BOBBY FLAY

Type Of Project: TV Segment
Director:
Distributor: Food Network
Locations: San Antonio, Austin

GARTH BROOKS: COAST TO COAST LIVE

Type Of Project: TV Special
Director:
Distributor: CBS
Locations: South Padre Island

GOING TO CALIFORNIA

Type Of Project: TV Series (network or cable)
Director:
Distributor: Showtime
Locations: Austin area, Pflugerville, Georgetown

GRAND CHAMPION

Type Of Project: Feature (independent)
Director: Barry Tubb
Distributor:
Locations: Snyder, Clairmont, Marfa, Alpine, Ft. Davis, Midland, Bronte, Ballinger

GRIM WEEKEND

Type Of Project: Feature (independent)
Director: Bob Willems
Distributor:
Locations: Houston, Austin, Comfort

HEATHENS

Type Of Project: Feature (independent)
Director: Jesse Patrick
Distributor:
Locations: Austin

HOUSTON MEDICAL

Type Of Project: TV Series (network or cable)
Director: Charles Bangert
Distributor: ABC
Locations: Houston (Hermann Hospital)

IF YOU'VE GOT THE MONEY (I'VE GOT THE TIME)

Type Of Project: Music Video
Director:
Distributor:
Locations: Austin

INSOMNIAC WITH DAVE ATTELL

Type Of Project: TV Episode
Director: Nick McKinney
Distributor: Comedy Central
Locations: Houston

JOSEPHINE

Type Of Project: Feature (independent)
Director: Thad Matula
Distributor:
Locations: Dallas

KNOCKED UP

Type Of Project: Feature (independent)
Director: David Hickey
Distributor:
Locations: Kerrville

MASTER OF THE GAME

Type Of Project: Feature (independent)
Director: Jeff Stolhand
Distributor: Sunn Classics
Locations: Austin; Bastrop

MENDOCINO COUNTY LINE

Type Of Project: Music Video
Director: M. Seliger
Distributor:
Locations: Austin

MIDNIGHT TACO

Type Of Project: Feature (independent)
Director: David Boone, Glenn Whitelaw
Distributor:
Locations: Austin

NO PAIN, NO GAIN

Type Of Project: Feature (independent)
Director: Samuel Turcotte
Distributor:
Locations: Austin

POP ACROSS AMERICA

Type Of Project: TV Segment
Director:
Distributor: TNN
Locations: Austin

POUR SUMMER IN A GLASS

Type Of Project: Feature (independent)
Director: Matthew Johnson
Distributor:
Locations: Dallas area

PRIMER

Type Of Project: Feature (independent)
Director: Shane Carruth
Distributor:
Locations: Dallas area

PURE OXYGEN

Type Of Project: TV Episode
Director:
Distributor: Oxygen
Locations: Dallas, Fort Worth

ROLLING KANSAS

Type Of Project: Feature (independent)
Director: Thomas Haden Church
Distributor: Gold Circle Films
Locations: Austin area, Lockhart, Coupland

Film & TV Productions Made in Texas (1910 - 2009)

SERVING SARA

Type Of Project: Feature (studio)
Director: Reginald Hudlin
Distributor: Paramount Pictures
Locations: Dallas, Fort Worth, Arlington, Slidell, Westlake, Irving, Waxahachie, Ellis Co., Denton Co.

SHADOW OF EVIL

Type Of Project: Feature (independent)
Director: David Thompson
Distributor:
Locations: Austin area

SIX IN AUSTIN

Type Of Project: Feature (independent)
Director: Kat Candler, Gonzalo Gonzales, Ray Wyatt Phillips, Zach Phillips, David Zellner, Nathan Zellner
Distributor:
Locations: Austin

SPY KIDS 2: THE ISLAND OF LOST DREAMS

Type Of Project: Feature (studio)
Director: Robert Rodriguez
Distributor: Dimension Films
Locations: Austin area; Lajitas (Big Bend area); Dallas

TEXAS JUSTICE (1ST SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor:
Locations: Houston

THE ADVENTURES OF JIMMY NEUTRON: BOY GENIUS (1ST SEASON)

Type Of Project: TV Series (network or cable)
Director: Keith Alcorn, John A. Davis, Mike Gasaway
Distributor: Nickelodeon
Locations: Dallas [animated]

THE ANARCHIST COOKBOOK

Type Of Project: Feature (independent)
Director: Jordan Susman
Distributor:
Locations: Dallas, Fort Worth, Carrollton, Plano

THE BLUE EYED COMANCHE: THE LIFE AND LEGEND OF CYNTHIA ANN PARKER

Type Of Project: Documentary
Director: Steve Compton
Distributor:
Locations: Dallas area; Greenville

THE FACE OF THE SERPENT

Type Of Project: Feature (independent)
Director: David Craig
Distributor: Artists View Entertainment
Locations: Houston, Galveston

THE FANGLYS

Type Of Project: Feature (independent)
Director:
Distributor: The Asylum Home Entertainment
Locations: Dallas/Fort Worth area; Justin

THE LIFE OF DAVID GALE

Type Of Project: Feature (studio)
Director: Alan Parker
Distributor: Universal Pictures
Locations: Austin area; Taylor; Bertram; Huntsville

THE PHOTOGRAPH

Type Of Project: Feature (independent)
Director: James McDonald
Distributor:
Locations: Dallas area

THE PRESIDENT'S MAN: A LINE IN THE SAND

Type Of Project: TV Movie
Director: Eric Norris
Distributor: CBS
Locations: Dallas, Farmers Branch, Garland, Irving, Pilot Point, Monahans Sandhills State Park (shot for Afghanistan), Texhoma

THE ROOKIE

Type Of Project: Feature (studio)
Director: John Lee Hancock
Distributor: Walt Disney Studios
Locations: Austin, Thorndale, Taylor; Arlington (Dallas area); Big Lake

THE WAY SHE MOVES

Type Of Project: TV Movie
Director: Ron Lagomarsino
Distributor: VH1
Locations: Houston

THREE AMIGOS

Type Of Project: TV Segment
Director: C.B. Harding
Distributor:
Locations: Austin

TOO LEGIT: THE MC HAMMER STORY

Type Of Project: TV Movie
Director: Artie Mandelberg
Distributor: VH-1
Locations: Houston

VINCE DEL RIO

Type Of Project: Feature (independent)
Director: Larry Duplass
Distributor:
Locations: Austin, Del Rio

WHAT GOES AROUND

Type Of Project: Feature (independent)
Director: James McNab
Distributor:
Locations: Houston

WHEEL OF FORTUNE

Type Of Project: TV Episode
Director:
Distributor:
Locations: Dallas, Irving, Arlington, Fort Worth

WHERE'S THE PARTY YAAR?

Type Of Project: Feature (independent)
Director: Benny Matthews
Distributor:
Locations: Houston, Sugar Land, Rice Village

WORLD WITHOUT WAVES

Type Of Project: Feature (independent)
Director: Tom Dabney, J. Mitchell Johnson
Distributor:
Locations: Brownwood, Mercury, Indian Creek, Clear Creek, Mullin, Richland Springs

XTRACURRICULAR

Type Of Project: Feature (independent)
Director: Tim Cunningham
Distributor:
Locations: Austin area; Pflugerville

YORICK

Type Of Project: Feature (independent)
Director: Jonathan Pasikov
Distributor:
Locations: Austin

2002

25TH HOUR

Type Of Project: Feature (studio)
Director: Spike Lee
Distributor: Walt Disney Pictures
Locations: Austin area, Granger, Hutto, Elgin, Salt Flats

A YETI IN THE CITY

Type Of Project: Feature (independent)
Director: T'Chaka Sikelianos
Distributor:
Locations: Austin

Film & TV Productions Made in Texas (1910 - 2009)

AMERICA'S MOST WANTED

Type Of Project: TV Segment
Director:
Distributor:
Locations: San Antonio; Austin

BROKE SKY

Type Of Project: Feature (independent)
Director: Thomas L. Callaway
Distributor:
Locations: Waco

FRESHMAN DIARIES

Type Of Project: TV Series (network or cable)
Director: R.J. Cutler
Distributor: Showtime Networks
Locations: Austin area

AMERICAN JUSTICE

Type Of Project: TV Segment
Director:
Distributor:
Locations: Odessa, New Boston, Denver City

CHEATERS (3RD SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: Western International Syndication
Locations: Dallas

GOD IN THE MACHINE

Type Of Project: Feature (independent)
Director: Craig Knapp, Blayne Gorum
Distributor:
Locations: Austin

AMERICAN LYNCHING: STRANGE & BITTER FRUIT

Type Of Project: Documentary
Director: Gode Davis
Distributor:
Locations: Austin; Columbus; Comanche; Waco; Odessa; El Porvenir

CITY CONFIDENTIAL

Type Of Project: TV Episode
Director:
Distributor: A&E
Locations: San Antonio, El Paso

GOOD MORNING AMERICA

Type Of Project: TV Segment
Director:
Distributor: ABC
Locations: Houston, Richmond

ANIMAL COPS - HOUSTON

Type Of Project: TV Pilot (network or cable)
Director:
Distributor:
Locations: Houston

COLD CASE FILES

Type Of Project: TV Segment
Director:
Distributor: A&E
Locations: Abilene

GRADUATION DAY

Type Of Project: Feature (independent)
Director: Matt Cade
Distributor:
Locations: Austin, Temple

ANIMAL TRAGIC

Type Of Project: TV Episode
Director:
Distributor: The Discovery Channel
Locations: Houston

COWBOY CHRISTMAS

Type Of Project: TV Segment
Director:
Distributor: CMT
Locations: Austin

HARD KNOCKS: TRAINING CAMP WITH THE DALLAS COWBOYS

Type Of Project: TV Series (network or cable)
Director:
Distributor: HBO
Locations: San Antonio

ASTONISHING NEWS!

Type Of Project: TV Episode
Director:
Distributor: Nippon TV (Japan)
Locations: Palestine; Fort Worth; Terrell (Dallas area)

DESPIÉRTA AMERICA

Type Of Project: TV Episode
Director:
Distributor: Univision
Locations: San Antonio

KINGPIN

Type Of Project: TV Pilot (network or cable)
Director: Allen Coulter
Distributor: NBC
Locations: El Paso

AUSTIN CITY LIMITS (28TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

EMERIL

Type Of Project: TV Segment
Director:
Distributor: Food Network
Locations: Houston

LA BORDER...A POCHO TOUR

Type Of Project: Documentary
Director: Carlos Bolado
Distributor:
Locations: McAllen, Boca Chica Island

BARNEY & FRIENDS

Type Of Project: TV Series (network or cable)
Director:
Distributor:
Locations: Dallas area

FOTO-NOVELAS 2: BROKEN SKY

Type Of Project: TV Episode
Director: Carlos Avila
Distributor: PBS
Locations: San Antonio

LAST MAN STANDING: POLITICS TEXAS STYLE

Type Of Project: Documentary
Director: Paul Stekler
Distributor:
Locations: Austin area

BELLS OF INNOCENCE

Type Of Project: Feature (independent)
Director: Ali Bijan
Distributor: Franchise
Locations: Dallas area; Grand Prairie; Winchester

FOTO-NOVELAS 2: JUNKYARD SAINTS

Type Of Project: TV Episode
Director: Carlos Avila
Distributor: PBS
Locations: San Antonio

LEVELLAND

Type Of Project: Feature (independent)
Director: Clark Walker
Distributor:
Locations: Austin

Film & TV Productions Made in Texas (1910 - 2009)

MY COMFORTABLE STRANGER

Type Of Project: Feature (independent)
Director: Fernando Martinez
Distributor:
Locations: Austin, Corpus Christi, Port Aransas

MY NAME IS BUTTONS

Type Of Project: Feature (independent)
Director: John Merriman
Distributor:
Locations: Austin

NEWLYWEDS: NICK & JESSICA (1ST SEASON)

Type Of Project: TV Episode
Director: Katherine Brooks
Distributor: MTV
Locations: Austin

ONCE UPON A TIME IN MEXICO

Type Of Project: Feature (studio)
Director: Robert Rodriguez
Distributor: Sony Pictures
Locations: Austin; San Antonio

ROAD TRIPPIN'

Type Of Project: TV Episode
Director:
Distributor: BBC
Locations: Austin, San Antonio, Fredericksburg, Stephenville, Dallas, Luckenbach, New Braunfels, Mount Carmel (Waco area)

ROY 'N' THE REV

Type Of Project: Feature (independent)
Director: Lee Douglas
Distributor:
Locations: Mineola, Winnsboro

SANTA VS. THE SNOWMAN 3D

Type Of Project: IMAX
Director: John A. Davis
Distributor: IMAX Corporation
Locations: Dallas

SCREEN DOOR JESUS

Type Of Project: Feature (independent)
Director: Kirk Davis
Distributor: Indican Pictures
Locations: Austin area, Lockhart, San Marcos area

SECONDHAND LIONS

Type Of Project: Feature (studio)
Director: Tim McCanlies
Distributor: New Line Cinema
Locations: Austin area, Lockhart, Pflugerville, Coupland

SEXLESS

Type Of Project: Feature (independent)
Director: Alex Holdridge
Distributor:
Locations: Austin

SI' LARABY

Type Of Project: Feature (independent)
Director: Jason Hernandez-Rosenblatt
Distributor:
Locations: South Padre Island, Roma

SUDDENLY UNEXPECTED

Type Of Project: Feature (independent)
Director: Mark Potter
Distributor:
Locations: Houston

TEXAS JUSTICE (2ND SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor:
Locations: Houston

TEXAS: THE BIG PICTURE

Type Of Project: IMAX
Director: Scott Swofford
Distributor:
Locations: Big Bend, San Antonio, Fredericksburg, Johnson City, Houston, Ft. Worth, Dallas, Lubbock, Huntsville, Corsicana, Austin, Laredo, Los Ebanos, Alpine

THE ADVENTURES OF JIMMY NEUTRON: BOY GENIUS (2ND SEASON)

Type Of Project: TV Series (network or cable)
Director: Keith Alcorn, John A. Davis, Mike Gasaway
Distributor: Nickelodeon
Locations: Dallas [animated]

THE ARRANGEMENT

Type Of Project: Feature (independent)
Director: Shiraz Jaffe
Distributor:
Locations: Austin

THE BEST OF

Type Of Project: TV Segment
Director:
Distributor: Food Network
Locations: Austin

THE BLUE SALOON

Type Of Project: Feature (independent)
Director: David Stovall
Distributor:
Locations: Fort Worth (Dallas area)

THE BLUES

Type Of Project: Documentary
Director: Wim Wenders
Distributor:
Locations: Dallas; Rusk/Palestine (Texas State Railroad)

THE GUNMAN

Type Of Project: Feature (independent)
Director: Daniel Millican
Distributor:
Locations: Austin

THE PERFECT MAN CONTEST

Type Of Project: Feature (independent)
Director: John McLean
Distributor:
Locations: Austin

THE PROSECUTORS: IN PURSUIT OF JUSTICE

Type Of Project: TV Episode
Director:
Distributor: The Discovery Channel
Locations: San Antonio

THE TEXAS CHAINSAW MASSACRE (2003)

Type Of Project: Feature (studio)
Director: Marcus Nispel
Distributor: New Line Cinema
Locations: Austin area; Martindale

TRADING SPACES

Type Of Project: TV Episode
Director:
Distributor: The Learning Channel
Locations: Houston, Austin, Plano (Dallas area)

TRAVEL WITH KIDS

Type Of Project: TV Pilot (independent)
Director:
Distributor:
Locations: San Antonio

UNSOLVED HISTORY: THE ALAMO

Type Of Project: TV Episode
Director:
Distributor: The Discovery Channel
Locations: San Antonio

UNSOLVED MYSTERIES

Type Of Project: TV Segment
Director:
Distributor:
Locations: Houston

Film & TV Productions Made in Texas (1910 - 2009)

UNSOLVED MYSTERIES

Type Of Project: TV Segment
Director:
Distributor:
Locations: Houston

AMERICA'S MOST WANTED

Type Of Project: TV Segment
Director:
Distributor: Fox Network
Locations: San Antonio

E! ENTERTAINMENT - MAN ON FIRE

Type Of Project: TV Segment
Director:
Distributor: E! Entertainment Television
Locations: El Paso

UNTITLED LINKLATER FOOTBALL MOVIE

Type Of Project: Feature (independent)
Director: Richard Linklater
Distributor:
Locations: Bay City

ANIMAL COPS - HOUSTON (1ST SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: Animal Planet
Locations: Houston area

EPICURIOUS

Type Of Project: TV Segment
Director:
Distributor: Travel Channel
Locations: Austin, Taylor, Elgin, Llano

VEX

Type Of Project: Feature (independent)
Director: Jason Bounds
Distributor:
Locations: Austin

AT THE DRIVE-IN

Type Of Project: TV Special
Director:
Distributor: PBS
Locations: Austin

GIRLS GONE WILD: SPRING BREAK LIVE AND UNCENSORED

Type Of Project: TV Special
Director:
Distributor:
Locations: South Padre Island

WARNING: PARENTAL ADVISORY

Type Of Project: TV Movie
Director: Mark Waters
Distributor: VH-1
Locations: Houston; Austin

AUSTIN CITY LIMITS (29TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

INSOMNIAC WITH DAVE ATTELL

Type Of Project: TV Episode
Director:
Distributor: Comedy Central
Locations: Austin

WHEN ZACHARY BEAVER CAME TO TOWN

Type Of Project: Feature (independent)
Director: John Schultz
Distributor:
Locations: Austin; Granger; Coupland; Holland; Liberty Hill

BARBECUE: A TEXAS LOVE STORY

Type Of Project: Documentary
Director: Chris Elley
Distributor:
Locations: Austin, Houston, Castell, Clute, Huntsville, Lockhart, Taylor, Elgin, Marble Falls, Converse, Spicewood

JKX: THE JAMIE KENNEDY EXPERIMENT

Type Of Project: TV Episode
Director:
Distributor: The WB
Locations: Austin

2003

\$5.15/HR.

Type Of Project: TV Pilot (network or cable)
Director: Richard Linklater
Distributor: HBO
Locations: Austin

BIRDIE & BOGIE

Type Of Project: Feature (independent)
Director: Mike Norris
Distributor:
Locations: Dallas

LOWE'S HOUSE RULES

Type Of Project: TV Series (network or cable)
Director:
Distributor: TBS Superstation
Locations: Houston area

A KILLER WITHIN

Type Of Project: Feature (independent)
Director: Brad Keller
Distributor:
Locations: Dallas area

CHEATERS (4TH SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: Western International Syndication
Locations: Dallas

MAD BAD

Type Of Project: Feature (independent)
Director: Jason Kabolati, Jon Keeyes
Distributor:
Locations: Dallas

ALL AMERICAN GIRL

Type Of Project: TV Segment
Director:
Distributor: ABC
Locations: Austin

DEAR PILLOW

Type Of Project: Feature (independent)
Director: Bryan Poyser
Distributor:
Locations: Austin

MAN OF THE HOUSE

Type Of Project: Feature (studio)
Director: Stephen Herek
Distributor: Sony Pictures
Locations: Austin area

AMERICA BROWN

Type Of Project: Feature (independent)
Director: Paul Black
Distributor:
Locations: Austin area, Elgin, Hutto, Marfa, Alpine

DR. PHIL

Type Of Project: TV Segment
Director:
Distributor: King World Productions
Locations: South Padre Island

MAN ON FIRE

Type Of Project: Feature (studio)
Director: Tony Scott
Distributor: 20th Century Fox
Locations: El Paso

Film & TV Productions Made in Texas (1910 - 2009)

MISS USA

Type Of Project: TV Special
Director:
Distributor: NBC
Locations: San Antonio

MTV'S CAMPUS COPS

Type Of Project: TV Episode
Director:
Distributor: MTV
Locations: Austin

NEWLYWEDS: NICK AND JESSICA (2ND SEASON)

Type Of Project: TV Episode
Director: Katherine Brooks
Distributor: MTV
Locations: Dallas, Waco

PUÑOS ROSAS

Type Of Project: Feature (independent)
Director: Beto Gómez
Distributor:
Locations: Brownsville; South Padre Island

RED DIRT ROAD

Type Of Project: Music Video
Director:
Distributor:
Locations: San Antonio area (Sisterdale)

REMEMBER THE ALAMO

Type Of Project: TV Episode
Director:
Distributor: The History Channel
Locations: Austin area (Dripping Springs)

SAVING JESSICA LYNCH

Type Of Project: TV Movie
Director: Peter Markle
Distributor: NBC
Locations: Dallas; Pilot Point; El Paso

SPY KIDS 3D: GAME OVER

Type Of Project: Feature (studio)
Director: Robert Rodriguez
Distributor: Dimension Films
Locations: Austin; New Braunfels (Schlitterbahn)

SUPER SIZE ME

Type Of Project: Documentary
Director: Morgan Spurlock
Distributor: Samuel Goldwyn Films
Locations: Houston

TARNATION

Type Of Project: Documentary
Director: Jonathan Caouette
Distributor: Wellspring
Locations: Houston

TERMINATOR 3: RISE OF THE MACHINES

Type Of Project: Feature (studio)
Director: Jonathan Mostow
Distributor: Warner Bros.
Locations: Big Bend National Park

TEXAS JUSTICE (3RD SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: Fox Television
Locations: Houston

THE ADVENTURES OF JIMMY NEUTRON: BOY GENIUS (3RD SEASON)

Type Of Project: TV Series (network or cable)
Director: Keith Alcorn, John A. Davis, Mike Gasaway
Distributor: Nickelodeon
Locations: Dallas (animated)

THE ALAMO

Type Of Project: Feature (studio)
Director: John Lee Hancock
Distributor: Touchstone Pictures
Locations: Dripping Springs; Wimberley (Blue Hole); Austin area; Johnson City (Pedernales Falls State Park); Bastrop area

THE BEAUTIFUL COUNTRY

Type Of Project: Feature (studio)
Director: Hans Petter Moland
Distributor: Sony Picture Classics
Locations: Dallas; Fort Worth; Aledo area; Texas City (Houston area)

THE CHIPOTLE DIAMONDS

Type Of Project: Feature (independent)
Director: Marcos E. Gonzalez
Distributor:
Locations: Austin

THE DAY AFTER TOMORROW

Type Of Project: Feature (studio)
Director: Roland Emmerich
Distributor: 20th Century Fox
Locations: El Paso area

THE HITCHHIKER CHRONICLES

Type Of Project: TV Episode
Director: Tod Dahlke
Distributor: FX Network
Locations: South Padre Island

THE KEEPER: THE LEGEND OF OMAR KHAYYAM

Type Of Project: Feature (independent)
Director: Kayvan Mashayekh
Distributor:
Locations: Houston

THE LEGEND OF BOOGER RED

Type Of Project: Feature (independent)
Director: Roger Rickard
Distributor:
Locations: Amarillo area

THE RINGER

Type Of Project: Feature (studio)
Director: Barry Blaustein
Distributor: Fox Searchlight
Locations: Austin

THE WENDELL BAKER STORY

Type Of Project: Feature (independent)
Director: Luke Wilson, Andrew Wilson
Distributor:
Locations: Austin area; Lakeway

TOM'S WIFE

Type Of Project: Feature (independent)
Director: Alana Cash
Distributor:
Locations: Austin area, Elgin, Utey

TRADING SPACES

Type Of Project: TV Episode
Director:
Distributor: The Learning Channel
Locations: Austin (3 episodes); Houston (1 episode)

2004

A SCANNER DARKLY

Type Of Project: Feature (studio)
Director: Richard Linklater
Distributor: Warner Bros
Locations: Austin area

ANGORA RANCH

Type Of Project: Feature (independent)
Director: Paul Bright
Distributor: Water Bearer Films
Locations: Lockhart, San Marcos (Austin area)

ANIMAL COPS - HOUSTON (2ND SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: Animal Planet
Locations: Houston area

Film & TV Productions Made in Texas (1910 - 2009)

AUSTIN CITY LIMITS (30TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

DR. PHIL

Type Of Project: TV Segment
Director:
Distributor: King World Productions
Locations: Austin area

GLORY ROAD

Type Of Project: Feature (studio)
Director: James Gartner
Distributor: Buena Vista
Locations: El Paso, Fort Worth (2nd Unit)

AUTOMATIC

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

DR. PHIL

Type Of Project: TV Episode
Director:
Distributor: King World Productions
Locations: Elgin, Austin area

HATE CRIME

Type Of Project: Feature (independent)
Director: Tommy Stovall
Distributor:
Locations: Dallas

CHALK

Type Of Project: Feature (independent)
Director: Mike Akel
Distributor:
Locations: Austin

DROP DEAD SEXY

Type Of Project: Feature (independent)
Director: Michael Philip
Distributor:
Locations: Austin area, Taylor

IDIOCRACY

Type Of Project: Feature (studio)
Director: Mike Judge
Distributor: 20th Century Fox
Locations: Austin area, San Marcos, Pflugerville, Round Rock

CHEATERS (5TH SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: Western International Syndication
Locations: Dallas

ECO TREKKER

Type Of Project: TV Episode
Director:
Distributor:
Locations: Crystal Beach, Galveston, Houston, Austin

INSIDE THE REAL COYOTE UGLY

Type Of Project: Documentary
Director:
Distributor:
Locations: Austin

COYOTE FUNERAL

Type Of Project: Feature (independent)
Director: Jason May, Phelps Harmon
Distributor:
Locations: Houston, Austin area

EVERYTHING OR NOTHING

Type Of Project: Feature (independent)
Director: Gary Chason
Distributor: South Austin Pictures
Locations: Austin

JACK & BOBBY

Type Of Project: TV Pilot (network or cable)
Director: David Nutter
Distributor: WB TV
Locations: Austin

CUCINA TUSCANA

Type Of Project: TV Series (network or cable)
Director: Cassy Soden
Distributor: PBS
Locations: Austin

EXCEPT FOR DANNY

Type Of Project: TV Pilot (independent)
Director: Jeffrey Travis
Distributor:
Locations: Austin

JIMMY KIMMEL LIVE

Type Of Project: TV Episode
Director:
Distributor: ABC
Locations: Houston

DANCING IN TWILIGHT

Type Of Project: Feature (independent)
Director: Bob Roe
Distributor:
Locations: Houston

FALL TO GRACE

Type Of Project: Feature (independent)
Director: Mari Marchbanks
Distributor: Truly Indie
Locations: Austin area

JIMMY NEUTRON: WIN, LOSE & KABOOM

Type Of Project: TV Movie
Director: Mike Gasaway
Distributor: Nickelodeon
Locations: Dallas (animated)

DESIGN INVASION

Type Of Project: TV Episode
Director:
Distributor:
Locations: Dallas area

FLAMING LIPS MUSIC VIDEO

Type Of Project: Music Video
Director:
Distributor:
Locations: Austin area

LATE COFFEE AND ORANGES

Type Of Project: Feature (independent)
Director: Bunny Watts
Distributor:
Locations: Houston

DJ KANE MUSIC VIDEO

Type Of Project: Music Video
Director:
Distributor:
Locations: Austin

FOOD 911

Type Of Project: TV Segment
Director:
Distributor: Food Network
Locations: Austin, Dallas

LAX

Type Of Project: TV Pilot (network or cable)
Director: Joe Russo, Anthony Russo
Distributor: NBC
Locations: Dallas

FRIDAY NIGHT LIGHTS (FEATURE)

Type Of Project: Feature (studio)
Director: Peter Berg
Distributor: Universal Pictures
Locations: Austin, Odessa, Notrees, Houston

Film & TV Productions Made in Texas (1910 - 2009)

MCCARTNEY'S GENES

Type Of Project: Feature (independent)
Director: Jason S. Dennis
Distributor:
Locations: Austin area

MLB ALL-STAR GAME

Type Of Project: TV Special
Director:
Distributor: Fox
Locations: Houston

MR. HELL

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

NCAA MEN'S BASKETBALL FINAL FOUR

Type Of Project: TV Special
Director:
Distributor: CBS
Locations: San Antonio

NEWLYWEDS: NICK AND JESSICA (3RD SEASON)

Type Of Project: TV Episode
Director: Katherine Brooks
Distributor: MTV
Locations: Houston, Dallas

NEWLYWEDS SPECIAL: HAPPY BIRTHDAY JESSICA, LOVE NICK

Type Of Project: TV Special
Director:
Distributor: MTV
Locations: Dallas

POODLE DOG LOUNGE

Type Of Project: Feature (independent)
Director: Darrell Kreitz
Distributor:
Locations: Austin

QUEER EYE FOR THE STRAIGHT GUY

Type Of Project: TV Episode
Director:
Distributor:
Locations: Dallas area

RESURRECTION: THE J.R. RICHARD STORY

Type Of Project: Feature (independent)
Director: Greg Carter
Distributor:
Locations: Houston

RIVER'S END

Type Of Project: Feature (independent)
Director: William Katt
Distributor:
Locations: Menard

ROAD TRIP

Type Of Project: TV Episode
Director:
Distributor: Travel Channel
Locations: Austin

RX

Type Of Project: Feature (independent)
Director: Ariel Vroman
Distributor:
Locations: El Paso

SIN CITY

Type Of Project: Feature (studio)
Director: Robert Rodriguez, Frank Miller, Quentin Tarantino
Distributor: Dimension Films
Locations: Austin

SNAKEBITE

Type Of Project: TV Segment
Director:
Distributor:
Locations: Austin

SPANGLISH

Type Of Project: Feature (studio)
Director: James L. Brooks
Distributor: Sony Pictures
Locations: El Paso area

SUPER BOWL XXXVIII

Type Of Project: TV Special
Director:
Distributor: CBS
Locations: Houston

SURVIVING NUGENT: THE TED COMMANDMENTS

Type Of Project: TV Series (network or cable)
Director:
Distributor: VH1
Locations: Waco

SYRIANA

Type Of Project: Feature (studio)
Director: Stephen Gaghan
Distributor: Warner Bros.
Locations: San Antonio area (Hondo)

THE ADVENTURES OF JIMMY NEUTRON: BOY GENIUS (4TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Keith Alcorn, John A. Davis, Mike Gasaway
Distributor: Nickelodeon
Locations: Dallas (animated)

THE ADVENTURES OF SHARKBOY AND LAVAGIRL IN 3-D

Type Of Project: Feature (studio)
Director: Robert Rodriguez
Distributor: Dimension Films
Locations: Austin area

THE AMAZING RACE 5

Type Of Project: TV Episode
Director:
Distributor: CBS
Locations: Dallas area

THE ASHLEE SIMPSON SHOW (1ST SEASON)

Type Of Project: TV Episode
Director: Matt Anderson
Distributor: MTV
Locations: Austin

THE BENEFACTOR

Type Of Project: TV Series (network or cable)
Director:
Distributor: ABC
Locations: Dallas

THE GARAGE

Type Of Project: Feature (independent)
Director: Carl Thibault
Distributor:
Locations: Austin area, Lockhart, Umland, Martindale

THE KING

Type Of Project: Feature (independent)
Director: James Marsh
Distributor: THINKFilm
Locations: Austin, Corpus Christi

THE NEIGHBORHOOD

Type Of Project: Feature (independent)
Director: Mari Marchbanks
Distributor:
Locations: Austin area

THE QUIET

Type Of Project: Feature (independent)
Director: Jamie Babbit
Distributor:
Locations: Austin area

Film & TV Productions Made in Texas (1910 - 2009)

THE SIMPLE LIFE 2

Type Of Project: TV Episode
Director:
Distributor: Fox Television
Locations: Austin area, Round Rock, Kerrville

THE THREE BURIALS OF MELQUIADES ESTRADA

Type Of Project: Feature (independent)
Director: Tommy Lee Jones
Distributor: Sony Classics
Locations: Van Horn, Monahans, Santa Elena Canyon, Lajitas, Cibolo Creek, Midland/Odessa

THE TODAY SHOW

Type Of Project: TV Segment
Director:
Distributor: NBC
Locations: Austin

WRITER'S BLOCK

Type Of Project: Feature (independent)
Director: Kenneth Schwenker
Distributor:
Locations: Dallas

AUSTIN CITY LIMITS (31ST SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

BIENVENIDO PAISANO

Type Of Project: Feature (independent)
Director: Rafael Villaseñor Kuri
Distributor:
Locations: Brownsville

BLOODLINES

Type Of Project: Feature (independent)
Director: Daniel Millican
Distributor:
Locations: Frisco (Dallas area)

CHANGING THE ODDS

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Austin area

CHEATERS (6TH SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: Western International Syndication
Locations: Dallas

CHEYENNE

Type Of Project: TV Pilot (network or cable)
Director:
Distributor: MTV
Locations: Dallas

CLEAN SWEEP

Type Of Project: Feature (independent)
Director: Leon Rodriguez
Distributor:
Locations: New Braunfels (San Antonio area)

COWBOY U

Type Of Project: TV Series (network or cable)
Director:
Distributor: Country Music Television
Locations: West Texas (Alpine / Marfa area)

FAST FOOD NATION

Type Of Project: Feature (independent)
Director: Richard Linklater
Distributor: Fox Searchlight
Locations: Austin area

FOR SALE BY OWNER

Type Of Project: Feature (independent)
Director: Pritesh N. Chheda
Distributor:
Locations: Austin area

GRETCHEN

Type Of Project: Feature (independent)
Director: Steve Collins
Distributor:
Locations: Austin area

HOBOKEN HOLLOW

Type Of Project: Feature (independent)
Director: Glen Stephens
Distributor:
Locations: Menard

HOW TO EAT FRIED WORMS

Type Of Project: Feature (studio)
Director: Bob Dolman
Distributor: New Line Cinema
Locations: Austin area

INFAMOUS

Type Of Project: Feature (studio)
Director: Douglas McGrath
Distributor: Warner Independent Pictures
Locations: Austin area

INVINCIBLE

Type Of Project: Feature (studio)
Director: Ericson Core
Distributor: Walt Disney Pictures
Locations: Irving (Texas Stadium), Dallas area

JUDGE ALEX (1ST SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: 20th Century Fox
Locations: Houston

JUMPING OFF BRIDGES

Type Of Project: Feature (independent)
Director: Kat Candler
Distributor:
Locations: Austin area

KNIGHT SCHOOL

Type Of Project: TV Series (network or cable)
Director:
Distributor: ESPN
Locations: Lubbock

LA TRAGEDIA DE MACARIO

Type Of Project: Feature (independent)
Director: Pablo Veliz
Distributor: Arrival Pictures
Locations: San Antonio

LAWS OF CHANCE

Type Of Project: TV Pilot (network or cable)
Director:
Distributor: ABC
Locations: Houston

2005

AIRLINE

Type Of Project: TV Series (network or cable)
Director:
Distributor: A&E
Locations: Houston (Hobby Airport)

ALL THE BOYS LOVE MANDY LANE

Type Of Project: Feature (independent)
Director: Jon Levine
Distributor: Senator Entertainment (Germany) for North American distribution
Locations: Austin area

ANIMAL COPS - HOUSTON (3RD SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: Animal Planet
Locations: Houston area

AUGUST EVENING

Type Of Project: Feature (independent)
Director: Chris Eska
Distributor: Maya Entertainment
Locations: San Antonio, Boerne, Corpus Christi, Gonzales, Seguin, Shiner

Film & TV Productions Made in Texas (1910 - 2009)

LIVING & DYING

Type Of Project: Feature (independent)
Director: Jon Keeyes
Distributor:
Locations: Dallas area

RISEN

Type Of Project: Feature (independent)
Director: Damon Crump
Distributor:
Locations: Waco

THE REAL WORLD

Type Of Project: TV Series (network or cable)
Director:
Distributor: MTV
Locations: Austin area

MEXICAN SUNRISE

Type Of Project: Feature (independent)
Director: Rowdy Stovall
Distributor:
Locations: Austin area, Del Rio

ROLLERGIRLS

Type Of Project: TV Series (network or cable)
Director:
Distributor: A&E
Locations: Austin area

THE RETURN

Type Of Project: Feature (studio)
Director: Asif Kapadia
Distributor: Focus Features
Locations: Austin, Granger, Luling, Lockhart, Umland, Taylor

NATIONAL LAMPOON'S THE STONED AGE

Type Of Project: Feature (independent)
Director: Adam Rifkin
Distributor:
Locations: Austin area

ROOM RAIDERS

Type Of Project: TV Episode
Director:
Distributor: MTV
Locations: Austin, San Marcos, Dallas

THE SECRET OF SURANESH

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Austin area, Big Bend National Park, Monahans State Park, Bastrop State Park, McAllen, Boca Chica State Park

OIL STORM

Type Of Project: TV Movie
Director: James Erskine
Distributor: FX Network
Locations: San Antonio, Houston, Austin

TEXAS CHEERLEADERS

Type Of Project: TV Series (network or cable)
Director:
Distributor: The Learning Channel
Locations: Waco

THE TEXAS CHAINSAW MASSACRE: THE BEGINNING

Type Of Project: Feature (studio)
Director: Jonathan Liebesman
Distributor: New Line Cinema
Locations: Austin area; Johnson City; Elgin; Martindale; Granger; Luling

PARADISE, TEXAS

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston area

THE ANT BULLY

Type Of Project: Feature (animated)
Director: John A. Davis
Distributor: Warner Bros.
Locations: Dallas (animated)

WALKER, TEXAS RANGER: TRIAL BY FIRE

Type Of Project: TV Movie
Director: Aaron Norris
Distributor: CBS

Locations: Dallas area

PINEAPPLE

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Austin area, Leander

THE BRACELET OF BORDEAUX

Type Of Project: Feature (independent)
Director: Casey Kelly
Distributor:
Locations: The Woodlands (Houston area)

WELCOME TO THE NEIGHBORHOOD

Type Of Project: TV Series (network or cable)
Director:
Distributor: ABC
Locations: Austin area

POPULARITY CONTEST

Type Of Project: TV Series (network or cable)
Director:
Distributor: CMT
Locations: Vega

THE CASSIDY KIDS

Type Of Project: Feature (independent)
Director: Jacob Vaughan
Distributor:
Locations: Austin area

WORLD SERIES

Type Of Project: TV Special
Director:
Distributor: Fox
Locations: Houston

RAIN

Type Of Project: Feature (independent)
Director: Oz Scott
Distributor:
Locations: Dallas area

THE FALL OF SAIGON

Type Of Project: Documentary
Director:
Distributor: BBC
Locations: Houston

YOUNG EDDIE

Type Of Project: Feature (independent)
Director: Steve Franke
Distributor:
Locations: Dallas area, Fort Worth

RIDE AROUND THE WORLD

Type Of Project: IMAX
Director: Harry Lynch
Distributor:
Locations: Guthrie

THE INSATIABLE

Type Of Project: Feature (independent)
Director: Chuck Konzelman, Cary Solomon
Distributor:
Locations: Austin area

THE NIGHT OF THE WHITE PANTS

Type Of Project: Feature (independent)
Director: Amy Talkington
Distributor:
Locations: Dallas area

Film & TV Productions Made in Texas (1910 - 2009)

2006

12 MILES OF BAD ROAD

Type Of Project: TV Pilot (network or cable)
Director: Michael Engler
Distributor: HBO
Locations: Dallas area

A HOUSE DIVIDED

Type Of Project: TV Pilot (network or cable)
Director: Michael Rymer
Distributor: ABC
Locations: Dallas area

AKA DALLAS

Type Of Project: TV Episode
Director:
Distributor:
Locations: Dallas area

AMERICAN DREAM

Type Of Project: Feature (independent)
Director: Derrick 'D-Reck' Dixon, Trey Haley
Distributor:
Locations: Houston area

ANIMAL COPS - HOUSTON (4TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: Animal Planet
Locations: Houston area

ARENA GRIDIRON CHAMPIONSHIP

Type Of Project: TV Episode
Director:
Distributor:
Locations: Dallas area

ARMAGEDDON

Type Of Project: TV Miniseries
Director:
Distributor:
Locations: Houston area

AUSTIN CITY LIMITS (32ND SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

AUSTRALIAN TRAVEL SHOW

Type Of Project: TV Segment
Director:
Distributor:
Locations: El Paso area

BAGHDAD TEXAS

Type Of Project: Feature (independent)
Director: David Hickey
Distributor:
Locations: Austin area, Kerrville

BALLS OUT: GARY THE TENNIS COACH

Type Of Project: Feature (independent)
Director: Danny Leiner
Distributor:
Locations: Austin area; Dripping Springs

BAND GEEKS

Type Of Project: TV Pilot (network or cable)
Director:
Distributor: MTV
Locations: Dallas area

BARNEY & FRIENDS

Type Of Project: TV Series (network or cable)
Director:
Distributor:
Locations: Dallas area

BEST DAMN SPORTS SHOW PERIOD

Type Of Project: TV Segment
Director:
Distributor: Fox Television
Locations: Houston area

BIKER BUILD OFF

Type Of Project: TV Episode
Director:
Distributor: The Discovery Channel
Locations: Galveston (Houston area), Dallas area

BRIDEZILLAS

Type Of Project: TV Episode
Director:
Distributor: WE
Locations: Dallas area

CHANCERS

Type Of Project: TV Series (network or cable)
Director:
Distributor:
Locations: Houston area

CHEATERS (7TH SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: Western International Syndication
Locations: Dallas

CHEYENE AT 15

Type Of Project: TV Episode
Director:
Distributor: MTV
Locations: Dallas area

CIAO

Type Of Project: Feature (independent)
Director: Yen Tan
Distributor:
Locations: Dallas area

CITIZEN SOLDIER

Type Of Project: TV Episode
Director:
Distributor:
Locations: Dallas area

CLOSET SPACE

Type Of Project: Feature (independent)
Director: Mel House
Distributor:
Locations: Houston, Ledbetter

CÓDIGO POSTAL

Type Of Project: TV Episode
Director:
Distributor: Televisa
Locations: Dallas area

COMANCHE MOON

Type Of Project: TV Miniseries
Director: Simon Wincer
Distributor: CBS
Locations: Del Rio

CONJOINED TWINS: ERIN AND JADE

Type Of Project: TV Episode
Director:
Distributor: Discovery Health Channel
Locations: Dallas area

COURT TV SPECIAL

Type Of Project: TV Special
Director:
Distributor:
Locations: Dallas area

COWBOY SMOKE

Type Of Project: Feature (independent)
Director: Will James Moore
Distributor:
Locations: Victoria, Tivoli

CRISTINA'S COURT (1ST SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: 20th Century Fox
Locations: Houston area

Film & TV Productions Made in Texas (1910 - 2009)

DALLAS COWBOYS CHEERLEADERS: MAKING THE TEAM

Type Of Project: TV Series (network or cable)

Director:

Distributor: CMT

Locations: Dallas area

ELVIS AND ANABELLE

Type Of Project: Feature (independent)

Director: Will Geiger

Distributor:

Locations: Austin, Lockhart, San Marcos, Corpus Christi

FRIDAY NIGHT LIGHTS (1ST SEASON)

Type Of Project: TV Series (network or cable)

Director:

Distributor: NBC/Universal

Locations: Austin area; Pflugerville; Del Valle; San Marcos

DALLAS SWAT

Type Of Project: TV Series (network or cable)

Director:

Distributor: A&E

Locations: Dallas area

EX WIVES CLUB

Type Of Project: TV Segment

Director:

Distributor: ABC

Locations: Dallas area

FRIDAY NIGHT LIGHTS (TV PILOT)

Type Of Project: TV Pilot (network or cable)

Director: Peter Berg

Distributor: NBC

Locations: Austin area, Pflugerville

DANCE CLUB 21

Type Of Project: TV Episode

Director:

Distributor:

Locations: Dallas area

EXTREME MAKEOVER: HOME EDITION

Type Of Project: TV Episode

Director:

Distributor: ABC Television

Locations: Houston area, Hondo (San Antonio area), Austin

FROM MEXICO WITH LOVE

Type Of Project: Feature (independent)

Director: Jimmy Nickerson

Distributor:

Locations: San Antonio

DANCING WITH THE STARS

Type Of Project: TV Episode

Director:

Distributor: ABC

Locations: Dallas area

FATHER AND SON SURGEONS

Type Of Project: TV Series (network or cable)

Director:

Distributor:

Locations: Houston area

GIRLS GONE WILD

Type Of Project: Documentary

Director:

Distributor:

Locations: South Padre Island

DATING ON DEMAND

Type Of Project: TV Segment

Director:

Distributor: Comcast On Demand

Locations: Dallas area

FIGHTING WITH ANGER

Type Of Project: Feature (independent)

Director: Sam Um

Distributor:

Locations: Austin

GOD THINKS YOU'RE A LOSER

Type Of Project: Feature (independent)

Director: Gary Chason

Distributor:

Locations: Austin

DE REIN

Type Of Project: TV Episode

Director:

Distributor:

Locations: Dallas area

FIVE

Type Of Project: Feature (independent)

Director: Robert Stewart

Distributor:

Locations: Austin area, Dallas area

GOLD RUSH

Type Of Project: TV Episode

Director:

Distributor: AOL Productions

Locations: Houston area

DEAD LAND DREAMING

Type Of Project: Feature (independent)

Director:

Distributor:

Locations: Austin; Lockhart; Luling; Hallettsville

FLAGS OF OUR FATHERS

Type Of Project: Feature (studio)

Director: Clint Eastwood

Distributor: Dreamworks SKG

Locations: La Porte (Battleship Texas) (Houston area)

GRINDHOUSE - DEATH PROOF

Type Of Project: Feature (studio)

Director: Quentin Tarantino

Distributor: The Weinstein Company

Locations: Austin area

DICE

Type Of Project: TV Episode

Director:

Distributor:

Locations: Houston area

FLOW AND TELL

Type Of Project: TV Segment

Director:

Distributor: Si TV

Locations: Houston area

GRINDHOUSE - PLANET TERROR

Type Of Project: Feature (studio)

Director: Robert Rodriguez

Distributor: The Weinstein Company

Locations: Austin area; Luling

DRUG WARS

Type Of Project: Documentary

Director:

Distributor:

Locations: El Paso area

FOODNATION WITH BOBBY FLAY

Type Of Project: TV Episode

Director:

Distributor: Food Network

Locations: Houston area

HALLETTSVILLE

Type Of Project: Feature (independent)

Director: Andrew Pozza

Distributor: Westlake Entertainment

Locations: Austin, Johnson City, Hallettsville

Film & TV Productions Made in Texas (1910 - 2009)

HANNITY AND COMBS

Type Of Project: TV Segment
Director:
Distributor: Fox News
Locations: Dallas area

I FLUNKED SUNDAY SCHOOL

Type Of Project: Feature (independent)
Director: Steve McCurdy
Distributor:
Locations: Houston area

LOVE AND MARY

Type Of Project: Feature (independent)
Director: Elizabeth Harrison
Distributor:
Locations: Houston area

HARDBALL

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston area

I'LL COME RUNNING

Type Of Project: Feature (independent)
Director: Spencer Parsons
Distributor:
Locations: Austin

MAKING THE BAND

Type Of Project: TV Episode
Director:
Distributor: MTV
Locations: Houston area

HARVEST OF REDEMPTION

Type Of Project: Feature (independent)
Director: Javier Chapa
Distributor:
Locations: Rio Grande City

I'M FROM ROLLING STONE

Type Of Project: TV Episode
Director:
Distributor: MTV
Locations: El Paso area

MARRIAGE BOOT CAMP

Type Of Project: TV Episode
Director:
Distributor: The Learning Channel
Locations: Dallas area

HAVING MY BABY

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas area

INSPECTOR MOM

Type Of Project: TV Movie
Director: Brad Keller
Distributor: Lifetime Television
Locations: Dallas area

MASTER OF CHAMPIONS

Type Of Project: TV Episode
Director:
Distributor: ABC
Locations: Dallas area

HOGAN KNOWS BEST

Type Of Project: TV Episode
Director:
Distributor: VH1
Locations: Dallas area

ITALIAN TRAVEL SHOW

Type Of Project: TV Segment
Director:
Distributor:
Locations: El Paso area

MEET THE BULLDOGS

Type Of Project: TV Pilot (network or cable)
Director:
Distributor:
Locations: Austin area

HOME TEAM

Type Of Project: TV Episode
Director:
Distributor: Litton Entertainment
Locations: Dallas area

JAMIE KENNEDY'S BLOWIN' UP

Type Of Project: TV Episode
Director:
Distributor: MTV
Locations: Houston area

MEXICAN GOLD

Type Of Project: Feature (independent)
Director: Chuck Walker
Distributor:
Locations: Brackettville

HONEY, WE'RE KILLING THE KIDS

Type Of Project: TV Episode
Director:
Distributor: The Learning Channel
Locations: Dallas area

JIMMY KIMMEL LIVE

Type Of Project: TV Segment
Director:
Distributor: ABC
Locations: Houston area

MIDNIGHT CLEAR

Type Of Project: Feature (independent)
Director: Dallas Jenkins
Distributor:
Locations: Roanoke, Dallas area

HOPE

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston area

JUDGE ALEX (2ND SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: 20th Century Fox
Locations: Houston

MIRACLE WORKERS

Type Of Project: TV Episode
Director:
Distributor: ABC
Locations: Houston area

HOT SHOT

Type Of Project: TV Episode
Director:
Distributor: ESPN
Locations: Dallas area

KABLUEY

Type Of Project: Feature (independent)
Director: Scott Prendergast
Distributor:
Locations: Austin

MISDIAGNOSED

Type Of Project: Documentary
Director:
Distributor:
Locations: Houston area

LOOK AT ME NOW

Type Of Project: TV Episode
Director:
Distributor:
Locations: Houston area

MY FABULOUS WEDDING

Type Of Project: TV Episode
Director:
Distributor: VH1
Locations: Dallas area

Film & TV Productions Made in Texas (1910 - 2009)

MY SWEET SIXTEEN

Type Of Project: TV Episode
Director:
Distributor: MTV
Locations: Houston area

NOBLE THINGS

Type Of Project: Feature (independent)
Director: Dan McMellen, Brett Moses
Distributor:
Locations: Beaumont

RACHAEL RAY'S TASTY TRAVELS

Type Of Project: TV Episode
Director:
Distributor: Food Network
Locations: Dallas area

MY THREE WIVES

Type Of Project: TV Pilot (network or cable)
Director:
Distributor: The Learning Channel
Locations: Houston area

NORTH STARR

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston area

RAPTOR RANCH

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas area

NAPOLEAN'S CURSE

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston area

OIL RIGGERS

Type Of Project: Documentary
Director:
Distributor:
Locations: Houston area

RAZOR ROOM

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas area

NASHVILLE STAR

Type Of Project: TV Segment
Director:
Distributor: USA
Locations: Dallas area

PHENOMENA POLICE

Type Of Project: TV Pilot (network or cable)
Director:
Distributor: Court TV
Locations: Houston area

REAL SIMPLE

Type Of Project: TV Episode
Director:
Distributor: PBS
Locations: Dallas area

NATIONAL LAMPOON'S GREEK GAMES

Type Of Project: TV Episode
Director:
Distributor: GSN The Network for Games
Locations: South Padre Island

PINKPLANET

Type Of Project: TV Episode
Director:
Distributor:
Locations: Dallas area

REPTILIAN MIND

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas area

NATIONAL OPEN HOUSE

Type Of Project: TV Episode
Director:
Distributor: HGTV
Locations: Dallas area

PINKS: ALL OUT

Type Of Project: TV Episode
Director:
Distributor: Speed Channel
Locations: Dallas area

SECONDS FROM DISASTER

Type Of Project: Documentary
Director:
Distributor:
Locations: Houston area

NBA FINALS

Type Of Project: TV Special
Director:
Distributor: ABC
Locations: Dallas

PLANET LUXURY

Type Of Project: TV Episode
Director:
Distributor: CTV Travel Channel
Locations: El Paso area

SERUM

Type Of Project: Feature (independent)
Director: Steve Franke
Distributor: Arrival Pictures
Locations: Dallas area, Fort Worth

NEXT LEVEL: VINCE YOUNG

Type Of Project: TV Segment
Director:
Distributor: BET
Locations: Houston area

PRISON BREAK (2ND SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: Fox TV
Locations: Dallas area; Little Elm; Decatur; McKinney; Irving; Mineral Wells

SIMPLY BEAUTIFUL

Type Of Project: TV Episode
Director:
Distributor:
Locations: Dallas area

NO COUNTRY FOR OLD MEN

Type Of Project: Feature (studio)
Director: Joel Coen
Distributor: Paramount Pictures
Locations: Marfa

PSYCHIC HISTORY

Type Of Project: TV Segment
Director:
Distributor: History Channel
Locations: Dallas area

SIX GUN NIGHTMARE

Type Of Project: Feature (independent)
Director: Scott Perry
Distributor:
Locations: Austin area

SKIES OVER TEXAS

Type Of Project: Documentary
Director:
Distributor:
Locations: Dallas area

Film & TV Productions Made in Texas (1910 - 2009)

SPRING BREAKDOWN

Type Of Project: Feature (studio)
Director: Ryan Shiraki
Distributor: Warner Bros. Pictures
Locations: South Padre Island

THE HITCHER

Type Of Project: Feature (studio)
Director: Dave Meyers
Distributor: Rogue Pictures
Locations: Austin area; Taylor

THROWDOWN WITH BOBBY FLAY

Type Of Project: TV Episode
Director:
Distributor: Food Network
Locations: Austin, Houston

STOP-LOSS

Type Of Project: Feature (studio)
Director: Kimberly Peirce
Distributor: Paramount Pictures
Locations: Austin; Lockhart; Umland; San Antonio

THE HOTTEST STATE

Type Of Project: Feature (independent)
Director: Ethan Hawke
Distributor:
Locations: El Paso

TODAY SHOW

Type Of Project: TV Segment
Director:
Distributor: NBC
Locations: Dallas area

TEETH

Type Of Project: Feature (independent)
Director: Mitchell Lichtenstein
Distributor:
Locations: Austin area

THE HOUSE OF THE DEMON

Type Of Project: Feature (independent)
Director: George L. Ortiz
Distributor:
Locations: Lytle (San Antonio area); Austin

TRADING SPOUSES

Type Of Project: TV Episode
Director:
Distributor: Fox Television
Locations: Kountze, Houston

TELEMUNDO VARIETY SHOW

Type Of Project: TV Episode
Director:
Distributor: Telemundo
Locations: El Paso area

THE HUNGRY DETECTIVE

Type Of Project: TV Episode
Director:
Distributor: Food Network
Locations: Houston area

UNTITLED FOOD NETWORK SHOW

Type Of Project: TV Episode
Director:
Distributor: Food Network
Locations: Dallas area

THE ANT BULLY

Type Of Project: Feature (animated)
Director: John A. Davis
Distributor: Warner Bros.
Locations: Dallas (animated)

THE LOOK FOR LESS

Type Of Project: TV Episode
Director:
Distributor: Style Network
Locations: Dallas area

UNTITLED NEW LEAF TELEVISION PROJECTS

Type Of Project: TV Episode
Director:
Distributor:
Locations: Dallas area

THE BONG CONNECTION

Type Of Project: Feature (independent)
Director: Anjan Dutt
Distributor:
Locations: Houston area

THE NAKED TRUCKER & T-BONES SHOW

Type Of Project: TV Episode
Director: Linda Mendoza, Jay Karas
Distributor: Comedy Central
Locations: Austin

UNTITLED PAUL WALL SERIES

Type Of Project: TV Pilot (network or cable)
Director:
Distributor: VH1
Locations: Houston area

THE DAVE RAMSEY SHOW

Type Of Project: TV Episode
Director:
Distributor:
Locations: Dallas area

THE OPRAH WINFREY SHOW

Type Of Project: TV Episode
Director:
Distributor: King World Productions
Locations: Dallas area

UNTITLED STYLE NETWORK SHOW

Type Of Project: TV Episode
Director:
Distributor: Style Network
Locations: Dallas area

THE DEMETRI MARTIN SPECIAL

Type Of Project: TV Special
Director:
Distributor: Comedy Central
Locations: Austin

THERE WILL BE BLOOD

Type Of Project: Feature (studio)
Director: Paul Thomas Anderson
Distributor: Paramount
Locations: Marfa; Shafter

VENTANEANDO

Type Of Project: TV Episode
Director:
Distributor: Televisión Azteca
Locations: Dallas area

THE FIRST 48

Type Of Project: TV Episode
Director:
Distributor: A&E
Locations: Dallas area

THIS JOB'S A TRIP

Type Of Project: TV Episode
Director:
Distributor: Travel Channel
Locations: Austin area, Fayetteville

WALKING TALL: LONE JUSTICE

Type Of Project: Feature (independent)
Director: Tripp Reed
Distributor:
Locations: Waxahachie, Dallas area

Film & TV Productions Made in Texas (1910 - 2009)

WALKING TALL: THE PAYBACK

Type Of Project: Feature (independent)
Director: Tripp Reed
Distributor: Sony Pictures Home Entertainment
Locations: Waxahachie, Dallas area

ANCHORWOMAN

Type Of Project: TV Series (network or cable)
Director:
Distributor: Fox TV
Locations: Tyler

BEESWAX

Type Of Project: Feature (independent)
Director: Andrew Bujalski
Distributor: The Cinema Guild
Locations: Austin area

WEEKEND JUNKIES

Type Of Project: Feature (independent)
Director: Enrique Garcia
Distributor:
Locations: Austin

ANIMAL COPS - HOUSTON (5TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: Animal Planet
Locations: Houston area

BIG IDEAS FOR A SMALL PLANET

Type Of Project: TV Episode
Director:
Distributor: Sundance Channel
Locations: El Paso

WHEEL OF FORTUNE

Type Of Project: TV Episode
Director:
Distributor: Sony Pictures Television
Locations: Dallas area

ANIMAL PLANET DOG CHAMPIONSHIPS

Type Of Project: TV Episode
Director:
Distributor: Animal Planet
Locations: Houston area

BIG MEDICINE

Type Of Project: TV Series (network or cable)
Director:
Distributor: TLC
Locations: Houston area

WHIP CRACKER

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: El Paso area

ANTIQUES ROADSHOW

Type Of Project: TV Episode
Director:
Distributor:
Locations: San Antonio area

BLACKSTAGE

Type Of Project: TV Episode
Director:
Distributor: TV One
Locations: Houston area

2007

20/20

Type Of Project: TV Segment
Director:
Distributor: ABC
Locations: Dallas area

APPALOOSA

Type Of Project: Feature (studio)
Director: Ed Harris
Distributor: New Line Cinema
Locations: Dripping Springs (Austin area)

BLOOD ON THE HIGHWAY

Type Of Project: Feature (independent)
Director: Barak Epstein, Blair Rowan
Distributor:
Locations: Dallas

7 KILOS

Type Of Project: Feature (independent)
Director: Pablo Veliz
Distributor: Laguna Films
Locations: San Antonio area

ARTLAND USA

Type Of Project: TV Episode
Director:
Distributor: Gallery HD
Locations: Houston area, Dallas area

BRIDEZILLAS

Type Of Project: TV Episode
Director:
Distributor: WE
Locations: Houston area

A FEDERAL CASE

Type Of Project: Feature (independent)
Director: Trisha Jhim Ray
Distributor:
Locations: Houston area

AS FOR ME AND MY HOUSE

Type Of Project: TV Pilot (independent)
Director: Lionell Hilliard
Distributor: TV51 KNWS - Houston
Locations: Houston area

CHEATERS (8TH SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: Western International Syndication
Locations: Dallas

A MIGHTY HEART

Type Of Project: Feature (studio)
Director: Michael Winterbottom
Distributor: Paramount Vantage
Locations: Austin area

AUSTIN CITY LIMITS (33RD SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

CHRISTMAS... WHO NEEDS IT

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas area

AMERICAN INVENTOR

Type Of Project: TV Episode
Director:
Distributor: ABC
Locations: Houston area

BARNEY & FRIENDS (12TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor:
Locations: Dallas area

CLASH OF THE CHOIRS

Type Of Project: TV Episode
Director:
Distributor: NBC
Locations: Houston area

CLOWN HUNT

Type Of Project: Feature (independent)
Director: Barry Tubb
Distributor:
Locations: Snyder

Film & TV Productions Made in Texas (1910 - 2009)

COOK COUNTY

Type Of Project: Feature (independent)
Director: David Pomes
Distributor:
Locations: Houston area, Cleveland, Dolen

DREAMHEALER

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: San Antonio area

FRIDAY NIGHT LIGHTS (1ST SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: NBC/Universal
Locations: Austin area; Pflugerville; Del Valle; San Marcos; Irving (Dallas area)

COWBOY FUNERAL

Type Of Project: Feature (independent)
Director: Len Anderson
Distributor:
Locations: Austin area

DUSK

Type Of Project: Feature (independent)
Director: Kyle Hodgkinson
Distributor:
Locations: Dallas area

FRIDAY NIGHT LIGHTS (2ND SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: NBC/Universal
Locations: Austin area; Pflugerville; Del Valle

CRISTINA

Type Of Project: TV Episode
Director:
Distributor: Univision
Locations: Houston area

EXIT SPEED

Type Of Project: Feature (independent)
Director: Scott Ziehl
Distributor:
Locations: Dallas

FRIGHT FLICK

Type Of Project: Feature (independent)
Director: Israel Luna
Distributor:
Locations: Dallas, Runaway Bay

CRISTINA'S COURT (2ND SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: 20th Century Fox
Locations: Houston area

FAMILY FOREMAN

Type Of Project: TV Series (network or cable)
Director:
Distributor: TV Land
Locations: Houston area

FUTURE WEAPONS

Type Of Project: TV Segment
Director:
Distributor: The Discovery Channel
Locations: Houston area

DALLAS COWBOYS CHEERLEADERS: MAKING THE TEAM

Type Of Project: TV Series (network or cable)
Director:
Distributor: CMT
Locations: Dallas area

FINAL 24

Type Of Project: TV Episode
Director:
Distributor: Discovery Channel
Locations: Houston area

GLUTTON FOR PUNISHMENT

Type Of Project: TV Episode
Director:
Distributor: Food Network
Locations: San Antonio area

DALLAS SWAT

Type Of Project: TV Series (network or cable)
Director:
Distributor: A&E
Locations: Dallas area

FIRE FROM BELOW

Type Of Project: Feature (independent)
Director: J.R. Mandish
Distributor:
Locations: Dallas, Eustace

GUILTY

Type Of Project: Feature (independent)
Director: Gabriel Folse
Distributor:
Locations: Austin, El Paso

DEION & PILAR SANDERS: PRIME TIME LOVE

Type Of Project: TV Series (network or cable)
Director:
Distributor: Oxygen Network
Locations: Dallas area

FIREFLIES IN THE GARDEN

Type Of Project: Feature (independent)
Director: Dennis Lee
Distributor:
Locations: Austin area, Bastrop

HISTORY DETECTIVES

Type Of Project: TV Episode
Director:
Distributor: PBS
Locations: El Paso

DIRECT TV PRESENTS SXSW LIVE

Type Of Project: TV Special
Director:
Distributor: Direct TV
Locations: Austin

FISSURE

Type Of Project: Feature (independent)
Director: Russ Pond
Distributor:
Locations: Dallas

HOME TEAM

Type Of Project: TV Episode
Director:
Distributor: Litton Entertainment
Locations: Houston area

DOUBLE DAGGER

Type Of Project: Feature (independent)
Director: Pablo Veliz
Distributor: Laguna Films
Locations: San Antonio area

FRAMED

Type Of Project: TV Episode
Director:
Distributor: Independent Film Channel
Locations: Houston area

HONEY WE'RE KILLING THE KIDS

Type Of Project: TV Episode
Director:
Distributor: TLC
Locations: Dallas area

Film & TV Productions Made in Texas (1910 - 2009)

HORIZON

Type Of Project: TV Episode
Director:
Distributor: BBC 2
Locations: El Paso

KINGS OF APPLETON

Type Of Project: Feature (independent)
Director: Robert Moresco
Distributor:
Locations: New Braunfels, Sequin (San Antonio area)

MOST EVIL

Type Of Project: TV Episode
Director:
Distributor: The Discovery Channel
Locations: Houston area

HORTON FOOTE DOCUMENTARY

Type Of Project: Documentary
Director:
Distributor:
Locations: Houston area

KINGS OF THE EVENING

Type Of Project: Feature (independent)
Director: Andrew P. Jones
Distributor:
Locations: Bartlett

NASA DOCUMENTARY

Type Of Project: Documentary
Director:
Distributor: Discovery en Español
Locations: Houston area

INSTANT BEAUTY PAGEANT

Type Of Project: TV Episode
Director:
Distributor: Style Network
Locations: Houston area

LIFE OF RYAN

Type Of Project: TV Episode
Director:
Distributor: MTV
Locations: Houston area

NASA: THE GREATEST MISSIONS

Type Of Project: Documentary
Director:
Distributor: Discovery Channel
Locations: Houston area

ISRAELI TELEVISION COMEDY

Type Of Project: TV Episode
Director:
Distributor:
Locations: Houston area

MAID TO KILL

Type Of Project: Feature (independent)
Director: Joseph A. Elmore Jr.

Distributor:
Locations: Houston area

NBA FINALS

Type Of Project: TV Special
Director:
Distributor: ABC
Locations: San Antonio

JEOPARDY!

Type Of Project: TV Segment
Director:
Distributor: CBS Television Distribution
Locations: El Paso

MAKING THE BAND

Type Of Project: TV Episode
Director:
Distributor: MTV
Locations: Houston area

NHL ALL-STAR GAME

Type Of Project: TV Special
Director:
Distributor: Versus
Locations: Dallas

JUDGE ALEX (3RD SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: 20th Century Fox
Locations: Houston

MARS

Type Of Project: Feature (animated)
Director: Geoff Marslett
Distributor:
Locations: Austin

NUESTRA BELLAZA LATINA

Type Of Project: TV Episode
Director:
Distributor: Univision
Locations: Houston area

JUNK BROTHERS

Type Of Project: TV Episode
Director:
Distributor: HGTV
Locations: Dallas area

MEDICAL TALKS

Type Of Project: TV Pilot (network or cable)
Director:
Distributor: PBS
Locations: Houston area

ONE TREE HILL (SEASON 4, EPISODE 17)

Type Of Project: TV Episode
Director:
Distributor: CW Television Network
Locations: Honey Grove, Paris

JURASSIC FIGHT CLUB

Type Of Project: TV Series (network or cable)
Director: Kreg Lauterbach
Distributor: History Channel
Locations: San Antonio, East Texas, Caddo Lake, Del Rio

MEGA MOVERS

Type Of Project: TV Episode
Director:
Distributor: The History Channel
Locations: Houston area

OPEN SEASON 2

Type Of Project: Feature (animated)
Director: Matt O'Callahan
Distributor: Sony Pictures
Locations: Dallas

KARMA POLICE

Type Of Project: Feature (independent)
Director: John Venable
Distributor: Westlake Entertainment
Locations: Dallas, Fort Worth

MISSIONARY MAN

Type Of Project: Feature (independent)
Director: Dolph Lundgren
Distributor: Sony Pictures Entertainment
Locations: Waxahachie (Dallas area)

PALO PINTO GOLD

Type Of Project: Feature (independent)
Director: Anthony Henslee
Distributor:
Locations: Boerne (San Antonio area)

Film & TV Productions Made in Texas (1910 - 2009)

PERIPHERY

Type Of Project: Feature (independent)
Director: Duane Allen Humeyestewa
Distributor:
Locations: Austin area

SPACE MYSTERIES

Type Of Project: Documentary
Director:
Distributor: National Geographic
Locations: Houston area

THE GREAT DEBATERS

Type Of Project: Feature (studio)
Director: Denzel Washington
Distributor: MGM
Locations: Marshall, Palestine (Texas State Railroad)

PRISON BREAK (2ND SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: Fox TV
Locations: Dallas area; Little Elm; Decatur; McKinney; Irving; Mineral Wells, Galveston

SPLIT ENDS

Type Of Project: TV Episode
Director:
Distributor: Style Network
Locations: Houston area

THE INVESTIGATORS

Type Of Project: TV Episode
Director:
Distributor: Court TV
Locations: El Paso

PRISON BREAK (3RD SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: Fox TV
Locations: Dallas area; Irving, Fort Worth, Pottsboro, Houston, South Padre Island

SWINGTOWN

Type Of Project: TV Pilot (network or cable)
Director: Alan Poul
Distributor: CBS
Locations: Austin

THE INVESTIGATORS: DIRTY BUSINESS

Type Of Project: TV Episode
Director:
Distributor: Court TV
Locations: El Paso

PROPERTY LADDER

Type Of Project: TV Episode
Director:
Distributor: TLC
Locations: Houston area

TEXAS TUCK

Type Of Project: TV Pilot (network or cable)
Director:
Distributor:
Locations: Houston area

THE MAN WHO CAME BACK

Type Of Project: Feature (independent)
Director: Glen Pitre
Distributor:
Locations: Brackettville, Magnolia, Montgomery, Houston area

PULSE 2

Type Of Project: Feature (independent)
Director: Joel Soisson
Distributor: Dimension Extreme
Locations: El Paso

THE ASCENT OF MONEY

Type Of Project: Documentary
Director:
Distributor: Channel 4 (UK)
Locations: Houston area

THE MANY STRANGE STORIES OF TRIANGLE WOMAN

Type Of Project: Feature (independent)
Director: Chris Rentzel
Distributor: Singa Home Entertainment
Locations: Dallas area

ROAD TASTED

Type Of Project: TV Episode
Director:
Distributor: The Food Network
Locations: Houston area

THE BIG GIVE

Type Of Project: TV Episode
Director:
Distributor: ABC
Locations: Houston area

THE MONEY PROGRAMME

Type Of Project: TV Episode
Director:
Distributor: BBC 2
Locations: Houston area

ROCKABILLY BABY

Type Of Project: Feature (independent)
Director: Ken Farmer
Distributor:
Locations: Gainesville

THE BURNING PLAIN

Type Of Project: Feature (independent)
Director: Guillermo Arriaga
Distributor:
Locations: El Paso

THE PAUL O'GRADY SHOW

Type Of Project: TV Episode
Director:
Distributor: ITV
Locations: Houston area

SCOUTED IN AMERICA

Type Of Project: TV Pilot (independent)
Director:
Distributor:
Locations: Houston area

THE CHUCKS

Type Of Project: TV Pilot (independent)
Director:
Distributor:
Locations: Dallas

THE QUEEN AND I

Type Of Project: TV Pilot (independent)
Director:
Distributor:
Locations: Houston area

SOUL OF A PEOPLE: VOICES FROM THE WRITERS' PROJECT

Type Of Project: Documentary
Director:
Distributor:
Locations: Houston area

THE CONVENTION CRASHER

Type Of Project: TV Episode
Director:
Distributor: Channel 4 (UK)
Locations: Houston area

THE SECRET LIFE OF ...

Type Of Project: TV Episode
Director:
Distributor: Food Network
Locations: San Antonio area

THE FIRST 48

Type Of Project: TV Episode
Director:
Distributor: A&E
Locations: Dallas area

Film & TV Productions Made in Texas (1910 - 2009)

THE SIGNIFICANT OTHER

Type Of Project: Feature (independent)
Director: Shalene Portman
Distributor:
Locations: Dallas, Gainesville

THE SKY AT NIGHT: LAST MAN ON THE MOON

Type Of Project: TV Episode
Director:
Distributor: BBC
Locations: Houston area

THE SNO CONE STAND, INC.

Type Of Project: Feature (independent)
Director: Travis Knapp
Distributor:
Locations: Austin area

THEFT

Type Of Project: Feature (independent)
Director: Paul Bright
Distributor: Water Bearer Films
Locations: Austin area

THROUGH THE VALLEY

Type Of Project: Feature (independent)
Director: Juan C. Vazquez
Distributor:
Locations: Houston

THROUGH THEIR EYES

Type Of Project: Documentary
Director:
Distributor:
Locations: Houston area

TONY LAMA BOOTS

Type Of Project: Documentary
Director:
Distributor: German TV
Locations: El Paso

TRAIL MIX

Type Of Project: TV Episode
Director:
Distributor: National Parks Channel
Locations: El Paso

UNDOCUMENTED

Type Of Project: Documentary
Director:
Distributor:
Locations: El Paso

UNTITLED BBC DOCUMENTARY

Type Of Project: Documentary
Director:
Distributor: BBC
Locations: El Paso

UNTITLED COURT TV SHOW

Type Of Project: TV Series (network or cable)
Director:
Distributor: Court TV
Locations: El Paso

WEAPONOLGY

Type Of Project: TV Episode
Director:
Distributor: Military Channel
Locations: Rusk (East Texas)

WHAT WERE THEY THINKING

Type Of Project: Documentary
Director:
Distributor:
Locations: Houston area

WHEN WEATHER MAKES HISTORY

Type Of Project: TV Episode
Director:
Distributor: The Weather Channel
Locations: Houston area

WICKED LAKE

Type Of Project: Feature (independent)
Director: Zach Passero
Distributor:
Locations: El Paso

WIFE SWAP

Type Of Project: TV Episode
Director:
Distributor: ABC
Locations: San Antonio area

WIRE IN THE BLOOD: PRAYER OF THE BONE

Type Of Project: TV Episode
Director: Declan O'Dwyer
Distributor: BBC America
Locations: Austin area

WORLD'S GREENEST HOMES

Type Of Project: TV Segment
Director:
Distributor: Planet Green
Locations: Houston area

2008

A TRIBUTE TO BIG RED

Type Of Project: Feature (independent)
Director: Ron Carlson
Distributor:
Locations: Dallas area

ALL AMERICAN DRAFT SHOW

Type Of Project: TV Special
Director:
Distributor: Turner Network Television
Locations: Houston area

AMERICA

Type Of Project: Documentary
Director:
Distributor:
Locations: El Paso

ANIMAL COPS - HOUSTON (6TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: Animal Planet
Locations: Houston area

ANIMAL PLANET DOG CHAMPIONSHIPS

Type Of Project: TV Episode
Director:
Distributor:
Locations: Houston area

ARCHITECTURAL PLACES OF WORSHIP

Type Of Project: TV Pilot (independent)
Director:
Distributor:
Locations: Houston area

AS FOR ME AND MY HOUSE

Type Of Project: TV Series (local)
Director:
Distributor: KNWS Houston
Locations: Houston area

AUSTIN CITY LIMITS (34TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

BANDSLAM

Type Of Project: Feature (studio)
Director: Todd Graff
Distributor: 20th Century Fox
Locations: Austin area

Film & TV Productions Made in Texas (1910 - 2009)

BARNEY & FRIENDS (12TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor:
Locations: Dallas area

CHEATERS (9TH SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: Western International Syndication
Locations: Dallas

EL TRASPATIO

Type Of Project: Feature (independent)
Director: Carlos Carrera
Distributor: Paramount Pictures Mexico
Locations: El Paso

BARNEY & FRIENDS (13TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor:
Locations: Dallas area

CNN HEROES: AN ALL-STAR TRIBUTE

Type Of Project: TV Segment
Director:
Distributor: CNN
Locations: Houston area, El Paso

ELBOWS & VOGUES

Type Of Project: Feature (independent)
Director: Greg Carter
Distributor:
Locations: Houston area

BIG MEDICINE

Type Of Project: TV Series (network or cable)
Director:
Distributor: The Learning Channel
Locations: Houston area

CONTACO DEPORTIVO

Type Of Project: TV Special
Director:
Distributor: Univision
Locations: Houston area

END OF INNOCENCE

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas

BIZARRE FOODS WITH ANDREW ZIMMERN

Type Of Project: TV Episode
Director:
Distributor: Travel Channel
Locations: Houston area, Dallas area

CRISTINA

Type Of Project: TV Episode
Director:
Distributor: Univision
Locations: El Paso

ENGINEERING THE HURRICANE

Type Of Project: TV Episode
Director:
Distributor:
Locations: Houston area

BOLLYWOOD BEATS

Type Of Project: Feature (independent)
Director: Mehul Shah
Distributor: E1 Entertainment
Locations: Dallas area, Carrollton, Richardson

CRISTINA'S COURT (3RD SEASON)

Type Of Project: TV Series (syndicated)
Director: Arthur Bergel
Distributor: 20th Century Fox
Locations: Houston area

EXTREME MAKEOVER: HOME EDITION

Type Of Project: TV Episode
Director:
Distributor: ABC Television
Locations: Dallas

BORDER SECURITY USA

Type Of Project: TV Episode
Director:
Distributor: ABC
Locations: El Paso

DALLAS COWBOYS CHEERLEADERS: MAKING THE TEAM

Type Of Project: TV Series (network or cable)
Director:
Distributor: CMT
Locations: Dallas area

EYE ON AMERICA

Type Of Project: TV Segment
Director:
Distributor: CBS
Locations: El Paso, Dallas area

BOYS OF GHOST TOWN

Type Of Project: Feature (independent)
Director:
Distributor: Laguna Productions
Locations: Houston area

DANGAN TRAVELER

Type Of Project: TV Segment
Director:
Distributor: Japanese TV
Locations: El Paso

FACING ALI

Type Of Project: TV Segment
Director:
Distributor:
Locations: Houston area

BROTHERHOOD

Type Of Project: Feature (independent)
Director: Will Canon
Distributor:
Locations: Dallas area, Arlington

DESPIERTA AMERICA

Type Of Project: TV Episode
Director:
Distributor: Univision
Locations: Houston area

FRIDAY NIGHT LIGHTS (3RD SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: NBC/Universal
Locations: Austin area; Pflugerville; Del Valle

CHASING DOWN AN IDOL

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston area

DIRECT TV PRESENTS SXSW LIVE

Type Of Project: TV Special
Director:
Distributor: Direct TV
Locations: Austin

FRIDAY THE 13TH

Type Of Project: Feature (studio)
Director: Marcus Nispel
Distributor: Paramount Pictures
Locations: Austin area, Bastrop, Wimberley, Marshall

Film & TV Productions Made in Texas (1910 - 2009)

GEORGE STRAIT MUSIC VIDEO

Type Of Project: Music Video
Director:
Distributor:
Locations: San Antonio area

LUPE FIASCO MUSIC VIDEO

Type Of Project: Music Video
Director:
Distributor:
Locations: Houston area

ON THE ROAD

Type Of Project: TV Episode
Director:
Distributor: Mun2
Locations: Houston area

HISTORY DETECTIVES

Type Of Project: TV Episode
Director:
Distributor: PBS
Locations: El Paso

MAO'S LAST DANCER

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston area

OPEN ROAD

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston Area

HISTORY OF THE HORSE

Type Of Project: TV Segment
Director:
Distributor: German TV
Locations: El Paso

MASECA EN LA COCINA

Type Of Project: TV Series (network or cable)
Director:
Distributor:
Locations: San Antonio area

OPEN SEASON 2

Type Of Project: Feature (animated)
Director: Matt O'Callahan
Distributor: Sony Pictures
Locations: Dallas

JUDGE ALEX (4TH SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: 20th Century Fox
Locations: Houston

MEGA MOVERS

Type Of Project: TV Episode
Director:
Distributor: The History Channel
Locations: Austin area

PARADISE LOST

Type Of Project: TV Episode
Director:
Distributor: Channel Five (UK)
Locations: El Paso

JURASSIC FIGHT CLUB

Type Of Project: TV Series (network or cable)
Director: Kreg Lauterbach
Distributor: History Channel
Locations: San Antonio, East Texas, Caddo Lake, Del Rio

MINDSIGHT

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston area

PETER PERFECT

Type Of Project: TV Episode
Director:
Distributor: Style Network
Locations: Houston area, Dallas area

LAST COMIC STANDING

Type Of Project: TV Episode
Director:
Distributor: NBC
Locations: Houston area

MONSTER QUEST

Type Of Project: TV Episode
Director:
Distributor: History Channel
Locations: Houston area, San Antonio area

PRIMAVERA MUSIC VIDEO

Type Of Project: Music Video
Director:
Distributor:
Locations: El Paso

LATINOS IN AMERICA

Type Of Project: TV Segment
Director:
Distributor: CNN
Locations: El Paso

MY SUPER SWEET SIXTEEN

Type Of Project: TV Episode
Director:
Distributor: MTV
Locations: Houston area

PROMISED LAND

Type Of Project: TV Episode
Director:
Distributor:
Locations: Houston area

LIFE COACH

Type Of Project: TV Pilot (independent)
Director:
Distributor:
Locations: Houston area

MYSTERY DIAGNOSIS

Type Of Project: TV Episode
Director:
Distributor: Discovery Health
Locations: Houston area

QUIERO MIS QUINCES (3RD SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor:
Locations: Houston area

LUCY AND THE PEACE CORPS

Type Of Project: Documentary
Director:
Distributor:
Locations: Houston area

NO WARNING

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas

RAGING PLANET

Type Of Project: TV Episode
Director:
Distributor: Discovery Channel
Locations: Houston area

NUETRA BELLAZA LATINA

Type Of Project: TV Special
Director:
Distributor: Univision
Locations: Houston area

Film & TV Productions Made in Texas (1910 - 2009)

RENAISSANCE GIRL

Type Of Project: Feature (independent)
Director: David Jackson Willis
Distributor:
Locations: Dallas

SUPER NANNY

Type Of Project: TV Episode
Director:
Distributor: ABC
Locations: Houston area

THE TREE OF LIFE

Type Of Project: Feature (independent)
Director: Terrence Malick
Distributor:
Locations: Austin area; Elgin, Smithville, La Grange, Dallas, Houston

RENDEZVOUS WITH DESTINY

Type Of Project: Documentary
Director:
Distributor:
Locations: Houston area

TEMPLE GRANDIN

Type Of Project: TV Movie
Director: Mick Jackson
Distributor: HBO
Locations: Austin, Schwertner, Luling, Gonzales, New Braunfels

THE WRECK OF THE AUDACIOUS

Type Of Project: TV Episode
Director:
Distributor: History Channel
Locations: Houston area

RENOVATION NATION 2

Type Of Project: TV Episode
Director:
Distributor: Planet Green
Locations: Houston area

THE 2 BOBS

Type Of Project: Feature (independent)
Director: Tim McCanlies
Distributor:
Locations: Austin area

THINK GLOBALLY, ACT LOCALLY

Type Of Project: TV Segment
Director:
Distributor:
Locations: Houston area

RICHARD GARRIOTT: MAN ON A MISSION

Type Of Project: Documentary
Director:
Distributor:
Locations: Houston area

THE AMERICAN FUTURE: THE HISTORY

Type Of Project: TV Segment
Director:
Distributor:
Locations: Houston area

TOMMY AND THE COOL MULE

Type Of Project: Feature (independent)
Director: Andrew Stevens
Distributor: Screen Media Films
Locations: Dallas area, Waxahachie

SANDRA MARTINEZ MUSIC VIDEO

Type Of Project: Music Video
Director:
Distributor:
Locations: Houston area

THE BEACON

Type Of Project: Feature (independent)
Director: Michael Stokes
Distributor:
Locations: Dallas area; Waxahachie

TROUBLE IN PARADISE

Type Of Project: TV Episode
Director:
Distributor:
Locations: Houston area

SHORTS

Type Of Project: Feature (studio)
Director: Robert Rodriguez
Distributor: Warner Bros. Pictures
Locations: Austin area

THE BRAIN

Type Of Project: TV Episode
Director:
Distributor: History Channel
Locations: Houston area

UFO HUNTERS

Type Of Project: TV Episode
Director:
Distributor: History Channel
Locations: Houston area, Dallas area

SPLIT ENDS

Type Of Project: TV Episode
Director:
Distributor: Style Network
Locations: Houston area, Dallas area

THE GREAT RACE

Type Of Project: TV Special
Director:
Distributor:
Locations: Houston area

UNTITLED ADIDAS INTERNET DOCUMENTARY

Type Of Project: Documentary
Director:
Distributor:
Locations: Houston area

STEPHEN FRY IN AMERICA

Type Of Project: TV Episode
Director:
Distributor: BBC
Locations: El Paso

THE IMPOSTER

Type Of Project: Feature (independent)
Director: Daniel Millican
Distributor: Pure Flix Entertainment
Locations: Dallas area, Fort Worth

UNTITLED DOCUMENTARY

Type Of Project: Documentary
Director:
Distributor:
Locations: El Paso

STORM SEARCH

Type Of Project: TV Episode
Director:
Distributor:
Locations: Houston area

THE OTHER SIDE OF PARADISE

Type Of Project: Feature (independent)
Director: Justin D. Hilliard
Distributor:
Locations: Dallas

UNTITLED GERMAN TV PROJECT

Type Of Project: TV Episode
Director:
Distributor:
Locations: El Paso

Film & TV Productions Made in Texas (1910 - 2009)

UNTITLED MTV REALITY SERIES

Type Of Project: TV Episode
Director:
Distributor: MTV
Locations: Houston area

WWE RAW

Type Of Project: TV Episode
Director:
Distributor: USA Network
Locations: San Antonio area

AMERICA'S NEXT TOP MODEL

Type Of Project: TV Segment
Director:
Distributor: CW Television Network
Locations: Dallas area

UNTITLED MUSIC VIDEO

Type Of Project: Music Video
Director:
Distributor:
Locations: Houston area

YOU CAN'T BUILD THAT

Type Of Project: TV Episode
Director:
Distributor: Discovery Channel
Locations: Houston area

AMERICA'S WORST DRIVER

Type Of Project: TV Episode
Director:
Distributor: Travel Channel
Locations: Dallas area

UNTITLED TRU TV DOCUMENTARY

Type Of Project: TV Episode
Director:
Distributor: Tru TV
Locations: Houston area

ZERO ONE

Type Of Project: Feature (independent)
Director: Kareem Grey
Distributor:
Locations: Dallas

AMERICAN IDOL (9TH SEASON)

Type Of Project: TV Episode
Director:
Distributor: Fox
Locations: Dallas

UPPER HAND

Type Of Project: Feature (independent)
Director: Michael Nolan
Distributor:
Locations: Dallas

2009

16 AND PREGNANT

Type Of Project: TV Episode
Director:
Distributor: MTV
Locations: Dallas area

ANIMAL COPS - HOUSTON (7TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: Animal Planet
Locations: Houston area

WEDDING DAY

Type Of Project: TV Episode
Director:
Distributor: ABC
Locations: El Paso

48 HOURS INVESTIGATES

Type Of Project: TV Segment
Director:
Distributor: CBS
Locations: Houston

APART

Type Of Project: Feature (independent)
Director: Aaron Rottinghaus
Distributor:
Locations: Rosenberg, Richmond (Houston area)

WHIP IT

Type Of Project: Feature (independent)
Director:
Distributor: Searchlight
Locations: Austin

4TH AND LONG

Type Of Project: TV Series (network or cable)
Director: Brian Smith
Distributor: Spike TV
Locations: Dallas

APPARITION

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

WIFE SWAP

Type Of Project: TV Episode
Director:
Distributor: ABC
Locations: Houston area

A MIND OF ITS OWN

Type Of Project: Feature (independent)
Director: Jason Kabolati
Distributor:
Locations: Dallas area, Irving, Coppell

AROUND THE WORLD IN 80 DAYS

Type Of Project: TV Episode
Director:
Distributor: BBC
Locations: El Paso

WOMEN BEHIND BARS

Type Of Project: TV Episode
Director:
Distributor: Women's Entertainment Television
Locations: Houston area, Dallas area

AFTER SCHOOL SPECIAL

Type Of Project: Feature (independent)
Director: Lakisha R. Lemons
Distributor: Ari Star Entertainment
Locations: Houston area, Galveston

ASK THIS OLD HOUSE

Type Of Project: TV Episode
Director:
Distributor: PBS
Locations: Houston

WORLD FILM REPORT

Type Of Project: TV Segment
Director:
Distributor: Chinese Television
Locations: Houston area

AMERICA'S GOT TALENT

Type Of Project: TV Episode
Director:
Distributor:
Locations: Houston

AUSTIN CITY LIMITS (35TH SEASON)

Type Of Project: TV Series (network or cable)
Director: Gary Menotti
Distributor: PBS
Locations: Austin

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BANG FOR YOUR BUCK

Type Of Project: TV Episode

Director:

Distributor: HGTV

Locations: Austin

CHEATERS (10TH SEASON)

Type Of Project: TV Series (syndicated)

Director:

Distributor: Western International Syndication

Locations: Dallas

DESPIERTA AMERICA

Type Of Project: TV Episode

Director:

Distributor: Univision

Locations: Houston

BARNEY & FRIENDS (13TH SEASON)

Type Of Project: TV Series (network or cable)

Director:

Distributor:

Locations: Dallas area

CHERRY BOMB

Type Of Project: Feature (independent)

Director: Kyle Day

Distributor:

Locations: Austin area

DINERS, DRIVE-INS, AND DIVES

Type Of Project: TV Segment

Director:

Distributor: Food Network

Locations: Houston

BETWEEN KINGS AND QUEENS

Type Of Project: Feature (independent)

Director: Joy Dickson

Distributor:

Locations: Austin area

CIRCLE OF PAIN

Type Of Project: Feature (independent)

Director: Daniel Zirilli

Distributor: Lionsgate

Locations: Austin area, Kyle

DUE DATE

Type Of Project: Feature (studio)

Director: Todd Phillips

Distributor: Warner Bros. Pictures

Locations: Dallas area

BILLY BATES

Type Of Project: Feature (independent)

Director: Jennifer DeLia

Distributor:

Locations: Austin area

CONFLICT OF INTEREST

Type Of Project: Feature (independent)

Director: Q. Manning, John Sjogren

Distributor:

Locations: Kyle, Martindale (Austin area)

EARTHLING

Type Of Project: Feature (independent)

Director: Clay Liford

Distributor:

Locations: Dallas area

BLOOD SHOT

Type Of Project: Feature (independent)

Director: Dietrich Johnston

Distributor:

Locations: Flower Mound; Dallas

COWBOYS AND INDIANS

Type Of Project: TV Series (local)

Director:

Distributor: KTBU-TV

Locations: Houston

EN LA COCINA CON LAS ESTRELLAS

Type Of Project: TV Series (network or cable)

Director:

Distributor:

Locations: San Antonio

BOGGY CREEK

Type Of Project: Feature (independent)

Director: Brian Jaynes

Distributor:

Locations: Caddo Lake, Karnack

DALLAS COWBOYS CHEERLEADERS: MAKING THE TEAM (4TH SEASON)

Type Of Project: TV Series (network or cable)

Director:

Distributor: CMT

Locations: Dallas area

EXTREME MAKEOVER: HOME EDITION

Type Of Project: TV Episode

Director:

Distributor: ABC Television

Locations: El Paso

BORDER WARS

Type Of Project: TV Episode

Director:

Distributor: National Geographic Television

Locations: El Paso

DALLAS DIVAS & DAUGHTERS

Type Of Project: TV Series (network or cable)

Director:

Distributor: Style Network

Locations: Dallas area

FANTASY FACTORY

Type Of Project: TV Episode

Director:

Distributor: MTV

Locations: Houston

BREAKING THE PRESS

Type Of Project: Feature (independent)

Director: Andrew Stevens

Distributor:

Locations: Dallas area, Waxahachie

DALLAS DNA

Type Of Project: TV Series (network or cable)

Director: Jon Nutter

Distributor: Investigation Discovery

Locations: Dallas area

FIRST LOVE, SECOND CHANCE

Type Of Project: TV Episode

Director:

Distributor:

Locations: Houston

CARRIED AWAY

Type Of Project: Feature (independent)

Director: Tom Huckabee

Distributor:

Locations: Dallas / Fort Worth area

DANCING WITH THE STARS

Type Of Project: TV Segment

Director:

Distributor: ABC

Locations: Houston area, Dallas area

FIVE TIME CHAMPION

Type Of Project: Feature (independent)

Director: Berndt Mader

Distributor:

Locations: Austin area, Smithville

Film & TV Productions Made in Texas (1910 - 2009)

FRIDAY NIGHT LIGHTS (4TH SEASON)

Type Of Project: TV Series (network or cable)
Director:
Distributor: NBC/Universal
Locations: Austin area; Pflugerville; Del Valle

HEY WATCH THIS

Type Of Project: Feature (independent)
Director: Christian Charles
Distributor: D&E Entertainment
Locations: San Antonio

KEEPING UP WITH THE JONES

Type Of Project: TV Series (network or cable)
Director:
Distributor: Centric TV
Locations: Houston

FUN TO GROW

Type Of Project: TV Series (network or cable)
Director: Nathan Todd Sims
Distributor: Veria TV
Locations: Dallas area, Grapevine

HOARDERS

Type Of Project: TV Episode
Director:
Distributor: A&E Television Networks
Locations: San Antonio

KILLER SCHOOL GIRLS FROM OUTER SPACE

Type Of Project:
Director: Alexander Shumake
Distributor:
Locations: Austin, Taylor, Flatonia, Muldoon

GATOR 911

Type Of Project: TV Series (network or cable)
Director:
Distributor: CMT
Locations: Beaumont, TX

HOLIDATE

Type Of Project: TV Episode
Director:
Distributor: Buena Vista Television
Locations: Houston

LADY JOE

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

GHOST LAB

Type Of Project: TV Episode
Director:
Distributor: Discovery Channel
Locations: San Antonio

HOMESTRETCH

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Dallas area

LAST FLIGHT OF THE CHAMPION

Type Of Project: Feature (animated)
Director:
Distributor:
Locations: Houston

GODBOY

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

HOPE HELP HEAL'S TOUR OF GIVING

Type Of Project: TV Series (network or cable)
Director:
Distributor:
Locations: Dallas area, Fort Worth

LIFE: A DOCUMENTARY

Type Of Project: Feature (independent)
Director: Anthony Akiniz
Distributor:
Locations: Dallas area

GOING GOING GONE!

Type Of Project: TV Episode
Director:
Distributor: Discovery Home Channel
Locations: Houston

HORIZON

Type Of Project: TV Segment
Director:
Distributor: BBC
Locations: Houston

LOCKED UP ABROAD

Type Of Project: TV Episode
Director:
Distributor: National Geographic Channel
Locations: El Paso

GRIM

Type Of Project: Feature (independent)
Director: Adrian Santiago
Distributor:
Locations: Joshua (Dallas area)

HOW DO I LOOK

Type Of Project: TV Episode
Director:
Distributor: Style Network
Locations: Dallas area

LOONEY TUNES SHORTS

Type Of Project: Feature (animated)
Director: Matt O'Callaghan
Distributor: Warner Bros.
Locations: Dallas

GROUND BREAKERS

Type Of Project: TV Episode
Director:
Distributor: HGTV
Locations: Austin, Dallas

I DIDN'T COME HERE TO DIE

Type Of Project: Feature (independent)
Director: Bradley Scott Sullivan
Distributor:
Locations: Austin area

MACHETE

Type Of Project: Feature (studio)
Director: Ethan Maniquis, Robert Rodriguez
Distributor: Sony Pictures
Locations: Austin area

HEART LAND

Type Of Project: Feature (independent)
Director: Fred Holmes
Distributor:
Locations: Dallas area

ICD-10

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston area, Sugar Land

MAGGIE'S PASSAGE

Type Of Project: Feature (independent)
Director: Mike Norris
Distributor:
Locations: Dallas area

JUDGE ALEX (5TH SEASON)

Type Of Project: TV Series (syndicated)
Director:
Distributor: 20th Century Fox
Locations: Houston

Film & TV Productions Made in Texas (1910 - 2009)

MAN V. FOOD

Type Of Project: TV Episode
Director:
Distributor: Travel Channel
Locations: San Antonio

MONSTERQUEST

Type Of Project: TV Episode
Director:
Distributor: History Channel
Locations: El Paso

PRISON WIVES

Type Of Project: TV Episode
Director:
Distributor: Investigation Discovery Channel
Locations: Houston

MANGUS!

Type Of Project: Feature (independent)
Director: Ash Christian
Distributor:
Locations: Waxahachie (Dallas area)

MONSTERS INSIDE ME

Type Of Project: TV Episode
Director:
Distributor: Animal Planet
Locations: San Antonio

PROPERTY VIRGINS

Type Of Project: TV Episode
Director:
Distributor: HGTV
Locations: Austin, Dallas

MARFA RED

Type Of Project: Feature (independent)
Director: Roberto Minervini
Distributor:
Locations: Houston

ON THE ROAD IN AMERICA

Type Of Project: TV Episode
Director:
Distributor: New Line Television
Locations: Dallas area

PSYCHIC INVESTIGATORS

Type Of Project: TV Episode
Director:
Distributor: Biography Channel
Locations: Dallas area

MARRIED MEN AND SINGLE WOMEN

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

OPEN SEASON 3

Type Of Project: Feature (animated)
Director: Cody Cameron
Distributor: Sony Pictures
Locations: Dallas

QUIERO MI BODA

Type Of Project: TV Episode
Director:
Distributor: MTV Tr3s
Locations: San Antonio

MINUTEMAN

Type Of Project: Feature (independent)
Director: Mark Millhone
Distributor:
Locations: Dallas area

PARADISE RECOVERED

Type Of Project: Feature (independent)
Director: Storme Wood
Distributor:
Locations: Austin, TX

RAISING SEXTUPLETS

Type Of Project: TV Episode
Director:
Distributor: Women's Entertainment Television
Locations: El Paso

MNEMOSYNE RISING

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

PARIS HILTON'S MY NEW BFF

Type Of Project: TV Segment
Director:
Distributor: MTV
Locations: Dallas area

RANDY JACKSON PRESENTS AMERICA'S BEST DANCE CREW

Type Of Project: TV Segment
Director:
Distributor: MTV
Locations: Houston

MODERN LOVE

Type Of Project: TV Episode
Director:
Distributor: Women's Entertainment Television
Locations: Houston

PARTY MAMAS

Type Of Project: TV Episode
Director:
Distributor: Women's Entertainment Television
Locations: Houston

REACH FOR THE SKY

Type Of Project: Feature (independent)
Director: Alan Chan
Distributor:
Locations: Dallas area, Glen Rose, Nemo

MOMENT OF LUXURY

Type Of Project: TV Episode
Director:
Distributor:
Locations: Houston

PINKS: ALL OUT

Type Of Project: TV Episode
Director:
Distributor: Speed Channel
Locations: Dallas area

REAL WORLD CANCUN REUNION

Type Of Project: TV Segment
Director:
Distributor: MTV
Locations: Houston

MONGOLIAN DEATH WORM

Type Of Project: Feature (independent)
Director: Steven R. Monroe
Distributor:
Locations: Dallas area

PLAYING HOUSE

Type Of Project: Feature (independent)
Director: Tom Vaughan
Distributor:
Locations: Houston

RED WHITE & BLUE

Type Of Project: Feature (independent)
Director: Simon Rumley
Distributor:
Locations: Austin area

PREDATORS

Type Of Project: Feature (studio)
Director: Nimród Antal
Distributor: 20th Century Fox
Locations: Austin area

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RENT A CAR

Type Of Project: Feature (independent)
Director: Marcus Jones, Lakisha R. Lemons
Distributor:
Locations: Houston area, Spring

SHORT MEN ARE BETTER IN BED

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston area

THE BITE

Type Of Project: TV Segment
Director:
Distributor:
Locations: Dallas

RESILIENT

Type Of Project: Feature (independent)
Director: Sean Fine, Andrea Nix
Distributor:
Locations: El Paso

SHUT YOUR BLOG OFF

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

THE CLETO SHOW

Type Of Project: TV Series (local)
Director:
Distributor: Time Warner San Antonio
Locations: San Antonio

REVENANT

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

SODOM: THE PROPHECY ARMAGEDDON

Type Of Project: Feature (independent)
Director: Raul V. Carrera
Distributor:
Locations: Austin area, Georgetown, New Braunfels, Pflugerville, Bastrop

THE DEEP END

Type Of Project: TV Series (network or cable)
Director:
Distributor: ABC
Locations: Dallas area

RISING STARS

Type Of Project: Feature (independent)
Director: Daniel Millican
Distributor:
Locations: Dallas area, Fort Worth

SPILT MILK

Type Of Project: Feature (independent)
Director: Blake Calhoun
Distributor:
Locations: Dallas area

THE DR. OZ SHOW

Type Of Project: TV Episode
Director:
Distributor: Sony Pictures Television
Locations: Houston

ROCKSIDE TELEVISION

Type Of Project: TV Series (local)
Director:
Distributor: KPXD-TV
Locations: Dallas

SPLIT ENDS

Type Of Project: TV Episode
Director:
Distributor: Style Network
Locations: Dallas area

THE DRY LAND

Type Of Project: Feature (independent)
Director: Ryan Piers Williams
Distributor: Maya Releasing
Locations: El Paso

ROSS MACKENZIE'S REDEMPTION ON THE WEST TEXAS BARBECUE TRAIL

Type Of Project: Feature (independent)
Director: Adam Tate
Distributor:
Locations: Austin area, Taylor

SUPER NANNY

Type Of Project: TV Episode
Director:
Distributor: ABC
Locations: San Antonio

THE FIFTH COLUMN

Type Of Project: Feature (independent)
Director:
Distributor:
Locations: Houston

SAMANTHA BROWN: PASSPORT TO GREAT WEEKENDS

Type Of Project: TV Episode
Director:
Distributor: Travel Channel
Locations: Dallas area

THE BACHELORETTE

Type Of Project: TV Segment
Director:
Distributor: ABC
Locations: Dallas area

THE FINAL

Type Of Project: Feature (independent)
Director: Joey Stewart
Distributor: After Dark Films
Locations: Dallas area, Irving, McKinney

SHARK TANK

Type Of Project: TV Segment
Director:
Distributor: ABC
Locations: Dallas area

THE BEST THING I EVER ATE

Type Of Project: TV Episode
Director:
Distributor: Food Network
Locations: El Paso

THE FIRST 48: AFTER THE FIRST 48

Type Of Project: TV Episode
Director:
Distributor: A&E
Locations: Dallas area

SHOOTING STARS

Type Of Project: TV Pilot (independent)
Director:
Distributor:
Locations: Houston

THE BIGGEST LOSER

Type Of Project: TV Segment
Director:
Distributor: NBC
Locations: Houston area, Dallas area

THE GOOD FIGHT: JAMES FARMER REMEMBERS THE CIVIL RIGHTS MOVEMENT

Type Of Project: Feature (independent)
Director: Jessica Schoenbaechler
Distributor:
Locations: Dallas area, Greenville

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THE GREAT AMERICAN MOON ROCK CAPER

Type Of Project: Feature (independent)

Director:

Distributor:

Locations: Houston

TOP CHEF MASTERS

Type Of Project: TV Segment

Director:

Distributor: Bravo

Locations: Houston

WILDERNESS

Type Of Project: Feature (independent)

Director: Scooter Downey

Distributor:

Locations: Austin area, Elgin

THE HIGH SCHOOLER'S GUIDE TO COLLEGE PARTIES

Type Of Project: Feature (independent)

Director: Patrick Johnson

Distributor:

Locations: Dallas area

TRUE BLOOD

Type Of Project: TV Episode

Director:

Distributor: HBO

Locations: Dallas area

WOMEN BEHIND BARS

Type Of Project: TV Segment

Director:

Distributor: Women's Entertainment Television

Locations: Houston, San Antonio

THE LEGEND OF HELL'S GATE: AN AMERICAN CONSPIRACY

Type Of Project: Feature (independent)

Director: Tanner Beard

Distributor:

Locations: Boerne (San Antonio area), Granbury, Acton (Dallas / Fort Worth area), Palo Pinto, Lipan, Graford, Gordon, Coupland (Austin area)

UFO HUNTERS

Type Of Project: TV Episode

Director:

Distributor: History Channel

Locations: Houston

UNDERCOVER BOSS

Type Of Project: TV Pilot (network or cable)

Director:

Distributor:

Locations: Houston area

THE LITTLE COUPLE

Type Of Project: TV Episode

Director:

Distributor: The Learning Channel

Locations: Houston

UNDERCOVER BOSS

Type Of Project: TV Episode

Director:

Distributor:

Locations: Dallas area

THE MARRIAGE REF

Type Of Project: TV Segment

Director:

Distributor: NBC

Locations: Houston area, Dallas area

UNTITLED MTV FILMS FEATURE - 2ND UNIT

Type Of Project: Feature (studio)

Director:

Distributor: MTV Films

Locations: Houston

THE NAUGHTY KITCHEN WITH CHEF BLYTHE BECK

Type Of Project: TV Series (network or cable)

Director:

Distributor: Oxygen

Locations: Dallas area

UPON A MIDNIGHT CLEAR

Type Of Project: Feature (independent)

Director: Arik Renee Avila

Distributor:

Locations: Austin area

THE PRINCIPAL'S OFFICE

Type Of Project: TV Episode

Director:

Distributor: TruTV

Locations: Dallas area

WHO DO YOU THINK YOU ARE?

Type Of Project: TV Episode

Director:

Distributor: NBC

Locations: Dallas area

THE WICKER TREE

Type Of Project: Feature (independent)

Director: Robin Hardy

Distributor:

Locations: Dallas area

WIFE SWAP

Type Of Project: TV Episode

Director:

Distributor: ABC

Locations: Houston

TICKED OFF TRANNIES WITH KNIVES

Type Of Project: Feature (independent)

Director: Israel Luna

Distributor:

Locations: Dallas area



Glossary of Terms



There are many job descriptions on any film project. As a community representative, you're most likely to come into contact with the ones listed below. For a comprehensive list, see the [Internet Movie Database Glossary](#)

Buyer - Works for the Art Department; responsible for buying/renting props, costumes, furniture and other items that appear on camera.

Casting Director - Responsible for hiring the actors and extras for the film.

Craft Services - On-set snacks and beverages for the cast and crew. Separate from catering, which provides full meals.

Construction Coordinator - Responsible for coordinating construction and details of the set, including furniture, working props, models and miniatures.

Director - Responsible for the overall cinematic vision of the film; orchestrating the performance by the actors; and managing all creative elements of the production.

Director of Photography / Cinematographer (D.P.) - Head of the Camera Department. Responsible for the look of the film; working with Director, Producer, Production Designer, and Visual Effects Supervisor to create visual representation of script; selecting camera, film stock, lenses, lighting style and color scheme; and setting composition of each shot.

Line Producer - See Production Manager for a very similar job description.

Location Manager - Responsible for managing the filming locations; acting as the representative of the Production Company for the filming locations; negotiating with property owners on price and type of activity; and securing necessary permits.

Location Scout - Responsible for finding locations for the film during pre-production; and prepares photographs of possible locations for review by the Director and Production Designer

Producer - Responsible for overseeing all phases of production for financial and managerial control; working with the Production Company throughout the filmmaking process to ensure that production is completed on time and on budget; and providing the Director with the needed production personnel.

Production Assistant (P.A.) - the entry-level position on the crew. PAs handle an assortment of odd jobs and errands in the office and on the set.

Production Designer - The "architect" of the physical appearance of the set. Responsible for planning and overseeing the creation of the sets, scenery, costumes, and other items that appear in front of the camera. The Art Director reports to the Production Designer.

Production Manager / Unit Production Manager (U.P.M) - Head of the Production Office. Responsible for keeping track of the budget; approving schedules and call sheets; and hiring and firing crew.

Property Master - Responsible for the procurement, placement and maintenance of set props, hand props and action props. Props are items that are used by an actor; set dressing are items that appear on camera but are not used by an actor.

Set Decorator - Head of the Set Dressing Department. Responsible for working with the Production Designer on set design and decoration; overseeing the dressing of the set with appropriate items; and managing the acquisition of set items.

Transportation Coordinator - Head of the Transportation Department. Responsible for being liaison between other departments and the Transportation Department; and scheduling and coordinating drivers for actors and crew, to and from set.