NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

MONDAY, AUGUST 2, 2010

7:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, August 2, 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 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 Bob Webb, Rosehill United Methodist 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 – "THS Cougar Football Kickoff Day" – August 14, 2010

6.0 Reports and Announcements

- August 2-10, 2010 -- **Early Voting** for **Special Election** on August 14, 2010
  - August 2 - 7:45 a.m. – 5:00 p.m.
  - August 3 - 7:45 a.m. – 7:45 p.m.
  - August 4 - 7:45 a.m. – 5:00 p.m.
  - August 5 - 7:45 a.m. – 5:00 p.m.
  - August 6 - 7:45 a.m. – 4:00 p.m.
  - August 9 - 7:45 a.m. – 5:00 p.m.
  - August 10 - 7:45 a.m. – 7:45 p.m.
- August 2, 2010 – Public Hearing for Proposed FY2010-2011 Budget
- August 5, 2010 – **Mayor's Coffee**, Main Street Crossing – 5:30 p.m.-7:00 p.m.
- August 6, 2010 – *38th Annual Tomball Night*
- **August 14, 2010 - Special Election** – City Hall, 7:00 a.m.-7:00 p.m.
- August 14, 2010 – **Farmers Market** – 8:00 a.m.
- August 14, 2010 – **2nd Saturday at the Depot**, 6:00 p.m.
- August 16, 2010 – Appointments to Tomball Hospital Authority for Terms Expiring 8/31/2010 and (1) unexpired term
- *Walk Tomball!* (Every Saturday at 8:00 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
  - **Status of draft agreement with Klein Independent School District**
    KISD contacted the City via written correspondence received May 13, 2010, copy attached. E&P contacted KISD and their consultant via email, recommending that KISD prepare a draft Interlocal Agreement (ILA), reference attached email dated 06-11-10. A meeting was held with KISD for further review of their letter previously mentioned June 22, 2010. Based on their correspondence, it was recommended during the meeting that a service agreement plan may be more appropriate vs an ILA. No further correspondence or draft agreements have been received by E&P
  - **Installed pump capacities of Water Wells #5 and #6**
    Well Pump No 5 is capable of producing 700 gpm and Well Pump No. 6 is capable of producing 550 gpm, based on the pump manufacture's literature. The project includes three 1000 gpm booster pumps and a 500K gallon ground storage tank.

7.0 Approve the Minutes of the following City Council meetings:

- Regular City Council Meeting of July 19, 2010
- Special City Council Meeting of July 26, 2010
- Special City Council Meeting of July 27, 2010
- Special City Council Meeting of July 29, 2010

8.0 New Business:

8.1 Adopt, on First and Only Reading, Ordinance No. 2010-13, an Ordinance of the City Council of the City of Tomball, Texas, Authorizing the Issuance and Sale of City of Tomball, Texas, General Obligation Refunding Bonds, Series 2010; Levying a Tax in Payment Thereof; Authorizing the Execution and Delivery of a Paying Agent/Registrar Agreement; Approving the Official Statement; and Enacting Other Provisions Relating Thereto

8.2 Submission of the Proposed FY2010-2011 Budget by City Manager to Council and Public Hearing on the Proposed FY2010-2011 Budget

8.3 Adopt, on First Reading, Ordinance No. 2010-17, an Ordinance of the City Council of the City of Tomball, Texas, Adopting the Budget for the City of Tomball, Texas, for Fiscal Year 2010-2011; and Authorizing the City Manager to Approve Intra-departmental (within the same Department only) Transfers of Budgeted Funds; and Providing other Details Relating to the Passage of This Ordinance

8.4 Authorize the City of Tomball's Participation with Gulf Coast Coalition of Cities in Class Action against CenterPoint regarding Proposed Rate Increase and Approve Resolution No. 2010-15, a Resolution of the City of Tomball, Texas, approving Cooperation with the Gulf Coast Coalition of Cities to Review Centerpoint Energy Houston Electric LLC's requested Rate Change, to Hire Legal and Consulting Services, and to Negotiate with the Company and Direct any Necessary Litigation and Appeals; Finding that the Meeting at which this Resolution is passed is open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel

8.5 Approve Request by WCA Waste Corporation for an Annual CPI Adjustment, to become effective October 1, 2010.

8.6 Approve Request by ABI Wreckers of Tomball to Participate in the City of Tomball Emergency Wrecker Rotation List

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 30th day of July 2010 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Doris Speer*____________________
Doris Speer
City Secretary, TRMC

This facility is wheelchair accessible and accessible parking spaces are available Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 2, 2010

Topic:

Background:

Origination:

Recommendation:

Funding:

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

ACTION TAKEN

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 2, 2010

Topic:

- Proclamation – "THS Cougar Football Kickoff Day" – August 14, 2010

Background:

Origination:

Recommendation:

Funding:

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

ACTION TAKEN

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

ATTACHMENTS:

THS Cougar Football Kickoff Day

Office of the Mayor

Tomball, Texas

Proclamation

WHEREAS, football games provide the "Friday night lights" in Tomball's high schools, offering down-to-the wire exhilaration as the players scramble for every inch gained;

WHEREAS, football is the quintessential expression of small-town Texas; and

WHEREAS, the members of the **Tomball High School Cougar football team** give their all in every game, expressing the heart and character of Tomball; and

WHEREAS, **Tomball Independent School District** and the **City of Tomball** wish to honor the role that the **Tomball High School Cougars** play in student and community life in Tomball, teaching sportsmanship and the spirit of competition and furthering physical fitness and well-being through healthy involvement with other youngsters under the guidance and leadership of responsible adults; and

WHEREAS, players, managers, coaches, officials, parents, referees, and countless others work together in an atmosphere of wholesome community activity; and

WHEREAS, **Tomball Independent School District** and the **City of Tomball** wish to "fire up" a spirit of support for the **THS Cougar Football Team** with special festivities during the 2nd Saturday at the Depot;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, do hereby proclaim Saturday, August 14, 2010 as:

"THS COUGAR FOOTBALL KICKOFF DAY"

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

ATTEST:

DATE: July 30, 2010

Regular City Council Agenda Item Data Sheet

Meeting Date: August 2, 2010

Topic:

- August 2-10, 2010 -- **Early Voting** for **Special Election** on August 14, 2010
  - August 2 - 7:45 a.m. – 5:00 p.m.
  - August 3 - 7:45 a.m. – 7:45 p.m.
  - August 4 - 7:45 a.m. – 5:00 p.m.
  - August 5 - 7:45 a.m. – 5:00 p.m.
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Background:

Origination:

Recommendation:

Funding:

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

City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Special Election - August 14, 2010
Mayor's Coffee - August 5, 2010
Farmers Market
2nd Saturday at the Depot
KISD Request
Email to KISD - 6/12/10

Tomball City Election

Election Day is August 14, 2010 —7:00 a.m.-7:00 p.m.

Early Voting—August 2-10, 2010

Mayor's Coffee

Thursday, August 5, 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:

CLIFTON DODSON SORTINO LLP ATTORNEYS AT LAW

Gretchen Fagan
Mayor

TOMBALL FARMERS MARKET TEXAS

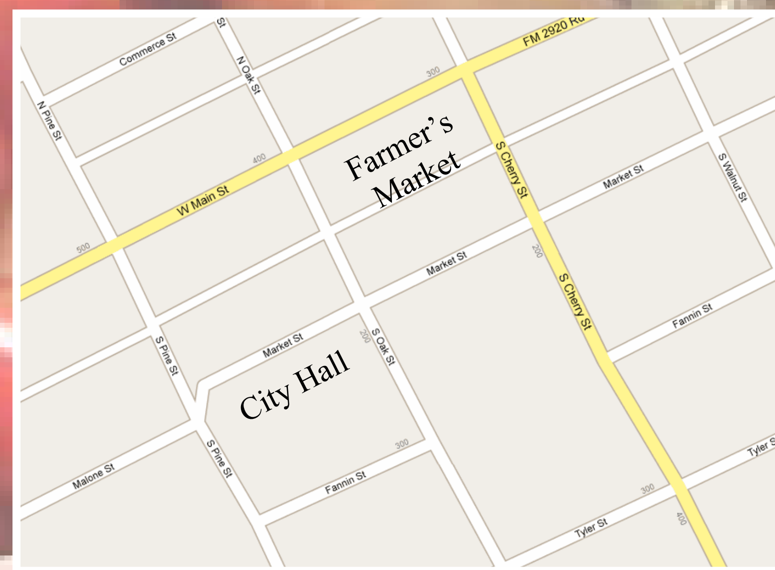
Bringing the farmers back to the community!

Come enjoy the Tomball Farmer's Market! We'll have produce, prepared foods and crafts for you to purchase.

Located at the corner of Cherry & FM 2920

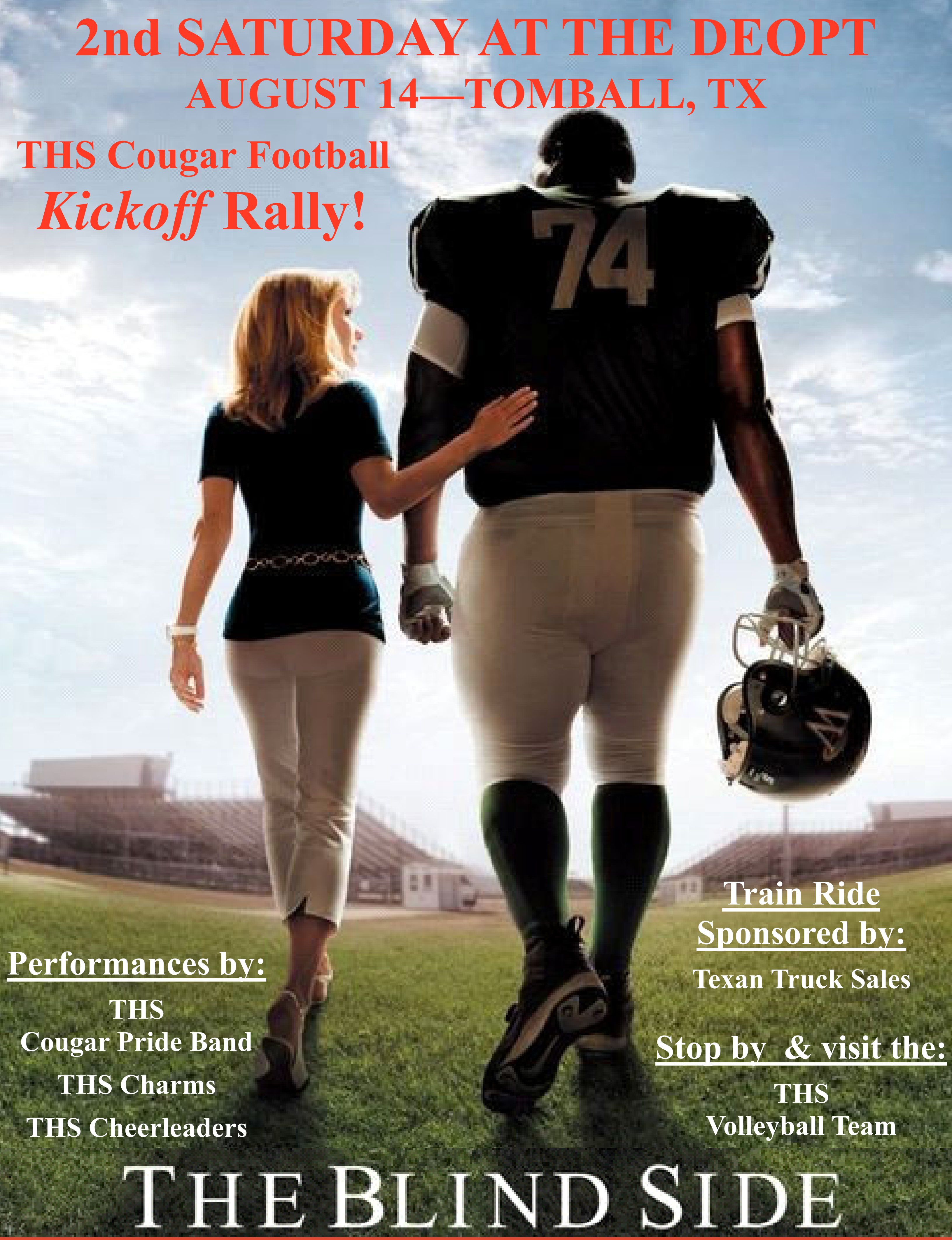
Now open on the 2nd & 4th Saturday of every month!

Market opens at 9 AM!



2nd SATURDAY AT THE DEOPT

AUGUST 14—TOMBALL, TX



THS Cougar Football
Kickoff Rally!

Performances by:

THS
Cougar Pride Band

THS Charms

THS Cheerleaders

Train Ride Sponsored by:

Texan Truck Sales

Stop by & visit the:

THS
Volleyball Team

HISTORIC TOMBALL DEPOT PLAZA

201 South Elm ~ One block south of Main Street
Opens at 6:30 PM ~ Movie begins at dark

Free family entertainment for all ages
Bring your lawn chairs
Concessions available
No Glass Containers!

Help Abandoned Animal Rescue!

Bring caned dog & cat food donations.

For more information, please call
Rosalie Dillon at 281-610-2595

Help Abandoned Animal Rescue!

Bring caned dog & cat food donations.

In case of rain, event will be held at the Tomball Community Center—221 Market Street

Klein ISD
Reaching Higher

Klein Independent School District

Facility & School Services
7200 Spring-Cypress Road
Klein, Texas 77379-3215

Christal Kliewer
City of Tomball
401 Market Street
Tomball, Texas 77375

RECEIVED
MAY 13 2010
By

Re: Request for Utility Service
Bernshausen Elementary School (aka Elementary No. 28)
Klein ISD

Dear Ms. Kliewer:

As you are aware, Klein Independent School District ("Klein") proposes to construct an elementary school, an intermediate and high school on the 157.58 acre tract located at the southeast corner of Hufsmith-Kohrville Road and FM 2920. The first school to be designed and constructed is the Bernshausen Elementary School, also known as Elementary School No. 28. The proposed elementary school has a projected opening date of August 2011. Numerous items need to be addressed in order to open the school. The major items pertinent to Klein are listed below:

- Negotiate a utility service agreement with the City of Tomball ("Tomball").
- Design and construct a waterline extension from Hufsmith-Kohrville Road along Mahaffey Road to the site including acquisition of easements and preparation of easement documents. Obtain approvals and permits from Tomball and Harris County.
- Design and construct a gas line extension from Hufsmith-Kohrville Road along Mahaffey Road to the site including acquisition of easements and preparation of easement documents. Obtain approvals and permits from Tomball and Harris County.
- Design and construct a sanitary sewer lift station and force main including acquisition of easements and preparation of easement documents. Obtain approvals and permits from Tomball and Harris County.
- Complete the construction documents for the elementary school buildings and onsite infrastructure. Submit the appropriate drawings to Tomball and Harris County for review, approval and permitting.

We attached an exhibit to this letter offering Klein's proposal for acquiring utility service for Bernshausen Elementary School and ultimately for the entire 157 acres and request an opportunity to meet to discuss the proposal, the timing of the negotiations and your understanding of Tomball's process for presenting an agreement to City Council for their ultimate approval.

Robert N. Robertson • Associate Superintendent • rrobertson1@kleinisd.net
832.249.4520 • http://www.kleinisd.net • Fax: 832.249.4028

Thank you in advance for your assistance and cooperation. I will contact you in the next couple of days to arrange a meeting to conclude the discussions on the utility service agreement.

Sincerely,

Robert N. Robertson

Robert N. Robertson

Attachment

cc: Michelle Morris, RMG, LLP
Ed Shackelford, Jones & Carter
Mark McClure, P.E., City of Tomball

Robert N. Robertson • Associate Superintendent • rrobertson1@kleinisd.net
832.249.4520 • http://www.kleinisd.net • Fax: 832.249.4028

Bernshausen Elementary School
Klein Independent School District
Proposal for Utility Service

Annexation/Extra-territorial Jurisdiction:

1. Klein proposes to remain in Tomball's extra-territorial jurisdiction.
2. Klein proposes Tomball take the lead in pursuing the ETJ line discussions and actions with the City of Houston. Klein further proposes to provide Tomball with a legal description of the Klein property and will rely on Tomball to address all communication and prepare the legal description for the potential ETJ line change.
3. Klein proposes to comply with Tomball's development ordinances, building codes and permitting requirements that affect public health and safety in the extra-territorial jurisdiction.

Water System:

1. Klein proposes to pay their pro-rata share of capital recovery expenses for existing water plant and water system capacity per each school and at the time each school is developed. Klein's requested initial capacity is 15,000 gallons per day.
2. Klein proposes to reasonably provide two (2) year notification to Tomball for additional capacity requests.
3. Klein proposes to design and construct a public waterline extension on Mahaffey Road from Hufsmith-Kohrville Road to the elementary school at Klein's expense. The waterline design and construction will be per Tomball's design criteria with the intention Tomball will accept the waterline for ownership, operation and maintenance. Additional public waterline construction or extension may be necessary at the time the future schools are developed.
4. Klein proposes to locate the waterline in a public easement adjacent and parallel to the Mahaffey Road right of way. The waterline easement would be prepared and acquired at Klein's expense and exclusive for waterline use only. An easement would be granted conveying rights to Tomball to order to allow access, operation and maintenance of the waterline.
5. Klein proposes as other entities connect to the waterline extension Klein be reimbursed a pro-rata share of the project cost based on the capacity of the waterline.
6. Klein proposes any future plant and/or water system capacity needed to serve future Klein facilities be acquired based on the then current price of said capacity. Should Tomball's existing plant facilities need to be expanded in order to provide the service, then Klein proposes to pay their pro-rata share of the plant expansion costs. The pro-rata share amount is calculated based on Klein's requested capacity increase versus the capacity of the expansion multiplied by the cost of the expansion. The cost of the capacity includes engineering services, construction costs, and land costs if acquisition was required for the expansion.

Robert N. Robertson • Associate Superintendent • rrobertson1@kleinisd.net
832.249.4520 • http://www.kleinisd.net • Fax: 832.249.4028

Sanitary Sewer System:

1. Klein proposes to pay their pro-rata share of capital recovery expenses for existing sewer plant and sewer system capacity per each school and at the time each school is developed. Klein's requested initial capacity is 13,000 gallons per day.
2. Klein proposes to reasonably provide two (2) year notification to Tomball for additional capacity requests.
3. Klein proposes to design and construct a public sanitary sewer lift station and public force main at Klein's expense to transport the sewage from the elementary school site to Tomball's gravity sanitary sewer line located in the Hufsmith-Kohrville Road right of way. The lift station and force main will be sized to accommodate all of Klein's proposed facilities and designed and constructed to Tomball's design criteria with the intent Tomball will accept the lift station and force main for ownership, operation and maintenance.
4. Klein proposes to locate the lift station on the elementary school site and convey an easement to Tomball for access, operation and maintenance of the lift station. Additionally, Klein proposes to locate the force main in a public easement adjacent and parallel the Mahaffey Road right of way. The easement would be exclusive for the force main use only. An easement conveying rights to Tomball would be granted in order to allow access, operation and maintenance of the lift station and force main.
5. Klein proposes as other entities connect to the lift station Klein be reimbursed a pro-rata share of the project cost.
6. Klein proposes any future plant and/or sanitary system capacity needed to serve future Klein facilities be acquired based on the then current price of said capacity. Should Tomball's existing plant facilities need to be expanded in order to provide the service, then Klein proposes to pay their pro-rata share of the plant expansion costs. The pro-rata share amount is calculated based on Klein's requested capacity increase versus the capacity of the expansion multiplied by the cost of the expansion. The cost of the capacity includes engineering services, construction costs, and land costs if acquisition was required for the expansion.

Robert N. Robertson • Associate Superintendent • rrobertson1@kleinisd.net
832.249.4520 • http://www.kleinisd.net • Fax: 832.249.4028

Gas System:

1. Klein proposes to design and construct a gas line at Klein's expense along Mahaffey Road between Hufsmith-Kohrville Road and the elementary school site and the gas line will be designed and constructed per Tomball's criteria with the intent Tomball will accept ownership, operation and maintenance.
2. Klein requests the initial capacity be 2,500 ccf/month.
3. Klein proposes as other entities connect to the gas line Klein be reimbursed a pro-rata share of the project cost.

Mahaffey Road:

1. Klein proposes to design and construct turn lanes in the immediate vicinity of Bernshausen Elementary School to accommodate turning movements and minimize congestion at Klein's expense per Harris County's approval of the traffic engineering study prepared by Traffic Engineers Inc. dated January 2010.

Drainage/HCFCD Unit M116-00-00:

1. Klein proposes to pass the current public drainage that flows through the Klein tract.
2. Klein proposes to design and construct HCFCD Unit M116-00-00 to HCFCD standards with the intention HCFCD would accept ownership, operation and maintenance of the drainage facility.
3. Klein also proposes to incorporate stormwater detention into the HCFCD Unit No. M116-00-00 improvements.

Robert N. Robertson • Associate Superintendent • rrobertson1@kleinisd.net
832.249.4520 • http://www.kleinisd.net • Fax: 832.249.4028

Doris Speer

From: Mark McClure
Sent: Friday, June 11, 2010 3:52 PM
To: Ed Shackelford
Subject: RE: KISD Utility Extension Request
Attachments: KISDOfferRequest05-12-10.pdf

Ed, I recommend that you contact KISD and discuss preparing a draft Interlocal Agreement (ILA) incorporating the attached for the City to review.

Mark A. McClure, P.E.
City of Tomball
Director of Engineering & Planning
501 James Street
Tomball, Texas 77375
(281) 290-1412
Fax: (281) 351-4735
mmcclure@ci.tomball.tx.us

From: Mark McClure
Sent: Thursday, May 27, 2010 1:42 PM
To: 'Ed Shackelford'
Subject: FW: KISD Utility Extension Request

Ed, FYI. I have not received directions or responses to advancing the KISD request. I have recommended to Christal that we request an ILA from KISD with definitive information (ie, codifying or including the information provided outlined in their correspondence dated May 12, 2010).

Mark A. McClure, P.E.
City of Tomball
Director of Engineering & Planning
501 James Street
Tomball, Texas 77375
(281) 290-1412
Fax: (281) 351-4735
mmcclure@ci.tomball.tx.us

From: Mark McClure
Sent: Wednesday, May 19, 2010 11:45 AM
To: Christal Kliewer
Subject: RE: KISD Utility Extension Request

Yes, I received a copy. I have read their correspondence. They were fairly clear on what they are offering, although I agree with you that they are not stepping up to address all of the issues (i.e., Medical Complex, traffic, etc.). I recommend we call Robert Robertson and Ed Shackelford and talk about their timeline. To advance the ILA, they need to provide in a draft ILA and provide definitive detail.

Mark A. McClure, P.E.
City of Tomball
Director of Engineering & Planning
501 James Street
Tomball, Texas 77375
(281) 290-1412
Fax: (281) 351-4735
mmcclure@ci.tomball.tx.us

From: Christal Kliewer
Sent: Wednesday, May 19, 2010 9:13 AM
To: Mark McClure
Subject: KISD Utility Extension Request

Mark,

I received KISD proposal Monday night. It shows that you were sent a courtesy copy. Did you receive it? Have you reviewed it? If not, will you be prepared to discuss it next week? We need to review it as a team in comparison to both operations and council's direction and provide a response. I have only previewed it, but they didn't address council's specific "concerns" regarding public safety and a couple of other things. We also need to work with them to draft it into agreement language not just a letter.

Others,
Here is a copy of KISD's response to Council request for a participation proposal for KISD's utility extension request. Please review.
We will meet to discuss comments and next steps. I will notify of meeting date as soon as possible.

Thanks,
clk

Christal L. Kliewer
Assistant City Manager
City of Tomball, TX

281-290-1009
ckliewer@ci.tomball.tx.us

"Go into the world and do well. But more importantly, go into the world and do good." --Minor Myers, Jr.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 2, 2010

Topic:

Approve the Minutes of the following City Council meetings:

- Regular City Council Meeting of July 19, 2010
- Special City Council Meeting of July 26, 2010
- Special City Council Meeting of July 27, 2010
- Special City Council Meeting of July 29, 2010

Background:

Origination:

Recommendation:

Funding:

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

ACTION TAKEN

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

ATTACHMENTS:

Minutes - Regular Meeting, July 19, 2010

Minutes - Special Meeting, July 26, 2010

Minutes - Special Meeting, July 27, 2010

Minutes - Special Meeting, July 29, 2010

MINUTES OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

MONDAY JULY 19, 2010

7:00 P.M.

1.0 Call to Order

The meeting was called to order by Mayor Pro Tem David Quinn. Other members present were:

Councilman Stoll
Councilman Townsend
Councilman Brown

Members absent:

Mayor Fagan – Excused Absence

Others present:

City Manager – George Shackelford
Assistant City Manager – Christal Kliewer
City Secretary – Doris Speer
City Attorney – Scott Bounds
Fire Chief – Randy Parr
Police Chief – Robert Hauck
Finance Director – Glenn Windsor
Director of Public Works – David Kauffman
Director of Engineering & Planning – Mark McClure
Assistant to City Manager – Shawn Cox
HR Director – Lisa Coe

2.0 Invocation

- Led by Pastor James Polnick, Life Point Church

3.0 Pledges to U. S. and Texas Flags

- Led by David Quinn, Mayor Pro Tem

4.0 The following public comments were received:

Dawna Dyson 903 Scenic Trail, 77375	-	Presented information regarding the 1st Annual Tomball Area Health Expo and Diabetes Awareness Community Walk, to be held on Saturday, October 16, 2010
Michael Gatlin 31406 Capella, 77375	-	Expressed his support for the day labor site; congratulated Council for efforts to find alternate funding; requested that the news media investigate funds provided to GTACC by the City.
Judge Robert Hinojosa 312th Family District Court Harris County	-	Introduced himself to Council and audience
Derek Townsend Councilmember, 77375	-	Thanked Police Department and Fire Department for excellent response to structure fire that occurred on Friday evening, July 16, 2010

5.0 Presentation:

- Mayor Pro Tem Quinn presented a proclamation proclaiming the 6th Annual Employee Appreciation Week, July 26-30, 2010 to Lisa Coe and numerous City employees.

6.0 Reports and Announcements:

- July 24, 2010 – **Farmers Market** – 8:00 a.m.
- July 26-27, 2010 – Budget Workshops – 4:00 p.m. – possible additional workshop on July 29, 2010
- August 2-10, 2010 -- **Early Voting** for **Special Election** on August 14, 2010
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- ***Walk Tomball!*** (Every Saturday at 8:00 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 thanked everyone for a successful benefit for Paul Overcast, Tomball Police Officer – will advise results of benefit at a later date
  - Mark McClure provided an update regarding research being conducted regarding the slope failure on Gary Smith's property, located at 31422 Rigel Court.

7.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the Regular City Council Meeting of July 6, 2010.

Motion carried unanimously.

8.0 Old Business:

8.1 Motion was made by Councilman Townsend, second by Councilman Brown, to adopt, on Second Reading, Ordinance No. 2010-14, an Ordinance of the City Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number One (Pine Country of Tomball Subdivision). Vote was as follows:

Councilman Brown	Aye
Councilman Townsend	Aye
Councilman Quinn	Aye
Councilman Stoll	Aye

Motion carried unanimously.

8.2 Motion was made by Councilman Stoll, second by Councilman Townsend, to adopt, on Second Reading, Ordinance No. 2010-15, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Pine Country of Tomball Subdivision, Section Two Properties, within the City of Tomball Public Improvement District Number One; and Making Certain Findings Related Thereto. Vote was as follows:

Councilman Townsend	Aye
Councilman Quinn	Aye
Councilman Stoll	Aye
Councilman Brown	Aye

Motion carried unanimously.

9.0 New Business**:**

9.1 Mark McClure presented an overview of the proposed Resolution. Motion was made by Councilman Stoll, second by Councilman Brown, to Adopt Resolution No. 2010-14, a

Resolution of the City Council of the City of Tomball, Texas, Making Findings concerning certain Land described in such Resolution; Determining that such Land is needed for Construction of the Tomball Hills Lift Station Project for the City Of Tomball, Texas.

Motion carried unanimously.

9.2 Mark McClure presented an overview of the proposed Request. Motion was made by Councilman Brown, second by Councilman Stoll, to Approve Request from Engineering and Planning Department to Purchase Property Associated with the Hufsmith Water and Gas and the Brown-Hufsmith Road Extension Phase II Capital Improvement Projects, Based on the Appraised Fair Market Values.

Motion carried unanimously.

Mayor Pro Tem introduced George Shackelford, the new City Manager for the City of Tomball.

10.0 Motion was made by Councilman Townsend, second by Councilman Stoll, for adjournment.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 2nd day of August 2010.

________________________	________________________
Doris Speer, TRMC	Gretchen Fagan
City Secretary	Mayor

MINUTES OF SPECIAL CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

MONDAY, JULY 26, 2010

4:00 P.M.

1.0 Call to Order

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

Councilman Quinn
Councilman Stoll
Councilman Brown
Councilman Townsend

Others present:

City Manager – George Shackelford
City Secretary – Doris Speer
Chief of Police – Robert Hauck
Fire Chief – Randy Parr
Director of Human Resources – Lisa Coe
Assistant to City Manager – Shawn Cox
Finance Director – Glenn Windsor
Director of Public Works – David Kauffman
Director of Engineering and Planning – Mark McClure
Building Official – David Allen

2.0 No public comments or receipts of petitions were received.

3.0 Workshop Session:

3.1 The City Council entered into a workshop session to discuss the Fiscal Year 2010-2011 Budget.

Glenn Windsor presented the proposed budget for each department, comparing the 2009-2010 budget to the 2010-2011 proposed budget.

Mayor Fagan called a recess at 5:00 p.m.; Council reconvened into public session at 5:35 p.m.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 2nd day of August 2010.

Doris Speer, TRMC
City Secretary

Gretchen Fagan
Mayor

MINUTES OF SPECIAL CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

TUESDAY, JULY 27, 2010

4:00 P.M.

draft

1.0 Call to Order

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

Councilman Quinn
Councilman Stoll
Councilman Brown
Councilman Townsend

Others present:

City Manager – George Shackelford
City Secretary – Doris Speer
Chief of Police – Robert Hauck
Fire Chief – Randy Parr
Director of Human Resources – Lisa Coe
Assistant to City Manager – Shawn Cox
Finance Director – Glenn Windsor
Director of Public Works – David Kauffman
Director of Engineering and Planning – Mark McClure
Assistant Engineer – Lori Lokatos
City Planner – Kelly Violette

2.0 The following public comments were received:

Jim McKinney 1306 Dove Trails, 77375	-	Expressed his willingness to assist organizations who wish to submit grant applications for HOT funds.

3.0 Workshop Session:

3.1 The City Council entered into a workshop session to discuss the Fiscal Year 2010-2011 Budget.

Glenn Windsor presented updated information regarding changes made following the July 26, 2010 meeting.

Mayor Fagan called a recess at 5:05 p.m.; Council reconvened at 5:35 p.m.

George Shackelford, Lisa Coe, and Glenn Windsor presented information regarding effects of 1, 2, or 3 percent raises. Consensus of Council was unanimous to include a 3 percent raise in the FY 2010-2011 budget.

Mark McClure presented an overview of the proposed Capital Improvement (CIP) Budget for FY 2011-2015, providing information regarding the status of current projects and proposed projects, as well as the proposed prioritization of proposed projects. Discussion was held regarding funding of the proposed CIP projects.

Mayor Fagan called a break at 7:30 p.m.; Council reconvened into public session at 7:35 p.m.

Consideration and consensus approval was given to various supplemental requests in the General, Enterprise, and Special Funds.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 2nd day of August 2010.

Doris Speer, TRMC City Secretary	Gretchen Fagan Mayor

MINUTES OF SPECIAL CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

THURSDAY, JULY 29, 2010

4:00 P.M.

1.0 Call to Order

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

Councilman Quinn
Councilman Stoll
Councilman Brown
Councilman Townsend

draft

Others present:

City Manager – George Shackelford
Assistant City Manager – Christal Kliewer
City Secretary – Doris Speer
Chief of Police – Robert Hauck
Fire Chief – Randy Parr
Director of Human Resources – Lisa Coe
Assistant to City Manager – Shawn Cox
Finance Director – Glenn Windsor
Director of Public Works – David Kauffman
Director of Engineering and Planning – Mark McClure

2.0 No public comments were received.

3.0 Workshop Session:

3.1 The City Council entered into a workshop session to discuss the Fiscal Year 2010-2011 Budget.

George Shackelford and Glenn Windsor presented updated information regarding changes made following the July 27, 2010 meeting.

Mayor Fagan called a recess at 5:00 p.m.; Council reconvened at 5:35 p.m.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 2nd day of August 2010.

Doris Speer, TRMC	Gretchen Fagan
City Secretary	Mayor

Regular City Council Agenda Item Data Sheet

Meeting Date: August 2, 2010

Topic:

Adopt, on First and Only Reading, Ordinance No. 2010-13, an Ordinance of the City Council of the City of Tomball, Texas, Authorizing the Issuance and Sale of City of Tomball, Texas, General Obligation Refunding Bonds, Series 2010; Levying a Tax in Payment Thereof; Authorizing the Execution and Delivery of a Paying Agent/Registrar Agreement; Approving the Official Statement; and Enacting Other Provisions Relating Thereto

Background:

Request is for the adoption of Ordinance No. 2010-13 for the Refunding of the Outstanding Series 1998 Combination Tax and Revenue Bonds and the issuance of the Refunding Bonds, Series 2010, at a lower interest rate for a savings of approximately $124,000. The new refunding bonds are to be sold on Monday, August 2, 2010, so the exact interest amounts and related other numbers will be reflected in the actual ordinance on Monday afternoon.

Prusuant to Section 1201.028, Texas Government Code, Ordinance No. 2010-13 requires a single reading only for adoption and will become effective immediately upon its adoption.

Origination:

Finance

Recommendation:

Adopt Ordinance No. 2010-13 on First and Only Reading.

Funding:

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

Glenn Windsor, Finance Director, CPA, CGFO

ACTION TAKEN

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

ATTACHMENTS:

Standard & Poor's Rating Letter

Ordinance 2010-13 Refunding Bonds

STANDARD &POOR'S

500 North Akard Street
Lincoln Plaza, Suite 3200
Dallas, TX 75201
tel 214 871-1402
reference no.: 1134693

RECEIVED
JUL 30 2010
By

July 23, 2010

City of Tomball
401 Market Street
Tomball, TX 77375
Attention: Mr. Glenn Windsor, Director of Finance

Re: ***US$2,210,000 City of Tomball, Texas, General Obligation Refunding Bonds, Series 2010, dated: August 15, 2010, due: February 15, 2018***

Dear Mr. Windsor:

Pursuant to your request for a Standard & Poor's rating on the above-referenced obligations, we have reviewed the information submitted to us and, subject to the enclosed *Terms and Conditions,* have assigned a rating of "AA-". Standard & Poor's views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

The rating is not investment, financial, or other advice and you should not and cannot rely upon the rating as such. The rating is based on information supplied to us by you or by your agents but does not represent an audit. We undertake no duty of due diligence or independent verification of any information. The assignment of a rating does not create a fiduciary relationship between us and you or between us and other recipients of the rating. We have not consented to and will not consent to being named an "expert" under the applicable securities laws, including without limitation, Section 7 of the Securities Act of 1933. The rating is not a "market rating" nor is it a recommendation to buy, hold, or sell the obligations.

This letter constitutes Standard & Poor's permission to you to disseminate the above-assigned rating to interested parties. Standard & Poor's reserves the right to inform its own clients, subscribers, and the public of the rating.

Standard & Poor's relies on the issuer/obligor and its counsel, accountants, and other experts for the accuracy and completeness of the information submitted in connection with the rating. This rating is based on financial information and documents we received prior to the issuance of this letter. Standard & Poor's assumes that the documents you have provided to us are final. If any subsequent changes were made in the final documents, you must notify us of such changes by sending us the revised final documents with the changes clearly marked.

To maintain the rating, Standard & Poor's must receive all relevant financial information as soon as such information is available. Placing us on a distribution list for this information would facilitate the process. You must promptly notify us of all material changes in the financial information and the documents. Standard & Poor's may change, suspend, withdraw, or place on

CreditWatch the rating as a result of changes in, or unavailability of, such information. Standard & Poor's reserves the right to request additional information if necessary to maintain the rating.

Please send all information to:

Standard & Poor's Ratings Services
Public Finance Department
55 Water Street
New York, NY 10041-0003

Standard & Poor's is pleased to be of service to you. For more information on Standard & Poor's, please visit our website at www.standardandpoors.com. If we can be of help in any other way, please call or contact us at nypublicfinance@standardandpoors.com. Thank you for choosing Standard & Poor's and we look forward to working with you again.

Sincerely yours,

Standard & Poor's Ratings Services
a Standard & Poor's Financial Services LLC business

Standard & Poor's

fh
enclosures
cc: Ms. Christine Crotwell
Ms. Doris Speer
Mr. Joseph W. Morrow

STANDARD
&POOR'S

Standard & Poor's Ratings Services
Terms and Conditions
Applicable To
U.S. Public Finance Ratings

Request for a rating. Standard & Poor's issues public finance ratings for a fee upon request from an issuer, or from an underwriter, financial advisor, investor, insurance company, or other entity, provided that the obligor and issuer (if different from the obligor) each has knowledge of the request. The term "issuer/obligor" in these Terms and Conditions means the issuer and the obligor if the obligor is different from the issuer.

Agreement to Accept Terms and Conditions. Standard & Poor's assigns Public Finance ratings subject to the terms and conditions stated herein and in the rating letter. The issuer/obligor's use of a Standard & Poor's public finance rating constitutes agreement to comply in all respects with the terms and conditions contained herein and in the rating letter and acknowledges the issuer/obligor's understanding of the scope and limitations of the Standard & Poor's rating as stated herein and in the rating letter.

Fees and expenses. In consideration of our analytic review and issuance of the rating, the issuer/obligor agrees to pay Standard & Poor's a rating fee. Payment of the fee is not conditioned on Standard & Poor's issuance of any particular rating. In most cases an annual surveillance fee will be charged for so long as we maintain the rating. The issuer/obligor will reimburse Standard & Poor's for reasonable travel and legal expenses if such expenses are not included in the fee. Should the rating not be issued, the issuer/obligor agrees to compensate Standard & Poor's based on the time, effort, and charges incurred through the date upon which it is determined that the rating will not be issued.

Scope of Rating. The issuer/obligor understands and agrees that (i) an issuer rating reflects Standard & Poor's current opinion of the issuer/obligor's overall financial capacity to pay its financial obligations as they come due, (ii) an issue rating reflects Standard & Poor's current opinion of the likelihood that the issuer/obligor will make payments of principal and interest on a timely basis in accordance with the terms of the obligation, (iii) a rating is an opinion and is not a verifiable statement of fact, (iv) ratings are based on information supplied to Standard & Poor's by the issuer/obligor or by its agents and upon other information obtained by Standard & Poor's from other sources it considers reliable, (v) Standard & Poor's does not perform an audit in connection with any rating and a rating does not represent an audit by Standard & Poor's, (vi) Standard & Poor's relies on the issuer/obligor, its accountants, counsel, and other experts for the accuracy and completeness of the information submitted in connection with the rating and surveillance process, (vii) Standard & Poor's undertakes no duty of due diligence or independent verification of any information, (viii) Standard & Poor's does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a rating or the results obtained from the use of such information, (ix) Standard & Poor's may raise, lower, suspend, place on CreditWatch, or withdraw a rating at any time, in Standard & Poor's sole discretion, and (x) a rating is not a "market" rating nor a recommendation to buy, hold, or sell any financial obligation.

Publication. Standard & Poor's reserves the right to publish, disseminate, or license others to publish or disseminate the rating and the rationale for the rating unless the issuer/obligor specifically requests that the rating be assigned and maintained on a confidential basis. If a confidential rating subsequently becomes public through disclosure by the issuer/obligor or a third party other than Standard & Poor's, Standard & Poor's reserves the right to publish it. Standard & Poor's may publish explanations of Standard & Poor's ratings criteria from time to time and nothing in this Agreement shall be construed as limiting Standard & Poor's ability to modify or refine Standard & Poor's criteria at any time as Standard & Poor's deems appropriate.

Information to be Provided by the Issuer/obligor. The issuer/obligor shall meet with Standard & Poor's for an analytic review at any reasonable time Standard & Poor's requests. The issuer/obligor also agrees to provide Standard & Poor's promptly with all information relevant to the rating and surveillance of the rating including information on material changes to information previously supplied to Standard & Poor's. The rating may be affected by Standard & Poor's opinion of the accuracy, completeness, timeliness, and reliability of information received from the issuer/obligor or its agents. Standard & Poor's undertakes no duty of due diligence or independent verification of

STANDARD
&POOR'S

information provided by the issuer/obligor or its agents. Standard & Poor's reserves the right to withdraw the rating if the issuer/obligor or its agents fails to provide Standard & Poor's with accurate, complete, timely, or reliable information.

Standard & Poor's Not an Advisor, Fiduciary, or Expert. The issuer/obligor understands and agrees that Standard & Poor's is not acting as an investment, financial, or other advisor to the issuer/obligor and that the issuer/obligor should not and cannot rely upon the rating or any other information provided by Standard & Poor's as investment or financial advice. Nothing in this Agreement is intended to or should be construed as creating a fiduciary relationship between Standard & Poor's and the issuer/obligor or between Standard & Poor's and recipients of the rating. The issuer/obligor understands and agrees that Standard & Poor's has not consented to and will not consent to being named an "expert" under the applicable securities laws, including without limitation, Section 7 of the U.S. Securities Act of 1933.

Limitation on Damages. The issuer/obligor agrees that Standard & Poor's, its officers, directors, shareholders, and employees shall not be liable to the issuer/obligor or any other person for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the rating or the related analytic services provided for in an aggregate amount in excess of the aggregate fees paid to Standard & Poor's for the rating, except for Standard & Poor's gross negligence or willful misconduct. In no event shall Standard & Poor's, its officers, directors, shareholders, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, legal fees, or losses (including, without limitation, lost profits and opportunity costs). In furtherance and not in limitation of the foregoing, Standard & Poor's will not be liable in respect of any decisions made by the issuer/obligor or any other person as a result of the issuance of the rating or the related analytic services provided by Standard & Poor's hereunder or based on anything that appears to be advice or recommendations. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. The issuer/obligor acknowledges and agrees that Standard & Poor's does not waive any protections, privileges, or defenses it may have under law, including but not limited to, the First Amendment of the Constitution of the United States of America.

Term. This Agreement shall terminate when the ratings are withdrawn. Notwithstanding the foregoing, the paragraphs above, "Standard & Poor's Not an Advisor, Fiduciary, or Expert" and "Limitation on Damages", shall survive the termination of this Agreement or any withdrawal of a rating.

Third Parties. Nothing in this Agreement, or the rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of the rating. No person is intended as a third party beneficiary to this Agreement or to the rating when issued.

Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

Complete Agreement. This Agreement constitutes the complete agreement between the parties with respect to its subject matter. This Agreement may not be modified except in a writing signed by authorized representatives of both parties.

Governing Law. This Agreement and the rating letter shall be governed by the internal laws of the State of New York. The parties agree that the state and federal courts of New York shall be the exclusive forums for any dispute arising out of this Agreement and the parties hereby consent to the personal jurisdiction of such courts.

STANDARD & POOR'S

PUBLIC FINANCE

Primary Credit Analysts:
Russell Bryce
Dallas
(1) 214-871-1419
russell_bryce@
standardandpoors.com
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Sarah Smaardyk
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RatingsDirect
Publication Date
July 23, 2010

City of Tomball, Texas

Credit Profile		
US$2.21 mil General Obligation Refunding Bonds, Series 2010 dated 08/15/2010, due 02/15/2018		
Long Term Rating	AA-/Stable	New
Outstanding Combination Tax and Revenue Certificates of Obligation, Series 2002		
Unenhanced Rating	AA-(SPUR)/Stable	Affirmed

Rationale

Standard & Poor's Ratings Services assigned its 'AA-' long-term rating to Tomball, Texas' series 2010 general obligation (GO) refunding bonds. At the same time, Standard & Poor's affirmed its 'AA-' underlying rating (SPUR) on the city's outstanding GO debt. The outlook on all ratings is stable.

The rating reflects the city's:

- Access to the Houston MSA,
- Very strong wealth levels and good income levels, and
- Very strong financial position.

These strengths are somewhat offset by the city's:

- High overall debt burden, and
- Additional capital needs.

The bonds are secured by the city's ad valorem tax pledge, within the limits prescribed by law, on all taxable property located within the city.

Tomball, with a population of about 10,300, lies 32 miles northwest of Houston. The city's median household income level is good, in our opinion, at 95% of the national average. Wealth levels are extremely strong, in our opinion, as indicated by an estimated market value per capita of about $113,000. The 10 leading taxpayers account for a diverse 23% of total assessed value (AV). The top taxpayer is BJ Services Co., an oil well service company (11.7%).

AV has grown by a combined 58% in the past five years — including a 33% increase in fiscal 2009 — to $1.15 billion.

Sales tax revenues, which account for about 57% of general revenues, have declined by a combined 6% over the past three fiscal years to $7.0 million in fiscal 2009. Officials indicate that fiscal 2010 October-December sales tax collections dropped about 22% from 2009. The city stated that while fiscal 2010 sales tax collections remain below fiscal 2009 levels, the rate of decline has eased since December; the June payment (April collections) was down about 1%.

Tomball's financial position remains very strong despite significant general fund drawdowns in each of the past three fiscal years. At fiscal year-end 2009, the city's unreserved general fund balance totaled $12.2 million, or what we consider a very strong 61% of operating expenditures. Officials stated they planned the drawdowns of about $4.5 million in both fiscals 2008 and 2009 to fund capital projects, including major street and drainage projects. Officials currently expect to end fiscal 2010 with a general fund balance of $7.7 million, or 58% of expenditures, after the expenditure of about $3.8 million for capital projects. Of the $7.7 million total general fund balance, the city expects to reserve about $2 million for future capital projects. The city's charter requires it to maintain general fund reserves equal to 25% of total expenditures. For fiscal 2011, officials are anticipating the adoption of a balanced budget based on flat sales tax revenues.

Standard & Poor's deems Tomball's financial management practices "strong" under its Financial Management Assessment (FMA) methodology, indicating that practices are strong, well embedded, and likely sustainable.

Overall net debt, inclusive of overlapping debt from the local school district and other entities, is a high $8,667 per capita and a moderately high 7.7% of total AV. Debt amortization is rapid, with 81% of principal outstanding retired within 10 years and all existing debt retired by 2023. The city's carrying charge was moderate at 9% of total expenditures for fiscal 2009. We understand that the city's capital plan from fiscal 2011 through fiscal 2013 totals about $41 million, approximately $28 million of which management will likely fund through the issuance of additional GO debt.

Outlook

The stable outlook reflects our expectation that Tomball will continue to maintain its very strong financial position in accordance with the city charter-required 25% minimum general fund balance. The outlook also reflects our expectation that the city will prudently manage the issuance of additional debt so that it does not negatively impact the city's debt levels.

Related Criteria And Research

USPF Criteria: GO Debt, Oct. 12, 2006

Ratings Detail (As Of 23-Jul-2010)		
Outstanding Combination Tax and Revenue Certificates of Obligation, Series 1998, 2003		
Unenhanced Rating	AA-(SPUR)/Stable	Affirmed

Many issues are enhanced by bond insurance.

Published by Standard & Poor's, a Division of The McGraw-Hill Companies, Inc. Executive offices: 1221 Avenue of the Americas, New York, NY 10020. Editorial offices: 55 Water Street, New York, NY 10041. Subscriber services: (1) 212-438-7280.

ORDINANCE NO. 2010-13

AUTHORIZING THE
ISSUANCE OF

CITY OF TOMBALL, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2010

Dated: August 15, 2010

Adopted: August 2, 2010

463508v.5 TOM250/16000

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ORDINANCE NO. 2010-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF TOMBALL, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

* * * * * * * *

WHEREAS, the City Council of the City of Tomball, Texas (the "City"), has found and determined that it is in the best interests of the City to issue its general obligation refunding bonds herein authorized (the "Bonds") for the purpose of refunding a portion of the City's previously issued obligations as more particularly described on Schedule I – Refunded Obligations (the "Refunded Obligations"), for the purpose of achieving a debt service savings of approximately $_________, representing a net present value debt service saving of approximately ____%; and

WHEREAS, Chapter 1207, Texas Government Code, as amended, authorizes the City to issue refunding bonds payable from taxes, without an election, for the purpose of refunding the Refunded Obligations in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Obligations, the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the ordinances authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of the Bonds for the purposes stated herein; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the date of the Bonds by Section 3.02(a) of this Ordinance.

"Bonds" means the City's bonds authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Tomball, Texas, General Obligation Refunding Bonds, Series 2010."

"Business Day" means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office is located are generally authorized or obligated by law or executive order to close.

"City" means the City of Tomball, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"Debt Service Fund" means the interest and sinking fund established by Section 2.02 of this Ordinance.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Austin, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Initial Bond" means the Initial Bond authorized by Section 3.04 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15, commencing February 15, 2011.

"MSRB" means the Municipal Securities Rulemaking Board.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means initially Wells Fargo Bank, National Association, Austin, Texas, or any successor thereto as provided in this Ordinance.

"Record Date" means the last Business Day of the month next preceding an Interest Payment Date.

"Refunded Obligations" means the obligations of the City being refunded with a portion of the proceeds of the Bonds as specified on Schedule I.

"Register" means the bond register specified in Section 3.06(a) of this Ordinance.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b) of this Ordinance.

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b) of this Ordinance.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Bonds as the same come due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity.

"Purchaser" means the purchaser of the Bonds named in Section 7.01.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II

SECURITY FOR THE BONDS; DEBT SERVICE FUND

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any part of the principal of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on all taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Debt Service Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Ordinance.

Section 2.02. <u>Debt Service Fund.</u>

(a) The City hereby establishes a special fund or account, to be designated the "City of Tomball, Texas, General Obligation Refunding Bonds, Series 2010, Debt Service Fund," said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Debt Service Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. <u>Authorization.</u>

The City's bonds to be designated "City of Tomball, Texas, General Obligation Refunding Bonds, Series 2010," are hereby authorized to be issued and delivered in accordance with Chapter 1207, Texas Government Code. The Bonds shall be issued in the aggregate principal amount of $_________________, for the purpose of providing funds to (i) refund the Refunded Obligations and (ii) pay the costs of issuing the Bonds.

Section 3.02. <u>Date, Denomination, Maturities and Interest.</u>

(a) The Bonds shall be dated August 15, 2010. The Bonds shall be issued fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Bond, which shall be numbered I-1. Bonds delivered on transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in denominations of $5,000 or any integral multiple thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(b) The Bonds shall mature on February 15 in the years and in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date until maturity. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of 12 months of thirty (30) days each.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on each Bond shall be paid by check, dated as of the Interest Payment Date, and mailed on or before such Interest Payment Date, by first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the Owner; provided, however, that such Owner shall bear all risk and expense of such other customary banking arrangements.

(d) The principal of each Bond shall be paid, without exchange or collection charges, to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Bonds, such money shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Closing Date shall have attached thereto the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of Texas and that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the initial purchaser, or its designee, executed by the manual or facsimile signatures of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the representative of the Purchaser one registered definitive Bond for each year of maturity of the Bonds in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except interest will be paid to the person in whose name such bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, within forty-five (45) calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the Securities Exchange Act of 1934.

Section 3.08. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10. Book-Entry Only System.

The definitive Bonds shall be initially issued in the form of a separate typewritten fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of such Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a

Bondholder, as shown in the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of all matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Ordinance with respect to interest payments being mailed to the Owner as shown on the Register on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City, in its sole discretion, determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.02. No Optional Redemption.

The Bonds are not subject to optional redemption prior to stated maturity.

Section 4.03. Mandatory Sinking Fund Redemption.

The Bonds stated to mature on February 15, 20___ (the "Term Bonds"), are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the following schedule:

Term Bonds Maturing February 15, 20___

Redemption Date	Principal Amount
February 15, 20___	$
February 15, 20___	
February 15, 20___ (maturity)	

At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

Section 4.04. Partial Redemption.

(a) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) Any notice or instructions given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Debt Service Fund or otherwise received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

Wells Fargo Bank, National Association, Austin, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented at this meeting, the form, terms and provisions of which are hereby approved. The signature of the Mayor shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.04. Termination.

The City, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the new Paying Agent/Registrar shall notify each Owner by first class United States mail, postage prepaid, at the address in the Register, of the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Bond, the Certificate of the Paying Agent/Registrar, and the Assignment form which shall accompany, appear on, or be attached or affixed to each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as may be necessary or desirable and not prohibited by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Bonds.

The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, to accompany the Initial Bond, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bonds.

REGISTERED	REGISTERED
No. ____________	$__________

United States of America
State of Texas

CITY OF TOMBALL, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2010

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP NUMBER:
_____%	February 15, ____	August 15, 2010	______ ___

The City of Tomball, Texas (the "City"), in Harris and Montgomery Counties, State of Texas, for value received, hereby promises to pay to

____

or registered assigns, on the Maturity Date specified above, the sum of

____________________ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2011.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated office in Austin, Texas, of Wells Fargo Bank, National Association, as Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and will be mailed on or before such interest payment date, by first class United States mail, postage prepaid, by the

Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last Business Day (as hereinafter defined) of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a duly authorized series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $_________ (herein referred to as the "Bonds"), issued under and in conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of providing funds to refund certain outstanding obligations of the City and to pay the costs of issuing the Bonds.

The Bonds are not subject to optional redemption prior to stated maturity.

Bonds maturing on February 15, 20______ (the "Term Bonds") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

Term Bonds Maturing February 15, 20____

Redemption Date	Principal Amount
February 15, 20___	
February 15, 20___	

463508v.5 TOM250/16000

February 15, 20____ (maturity)

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of $5,000, each $5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

Notice of redemption shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; and, from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

[Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.]

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the "Record Date" or "Special Record Date," as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City, nor the Paying Agent/Registrar nor any other person shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes, within the limit prescribed by law, upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Bonds.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

______________________________	______________________________
City Secretary, City of Tomball, Texas	Mayor, City of Tomball, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____________
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Tomball, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, .

____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the executed Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Ordinance.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Paying Agent/Registrar

Dated: ________________________

By: ______________________________
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

____

____

____

(Social Security or other identifying number: ______________) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _________________ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: ______________________________

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Signature Guaranteed By:

____
Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and the words "CUSIP NUMBER" deleted; and

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above," shall be deleted and the following will be inserted: "on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Years	Principal Installments	Interest Rate

(Information to be inserted from schedule in Section 3.02 of this Ordinance)

(iii) initial bond shall be numbered I-1.

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds or any errors or omissions in the printing of such number shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04. Legal Opinion.

The approving legal opinion of Vinson & Elkins L.L.P., Bond Counsel, may be printed on the reverse side of or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.05. Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement.

(a) The Bonds, having been duly advertised and offered for sale at competitive bid, are hereby officially sold to _______________ (the "Purchaser") for a purchase price equal to the principal amount thereof, plus a premium of $______________, plus interest accrued thereon from the Bond Date to the Closing Date, being the bid which produced the lowest true interest cost. The Initial Bond shall be registered in the name of the Purchaser or its designee. The Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(b) The form, content, and distribution of the Preliminary Official Statement, and any addenda, supplement or amendment thereto are hereby approved and the Preliminary Official Statement is deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act, as amended. The Mayor and other appropriate officials of the City are hereby directed to prepare a final Official Statement reflecting the terms of the sale and other relevant information. The use of such Official Statement in the reoffering of the Bonds by the Purchaser is hereby ratified, approved and confirmed. The Mayor and the City Secretary are hereby authorized and directed to execute the Preliminary Official Statement and the Official Statement and such execution is hereby ratified, approved, and confirmed. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

(c) All officers of the City are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds.

(d) The obligation of the Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of Vinson & Elkins L.L.P., Bond Counsel for the City, which opinion shall be dated and delivered the Closing Date.

(e) The form, terms and provisions of the letter of engagement (the "Engagement Letter"), in the final form presented to the City Council at this meeting, between the City and Vinson & Elkins L.L.P., as bond counsel to the City, are hereby approved. The Mayor of the City is hereby authorized and directed to execute and deliver the Engagement Letter and the City Secretary is hereby directed to retain a copy of the executed Engagement Letter in the official records of the City.

Section 7.02. Control and Delivery of Bonds.

(a) The Mayor of the City is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Bonds shall be made to the Purchaser thereof under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.03. Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Bonds from the Bond Date to the Closing Date shall be deposited to the Debt Service Fund.

(b) The amount of $______________ shall be deposited with The Bank of New York Mellon Trust Company, N.A., the paying agent/registrar for the Series 1998 Refunded Obligations, and shall be applied to the payment of the redemption price of the Series 1998 Refunded Obligations on the redemption date therefor as set forth on Schedule I hereto.

(c) The amount of $____________ shall be deposited with Wells Fargo Bank, National Association, the paying agent/registrar for the Series 1995 Refunded Obligations, and shall be applied to the payment of the redemption price of the Series 1995 Refunded Obligations on the redemption therefor as set forth on Schedule I hereto.

(d) The amount of $____________ shall be used to pay the costs of issuing the Bonds. Amounts remaining after payment of costs of issuance shall be deposited to the Debt Service Fund and applied to the payment of debt service on the Bonds.

Section 7.04. Further Proceedings.

The Mayor, the City Manager, the City Secretary, the Director of Finance for the City and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the provisions of this Ordinance.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Debt Service Fund created by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Debt Service Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Debt Service Fund.

Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Debt Service Fund shall be credited to such Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such interest on and principal of the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption. Such transfer of funds shall be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Bonds.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Provisions Concerning Federal Income Tax Exclusion.

The City intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code and the applicable Treasury regulations promulgated thereunder (the "Regulations"). The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the City covenants and agrees to comply with each requirement of Sections 9.03 through 9.10, inclusive; provided, however, that the City shall not be required to comply with any particular requirement of Sections 9.03 through 9.10, inclusive, if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the City has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in Sections 9.03 through 9.10, inclusive, will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in Sections 9.03 through 9.10, inclusive.

Section 9.04. No Private Use or Payment and No Private Loan Financing.

The City covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. Moreover, the City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

Section 9.05. No Federal Guaranty.

The City covenants and agrees that it has not taken and will not take any action, and not knowingly omitted and will not knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 9.06. Bonds are not Hedge Bonds.

The City covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations.

Section 9.07. No-Arbitrage Covenant.

The City covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations. Moreover, the City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the City will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations.

Section 9.08. Arbitrage Rebate.

If the City does not qualify for an exception to the requirements of Section 148(f) of the Code, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the "gross proceeds" of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

Section 9.09. Information Reporting.

The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 9.10. Record Retention.

The City will retain all pertinent and material records relating to the use and expenditure of the Proceeds of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

Section 9.11. Registration.

The Bonds will be issued in registered form.

Section 9.12. Qualified Tax-Exempt Obligations.

The City hereby designates the Bonds as "qualified tax-exempt obligations" for the purposes of Section 265(b) of the Code. In connection therewith, the City represents that (a) the aggregate amount of tax-exempt obligations issued by the City during calendar year 2010, including the Bonds, that have been designated as "qualified tax-exempt obligations" under section 265(b)(3) of the Code does not exceed $30,000,000, and (b) the reasonably anticipated amount of tax-exempt obligations which will be issued by the City during calendar year 2010, including the Bonds, will not exceed $30,000,000. For purposes of this Section, the term "tax-exempt obligation" does not include "private activity bonds" within the meaning of section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of section 145 of the Code. In addition, for purposes of this Section, the City includes all entities that are aggregated with the City under the Code.

Section 9.13. Continuing Obligation.

Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of Sections 9.03 through 9.12, inclusive, shall survive the defeasance and discharge of the Bonds.

ARTICLE X

DISCHARGE

Section 10.01. Discharge.

The Bonds may be refunded, discharged or defeased in any manner now or hereafter permitted by applicable law.

ARTICLE XI

CONTINUING DISCLOSURE UNDERTAKING

Section 11.01. Annual Reports.

(a) The City will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB. The information to be updated includes certain updated financial information and operating data with respect to the

City of the general type included in the final Official Statement under tables 1 through 6 and 8 through [13] and in Exhibit B thereto. The City will update and provide this information within six (6) months of the end of its Fiscal Year. Financial statements so to be provided shall be prepared in accordance with the accounting principles described in Exhibit A hereto, and, audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, the City shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for such Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the City shall provide such audited financial statements as required to the MSRB.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been filed with the SEC.

Section 11.02. Material Event Notices.

(a) The City shall notify the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions or events affecting the tax exempt status of the Bonds;

(vii) modifications to rights of Owners;

(viii) bond calls;

(ix) defeasance;

(x) release, substitution, or sale of property securing repayment of the Bonds; and

(xi) rating changes.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 11.01 of this Ordinance by the time required by such Section.

Section 11.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article X that causes Bonds no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the City so amends the provisions of this Article, it shall include in its next annual update an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data being provided.

ARTICLE XII

REDEMPTION OF REFUNDED OBLIGATIONS

Section 12.01. Redemption of Refunded Obligations.

The Refunded Obligations are hereby called for redemption and shall be redeemed on the Redemption Date set forth in Schedule I at a redemption price equal to the principal amount of the Refunded Obligations plus interest accrued thereon to the Redemption Date. The City Secretary is hereby authorized and directed to cause a certified copy of this Ordinance to be delivered to (i) The Bank of New York Mellon Trust Company, National Association, as paying agent/registrar for the Series 1998 Refunded Obligations and (ii) Wells Fargo Bank, National Association, as paying agent/registrar for the Series 1995 Refunded Obligations (collectively, the "Refunded Obligations Paying Agent/Registrars"). Delivery of a certified copy of this Ordinance to each Refunded Obligations Paying Agent/Registrar shall constitute the giving of notice of redemption thereto as required under the ordinances authorizing the issuance of the Refunded Obligations. The Refunded Obligations Paying Agent/Registrars are hereby authorized and directed to give notice to the registered owners of the Refunded Obligations at the time and in the manner required under the respective ordinance authorizing the issuance of the Refunded Obligations.

ARTICLE XIII

AUTHORIZED CHANGES TO ORDINANCE; SINGLE READING

Section 13.01. Changes to Ordinance.

The City Manager and the Director of Finance of the City, and each of them, singularly and individually, are hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 13.02. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 13.03. No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bonds.

Section 13.04. Single Reading.

Notwithstanding the provisions of Article VI of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

FIRST AND ONLY 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 AUGUST 2010.

COUNCILMAN QUINN	________
COUNCILMAN STOLL	________
COUNCILMAN BROWN	________
COUNCILMAN TOWNSEND	________

PASSED AND APPROVED on the 2nd day of August, 2010.

____
Mayor
CITY OF TOMBALL, TEXAS

ATTEST:

____
City Secretary
CITY OF TOMBALL, TEXAS

SCHEDULE I

REFUNDED OBLIGATIONS

[to be revised in tabular format]

City of Tomball, Texas, Combination Tax and Revenue Certificates of Obligation, Series 1998 (the "Series 1998 Refunded Obligations"), dated February 15, 1998, maturing on February 15 in each of the years 2011 through 2018, inclusive, in the aggregate principal amount of $2,065,000, shall be redeemed in whole on September 8, 2010.

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements for the most recently concluded Fiscal Year.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 2, 2010

Topic:

Submission of the Proposed FY2010-2011 Budget by City Manager to Council and Public Hearing on the Proposed FY2010-2011 Budget

Background:

Origination:

Recommendation:

Funding:

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

ACTION TAKEN

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

ATTACHMENTS:

Notice of Public Hearing

NOTICE OF PUBLIC HEARING
REGULAR COUNCIL MEETING
CITY OF TOMBALL, TEXAS

MONDAY, AUGUST 2, 2010

7:00 P.M.

Notice is hereby given that a PUBLIC HEARING will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at a Regular Council Meeting on Monday, August 2, 2010 at 7:00 p.m., at City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following:

Public Hearing for the Purpose of Adopting the City of Tomball's Budget for Fiscal Year 2010-2011.

This Budget will raise MORE total property taxes than last year's Budget by $ 7,247 (0.53%); a portion of that amount will be raised from new property added to the roll this year.

A copy of the Proposed Budget, as submitted to City Council and filed in the City Secretary's office, will be available for public inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas, Monday through Thursday, 7:45 a.m. to 5:00 p.m., and Friday, 7:45 a.m. to 4:00 p.m., beginning on **August 2, 2010**.

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 22nd day of July 2010 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer
Doris Speer, City Secretary, TRMC

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.ci.tomball.tx.us.

Regular City Council Agenda Item Data Sheet

Meeting Date: August 2, 2010

Topic:

Adopt, on First Reading, Ordinance No. 2010-17, an Ordinance of the City Council of the City of Tomball, Texas, Adopting the Budget for the City of Tomball, Texas, for Fiscal Year 2010-2011; and Authorizing the City Manager to Approve Intra-departmental (within the same Department only) Transfers of Budgeted Funds; and Providing other Details Relating to the Passage of This Ordinance

Background:

Staff presented the proposed budget for FY 2010-2011 to the Mayor and Council in budget workshops on July 26, 27 and 29. The attached budgets for each fund are the same as those presented to council during the workshops and include the supplemental items approved by Council.

The budget presented is based on a tax rate of $.251455/$100 of assessed value, the same tax rate as the last three years. However, the City will not receive the certified appraisal rolls from the Harris Co Appraisal District until mid September. Based on the actual values, the budget may need to be amended. Printed copies of the budget will be available at the Council meeting.

Origination:

Glenn Windsor, Finance Director

Recommendation:

Adopt Ordinance No. 2010-17 on first reading.

Funding:

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

City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Ordinance No. 2010-17

ORDINANCE NO. 2010-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, ADOPTING THE BUDGET FOR THE CITY OF TOMBALL, TEXAS, FOR FISCAL YEAR 2010-2011; AND AUTHORIZING THE CITY MANAGER TO APPROVE INTRA-DEPARTMENTAL (WITHIN THE SAME DEPARTMENT ONLY) TRANSFERS OF BUDGETED FUNDS; AND PROVIDING OTHER DETAILS RELATING TO THE PASSAGE OF THIS ORDINANCE.

* * * * * * * * *

WHEREAS, the Budget of the City of Tomball for the Fiscal Year 2010-2011 was presented to the City Council of the City of Tomball on the 2nd day of August 2010, and was filed with the City Secretary's Office at that time for the purpose of Public Display; and

WHEREAS, NOTICE OF PUBLIC HEARING for the Budget of the City of Tomball, Texas, for Fiscal Year 2010-2011 was published in the City's official newspaper advising citizens of the Public Hearing to be conducted on August 2, 2010, and also advising that said Budget was available for their inspection prior to the Public Hearing; and

WHEREAS, at said Public Hearing all citizens of the City had the right to be present and to be heard, and those who requested to be heard were heard, and it being the opinion of the Mayor and City Council that said Budget should be adopted; and

WHEREAS, said Budget shall be in effect for the ensuing Fiscal Year, October 1, 2010, through September 30, 2011;

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

Section 1.0 Adoption of Budget. That from October 1, 2010, through September 30, 2011, the appropriations, as stated in the Budget as proposed expenditures, shall be and are hereby appropriated to the several objects and purposes named and designated in the Budget.

Section 2.0 Public Record. The City Secretary is hereby directed to place in the Budget an endorsement which shall read as follows: "The Original Budget of the City of Tomball, Texas for the Fiscal Year 2010-2011." Such Budget as endorsed shall be kept on file in the office of the City Secretary as a Public Record and a copy of said Budget is attached to this ordinance and made a part of this ordinance for all purposes.

Section 3.0 Intra-Departmental Transfers. In accordance with the responsibility of the City Manager established by Section 7.01 C. (2) of the City Charter to administer the annual budget, the City Manager is authorized, as circumstances reasonably require, to approve intra-departmental (within the same department only) transfers of budgeted funds. Further, the documentation for such transfers shall be maintained as a part of the City's financial records.

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 2ND DAY OF AUGUST, 2010.

COUNCILMAN QUINN ________
COUNCILMAN STOLL ________
COUNCILMAN BROWN ________
COUNCILMAN TOWNSEND ________

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 2ND DAY OF AUGUST, 2010.

COUNCILMAN QUINN ________
COUNCILMAN STOLL ________
COUNCILMAN BROWN ________
COUNCILMAN TOWNSEND ________

____
GRETCHEN FAGAN
Mayor

ATTEST:

____
DORIS SPEER
City Secretary

Regular City Council Agenda Item Data Sheet

Meeting Date: August 2, 2010

Topic:

Authorize the City of Tomball's Participation with Gulf Coast Coalition of Cities in Class Action against CenterPoint regarding Proposed Rate Increase and Approve Resolution No. 2010-15, a Resolution of the City of Tomball, Texas, approving Cooperation with the Gulf Coast Coalition of Cities to Review Centerpoint Energy Houston Electric LLC's requested Rate Change, to Hire Legal and Consulting Services, and to Negotiate with the Company and Direct any Necessary Litigation and Appeals; Finding that the Meeting at which this Resolution is passed is open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel

Background:

On July 8, 2010, the City of Tomball received notice from CenterPoint Energy Houston Electric, LLC that effective August 6, 2010 they would be increasing rates. Residential customers in the City of Tomball will pay between $5 and $6 additionally per month based on this increase. Commercial rates and the rates for street lights will be raised as well.

The City has the authority to suspend the rate increase in order to properly review the prudence of the requested rate increase. This type of analysis requires additional technical expertise. By joining the Gulf Coast Coalition of Cities, Tomball will have the additional technical resources necessary to complete the analysis in the most prudent manner. The GCCC is a coalition of political subdivisions in the Greater Houston area that represents the interest of its members on gas and electric utility matters before the Public Utility Commission, the Railroad Commission, the Electric Reliability Council of Texas and the courts.

If approved, Resolution 2010-15 will allow the GCCC to intervene on behalf of the City of Tomball before Public Utility Commission of Texas to suspend the effective date of August 6, allowing the City and the GCCC to review the rate increase proposal from CenterPoint and decide on final action.

There is no cost associated with joining the GCCC and utilizing them to argue before the PUCT. The law allows cities to be reimbursed in ratemaking proceeding by the utility for their reasonable rate case expenses. Legal counsel and consultants approved by GCCC will submit monthly invoices that will be forwarded to CenterPoint for reimbursement.

Origination:

City Manager's Office

Recommendation:

Funding:

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

Shawn Cox - Assistant to the City Manager

ACTION TAKEN

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

ATTACHMENTS:

Resolution 2010-15

CenterPoint Letter

RESOLUTION NO. 2010-15

A RESOLUTION OF THE CITY OF TOMBALL, TEXAS, APPROVING COOPERATION WITH THE GULF COAST COALITION OF CITIES TO REVIEW CENTERPOINT ENERGY HOUSTON ELECTRIC LLC'S REQUESTED RATE CHANGE, TO HIRE LEGAL AND CONSULTING SERVICES, AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

* * * * * * * *

WHEREAS, on or about June 30, 2010, CenterPoint Energy Houston Electric ("CenterPoint" or "Company"), pursuant to PURA §§ 33.001 and 36.001 filed with the Public Utility Commission of Texas a Statement of Intent to change electric delivery rates and seeking a $94 million rate increase within its service area; and

WHEREAS, the City of Tomball, Texas is served by CenterPoint and will cooperate with the Gulf Coast Coalition of Cities ("GCCC") in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, working with the GCCC to review the rates charged by CenterPoint allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, the GCCC has a nearly twenty year history of participation in Public Utility Commission dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates in CenterPoint's service area to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, PURA § 33.023 provides that costs incurred by GCCC in ratemaking activities are to be reimbursed by the regulated utility.

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

1. That the City of Tomball is authorized to participate in the GCCC with other cities served by CenterPoint to coordinate efforts to protect the interests of the City and protect the interests of CenterPoint's end-use customers residing and conducting business within municipal limits.

2. Subject to the right to terminate employment at any time, the City of Tomball hereby authorizes the hiring of Thomas Brocato of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City's reasonable rate case expenses shall be reimbursed by CenterPoint on a monthly basis.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to CenterPoint, care of Stephen Bezecny, Director, Regulatory Relations, CenterPoint Energy, Inc., 1111 Louisiana St., Houston, Texas, 77002 and to Thomas Brocato, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED, APPROVED AND ADOPTED this _____ day of ___________ 2010.

____
Gretchen Fagan, Mayor
City of Tomball, Texas

ATTEST:

____
Doris Speer, City Secretary
City of Tomball, Texas

July 8, 2010

COPY

Honorable Mayor and City Officials
City of Tomball, Texas

Subject: Notice of CenterPoint Energy Houston Electric, LLC Filing to Change Rates

CenterPoint Energy Houston Electric, LLC ("CenterPoint Houston") provides its statement of intent to change rates effective August 6, 2010. The application for rate change was filed at the Public Utility Commission of Texas ("PUCT") on June 30, 2010 in Docket Number 38339.

CenterPoint Houston was required to file the rate change application to comply with a PUCT Order issued in CenterPoint Houston's last rate review proceeding. That Order required CenterPoint Houston to file a rate request change by June 30, 2010 unless the Staff of the PUCT, the City of Houston and the Gulf Coast Coalition of Cities, after review of CenterPoint Houston's 2009 earnings report, release CenterPoint Houston of the obligation to file. On March 30, 2010 the before mentioned parties informed CenterPoint Houston that it would not be released of its obligation to submit the rate change filing.

If you have questions concerning this intent to change rates please contact me or Tim Sbrusch at 281-955-3001.

Sincerely,

David Baker
Division Vice President, Distribution Operations

Attachment

DELIVERED TO:

Doris Speer, City Secretary of
NAME (Printed) OFFICE (Mayor, City Secretary, etc.)

The City of Tomball on this 8th day of July, 2010

SIGNATURE

Regular City Council
Agenda Item
Data Sheet

Meeting Date: August 2, 2010

Topic:

Approve Request by WCA Waste Corporation for an Annual CPI Adjustment, to become effective October 1, 2010.

Background:

The current service contract between the City and WCA Waste Corporation was executed on October 1, 2009. The initial term of the Contract is for three years, and the City may renew the Contract for up to two one-year extensions.

Article 14.0 - Modification of Contract Rates; Section 14.2 - Permitted CPI Adjustments of the current contract provides that the rates which may be charged for the second and subsequent years of the term of the Contract shall be adjusted upward or downward to reflect changes in the cost of operations as reflected by fluctuations in the Consumer Price Index for Urban Wage Earner and Clerical Workers (all items, Houston Area), as published by the U.S. Department of Labor, Bureau of Labor Statistics.

In accordance with Article 14.0 - Section 14.2, WCA Waste Corporation is requesting a rate increase based on changes in the cost of operations as reflected by fluctuations in the reference Consumer Price Index, which reflects a 1.3% increase for the most recent reporting period (June 2009 - June 2010).

There is no request for fuel or other adjustments for this adjustment period.

Attached for your review are copies of WCA's request for CPI adjustment submitted by David Ewell; CPI index supporting documents, Section 14.0 of the current service contract, and a worksheet comparing current customer rates to new proposed rates.

Origination:

WCA Waste Corporation through Director of Public Works

Recommendation:

Staff recommends approval of request by WCA Waste Corporation for an annual CPI adjustment to become effective October 1, 2010.

Funding: Yes

Account Number: 100-155-6327

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

ector of Public Works

ACTION TAKEN

APPROVAL	READINGS PASSED	OTHER

☐ **YES** ☐ **NO**	☐ **1ST** ☐ **2ND**	

ATTACHMENTS:

WCA CPI Request
CPI Index June 2010
WCA Contract Section 14.0
Rate Comparison Worksheet

David Kauffman

Subject: FW: CPI
Attachments: CPI Reference June 2010.pdf

From: David Ewell [mailto:dewell@wcamerica.com]
Sent: Thursday, July 29, 2010 10:53 AM
To: David Kauffman
Subject: RE: CPI

Mr. Kauffman,

Please see the attached documents, pertaining to the price increases starting October 1st 2010 for the City of Tomball Solid Waste Collection and Disposal contract.

WCA will increase the base rate 1.3% starting October 1st 2010. This is based on the Consumer Price Index for Urban Wage Earners and Clerical Workers, for the Houston Area (see attached supporting documents)

There is no fuel service increase at this contract time.

Please pass on to the Mayor and City Council that "WCA is proud to service the City of Tomball and greatly values its business"

David Ewell
V.P. Sales
WCA Waste Corporation

Table 10. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index

(1982-84=100, unless otherwise noted)

Area	Pricing schedule 1	Indexes: Mar. 2010	Indexes: Apr. 2010	Indexes: May 2010	Indexes: June 2010	Percent change to June 2010 from— June 2009	Apr. 2010	May 2010	Percent change to May 2010 from— May 2009	Mar. 2010	Apr. 2010
U.S. city average	M	217.631	218.009	218.178	217.965	1.1	0.0	-0.1	2.0	0.3	0.1
Region and area size[2]											
Northeast urban	M	233.188	233.615	234.130	233.834	1.7	.1	-.1	2.6	.4	.2
Size A - More than 1,500,000	M	235.060	235.496	236.054	235.769	1.6	.1	-.1	2.4	.4	.2
Size B/C - 50,000 to 1,500,000 [3]	M	138.871	139.115	139.362	139.163	2.0	.0	-.1	3.3	.4	.2
Midwest urban	M	207.359	207.777	207.987	207.886	1.2	.1	.0	2.4	.3	.1
Size A - More than 1,500,000	M	207.975	208.308	208.489	208.289	1.0	.0	-.1	2.0	.2	.1
Size B/C - 50,000 to 1,500,000 [3]	M	133.096	133.510	133.772	133.845	1.7	.3	.1	2.9	.5	.2
Size D - Nonmetropolitan (less than 50,000)	M	204.204	204.326	204.026	203.749	1.3	-.3	-.1	2.6	-.1	-.1
South urban	M	211.216	211.528	211.423	211.232	.9	-.1	-.1	2.0	.1	.0
Size A - More than 1,500,000	M	212.692	213.052	213.101	213.121	.8	.0	.0	1.8	.2	.0
Size B/C - 50,000 to 1,500,000 [3]	M	134.363	134.606	134.500	134.173	.8	-.3	-.2	2.1	.1	-.1
Size D - Nonmetropolitan (less than 50,000)	M	215.026	214.714	214.336	215.216	1.6	.2	.4	2.3	-.3	-.2
West urban	M	220.809	221.202	221.417	221.147	.6	.0	-.1	1.3	.3	.1
Size A - More than 1,500,000	M	224.636	225.040	225.571	225.291	.6	.1	-.1	1.3	.4	.2
Size B/C - 50,000 to 1,500,000 [3]	M	133.863	134.133	133.889	133.635	.5	-.4	-.2	1.4	.0	-.2
Size classes											
A [4]	M	198.695	199.043	199.358	199.183	1.0	.1	-.1	1.8	.3	.2
B/C [3]	M	134.639	134.920	134.909	134.692	1.1	-.2	-.2	2.3	.2	.0
D	M	211.011	210.968	210.739	211.094	1.2	.1	.2	1.9	-.1	-.1
Selected local areas[5]											
Chicago-Gary-Kenosha, IL-IN-WI	M	212.952	212.929	212.984	212.186	.6	-.3	-.4	1.5	.0	.0
Los Angeles-Riverside-Orange County, CA	M	225.483	225.916	226.438	225.877	.9	.0	-.2	1.8	.4	.2
New York-Northern N.J.-Long Island, NY-NJ-CT-PA	M	240.101	240.529	241.075	240.817	1.5	.1	-.1	2.2	.4	.2
Boston-Brockton-Nashua, MA-NH-ME-CT	1	237.986	-	238.083	-	-	-	-	2.7	.0	-
Cleveland-Akron, OH	1	203.577	-	204.024	-	-	-	-	1.9	.2	-
Dallas-Fort Worth, TX	1	201.982	-	202.108	-	-	-	-	1.4	.1	-
Washington-Baltimore, DC-MD-VA-WV [6]	1	141.741	-	142.025	-	-	-	-	1.9	.2	-
Atlanta, GA	2	-	204.014	-	204.725	.6	.3	-	-	-	-
Detroit-Ann Arbor-Flint, MI	2	-	205.248	-	204.891	.2	-.2	-	-	-	-
Houston-Galveston-Brazoria, TX	2	-	194.037	-	194.734	1.3	.4	-	-	-	-
Miami-Fort Lauderdale, FL	2	-	222.625	-	222.390	.4	-.1	-	-	-	-
Philadelphia-Wilmington-Atlantic City, PA-NJ-DE-MD	2	-	227.432	-	228.074	1.9	.3	-	-	-	-
San Francisco-Oakland-San Jose, CA	2	-	227.697	-	228.110	1.1	.2	-	-	-	-
Seattle-Tacoma-Bremerton, WA	2	-	226.513	-	226.118	-.5	-.2	-	-	-	-

1 Foods, fuels, and several other items priced every month in all areas; most other goods and services priced as indicated:
M - Every month.
1 - January, March, May, July, September, and November.
2 - February, April, June, August, October, and December.
2 Regions defined as the four Census regions. See map in technical notes.
3 Indexes on a December 1996=100 base.
4 Indexes on a December 1986=100 base.
5 In addition, the following metropolitan areas are published semiannually and appear in Tables 34 and 39 of the January and July issues of the CPI Detailed Report: Anchorage, AK; Cincinnati-Hamilton, OH-KY-IN; Denver-Boulder-Greeley, CO; Honolulu, HI; Kansas City, MO-KS; Milwaukee-Racine, WI; Minneapolis-St. Paul, MN-WI; Phoenix-Mesa, AZ; Pittsburgh, PA; Portland-Salem, OR-WA; St. Louis, MO-IL; San Diego, CA; Tampa-St. Petersburg-Clearwater, FL.
6 Indexes on a November 1996=100 base.
\- Data not available.
NOTE: Index applies to a month as a whole, not to any specific date.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

Databases, Tables & Calculators by Subject

Change Output Options: From: 2000 To: 2010 GO

include graphs

More Formatting Options

Data extracted on: July 28, 2010 (4:29:19 PM)

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CWUR0300SA0
Not Seasonally Adjusted
Area: South urban
Item: All items
Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2000	162.3	163.1	164.7	165.0	165.0	165.8	166.3	166.1	166.8	166.8	166.9	166.7	165.5	164.3	166.6
2001	167.5	168.3	168.7	169.6	170.0	170.3	169.7	169.4	170.3	169.8	169.0	168.1	169.2	169.1	169.4
2002	168.3	168.6	169.6	170.8	170.8	171.1	171.1	171.3	171.7	172.3	172.4	172.0	170.8	169.9	171.8
2003	172.5	173.9	175.0	174.7	174.0	174.3	174.3	174.8	175.3	174.9	174.3	174.2	174.4	174.1	174.6
2004	175.0	175.8	176.7	177.6	178.8	179.7	179.3	179.4	179.7	180.6	180.7	180.3	178.6	177.3	180.0
2005	180.5	181.5	182.7	184.3	184.2	184.7	185.5	186.6	189.8	190.2	188.0	187.2	185.4	183.0	187.9
2006	188.8	188.9	189.9	192.1	192.9	193.5	194.3	194.5	192.9	191.5	191.1	191.8	191.9	191.0	192.7
2007	191.671	192.574	194.734	196.730	198.175	198.838	198.673	198.063	198.873	199.319	200.849	200.850	197.446	195.454	199.438
2008	201.814	202.291	204.044	205.669	207.912	210.469	211.438	210.362	210.572	207.312	201.821	199.399	206.092	205.367	206.817
2009	200.067	201.150	201.737	202.619	203.500	205.968	205.415	205.867	205.726	206.121	206.859	206.716	204.312	202.507	206.117
2010	207.405	207.325	208.621	209.017	208.920	208.640								208.321	

[1.280]

B. The CITY shall remit payments to WCA for all occupied residential units and non-delinquent commercial/industrial units until such time WCA is notified to discontinue refuse collection services as provided by the contract documents.

ARTICLE 14.0 – MODIFICATION OF CONTRACT RATES

14.1. Year One Rates. The unit prices specified in WCA's Cost, see attached Exhibit "A", shall not be subject to change during the first year of the term hereof. The Contract prices constitute the total compensation payable to WCA for services performed pursuant to the Contract documents.

14.2 Permitted CPI Adjustments. The rates which may be charged for the second and subsequent years of the term of the Contract shall be adjusted upward or downward to reflect changes in the cost of operations as reflected by fluctuations in the Consumer Price Index for Urban Wage Earner and Clerical Workers (all items, Houston area), as published by the U.S. Department of Labor, Bureau of Labor Statistics; provided, however, that the amount of any annual CPI adjustment shall not exceed five percent (5%) and no rate adjustment shall be made below the base unit prices reflected on attached Exhibit "A."

14.3 Fuel and other Adjustments. With the approval of the City and WCA, the above defined rates may also be adjusted upward or downward annually in accordance with Article 14.3 – 14.5, in the event of changes in WCA's costs of doing business, such as increases or decreases in fuel, disposal, or equipment costs or burdensome changes in laws, ordinances, taxes, fees or regulations relating to waste management, collection or disposal; provided, however, no downward adjustment shall be made below the base unit prices reflected on attached Exhibit "A". The requesting party shall provide the other party with reasonable and written support for any such requested rate adjustment. Any request for rate adjustments related to fuel costs shall be based on the Department of Energy's ON Highway Retail, Gulf Coast Region averaged monthly price for the period commencing September 1st of the prior year and ending on August 31st of the current year for which any such rate adjustment is requested (the "Adjustment Period"). Each party agrees that it will not unreasonably deny a request for any annual rate adjustment that is based upon one or more of the events or factors described in this paragraph. Any rate adjustment related to fuel costs is not subject to the limitation set forth in Article 14.2.

14.4 Responsibility for Initiation of Adjustments. It is the responsibility of WCA to initiate any and all upward rate modifications and the responsibility of the City to initiate any downward rate modifications. In order to initiate any

City of Tomball

Solid Waste Collection and Disposal

Comparison of Current Monthly service Rate and Newly Proposed Service Rate

Bid Item #	Description of Current Services	Pick Ups Per Week	Prior Customer Rate Under Waste Management Contract	Customer Rate Under WCA Waste Corporation Contract	Customer Rate Difference Under Current Contract	Monthly Rate Increase With 1.3% CPI Adjustment	New Customer Rate Including 1.3% CPI Adjustment
1	Residential curbside refuse collection and disposal	2	$14.95	$14.55	- $.40	$0.19	$14.74
2	Residential curbside recyclable collection and processing	1	Included in item #1	Included in item #1	0	0	0
3	Residential curbside green waste collection and disposal	1	Included in item #1	Included in item #1	0	0	0
4	95 Gallon Commercial Container	1	$22.69	$23.10	+ $.41	$0.30	$23.40
5	Additional 95 Gallon Commercial Container to Same Customer	1	$21.77	$20.74	- $1.03	$0.27	$21.01
6	95 Gallon Commercial Container	2	$30.37	$28.44	- $1.93	$0.37	$28.81
7	Additional 95 Gallon Commercial Container to Same Customer	2	$26.08	$23.47	- $2.61	$0.31	$23.78
8	3 Yard Commercial Dumpster	1	$67.33	$73.53	+ $6.20	$0.96	$74.49
9	Additional 3 Yard Commercial Dumpster to Same Customer	1	$53.87	$70.35	+ $16.48	$0.91	$71.26
10	3 Yard Commercial Dumpster	2	$118.21	$116.90	- $1.31	$1.52	$118.42
11	Additional 3 Yard Commercial Dumpster to Same Customer	2	$88.28	$104.84	+ $16.56	$1.36	$106.20
12	3 Yard Commercial Dumpster	3	$170.57	$176.07	+ $5.50	$2.29	$178.36
13	Additional 3 Yard Commercial Dumpster to Same Customer	3	$125.68	$159.00	+ $33.32	$2.07	$161.07
14	3 Yard Commercial Dumpster	4	$216.96	$220.62	+ $3.66	$2.87	$223.49
15	Additional 3 Yard Commercial Dumpster to Same Customer	4	$163.08	$197.59	+ $34.51	$2.57	$200.16
16	3 Yard Commercial Dumpster	5	$267.83	$274.95	+ $7.12	$3.57	$278.52

City of Tomball

Solid Waste Collection and Disposal

Comparison of Current Monthly service Rate and Newly Proposed Service Rate

Bid Item #	Description of Current Services	Pick Ups Per Week	Prior Customer Rate Under Waste Management Contract	Customer Rate Under WCA Waste Corporation Contract	Customer Rate Difference Under Current Contract	Monthly Rate Increase With 1.3% CPI Adjustment	New Customer Rate Including 1.3% CPI Adjustment
17	Additional 3 Yard Commercial Dumpster to Same Customer	5	$199.00	$247.19	+ $48.19	$3.21	$250.40
18	3 Yard Commercial Dumpster	6	$320.19	$330.29	+ $10.10	$4.29	$334.58
19	Additional 3 Yard Commercial Dumpster to Same Customer	6	$233.40	$297.67	+ $64.27	$3.87	$301.54
20	4 Yard Commercial Dumpster	1	$80.80	$79.54	- $1.26	$1.03	$80.57
21	Additional 4 Yard Commercial Dumpster to Same Customer	1	$67.33	$71.13	+ $3.80	$0.92	$72.05
22	4 Yard Commercial Dumpster	2	$139.16	$126.54	- $12.62	$1.65	$128.19
23	Additional 4 Yard Commercial Dumpster to Same Customer	2	$113.72	$113.25	- $.47	$1.47	$114.72
24	4 Yard Commercial Dumpster	3	$202.00	$189.31	- $12.69	$2.46	$191.77
25	Additional 4 Yard Commercial Dumpster to Same Customer	3	$160.09	$171.20	+ $11.11	$2.23	$173.43
26	4 Yard Commercial Dumpster	4	$264.84	$237.59	- $27.25	$3.09	$240.68
27	Additional 4 Yard Commercial Dumpster to Same Customer	4	$209.47	$213.24	+ $3.77	$2.77	$216.01
28	4 Yard Commercial Dumpster	5	$324.67	$295.12	- $29.55	$3.84	$298.96
29	Additional 4 Yard Commercial Dumpster to Same Customer	5	$255.84	$266.42	+ $10.58	$3.46	$269.88
30	4 Yard Commercial Dumpster	6	$384.53	$355.69	- $28.84	$4.62	$360.31
31	Additional 4 Yard Commercial Dumpster to Same Customer	6	$297.75	$319.32	+ $21.57	$4.15	$323.47
32	6 Yard Commercial Dumptster	1	$109.22	$103.70	- $5.52	$1.35	$105.05

City of Tomball

Solid Waste Collection and Disposal

Comparison of Current Monthly service Rate and Newly Proposed Service Rate

Bid Item #	Description of Current Services	Pick Ups Per Week	Prior Customer Rate Under Waste Management Contract	Customer Rate Under WCA Waste Corporation Contract	Customer Rate Difference Under Current Contract	Monthly Rate Increase With 1.3% CPI Adjustment	New Customer Rate Including 1.3% CPI Adjustment
33	Additional 6 Yard Commercial Dumpster to Same Customer	1	$94.25	$91.61	- $2.64	$1.19	$92.80
34	6 Yard Commercial Dumpster	2	$188.53	$161.59	- $26.94	$2.10	$163.69
35	Additional 6 Yard Commercial Dumpster to Same Customer	2	$160.09	$145.77	- $14.32	$1.90	$147.67
36	6 Yard Commercial Dumpster	3	$269.32	$243.57	- $25.75	$3.17	$246.74
37	Additional 6 Yard Commercial Dumpster to Same Customer	3	$228.93	$219.45	- $9.48	$2.85	$222.30
38	6 Yard Commercial Dumpster	4	$354.62	$305.08	- $49.54		
39	Additional 6 Yard Commercial Dumpster to Same Customer	4	$297.75	$274.76	- $22.99	$3.57	$278.33
40	6 Yard Commercial Dumpster	5	$435.40	$381.05	- $54.35	$4.95	$386.00
41	Additional 6 Yard Commercial Dumpster to Same Customer	5	$354.16	$332.00	- $22.16	$4.32	$336.32
42	6 Yard Commercial Dumpster	6	$517.69	$455.78	- $61.91	$5.93	$461.71
43	Additional 6 Yard Commercial Dumpster to Same Customer	6	$435.40	$410.86	- $24.54	$5.34	$416.20
44	8 Yard Commercial Dumpster	1	$133.16	$124.19	- $8.97		
45	Additional 8 Yard Commercial Dumpster to Same Customer	1	$116.70	$112.16	- $4.54	$1.46	$113.62
46	8 Yard Commercial Dumpster	2	$234.90	$198.94	- $35.96	$2.59	$201.53
47	Additional 8 Yard Commercial Dumpster to Same Customer	2	$204.99	$179.60	- $25.39	$2.33	$181.93
48	8 Yard Commercial Dumpster	3	$341.60	$296.57	- $45.03	$3.86	$300.43

City of Tomball

Solid Waste Collection and Disposal

Comparison of Current Monthly service Rate and Newly Proposed Service Rate

Bid Item #	Description of Current Services	Pick Ups Per Week	Prior Customer Rate Under Waste Management Contract	Customer Rate Under WCA Waste Corporation Contract	Customer Rate Difference Under Current Contract	Monthly Rate Increase With 1.3% CPI Adjustment	New Customer Rate Including 1.3% CPI Adjustment
49	Additional 8 Yard Commercial Dumpster to Same Customer	3	$291.76	$267.63	- $24.13	$3.48	$271.11
50	8 Yard Commercial Dumpster	4	$444.38	$372.56	- $71.82	$4.84	$377.40
51	Additional 8 Yard Commercial Dumpster to Same Customer	4	$380.04	$334.89	- $45.15	$4.35	$339.25
52	8 Yard Commercial Dumpster	5	$547.62	$456.44	- $91.18	$5.93	$462.37
53	Additional 8 Yard Commercial Dumpster to Same Customer	5	$469.82	$389.02	- $80.80	$5.06	$394.08
54	8 Yard Commercial Dumpster	6	$650.87	$558.21	- $92.66	$7.26	$565.47
55	Additional 8 Yard Commercial Dumpster to Same Customer	6	$555.10	$502.42	- $52.68	$6.53	$508.95

Regular City Council Agenda Item Data Sheet

Meeting Date: August 2, 2010

Topic:

Approve Request by ABI Wreckers of Tomball to Participate in the City of Tomball Emergency Wrecker Rotation List

Background:

ABI Wreckers of Tomball requests Council's approval to operate within the City of Tomball and to participate in the Emergency Wrecker rotation list; ABI allowed its license to expire in 2009 but the owners, Herbert and Kimberly Preston, now wish to return to the City's rotation list.

Tomball Police Department and the City Secretary's office have completed reviews and approvals regarding the application, storage lot and insurance requirements, and ownership of the equipment, copies of which are attached. Driver vetting and approval is being conducted by the Tomball Police Department; the company license and drivers licenses will not be issued until TPD has approved the drivers and documentation has been received by the City Secretary.

If approved, ABI Wreckers of Tomball will be the ninth company participating on the emergency wrecker rotation list.

Origination:

ABI Wreckers of Tomball, Texas

Recommendation:

Approval of request to participate on the emergency rotation list.

Funding:

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

City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Current List of Participants - Emergency Rotation List
Application - ABI Wreckers

Wrecker Companies
Participating on Emergency Rotation List

Collision Express
d/b/a Tomball Collision
Contact Person: Greg Eckelcamp
Phone Number: 281-290-8888

Case Towing
Contact Person: Elva Case or James Brannon
Phone Number: 281-226-0094

Lamar Little Paint & Body
Contact Person: Joseph Little
Phone Number: 281-802-2069

Magnolia Towing & Recovery
Contact Person: Wade Evans
Phone Number: 713-545-5917

Tomball Towing & Recovery
Contact Person: Rick Taylor
Phone Number: 281-516-7785

Tomball Paint & Body
Contact Person: E.L. Chapman
Phone Number: 281-351-4332

Tomball Towing & Storage
Contact Person: Randy Schmidt
Phone Number: 281-351-9697 or 832-256-9194

Apex Towing
Contact Person: Jenifer Miller
Phone Number: 832-286-3143

ABI Wreckers of Tomball – Requesting approval to participate on rotation list
Contact Person: Kimberly Preston
Phone Number: 281-257-6113

Application for Emergency Wrecker License

for year ending in 9-30, 2010

Date of Application 7/26/10

TO: THE OFFICE OF DIRECTOR OF TRAFFIC AND TRANSPORTATION
CITY OF TOMBALL
401 MARKET STREET
TOMBALL, TEXAS 77375
TEL. 281.351.5484 FAX 281.351.6256

WT WT WT

I, Kimberly Preston, do hereby make application for a license to operate an emergency wrecker service in the City of Tomball.

NOTICE: All spaces provided on this application MUST be filled out to the best of the applicant's knowledge. If a question does not apply, please state so by writing in N/A. The City of Tomball reserves the right to deny an application for falsifying information or failing to provide information.

Business & Owner Information

True Name ABI Wreckers of Tomball
Trade Name
Address 30703 Klein Dr City Magnolia State Tx Zip 77355
Telephone Business 281-257-6113 Home Mobile
E-mail Address
Owner ☑ Individual ☐ Partnership ☐ Corporation

If Owner is an Individual, Please Provide the Following:

Name Herbert Preston & Kimberly Preston
Address 30703 Klein Dr City Magnolia State Tx Zip 77355
Business Address 13920 Alice Rd City Tomball State Tx Zip 77377
Telephone Business 281-257-6113 Home Fax
Mobile E-mail Address

If Owner is a Partnership, Please Provide the Following:

Name
Address City State Zip
Telephone Business Home Fax
Mobile E-mail Address

Name
Address City State Zip
Telephone Business Home Fax
Mobile E-mail Address

Business Address City State Zip
Business Fax Business E-mail

If Owner is Corporation, please provide names and addresses of partners or officers and stockholders holding more than 10% interest.

Business Address ______ City ______ State ______ Zip ______
Business Phone ______ Business Fax ______

Name ______
Address ______ City ______ State ______ Zip ______
Telephone Business ______ Home ______ Fax ______
Mobile ______ E-mail Address ______

Name ______
Address ______ City ______ State ______ Zip ______
Telephone Business ______ Home ______ Fax ______
Mobile ______ E-mail Address ______

Name ______
Address ______ City ______ State ______ Zip ______
Telephone Business ______ Home ______ Fax ______
Mobile ______ E-mail Address ______

Name ______
Address ______ City ______ State ______ Zip ______
Telephone Business ______ Home ______ Fax ______
Mobile ______ E-mail Address ______

Number of Vehicles to be Operated Under This License

Vehicle No. 1

Year 2003 Make FORD Model F350
Serial No. 3541 License No. ______

Vehicle No. 2

Year ______ Make ______ Model ______
Serial No. ______ License No. ______

Vehicle No. 3

Year ______ Make ______ Model ______
Serial No. ______ License No. ______

Vehicle No. 4

Year ______ Make ______ Model ______
Serial No. ______ License No. ______

Vehicle No. 5

Year ______ Make ______ Model ______
Serial No. ______ License No. ______

Storage Lot Information

Location of Storage Lot 13920 Alice Rd
Name of Owner of Lot Herbert Preston
24-Hour Number for Retrieval of Vehicles From Lot 281-257-6113

IMPORTANT - Please Read & Attach Appropriate Documents

THIS APPLICATION MUST BE ACCOMPANIED BY AN AUTO WRECKER LICENSE FEE OF ONE HUNDRED DOLLARS ($100.00) FOR EACH VEHICLE AND A POLICY OR CERTIFICATE OF INSURANCE OF PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE ISSUED BY A CASUALTY INSURANCE COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS AND THE STANDARD FORM APPROVED BY THE BOARD OF INSURANCE COMMISSIONERS OF THE STATE OF TEXAS WITH THE COVERAGE PROVISION INSURING THE PUBLIC FROM LOSS OR DAMAGE THAT MAY ARISE TO ANY PERSON OR PROPERTY BY REASON OF THE OPERATION OF A WRECKER OF SUCH COMPANY AND PROVIDING THAT THE AMOUNT OF RECOVERY OF EACH WRECKER SHALL BE IN LIMITS OF NOT LESS THAN THE FOLLOWING SUMS:

FOR DAMAGES ARISING OUT OF BODILY INJURY TO OR DEATH OF ONE PERSON IN ANY ONE ACCIDENT: **$300,000.00**

FOR INJURY TO OR DESTRUCTION OF PROPERTY IN ANY ONE ACCIDENT: **$100,000.00**

Please Attach the Following

- ☒ **PROOF OF OWNERSHIP OF ALL WRECKERS**
- ☒ **CERTIFICATE OF REGISTRATION OF EACH TOW TRUCK/WRECKER FROM STATE OF TEXAS**
- ☒ **STATE LICENSE TO OPERATE A VEHICLE STORAGE FACILITY**

I will obey the provisions of Ordinance 89-17 and all other ordinances and statutes applicable to "Auto Wreckers" and agree that upon failure to obey such laws that this license may be revoked and/or suspended. Any false or misleading information on this application may result in denial or suspension of said license. All the information supplied in this application is true and correct.

Do you agree to participate in the wrecker rotation list? ☑ Yes ☐ No

Kimberly Keste
Signature of Owner, Partner or Officer

7-14-10
Date

FOR OFFICE USE ONLY

Application received by W. Torres Date 7/26/10
Application approved by ______ Date ______
License Issued by ______ Date ______
License Expires ______ License No. ______
Refused ______ Reason for Refusal ______
City Manager Approval ______ Date ______
City Manager Refusal ______ Reason for Refusal ______

TEXAS DEPARTMENT OF LICENSING AND REGULATION

VEHICLE STORAGE FACILITY LICENSE

 # 0643511VSF

ABI WRECKERS OF TOMBALL
30703 KLEIN DR
MAGNOLIA TX 77355

Be It Known That :

ABI WRECKERS OF TOMBALL

Located at:
13920 ALICE RD
TOMBALL TX 77377-

Has paid the required fee, satisfied the prerequisites for a license as a TEXAS VEHICLE STORAGE FACILITY under the Vehicle Storage Facility Act, and has agreed to comply with its provisions. This license is issued on July 20, 2010 and shall expire on July 19, 2011.

This license is NON-TRANSFERABLE and NON-ASSIGNABLE

ABIAWR

Cab Card for Certificate #: 006266106C

ABI WRECKERS OF TOMBALL
HERBERT W. PRESTON
30703 KLEIN DR
MAGNOLIA TX 77355

ABI WRECKERS OF TOMBALL
HERBERT W. PRESTON
30619 KLEIN DR.
MAGNOLIA TX 77355

Seq #	Unit #	Make	Model YR	VIN	Expires
1	2	FORD	2003	3541	05/31/2011
	Permit #: TDLR0006266106002IM		**Purpose:** Incident Management		**Type:** Light Duty

(VOID IF ALTERED)

This card signifies that the Tow Truck Company has fulfilled the registration requirements of Chapter 86 as of the date this cab card was issued. To receive the current status of registration or insurance coverage, please call TDLR Customer Service at 1-800-803-9202.

The original Cab Card must be retained in the Tow Truck Company principle place of business. A copy of the page that identifies (by highlighting) the vehicle being operated must be placed in the cab of the identified tow truck.

Date Printed: **5/29/2010** Page 1 of 1 STACEY

TEXAS CERTIFICATE OF TITLE

VEHICLE TITLES AND REGISTRATION DIVISION

CERTIFIED COPY

7111091

VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE OF VEHICLE	BODY STYLE
[redacted]3541	2003	FORD	TT

TITLE DOCUMENT NUMBER	ORIGINAL TITLE DATE
[redacted]	07/22/2008

MODEL	MFG. CAPACITY IN TONS	WEIGHT	LICENSE NUMBER	CERTIFIED COPY DATE
F35	1	7800	[redacted]	06/16/2009

PREVIOUS OWNER

GELCO CORP EDEN PRAIRI, MN

ODOMETER READING

161386

OWNER

H PRESTON K PRESTON
DBA ABI WRECKERS OF TOMBALL
30703 KLEIN DR
MAGNOLIA, TX 77355-5812

REMARK(S)

ACTUAL MILEAGE
DIESEL

X ______________________________

SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

WARNING:
THIS IS A REPLACEMENT CERTIFICATE OF TITLE AND MAY BE SUBJECT TO THE RIGHTS OF A PERSON UNDER THE ORIGINAL CERTIFICATE. ANY PURCHASER OR LIENHOLDER MAY REQUIRE THE SELLER TO GUARANTEE AGAINST ANY LOSS CLAIMED UPON THE PRESENTATION OF THE ORIGINAL CERTIFICATE OF TITLE.

DATE OF LIEN | 1ST LIENHOLDER

1ST LIEN RELEASED ______________ DATE

BY ______________ AUTHORIZED AGENT

DATE OF LIEN | 2ND LIENHOLDER

2ND LIEN RELEASED ______________ DATE

BY ______________ AUTHORIZED AGENT

DATE OF LIEN | 3RD LIENHOLDER

3RD LIEN RELEASED ______________ DATE

BY ______________ AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

SIGNATURE ______________ DATE

SIGNATURE ______________ DATE

SIGNATURE ______________ DATE

FORM 30-CCO REV. 11/2008

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/17/2010

PRODUCER
MARTIN INSURANCE
PO Box 817
Tomball, TX 77377
PHONE: 281-351-6944
FAX: 281-378-5264

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
HERBERT PRESTON
DBA: ABI WRECKERS OF TOMBALL
30619 KLEIN DR
MAGNOLIA,TX 77355

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: TRUCK INSURANCE EXCHANGE	
INSURER B: TEXAS COUNTY MUTUAL	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC	60474-21-99	06/06/10	06/06/11	EACH OCCURRENCE	$ 500,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 500,000
						GENERAL AGGREGATE	$ 1,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
B		AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ ALL OWNED AUTOS ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ☐ NON-OWNED AUTOS	60474-31-11	06/06/10	06/06/11	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
A		GARAGE LIABILITY ✓ ANY AUTO	60474-21-99	06/06/10	06/06/11	AUTO ONLY - EA ACCIDENT	$ 300,000
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER CARGO	60474-21-99	06/06/10	06/06/11		50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SERVICE PROVIDER ID#22941

CERTIFICATE HOLDER

CITY OF TOMBALL
401 MARKET ST
TOMBALL, TX 77375

ATTN: WENDY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE TRAVIS MARTIN

ACORD 25 (2001/08)

POLICE DEPARTMENT - WRECKER INSPECTION

COMPANY: ABI WRECKERS of Tomball **OWNER:** HERBERT & Kim PRESTON

VEHICLE VIN NO.: 3541

Sec. 12-18. Emergency wrecker inspection requirements.

Before issuance of an emergency wrecker service license, the following requirements must be met:

(a) An applicant shall submit each emergency wrecker which will be used in the service for inspection in a manner determined by the director, and each wrecker must comply with the following minimum requirements:

(1) Each wrecker shall be not less than one ton (GVW 10,000) in size, have dual wheels, and be equipped with booster brakes;

Yes ✓ No ____

(2) Each wrecker shall be equipped with a power-operated winch, winch line and boom, with a factory rated lifting capacity of not less than six thousand (6,000) pounds, single-line capacity;

Yes ✓ No ____

(3) Each wrecker shall carry, as standard equipment, the following items, and all of the items listed in Sec. 12-12(a):

a. Safety chains.

Yes ✓ No ____

b. Three flares, each of which shall be capable of being seen and distinguished at a distance of not less than six hundred feet (600) under normal atmospheric conditions at nighttime.

Yes ✓ No ____

c. No less than five (5) gallons of dry sand or other absorbent which is at least as effective as sand in absorbing liquid.

Yes ✓ No ____

d. One wrecking bar of not less than 36 inches (3611) in length with a wedge head.

Yes ✓ No ____

e. First aid kit.

Yes ✓ No ____

f. Push broom.

Yes ✓ No ____

g. Box or bucket to collect debris.

Yes ✓ No ____

h. Flat-edged shovel.

Yes ✓ No ____

(4) Each wrecker and all of its equipment shall be in safe and good working condition.

Yes ✓ No ____ 05/N

(5) Each wrecker shall be equipped with two-way radio equipment which is capable of providing two-way communication with the licensee's base station at all times.

Yes ____ No ____

(b) Each emergency heavy-duty wrecker must comply with the requirements in subsection (a) of this section unless this subsection specifies a different requirement. In addition:

(1) Each heavy-duty wrecker must not be less than five (5) tons in size.

Yes ____ No ____

(2) Each heavy-duty wrecker shall be equipped with a power-operated winch, winch line and boom, with a factory-rated lifting capacity of not less than thirty-two thousand (32,000) pounds, single or double-line capacity.

Yes ____ No ____

(3) Towing dollies (not required).

Yes ____ No ____

(4) Two-way communications (REQUIRED).

Yes ____ No ____

(c) Each licensee shall maintain twenty-four (24) hour wrecker service and communications.

Yes ✓ No ____

Inspection Completed on 07/19/10 by Officer [signature] #67

Passed ✓ Failed ____

Wrecker Approved for Application/Operation:

____
~~Chief of Police~~

____
Date

VEHICLE REGISTRATION RENEWAL NOTICE

Texas Department of Transportation

IF YOU NO LONGER OWN THIS VEHICLE PLEASE COMPLETE THE VTR 346 FORM AVAILABLE ON OUR WEB SITE AT: TxDMV.gov.

Renew online @ www.texasonline.com. Check this site or contact your local County Tax Office for a list of participating counties.

VEHICLE INFORMATION

LICENSE PLATE NUMBER	
VEHICLE IDENTIFICATION NO.	3541
YEAR/MAKE/BODY STYLE	2003/FORD/TT
CURRENT EXPIRATION MONTH/YEAR	MAY/2010
TOTAL FEE DUE (in person)	$ 141.68
IF MAILED	142.68

Send bottom part of form, proof of insurance, and correct fee to your county tax office in the enclosed envelope. Make check or money order payable to your local tax assessor-collector. Allow 15 days for processing by mail. Driver's license number required on checks.

FOR QUESTIONS CALL YOUR LOCAL TAX ASSESSOR-COLLECTOR: 936-539-7896

YOUR CHECK MAY BE CONVERTED TO AN ELECTRONIC FUND TRANSFER.

USTOMER COPY

▲KEEP TOP SECTION FOR YOUR RECORDS▲

▼MAIL SECTION BELOW FOR CONVENIENT PROCESSING▼

AFTER RENEWED, THIS REGISTRATION WILL EXPIRE THE LAST DAY OF: MAY/2011

VEHICLE INFORMATION

VEH. CLASS.	TRK<=1
VEH. IDENT. NO.	3541
YR/MAKE/BODY STYLE	2003/FORD/TT
FUEL TYPE	DIESEL
EMPTY WEIGHT	7800
CARRYING CAPACITY	4700
GROSS WEIGHT/TONNAGE	12500/1.00
UNIT NO.	
TOTAL FEE	$ 141.68
IF MAILED	142.68

VEHICLE OWNER NAME(S) & ADDRESS:

H PRESTON K PRESTON
DBA ABI WRECKERS OF TOMBALL
30703 KLEIN DR
MAGNOLIA, TX 77355-5812

LICENSE NO.
TOW TRUCK PLT (LARGE)

ISSUE THE 2011 WINDSHIELD STICKER

SEND THIS PART OF FORM, PROOF OF INSURANCE, & CORRECT FEE TO:

RENEWAL RECIPIENT NAME AND ADDRESS:

H PRESTON K PRESTON
DBA ABI WRECKERS OF TOMBALL
30703 KLEIN DR
MAGNOLIA, TX 77355-5812

J. R. MOORE, JR.
MONTGOMERY CNTY TAX ASSESSOR-COL
400 N. SAN JACINTO
CONROE, TX 77301-2823

TEXAS REGISTRATION RECEIPT AFTER VALIDATION.
THIS RECEIPT MUST BE CARRIED IN ALL COMMERCIAL VEHICLES.

TEXAS DEPARTMENT OF TRANSPORTATION
VEHICLE TITLES AND REGISTRATION DIVISION

MARK "X" FOR ADDRESS CHANGE

01 NUMBER IN BOX DENOTES PLATE AGE

T8366E 05 046 141.68

3541 17020239642140607

LICENSE NO.	
PLT	TOW TRUCK PLT (LARGE)
MONTH/YEAR EXP.	MAY/2011
VEH/REG CL	TRK<=1/TOW TRK-LESS/EQL. 1 TON
PLATE TYPE/STICKER TYPE	TOWTP/WS
YEAR/MAKE/BODY STYLE	2003/FORD/TT
VEHICLE IDENT. NO.	3541
FUEL TYPE	DIESEL
EMPTY WT./CARRYING CAP.	7800/4700
GROSS WEIGHT/TONNAGE	12500/1.00
REGISTRATION FEE	$ 116.68
LOCAL FEE	10.00
TOW TRUCK FEE	15.00
TOTAL-FEE	$ 141.68
IF MAILED	142.68

★★★ UPDATE ADDRESSES HERE ★★★

OWNERS ADDRESS: RENEWAL RECIPIENT ADDRESS:

VEHICLE OWNER:
H PRESTON K PRESTON
DBA ABI WRECKERS OF TOMBALL
30703 KLEIN DR
MAGNOLIA, TX 77355-5812

DATE PRINTED: 02/17/2010PM VER: 05 I 006170

City of Tomball

Wrecker Driver Permit Application

for year ending in ________, ______

Date of Application 7/23/10

NOTICE: All spaces provided on this application MUST be filled out to the best of the applicant's knowledge. If a question does not apply, please state so by writing in N/A. The City of Tomball reserves the right to deny an application for falsifying information or failing to provide information.

Personal Description

Name Kimberly Preston Sex F Date of Birth

Place of Birth San Antonio TX

Height 54 Weight 150 Eyes HZL Hair BLONDE

Current Address 30703 Klein DR City Magnolia State TX Zip 77355

(Previous address if less than 2 Years at Current Address):

______ City ______ State ______ Zip ______

Home Phone Mobile Phone

E-mail

Employment

Present Employer ABI Wreckers of Tomball

Address 30703 Klein DR City Magnolia State TX Zip 77355

Phone 281-0574113

E-mail ______

Previous Employment (Previous 2 Years)

Employer ______

Address ______ City ______ State ______ Zip ______

Phone ______

Employer ______

Address ______ City ______ State ______ Zip ______

Phone ______

Driver's License (Including Previous 2 Years)

STATE TX NO. ______ TYPE ______

STATE ______ NO. ______ TYPE ______

STATE ______ NO. ______ TYPE ______

Criminal History

Have you ever been convicted of a traffic violation? N/A

Do you have any outsanding warrants against you? N/A

Have you ever been convicted of a criminal offense? N/A

If YES, please provide: Date of Conviction ______ Police Department ______

Court ______ Case Number ______

This application must be accompanied by evidence of a current Texas Driver's License Valid under state law, a fingerprint card and two current photographs of the applicant. A permit fee of fifteen dollars ($15.00) will be collected at the time your wrecker driver identifiction card is issued.

I CERTIFY THAT MY ANSWERS TO THE QUESTIONS ON THIS APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY AUTHORIZE THE CITY OF TOMBALL POLICE DEPARTMENT TO DO A DRIVING RECORD AND CRIMINAL INVESTIGATION. I FURTHER UNDERSTAND THAT BY FALSIFYING OR FAILING TO PROVIDE INFORMATION, MY APPLICATION WILL AUTOMICALLY BE DENIED APPROVAL.

SIGNED Kimberly Preston DATE 7-14-10

FOR OFFICE USE ONLY

Application received by W. Torres Date 7/23/10

Application approved by ____________ Date ____________

License Issued by ____________ Date ____________

License Expires ____________ License No. ____________

Refused ____________ Reason for Refusal ____________

City Manager Approval ____________ Date ____________

City Manager Refusal ____________ Reason for Refusal ____________

Please Return To: City of Tomball
401 Market St.
Tomball, TX 77375
281-351-5484

City of Tomball

Wrecker Driver Permit Application

for year ending in ____________, ______

Date of Application 7/23/10

NOTICE: All spaces provided on this application MUST be filled out to the best of the applicant's knowledge. If a question does not apply, please state so by writing in N/A. The City of Tomball reserves the right to deny an application for falsifying information or failing to provide information.

Personal Description

Name Herbert Preston JR Sex M Date of Birth

Place of Birth Ballaire Tx

Height 6'3 Weight 215 Eyes GRN Hair Brown

Current Address 30703 KleinDR City Magnolia State Tx Zip 77355

(Previous address if less than 2 Years at Current Address):

__________ City ____________ State ______ Zip ________

Home Phone Mobile Phone ______________

E-mail ______________________

Employment

Present Employer HBI Wreckers

Address 30703 Klein DR City Magnolia State Tx Zip 77355

Phone 281-257-6113

E-mail ______________________

Previous Employment (Previous 2 Years)

Employer ______________________

Address ______________ City ____________ State ______ Zip ________

Phone ______________________

Employer ______________________

Address ______________ City ____________ State ______ Zip ________

Phone ______________________

Driver's License (Including Previous 2 Years)

STATE Tx NO. TYPE ____________

STATE ________ NO. ______________ TYPE ____________

STATE ________ NO. ______________ TYPE ____________

Criminal History

Have you ever been convicted of a traffic violation? N/A

Do you have any outsanding warrants against you? N/A

Have you ever been convicted of a criminal offense? N/A

If YES, please provide: Date of Conviction ____________ Police Department ____________

Court ______________ Case Number ______________

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SIGNED ______________ DATE 7-14-2010

FOR OFFICE USE ONLY

Application received by W. Torres ______________ Date 7/23/10 ______________

Application approved by ______________ Date ______________

License Issued by ______________ Date ______________

License Expires ______________ License No. ______________

Refused ______________ Reason for Refusal ______________

City Manager Approval ______________ Date ______________

City Manager Refusal ______________ Reason for Refusal ______________

Please Return To: City of Tomball
401 Market St.
Tomball, TX 77375
281-351-5484