

# **Agenda**

## **Regular Meeting**

### **BOARD OF DIRECTORS**

### **HARRIS COUNTY APPRAISAL DISTRICT**



**November 20, 2019  
13013 Northwest Freeway  
Seventh Floor  
Houston, Texas**

**NOTICE OF REGULAR MEETING  
BOARD OF DIRECTORS  
HARRIS COUNTY APPRAISAL DISTRICT**

**STATE OF TEXAS  
COUNTY OF HARRIS**

NOTICE is hereby given of a regular meeting of the Board of Directors of the Harris County Appraisal District, Harris County, State of Texas, to be held Wednesday, November 20, 2019 at 9:30 a.m., at 13013 Northwest Freeway, 7<sup>th</sup> Floor, Houston, Texas.

***Doors will be open to the public 15 minutes prior to the scheduled meeting time.***

The subjects to be discussed or considered or upon which any formal action may be taken are listed below.

**AGENDA ITEMS**

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Presentation of Service Awards.
5. Recognition of Employees of the Month.
6. Comments from members of the public.

- a. 3 minutes

*A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the chair to come to the podium where they will be limited to three (3) minutes. (If the speaker is addressing the board through a translator, they will be limited to six (6) minutes.)*

*A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three (3) minutes if they have not appeared at any of the four preceding board meetings. (If the speaker is addressing the board through a translator, they will be limited to six (6) minutes.)*

- b. 1 minute

*A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda and who has appeared at any of the four preceding board meetings will be limited to one (1) minute. (If the speaker is addressing the board through a translator, they will be limited to two (2) minutes.)*

**CONSENT AGENDA**

7. ***“All matters listed under consent agenda are considered to be routine and will be enacted by one motion, there will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered separately.”***
  - a. Review and approve minutes of the regular meeting of October 16, 2019.
  - b. Review and approve 2020 holiday schedule.

- c. Review and approve the fifth year purchase of a six year contract of digital oblique imagery and self hosting from sole source vendor, EagleView, formerly Pictometry International. The amount of the contract is the same as last year at \$770,355.
- d. Authorize the chief appraiser to allocate funds for the continued use of telecommunications and point to point private internet connection services with CenturyLink for the upcoming year. The amount for the services will be approximately \$75,000, a 6.25% decrease from last year.
- e. Receive the district's monthly financial reports.
- f. Authorize payment of bills and payroll and transfer of funds between line items.

#### **ACTION ITEMS**

- 8. Authorize the chief appraiser to enter into a contract for audit services.
- 9. Authorize the chief appraiser to enter into an Interlocal Agreement with Harris County Department of Education to participate in its Choice Partners purchasing cooperative.
- 10. Review and approve renewal of contracts for utilities, minerals, and industrial appraisal services. The 2020 budgeted amount for these contracts is \$1,447,864 which is the same as in 2019.
- 11. Review proposals and award a contract for replacement of two A/C system units in HCAD's computer room at the building.
- 12. Review proposals and award a contract for replacement of one chiller at the HCAD Building.
- 13. Review proposals and award a contract for the remodel of the public restrooms on levels one (1) and three (3) at the HCAD Building.
- 14. Review taxing unit's request for waiver of penalty and interest on taxing unit's quarterly assessment and authorize waiver if good cause shown.

#### **DISCUSSION ITEMS**

- 15. Report on 2019 flu immunization program.
- 16. Report on protests and hearings, including iFile and iSettle activities.
- 17. Report from the Taxpayer Liaison Officer concerning the status of all comments, suggestions, and complaints in accordance with Sec. 6.052(c), Tax Code.

18. Report from the Appraisal Review Board Chairman concerning the progress of hearings, attendance by members of the appraisal review board at hearings, and activities of the executive office and the board's attorney.
19. Discussion between members of the Board of Directors and the Chief Appraiser regarding matters covered by Sec. 6.15, Tax Code.
20. Executive session for the purpose of: (a) private consultation with the board's attorney regarding (i) pending and potential litigation, (ii) settlement of pending appeals to the State Office of Administrative Hearings, (iii) settlement of pending arbitrations under Texas Tax Code Chapter 41A, and (iv) settlement of pending litigation under Texas Tax Code Chapter 42; (b) considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer, or employee, including the duties and appointment of the chief appraiser ; (c) considering the deployment, or specific occasions for implementation of security personnel or devices; (d) deliberating the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person, as permitted by the Open Meetings Act, Chap. 551, Government Code.

#### **OTHER MATTERS AND ADDITIONAL ACTION ITEMS**

21. Consider and approve settlement of pending litigation, pending appeals to the State Office of Administrative Hearings, and pending arbitrations.
22. Consider authorization of appeals under Sec. 42.02, Tax Code.
23. Adjournment.

WITNESS MY HAND AND OFFICIAL SEAL of the district this 14<sup>th</sup> day of November 2019. CONTACT 713/957-5299.



  
Glenn E. Peters, Secretary

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### **OTHER MATTERS AND ADDITIONAL ACTION ITEMS**

Agenda Item 5. Recognition of Employees of the Month.

**Discussion**

HCAD selects an Employee of the Month (EOM) from HCAD's workforce to be recognized and rewarded for providing excellent service and support. This recognition program allows the district to reward several employees throughout the year for their exceptional performance and contributions in areas such as:

- Overall dependability
- Promoting a congenial work environment
- Special project participation
- Quality & Proficiency
- Leadership & Teamwork
- Exceptional efforts or contributions

One EOM will be chosen monthly from the various departments of HCAD

The individuals selected for recognition as Employee of the Month are:

Cynthia Guerra – Office of the Chief Appraiser

Vanessa Holt– Business & Industrial Property Division

Ayanna Jackson – ARB Operations Division

Jackson Mosley – Commercial Property Division

Nomination forms detailing their exceptional performance are on the following pages.

Resource Staff: Roland Altinger  
Cynthia Guerra

# Harris County Appraisal District

## Employee of the Month Nomination



Nominee/Employee: Cynthia Guerra  
Dept/Division: Office of the Chief Appraiser

Nominator: Peter Barbaro

Employees of the Month are selected from HCAD's workforce to be recognized and rewarded for providing excellent service and support. Please indicate which performance standards your nominee has excelled in and then briefly explain why they should be the next Employee of the Month. Submit this form to your designated member of management to be approved and considered for selection. Final selection forms must be forwarded to Cynthia Guerra by the last week in each month to announce the EOM results the month following.

### Performance Standards

- ☒ Overall Dependability
- ☒ Promoting a congenial work environment
- ☒ Special Project Participation
- ☒ Quality & Proficiency
- ☒ Leadership & Teamwork
- ☒ Exceptional efforts or contributions

### Exceptional Performance

This nominee deserves to be Employee of the Month because

In a highly fluid, visible, and intense executive-level environment, Cynthia's job performance is consistently excellent, displaying all the leadership traits of a consummate professional and collaborator. She adeptly and confidentially provides 'on-time every time' support to: the Chief Appraiser to ensure the meeting of countless mandated deadlines; and the Board of Directors, routinely excelling in the creation and publication of the full range of required documentation and public notices. Highly skilled, experienced, and adaptive, committed to top quality ('whatever it takes') in the delivery of district services, Cynthia is always proactive, exemplifying thoroughness, precision, and laser-focus.

Additional approval comments

Division Approval

11/6/19

OCA Approval

Date

11/6/19

## Harris County Appraisal District

Employee of the Month Nomination



Nominee/Employee: Vanessa Holt

Dept/Division: BIPD

Nominator: B. Slater

Employees of the Month are selected from HCAD's workforce to be recognized and rewarded for providing excellent service and support. Please indicate which performance standards your nominee has excelled in and then briefly explain why they should be the next Employee of the Month. Submit this form to your designated member of management to be approved and considered for selection. Final selection forms must be forwarded to Cynthia Guerra by the last week in each month to announce the EOM results the month following.

### Performance Standards

- ☐ Overall Dependability
- ☐ Promoting a congenial work environment
- ☐ Special Project Participation
- ☐ Quality & Proficiency
- ☐ Leadership & Teamwork
- ☐ Exceptional efforts or contributions

### Exceptional Performance

This nominee deserves to be Employee of the Month because

Mrs. Vanessa truly deserves recognition for her work over the past 37 years. She's dedicated and hardworking. She takes on several different tasks daily without hesitation. She is a team player and always willing to help her fellow co-workers. Mrs. Vanessa is extremely knowledgeable and a great asset to BIPD.

Additional approval comments

VANESSA IS A SUBJECT MATTER EXPERT IN VEHICLE SUPPORT WHO IS ALWAYS WILLING TO HELP OTHERS.

Division Approval

OCA Approval

Date

11/6/19



# Harris County Appraisal District

## Employee of the Month Nomination



Nominee/Employee: Ayanna Jackson

Dept/Division: ARB Operations 8002

Nominator: Pamela Tatum

Employees of the Month are selected from HCAD's workforce to be recognized and rewarded for providing excellent service and support. Please indicate which performance standards your nominee has excelled in and then briefly explain why they should be the next Employee of the Month. Submit this form to your designated member of management to be approved and considered for selection. Final selection forms must be forwarded to Cynthia Guerra by the last week in each month to announce the EOM results the month following.

### Performance Standards

- ☒ Overall Dependability
- ☒ Promoting a congenial work environment
- ☒ Special Project Participation
- ☒ Quality & Proficiency
- ☒ Leadership & Teamwork
- ☒ Exceptional efforts or contributions

### Exceptional Performance

This nominee deserves to be Employee of the Month because

Ayanna is the kiosk operator for ARB Operations hearing department. She is here Monday-Saturday during peak hearing season with no complaints. She works well with supervisors from different departments coordinating hearing resources at the last minute. She is responsible for making split second decisions and still manages to do her job effectively in a hectic environment. She often arrives early and stays late to ensure that the hearings run smoothly. Ayanna is a one woman show! She truly represents the core values of HCAD.

Additional approval comments

Despite the high stress and fast pace environment of dealing with multiple phone calls, questions, and juggling staff in and out of formal panels, Ayanna is able to conduct herself in a professional manner throughout. This can be a challenge at times. She is the busiest person in the hearings sect. and juggles a lot more than her fellow staff members most of the time with a positive attitude, while being patient and cordial.

Danielle Johnson  
Division Approval

[Signature]  
OCA Approval

11/6/19  
Date

# Harris County Appraisal District

## Employee of the Month Nomination



Nominee/Employee: Jackson Mosley  
Dept/Division: Commercial Property Division

Nominator: Clayton Rogers

Employees of the Month are selected from HCAD's workforce to be recognized and rewarded for providing excellent service and support. Please indicate which performance standards your nominee has excelled in and then briefly explain why they should be the next Employee of the Month. Submit this form to your designated member of management to be approved and considered for selection. Final selection forms must be forwarded to Cynthia Guerra by the last week in each month to announce the EOM results the month following.

### Performance Standards

- ☒ Overall Dependability
- ☒ Promoting a congenial work environment
- ☐ Special Project Participation
- ☒ Quality & Proficiency
- ☒ Leadership & Teamwork
- ☒ Exceptional efforts or contributions

### Exceptional Performance

This nominee deserves to be Employee of the Month because

Jackson Mosley has shown great enthusiasm while taking on his newer role as an analyst in the Warehouse section of Commercial Property. He has great attention to detail and yet still achieves much volume whether it is performing hearings or keying Income and Expense statements. Jackson always keeps a positive attitude and seldom grumbles when the workload is burdensome, but rather rolls up his sleeves to get the job done. Jackson is a great asset to the Warehouse and Commercial section of HCAD not only because of his positive attitude, but because of his current acumen and his willingness to continue to learn. It is because of individuals like Jackson that help create a pleasant working environment at HCAD. He is very deserving of this EOM award.

Additional approval comments

Erika Nettles  
Division Approval

OCA Approval

Date

**HARRIS COUNTY APPRAISAL DISTRICT  
BOARD OF DIRECTORS  
MINUTES OF REGULAR MEETING  
Wednesday, October 16, 2019**

Chairman Ann Harris Bennett, called the meeting to order at 9:36 a.m., and led those in attendance in the Pledge of Allegiance.

Roll Call. Glenn Peters, Jim Robinson, Mike Sullivan and Ben Pape were present. Wanda Adams joined the meeting at 9:57 a.m. Al Odom was absent.

Chief Appraiser Roland Altinger and Todd Stewart of Olson and Olson, legal counsel, were also present.

Employee Service Awards. Chief Appraiser Altinger and Chairman Bennett presented 10-year service awards to Maria Moya of the Review Appraisal Division and Cindy Olivarez of the Information & Assistance Division.

20-year service awards were presented to Pete Rodriguez of the Budget & Finance Division and Sandi Sanders of the Information & Assistance Division.

Employees of the Month. Chief Appraiser Altinger and Chairman Bennett presented employee of the month plaques to Hussain Ali of the Residential Property Division, Julissa Barajas of the Budget & Finance Division, Evelyn Green of the Information & Assistance Division, and Spiro Zoula of the Commercial Property Division.

Comments from the Public. There were none.

Consent Agenda

*“All matters listed under consent agenda are considered to be routine and will be enacted by one motion, there will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered separately.”*

Mr. Peters, seconded by Mr. Robinson, moved to approve the consent agenda. The motion carried unanimously.

- a) Approval of Minutes. Reviewing and approving the minutes of the regular meeting of September 18, 2019.
- b) Furniture & Equipment Surplus. Declaring furniture and equipment surplus and approving for the sale or disposal.
- c) PropertyInfo Renewal. Authorizing the chief appraiser to exercise the second one-year renewal option with PropertyInfo Inc. for property transaction information.
- d) Courthouse Direct Renewal. Authorizing the chief appraiser to exercise the second one-year renewal option with CourthouseDirect.com
- e) Colliers Property Management. Authorizing the chief appraiser to exercise the second renewal option on a contract with Colliers Property Management Service LLC for property management services for year 2020.

- f) Janitorial Services Renewal. Authorizing the chief appraiser to exercise the option to renew the janitorial service contract for year three with the Alanton Group, Inc.
- g) Eccentex Renewal. Authorizing the chief appraiser to exercise a one-year renewal option on a contract with Eccentex Corp. for VisiFLOW software and services support.
- h) Financial Reports. Receiving the district's monthly financial reports.
- i) Bills and Payroll. Authorizing payment of bills and payroll in the amount of \$4,489,602.91 and a transfer of funds for \$690,000 as submitted.

Replacement Switches. Mr. Peters, seconded by Mr. Robinson moved to approve purchase of replacement switches for the access layer of the district's network. The motion carried unanimously.

Kronos Workforce Dimensions. Mr. Robinson, seconded by Mr. Peters moved to approve the contract for Software as a Service (SaaS) with Immix Technology, Inc. a cloud-based service to upgrade Kronos Workforce Central to Kronos Workforce Dimensions. The motion carried unanimously.

HR Management System RFP. Ms. Adams, seconded by Mr. Peters moved to approve specifications for replacement of the Human Resources (HR) management system and authorize publication of the invitation for bids. The motion carried unanimously.

Employee Insurance Plan. Mr. Robinson, seconded by Ms. Adams move to accept the Insurance Committee Recommendations to:

- (1) approve renewal of health care and dental contracts with the Texas Association of Counties;
- (2) approve regular and retired employee cost share arrangement for the health and dental plan;
- (3) approve COBRA rates at 102% of the actuarially determined rates for the health and dental plan;
- (4) approve regular and retired employee cost share arrangement for vision care with Superior Vision;
- (5) approve renewal of contracts with Texas Association of Counties for life, disability, and to include the optional life and accident insurance products paid by the employee; and
- (6) approve contract with Aflac for the optional supplemental insurance products paid by the employee.

The motion carried unanimously.

Mr. Dick Hillyer, the district's insurance consultant, provided an overview of the district's healthcare plans.

## Medical

The district maintains a self-funded PPO and HMO for employee health benefits. Health care is provided by Blue Cross Blue Shield of Texas (BCBSTX).

The expenditure estimate for 2020 for the medical plan is approximately \$9,157,265. Funds for 2020 are available in Account 3501 – Group Health Insurance in the amount of \$9,556,916 and reserves in the insurance fund, if necessary, are adequate. We recommend an across the board increase of 5% to employee, retiree, and cobra contributions (\$55,000).

Based on our assessment of our employees' well-being, claims history, competitive environment and industry trends, our insurance committee recommended moving to non-grandfathered status in 2018. This removed the limitations established by our previous grandfathered status and allows the district to make larger plan design changes to support our strategic direction.

The non-grandfathered status adds three basic things: a) an external review process; b) the requirement to pay preventive care at 100%; and c) the imposition of a limit on the max-out-of-pocket amounts.

The following tables represent the cost sharing arrangement with the employees, co-pays for prescription drug coverage, and retiree coverage. A 5% increase in employee and retiree contributions is shown. Individual stop-loss increases from \$100,000 to \$125,000

### Employee Contributions

Employee Rates	2019 Employee Share	2020 Employee Share	% Change
Employee only	\$48	\$50	5.0%
Employee + children	\$183	\$192	5.0%
Employee + spouse	\$264	\$277	5.0%
Employee + family	\$414	\$435	5.0%

### *Co-Pay for Prescription Drug Coverage*

Prescription Drug Co-Pay	2019	2020	% Change
Generic	\$10.00	\$10.00	0.0%
Formulary	\$45.00	\$45.00	0.0%
Non-formulary	\$75.00	\$75.00	0.0%
Specialty	\$500.00	\$500.00	0.0%

### *Plan Changes – PPO*

	<b>2019</b>	<b>2020</b>	<b>% Change</b>
Co-insurance (in-network / out-of-network)	80% / 60%	80% / 60%	0%
Office Visit Co-Pay-PPO	\$25	\$25	0%
Deductible	\$0 / \$600 (3x)	\$0 / \$600 (3x)	0%
OOP	\$2,600/\$5,200 (2x)	\$2,600/\$5,200 (2x)	0%
Hospital copay	\$250	\$250	0%
Urgent Care copay	\$25	\$25	0%
ER copay	\$200	\$200	0%

### *Plan Changes – HMO*

	<b>2019</b>	<b>2020</b>	<b>% Change</b>
Co-insurance (in-network / out-of-network)	100% / 0%	100% / 0%	0%
Co-ins	100 / 0	100 / 0	0%
Office Visit Co-Pay-HMO	\$30	\$30	0%
Deductible	\$0	\$0	0%
OOP	\$3,100 (2x)	\$3,100 (2x)	0%
Hospital copay	\$1,000	\$1,000	0%
Urgent Care copay	\$30	\$30	0%
ER copay	\$200	\$200	0%
OP Surgery copay	\$500	\$500	0%

### *Retiree Coverage*

Under current policy, TCDRS retirees may participate in the HMO or PPO plan until age 65 or become eligible for Medicare or for a period of 5 years, whichever comes first.

<b>Retiree Coverage</b>	<b>2019</b>	<b>2020</b>	<b>% Change</b>
Employee only	\$122	\$128	5.0%
Employee + spouse	\$303	\$318	5.0%

### **COBRA Rates**

Former employees and dependents who were covered under the district's plan at the time of separation are provided continuing coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA), 29 U.S.C. § 1164 for a limited period. The COBRA rate is equal to the actuarially calculated rate plus 2% administrative fee as authorized by the federal statutes.

<b>COBRA Rates</b>	<b>2019</b>	<b>2020</b>	<b>% Change</b>
Employee only	\$785	\$824	5.0%
Employee + children	\$1,432	\$1,504	5.0%
Employee + spouse	\$1,720	\$1,806	5.0%
Employee + family	\$2,273	\$2,387	5.0%



### **Medicare Supplement Plan**

Retirees age 65+ participate in a Medicare Supplement Plan through TAC and AmWINS Group Benefits, Inc. Premiums are age rated rather than having a single premium for all. The plan has a prescription drug rider separate from the district's self-funded plan. The 65+ retiree pays 60% of the premium shown below if qualified under policy.

The estimated medical portion of the premium reflects no change in 2020 after a 5% increase in 2019. The estimated prescription component reflects no change in 2020 after an increase of 5% for 2019. The plan with the drug rider included has an overall increase range from for the first tier down to for the last tier.

<b>Premium per Person Supplement Plan</b>	<b>2019</b>	<b>2020</b>	<b>Overall % Change</b>	<b>Retiree Share</b>	<b>Retiree % Change</b>
Age 65-69	\$167.91	\$167.91	0.0%	\$100.74	0.0%
Age 70-74	\$201.54	\$201.54	0.0%	\$120.92	0.0%
Age 75-79	\$238.02	\$238.02	0.0%	\$142.81	0.0%
Age 80-84	\$271.69	\$271.69	0.0%	\$163.01	0.0%
Age 85-89	\$300.35	\$300.35	0.0%	\$180.21	0.0%
Age 90+	\$314.04	\$314.04	0.0%	\$188.43	0.0%
Part D – Rx Rider	\$252.30	\$252.30	0.0%	\$151.38	0.0%

### **Dental**

The district maintains a self-funded dental benefits plan. Dental care is provided by Blue Cross Blue Shield of Texas (BCBSTX). TAC has guaranteed the monthly Administrative Services Only (ASO) rate (cost per employee) of \$3.77 through December 31, 2020. The district pays the actual cost of claims (less deductibles and co-pays) and the fixed cost for claims administration. The employee share, retiree share, and cobra rate will increase 5% in 2020.

The recommended actuarial rates, cost share arrangement, and COBRA rates are:

<b>Enrollment Tier</b>	<b>Actuarial Rate</b>	<b>Employee Share</b>	<b>Retiree &lt;65 Share</b>	<b>COBRA Rate<sup>1</sup></b>
Employee only	\$36.71	\$12.00	\$17.00	\$41.28
Employee + children	\$73.42	\$38.00	n/a	\$82.56
Employee + spouse	\$60.20	\$28.00	\$34.00	\$67.70
Employee + family	\$86.64	\$47.00	n/a	\$97.43

<sup>1</sup> COBRA rate is equal to the actuarially calculated rate plus 2% administrative fee as authorized under Consolidated Omnibus Budget Reconciliation Act (COBRA), 29 U.S.C. § 1164.

It is projected that the cost of dental coverage in 2020 will be \$291,933. Funds for 2020 in the amount of \$261,357 are budgeted in Account 3505 – Group Dental Insurance.

### **Vision**

The district offers employees an optional vision plan. The employee pays 50% of the premiums shown below. Superior Vision has guaranteed the rate through December 2022. In-Network chains include: LensCrafters, Walmart Vision Care, Sam’s Club Optical, Target Optical, Sears Optical, Pearle Optical, Costco Optical and Visionworks.

Vision Enrollment Tier	2020 Rate	Employee Share	District Share	Cobra Share
Employee only	\$6.27	\$3.14	\$3.14	\$6.40
Employee + children	\$14.13	\$7.07	\$7.07	\$14.41
Employee + spouse	\$12.56	\$6.28	\$6.28	\$12.81
Employee + family	\$21.88	\$10.94	\$10.94	\$22.32

It is projected that the cost of vision coverage in 2020 will be \$70,200. Funds for 2020 in the amount of \$71,496 are budgeted in Account 3506, Group Vision Insurance.

### **Life, Disability, and Optional Life and Accident Insurance**

Life, disability, optional life and accident insurance are provided by TAC through VOYA Financial. The rates for 2020 remain the same as the rates for 2019.

Premium Per Month	2019	2020
<b><u>Life Insurance</u></b>		
Basic Life (per \$1,000 salary) maximum of \$200,000	\$0.16	\$0.16
Basic AD & D	\$0.02	\$0.02
<b><u>Long-term Disability</u></b>		
Per \$100 monthly salary	\$0.15	\$0.15
<b><u>Optional Life</u></b>		
Employee additional \$20,000 (ee only)	\$3.00	\$3.00
Dependent life (\$10,000 spouse; \$10,000 child(ren))	\$1.50	\$1.50
<b><u>Optional AD &amp; D</u></b>		
Employee only (per \$25,000 blocks of coverage) maximum of \$250,000	\$0.50	\$0.50
Employee & dependents (per \$25k blocks of coverage) maximum of \$250,000	\$1.13	\$1.13

Funding for the life insurance and the long-term disability for 2020 is budgeted in Account 3504 – Group Life and Long-Term Disability Insurance in the amount of \$140,833. The 2020 cost of the basic life with AD&D rider is estimated at \$78,330 and LTD is estimated at \$60,787.

The Optional Life and Optional AD&D products are funded by the employee.



### Optional Supplemental Insurance

The district is offering employees an optional supplemental insurance plan through Aflac. Aflac offers Accident Insurance, Cancer Insurance, and Critical Illness Insurance. No change in rates.

<b><u>Accident Indemnity Advantage</u></b> - Accident Injury treatment benefits. Including doctor visits, hospital, physical therapy, and surgery assistance.				
<b>Premium Per Month</b>				
Level	Employee Only	Employee/Spouse	1 Parent Family	2 Parent Family
2	\$21.32	\$28.47	\$33.54	\$42.25
3	\$26.91	\$35.88	\$41.73	\$52.52

<b><u>Critical Care Protection</u></b> – Cash benefits to help with diagnosis and recovery from events such as Heart Attack, Stroke, Coma and more.				
<b>Premium Per Month</b>				
Ages	Employee Only	Employee/Spouse	1 Parent Family	2 Parent Family
18-35	\$10.53	\$15.73	\$11.70	\$17.94
36-45	\$17.42	\$27.17	\$17.94	\$29.90
46-55	\$24.96	\$41.60	\$25.61	\$45.11
56-65	\$33.93	\$61.49	\$34.71	\$65.52

<b><u>Cancer Care Select</u></b> - Initial Diagnosis, Chemo, Experimental Treatment benefit. Covers surgeries as well as Stem Cell and Bone Marrow transplants.				
<b>Premium Per Month</b>				
Level	Employee Only	Employee/Spouse	1 Parent Family	2 Parent Family
Select	\$18.85	\$30.68	\$19.76	\$31.59
Classic	\$32.63	\$55.64	\$33.54	\$56.55

The Optional Supplemental Insurance products are funded by the employee.

TCDRS. Mr. Peters, seconded by Mr. Robinson moved to approve a TCDRS Authorization to make an optional \$2,000,000 contribution to the district's account in the subdivision accumulation fund (SAF) as provided in Section 845.408, Government Code; and maintain other TCDRS plan provisions for Plan Year 2020. The motion carried unanimously.

Valuation Estimates. Scott Christenson, of Appraisal Operations reported on the 2019 certified estimates of value in comparison to the 2019 first supplemental roll. A slide presentation was provided to the board.

BOD Election Update. Chief Legal Officer, Susan Herrera provided the board with an update on the nominations in the director selection. She reported that the nomination process had closed and that three candidates representing the conservation and reclamation districts had been nominated including Glenn Peters, Bob Milner and John Ferro. Mike Sullivan was the only nomination for the cities and towns not including the City of Houston and there were four candidates nominated for the school districts other than HISD including Martina Lemond Dixon,

Jennifer Key, Dee Anne Thomson, and Ben Pape. A ballot packet will be mailed to each jurisdiction this week and must be received back by close of business December 16.

Protests & Hearings. Jeff Morrison, Chief of Hearings, reported on protests and hearings, including iFile and iSettle. For 2019 tax year, 419,000 protests have been received with the vast majority of them being filed electronically. A total of 382,000 accounts have been settled and the ARB has conducted 146,000 hearings to date. Exemption and Correction hearings are being scheduled weekly and the yearly lessons learned meeting was held last week.

Taxpayer Liaison Report. Teresa Terry gave a verbal report to the board.

Appraisal Review Board Report. Dr Ronnie Thomas, Appraisal Review Board Chairman reported on the progress of hearings, attendance by members of the appraisal review board at hearings, and activities of the executive staff and the board's attorney.

Appraisal Matters. On a matter relating to Tax Code Chapter 26 as amended by SB 2, Mr. Robinson posed the following questions:

- How will HCAD arrive at an estimate of taxable value for a taxing unit if a majority of the accounts in that unit haven't been appraised and noticed by July 20, or if a substantial number of value protests from property owners in that unit haven't been scheduled or resolved?
- Is it mandatory that a taxing unit initiate the truth-in-taxation process on the basis of an estimate of taxable value or can it delay the process until an actual certified appraisal roll is received?
- Since Sec. 26.04(e-2) and related provisions including Sec. 26.17 require the chief appraiser to post certain truth-in-taxation information on an appraisal district website for every taxable property in the county before a tax rate can be adopted by a taxing unit, what, if any, would be the impact on the rate adoption process of other taxing units, if one or more taxing units fail to timely provide the appraisal district their required information?

Senior Legal Counsel, Barry Gaines and Chief Appraiser Altinger addressed Mr. Robinson's concerns.

Executive Session. Chairman Bennett called the board into executive session at 11:01 a.m. for the purpose of: (a) private consultation with the board's attorney regarding (i) pending and potential litigation, (ii) settlement of pending appeals to the State Office of Administrative Hearings, (iii) settlement of pending arbitrations under Texas Tax Code Chapter 41A, and (iv) settlement of pending litigation under Texas Tax Code Chapter 42; (b) considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer, or employee, including the duties and appointment of the chief appraiser; (c) considering the deployment, or specific occasions for implementation of security personnel or devices; (d) deliberating the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person, as permitted by the Open Meetings Act, Chap. 551, Government Code.

Chairman Bennett opened the meeting at 11:26 a.m.

Roll Call. Glenn Peters, Jim Robinson, Mike Sullivan, Ben Pape and Wanda Adams were present. Al Odom was absent.

Pending Litigation. Mr. Peters, seconded by Ms. Adams, moved to approve settlement of pending litigation, arbitrations, and SOAH appeals as submitted by staff. The motion carried unanimously with Mr. Sullivan abstaining. A list is attached.

Corrections under 25.25(b). A written report was submitted to the board.

Appeals Under Sec. 42.02 Tax Code. There were none.

Adjournment. Upon motion duly made and seconded, the meeting adjourned at 11:28 a.m.

Respectfully submitted,

---

Glenn E. Peters  
Secretary, Board of Directors

Action Item 7b. Review and approve 2020 holiday schedule.

**Recommendation:**

That the board review and approve the 2020 holiday schedule as attached.

**Discussion:**

The district, as a practice, has followed the same holiday schedule as the Commissioners' Court establishes for Harris County government offices. Commissioners' Court has adopted the following holidays for 2020:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving (Thursday & Friday)
Good Friday	Christmas (Thursday & Friday)
Memorial Day	Floating Day
Independence Day	

We recommend observing the holiday schedule set by Commissioners' Court.

**Comments on the proposal:**

This is a yearly agenda item.

**Motion:**

A board member would move that the district adopt the proposed 2020 holiday schedule.

Resource Staff:	Elma Loreto
	Sally Vardy

## 2020 HCAD Holiday Schedule

EVENT	DAY	DATE
New Year's Day	Wednesday	January 1, 2020
Martin Luther King, Jr. Day	Monday	January 20, 2020
Good Friday	Friday	April 10, 2020
Memorial Day	Monday	May 25, 2020
Independence Day	Friday	July 3, 2020
Labor Day	Monday	September 7, 2020
Thanksgiving Day	Thursday	November 26, 2020
Day after Thanksgiving	Friday	November 27, 2020
Christmas Holiday	Thursday	December 24, 2020
Christmas Holiday	Friday	December 25, 2020
Floating Holiday		Employee's Choice

Action Item 7c. Review and approve the fifth year purchase of a six year contract of digital oblique imagery and self hosting from sole source vendor, EagleView, formerly Pictometry International. The amount of the contract is the same as last year at \$770,355.

### **Recommendation**

That the board review and approve the fifth year purchase of a six year contract of digital oblique imagery and self hosting from sole source vendor, EagleView.

### **Discussion**

HCAD entered into a six (one) year contract starting with the 2015-2016 flights. The 2019-2020 flights should begin during leaf-off, around mid-December 2019 through the end of April 2020. EagleView is providing the orthographic imagery (top down view) in 4-inch and 9-inch formats. Additionally, we will receive 4-way (North, South, East, and West) oblique images at Neighborhood level (4-inch), and Community level (9-inch) imagery pass flights.

In addition to providing unlimited web access to purchased imagery, through self-hosting, HCAD can also grant access to other local government agencies as long as they participate in the purchase of the imagery and software, with no installation or file transfers needed. HCAD staff can grant trial periods to many agencies for feedback on participation.

### **Comments on the Proposal**

The contract price from EagleView for the imagery and standard software is \$770,355/year. Funds are budgeted and available in account 8001-5551, Mapping and Records Maintenance, in the 2019 budget.

### **Motion**

A board member would move to approve the renewal and purchase of digital oblique imagery and self hosting option from sole source vendor, EagleView.

Resource Staff: David Dignum  
Beata Kasper

Agenda Item 7d. Authorize the chief appraiser to allocate funds for the continued use of telecommunications and point to point private internet connection services with CenturyLink for the upcoming year. The amount for the services will be approximately \$75,000, a 6.25% decrease from last year.

### **Recommendation**

That the board allow the Information Technology Division (IT) to allocate \$75,000 for 2020 CenturyLink services. These services include the telephone service, internet service and private point to point internet connection to our colocation in Bryan, TX.

### **Discussion**

We are requesting that the board allow IT to allocate \$75,000 for 2020 CenturyLink services. These services include the telephone SIP trunks, internet connection, and point to point private internet connection to the new colocation in Bryan, TX. This is a decrease of 6.25% from the previous year.

The services include Enterprise SIP digital telephone services with the associated long distance and Direct Inward Dialing (DID) services necessary for our phone system and call center, Ethernet Data Line connectivity from HCAD to a remote colocation facility in Bryan, Internet Access Services for our main office. This amount includes taxes as well as allowable federal, state and local franchise surcharges and fees. The total annual cost for the services will not exceed \$75,000 plus any allowable increases in surcharges and fees.

### **Comments on the Proposal**

The total yearly cost for these services with CenturyLink is approximately \$75,000 plus any allowable increases in surcharges and fees. Funds for the monthly service are available in the IT 2020 budget, account 8005-4011, Telephone and Communications Service.

### **Motion**

A board member would move to authorize funds for services with CenturyLink for telecommunications and internet services.

Resource Staff: Beata Kasper  
Lindsay Rash  
Sheila Stowe

**Financial Statements  
for period ended  
October 31, 2019**



**Harris County Appraisal District  
Consolidated Balance Sheet  
October 31, 2019**

**Assets:**

Texpool Investment		30,133,167.00
Petty Cash		1,600.00
Flex Plan Deposit		9,588.46
U.S T-Bills CUSIP 912796SQ3		994,888.89
FHLB Disc Corp CUSIP 313384SK6		990,293.33
Federal Home Loan CUSIP 3130AGTZ8		1,000,000.00
Muni Bond-HC TX 414005XA1		1,013,880.00
Texpool-Blue Cross		1,786,010.46
Cash-INSURANCE-Frost Bank		898,558.02
Cash-EFTPS-Frost Bank		6,577.65
Cash in Bank- Frost Bank		15,109,846.27
Assessments Receivable		41,870.97
Other Accounts Receivable		(1,578.32)
Employees Receivable		9,328.70
Accounts Receivable-Rendition Penalties		2,084,224.95
Allowance-Rendition Penalties		(1,439,991.02)
Prepaid Expenses		482,955.35
Fixed Assets:		
Furniture, Fixtures & Equipment	605,572.78	
Less: Accumulated Depreciation	(605,572.78)	
Computer & Peripherals	4,887,966.32	
Less: Accumulated Depreciation	(4,503,804.70)	
Geographical Information System	6,030,075.00	
Vehicles	130,275.92	
Less: Accumulated Depreciation	(99,294.46)	
Land	2,335,000.00	
Building	20,121,136.40	
Less: Accumulated Depreciation	(5,103,549.64)	
Total Fixed Assets		23,797,804.84
Amount Provided for Accrued Vacation		2,992,592.72
Amount Provided for Capital Lease Obligation		12,327,033.41
Total Assets		<u><u>\$92,238,651.68</u></u>

**Liabilities & Fund Balance:**

Accounts Payable		791,122.42
Accrued Vacation Payable		2,992,592.72
Accrued Comp. Payable		194,677.97
Revenues Collected in Advance		14,682,318.20
Investments in General Fixed Assets		23,797,804.84
Deferred Revenue-Rendition Penalties		644,233.93
Capital Lease Obligation		12,327,033.41
Fund Balance:		
Assigned for:		
Prior Years Encumbrances	58,932.59	
Insurance	2,797,061.58	
Capital Improvement	2,049,013.00	
Mobile Field Appraisal Application Project	500,000.00	
Operating Reserve	5,131,405.00	
Unrestricted Fund Balance	13,700,781.75	
2019 Transactions to Date	12,571,674.27	
Total Fund Balance		36,808,868.19
Total Liabilities & Fund Balance		<u><u>\$92,238,651.68</u></u>

**Harris County Appraisal District**  
**Report of 2019 Line Item Expenditures - General Fund**  
**Adjusted Budget and Year to Date Combined Expenditures and Encumbrances**  
**October 31, 2019**

Account Number	Account Name	Budget Adjusted	Year to Date Expenditures	Year to Date Encumbrances	Budget Variance
<b>SALARIES, WAGES &amp; RELATED</b>					
3010	Salaries & Wages - Net	37,813,208	29,724,464	7,359,034	729,711
3011	ARB Board Members	2,756,000	2,524,297	0	231,703
3020	Shift Wages	366,000	279,526	61,762	24,712
3030	Overtime	667,010	201,093	0	465,917
3040	Part-time & Seasonal Wages	493,046	282,774	40,871	169,402
<b>TOTAL SALARIES, WAGES &amp; RELATED</b>		<b>42,095,264</b>	<b>33,012,153</b>	<b>7,461,666</b>	<b>1,621,445</b>
<b>EMPLOYEE BENEFITS &amp; RELATED</b>					
3501	Group Health Insurance	9,042,480	4,335,940	20,000	4,686,540
3502	Health Ins Claims Paid	0	186,591	0	(186,591)
3508	RX Claims Paid	0	134,130	0	(134,130)
3509	Dental Claims Paid	0	24,272	0	(24,272)
3503	Workers' Compensation Insurance	100,000	91,733	0	8,267
3504	Group Life & LTD Insurance	135,842	99,358	0	36,484
3505	Group Dental Insurance	230,821	(133,352)	0	364,173
3506	Group Vision Insurance	71,388	32,154	0	39,234
3507	Unemployment Insurance	229,770	15,901	0	213,869
3520	Retirement	6,515,263	4,905,201	1,132,159	477,903
3526	FICA Medicare	613,973	455,712	103,286	54,975
3527	Social Security	210,271	167,583	6,672	36,017
<b>TOTAL EMPLOYEE BENEFITS &amp; RELATED</b>		<b>17,149,808</b>	<b>10,315,222</b>	<b>1,262,116</b>	<b>5,572,470</b>
<b>OFFICE &amp; FIELD OPERATIONS</b>					
4001	Office Supplies	170,225	96,136	9,185	64,904
4003	Office Equipment Maintenance	889,524	371,079	405,344	113,101
4011	Telephone & Communication Service	319,284	202,255	122,124	(5,095)
4020	Photocopier Leases	99,000	79,456	31,133	(11,589)
4021	Copier Paper, Suppl & Maint.	68,350	12,035	19,503	36,812
4030	Mapping Reproduction & Supplies	3,250	986	0	2,264
4040	Public Notice Advertising	18,000	3,985	718	13,297
4050	Security Services	174,000	149,194	15,692	9,113
4060	Field Travel & Other Expenses	710,419	243,377	0	467,042
4070	Appraisal Supplies	13,610	5,334	0	8,276
4080	Vehicle Gasoline & Maintenance	34,000	11,150	5,951	16,899
4090	Records Storage & Supplies	23,205	10,867	12,209	129
4097	Employee Recognition Activities	35,000	26,489	16,012	(7,502)
4100	Postage, Mailing, & Handling Svc	2,000,000	1,997,200	283,318	(280,518)
4200	Professional Registration & Dues	79,170	78,463	1,376	(669)
4202	Seminars & Other Tuition	313,958	157,804	4,637	151,518
4212	Education Travel & Expenses	204,725	164,597	1,917	38,212
4213	Books, Manuals & Publications	326,394	222,751	33,134	70,509
4501	Printing, Forms & Stationery	54,400	11,694	8,889	33,817
4530	Paper, Computer Stock	55,797	35,615	12,305	7,877
<b>TOTAL OFFICE &amp; FIELD OPERATIONS</b>		<b>5,592,311</b>	<b>3,880,468</b>	<b>983,448</b>	<b>728,396</b>

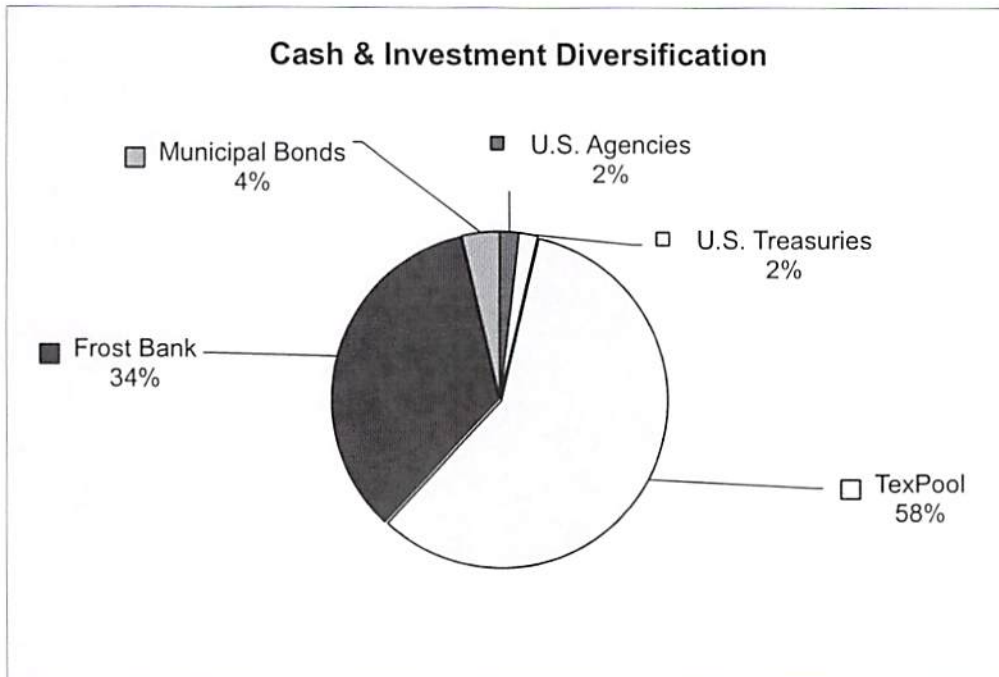
**Harris County Appraisal District**  
**Report of 2019 Line Item Expenditures - General Fund**  
**Adjusted Budget and Year to Date Combined Expenditures and Encumbrances**  
**October 31, 2019**

Account Number	Account Name	Budget Adjusted	Year to Date Expenditures	Year to Date Encumbrances	Budget Variance
<b>COMPUTER OPERATIONS</b>					
5020	CPU & Related Maintenance	144,979	94,210	91,222	(40,453)
5030	Other Computer Maintenance	12,623	7,445	0	5,178
5040	Computer Supplies	26,000	12,532	10,797	2,671
5050	Software Lease & Maintenance	1,833,477	1,875,907	137,607	(180,037)
5060	TP Lines & Installation	0	0	0	0
<b>TOTAL COMPUTER OPERATIONS</b>		<b>2,017,079</b>	<b>1,990,094</b>	<b>239,626</b>	<b>(212,641)</b>
<b>PROFESSIONAL SERVICES</b>					
					<b>0</b>
5510	Financial Auditing	60,300	50,749	3,500	6,051
5520	Legal Services	10,268,967	6,288,638	90,933	3,889,396
5525	Arbitrator Fees & Services	600,000	286,500	450	313,050
5526	State Office of Admin Hearings	5,000	0	0	5,000
5530	Appraisal Services	1,558,564	1,395,078	156,886	6,600
5550	Other Professional Services	1,589,475	621,413	243,765	724,297
5551	Mapping & Records Maintenance	1,392,600	451,420	0	941,180
<b>TOTAL PROFESSIONAL SERVICES</b>		<b>15,474,906</b>	<b>9,093,798</b>	<b>495,534</b>	<b>5,885,574</b>
<b>OFFICE SPACE, UTILITIES &amp; RELATED</b>					
6100	Office Space	2,692,620	2,061,350	411,153	220,117
6150	Utilities	435,234	238,203	172,797	24,234
6200	Building & Fixture Maintenance	2,165,043	1,382,844	358,727	423,472
6400	Casualty & Liability Insurance	143,500	149,382	71	(5,953)
<b>TOTAL OFFICE SPACE, UTILITIES &amp; RELATE</b>		<b>5,436,397</b>	<b>3,831,779</b>	<b>942,747</b>	<b>661,870</b>
6501	Capital Purchases	328,766	261,963	0	66,803
<b>Total Expenditures</b>		<b>88,094,531</b>	<b>62,385,477</b>	<b>11,385,137</b>	<b>14,323,916</b>

**Harris County Appraisal District**  
**Combined Revenues and Expenditures - General Fund**  
**October 31, 2019**


Account Name	Budget	Year to Date Revenues & Expenditures	Year to Date Encumbrances	Budget Variance
<b>ALLOCATION &amp; REVENUES:</b>				
Period Budget Allocation	88,094,531	73,412,236	0	14,682,295
Investment Interest	0	818,138	0	(818,138)
Other Income	0	744,229	0	(744,229)
<b>Total Revenue</b>	<b>88,094,531</b>	<b>74,974,604</b>	<b>0</b>	<b>13,119,927</b>
<b>EXPENDITURES:</b>				
Salaries, Wages & Related	42,095,264	33,012,153	7,461,666	1,621,445
Employee Benefits & Related	17,149,808	10,315,222	1,262,116	5,572,470
Office & Field Operations	5,592,311	3,880,468	983,448	728,396
Computer Operations	2,017,079	1,990,094	239,626	(212,641)
Professional Services	15,474,906	9,093,798	495,534	5,885,574
Office Space, Utilities, & Maintenance	5,436,397	3,831,779	942,747	661,870
Capital Purchases	328,766	261,963	0	66,803
<b>Total Expenditures</b>	<b>88,094,531</b>	<b>62,385,477</b>	<b>11,385,137</b>	<b>14,323,916</b>

INVESTMENT REPORT  
HARRIS COUNTY APPRAISAL DISTRICT  
OCTOBER 31, 2019



The Harris County Appraisal District's investment portfolio is in compliance with the HCAD Investment Policy's investment strategies and Chapter 2256 of the Texas Local Government Code.

Report approved by:

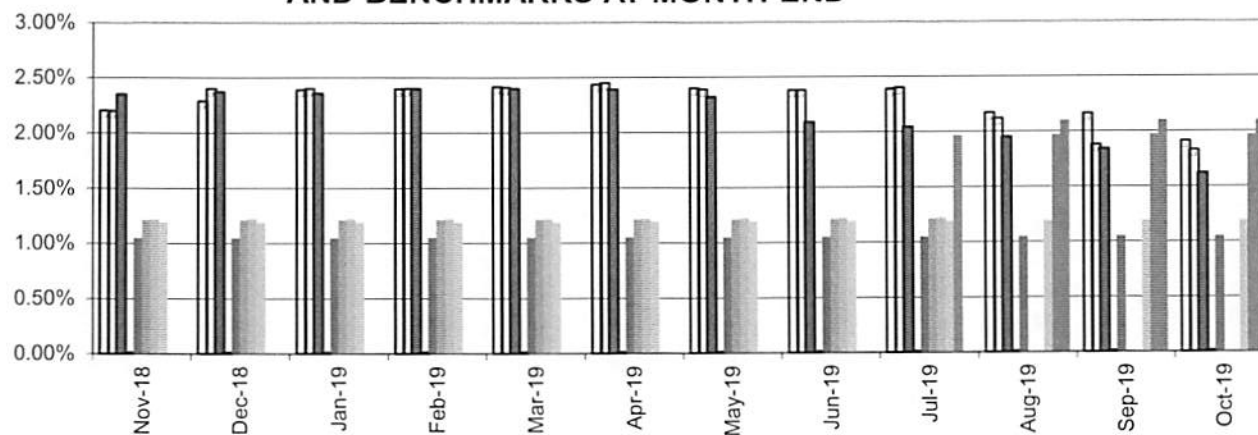
  
Theresa Paul  
Chief Financial Officer

Report approved by:

  
Tracey Dang  
Assistant Chief Financial Officer

  
Kim McKellip  
Budget and Finance Manager

### YIELD ON INVESTMENTS AND BENCHMARKS AT MONTH-END



	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19
□TexPool	2.20%	2.29%	2.39%	2.40%	2.42%	2.43%	2.40%	2.38%	2.39%	2.17%	2.16%	1.91%
□Fed Funds	2.20%	2.40%	2.40%	2.40%	2.41%	2.45%	2.39%	2.38%	2.40%	2.12%	1.88%	1.83%
■90 Day TBill	2.35%	2.37%	2.36%	2.40%	2.40%	2.39%	2.32%	2.09%	2.04%	1.95%	1.84%	1.62%
□Frost Bank	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%
■ Mbond-San Marcos 798781YF1	1.05%	1.05%	1.05%	1.05%	1.05%	1.05%	1.05%	1.05%	1.05%	1.05%	1.05%	1.05%
■ Mbond-TX Southmost 882693BC7	1.21%	1.21%	1.21%	1.21%	1.21%	1.21%	1.21%	1.21%	1.21%	0.00%	0.00%	0.00%
■ Mbond-TX Southmost 88269RAW1	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	1.22%	0.00%	0.00%	0.00%
■ Mbond-HC TX 414005XA1	1.19%	1.19%	1.19%	1.19%	1.19%	1.19%	1.19%	1.19%	1.19%	1.19%	1.19%	1.19%
■ FHLB Disc Corp	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.97%	1.97%	1.97%	1.97%
■ Federal Home Loan Bank	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	2.10%	2.10%	2.10%

**SECURITIES INVENTORY**  
**as of October 31, 2019**

Fund	Purchase Date	Security	Coupon	Rating	Maturity	Yield	Beginning Book/Market	Purchases Deposits	Withdrawals Redemptions	Interest Earnings	Ending Book/Market
<b>General Fund</b>											
<b>Municipal Bonds</b>											
	5-Aug-19	Federal Home Loan Bank CUSIP 3130AGTZ8	2.10%	AAA	5-Aug-20	2.10%	999,773	0	0	0	1,000,013
	7-Dec-17	Harris County TX CUSIP 414005XA1	5.00%	AAA	1-Oct-19	1.19%	1,000,000	0	0	90,833	1,000,000
<b>US Agency Note</b>											
	31-Jul-19	FHLB Disc Corp 313384SK6	n/a	n/a	29-Jan-20	1.97%	993,715	0	0	0	995,925
<b>US Treasury Bill</b>											
	31-Jul-19	U.S. T Bills 912796SQ3	n/a	n/a	31-Oct-19	2.04%	998,444	0	0	25,000	1,000,000
		<b>Total Securities</b>					<b>3,991,932</b>	<b>0</b>	<b>0</b>	<b>115,833</b>	<b>3,995,938</b>
<b>Pools</b>											
General Fund	n/a	TexPool	0.00%	AAAm	n/a	1.912%	30,084,327	0	0	48,840.55	30,133,168
Int. Srv. Fund	n/a	TexPool	0.00%	AAAm	n/a	1.912%	683,039	2,000,000	900,000	2,971.18	1,786,010
		<b>Total Pools</b>					<b>30,767,366</b>	<b>2,000,000</b>	<b>900,000</b>	<b>51,812</b>	<b>31,919,178</b>

**FUNDS ON DEPOSIT & PLEDGED SECURITIES**  
**Harris County Appraisal District**  
**October 31, 2019**

<b>Funds on Deposit</b>	<u>Amount</u>
Interest bearing bank balance, Concentration Account, Frost Bank	18,006,605.45
Interest bearing bank balance, Payroll Tax Account, Frost Bank	6,577.65
Interest bearing bank balance, Insurance Account, Frost Bank	832,097.15
Total Deposits at Frost Bank	<u><u>\$18,845,280.25</u></u>

**Pledged Securities at BNY Mellon as Tri-Party Collateral Custodian at Frost Bank**

Total Securities Value with FDIC insurance	19,241,641.15
Total Collateral Value	18,864,354.07
Excess Pledge Value	<u><u>\$377,287.08</u></u>



**Tri-Party Collateral Agreement**  
**BNY Mellon as Tri-Party Custodian**  
**Price Report for 01 Nov 2019**

FTHA21 - HARRIS COUNTY APPRAISAL DISTRICT/FRS

Par Amount	Description	Source Account	Price	Market Value (USD)	Mkt Value + Intr (USD)	Collateral Value (USD)	Accr Int Factor	Price Factor
Cpn Rate	Currency	Exchange Rate	Maturity	Type	Issuer	Accrued Interest	Margin	Margin %
920,000.00	TEXAS TRANSN COMMN ST HWY FD R		123.328000	1,134,617.60	1,138,450.93	1,116,128.37	0.004167	1.000000
5.00000	USD	1.0000000000	01-Oct-2026	MUBD	039CET	3,833.33	22,322.57	102.00 %
2,040,000.00	TEXAS TRANSN COMMN ST HWY FD R		114.517000	2,336,146.80	2,344,646.80	2,298,673.33	0.004167	1.000000
5.00000	USD	1.0000000000	01-Apr-2034	MUBD	039CET	8,500.00	45,973.47	102.00 %
3,065,000.00	TEXAS ST	GO BDS	113.456000	3,477,426.40	3,490,197.23	3,421,761.99	0.004167	1.000000
5.00000	USD	1.0000000000	01-Apr-2044	MUBD	01W20P	12,770.83	68,435.24	102.00 %
192,032.00	TEXAS ST	GO MOBILITY	122.584000	235,400.51	236,200.64	231,569.26	0.004167	1.000000
5.00000	USD	1.0000000000	01-Oct-2036	MUBD	01W20P	800.13	4,631.39	102.00 %
1,940,000.00	TEXAS ST	GO MOBILITY	123.285000	2,391,729.00	2,399,812.33	2,352,757.19	0.004167	1.000000
5.00000	USD	1.0000000000	01-Oct-2034	MUBD	01W20P	8,083.33	47,055.14	102.00 %
1,225,000.00	TEXAS ST	GO MOBILITY	123.285000	1,510,241.25	1,515,345.42	1,485,632.76	0.004167	1.000000
5.00000	USD	1.0000000000	01-Oct-2034	MUBD	01W20P	5,104.17	29,712.66	102.00 %
157,024.00	TEXAS A & M UNIV PERM UNIV FD PERM		121.098000	190,152.92	193,031.70	189,246.76	0.018333	1.000000
5.50000	USD	1.0000000000	01-Jul-2031	MUBD	03NVO4	2,878.77	3,784.94	102.00 %
277,790.00	SAN ANTONIO TEX INDPT SCH DIST		110.955000	308,221.89	310,567.68	304,478.11	0.008444	1.000000
4.00000	USD	1.0000000000	15-Aug-2041	MUBD	01COBY	2,345.78	6,089.56	102.00 %
455,000.00	SAN ANTONIO TEX ELEC & GAS REV		105.433000	479,720.15	483,132.65	473,659.46	0.007500	1.000000
3.00000	USD	1.0000000000	01-Feb-2031	MUBD	02V8X7	3,412.50	9,473.19	102.00 %
1.00	PECOS BARSTOW TOYAH TEX INDPT		108.132000	1.08	1.09	1.07	0.006861	1.000000
3.25000	USD	1.0000000000	15-Feb-2031	MUBD	01CNWQ	0.01	0.02	102.00 %
156,560.00	NEW CANEY TEX INDPT SCH DIST	ULTD	119.241000	186,683.71	188,336.29	184,643.42	0.010556	1.000000
5.00000	USD	1.0000000000	15-Feb-2042	MUBD	01CNKH	1,652.58	3,692.87	102.00 %
205,000.00	MONTGOMERY TEX INDPT SCH DIST		109.198000	223,855.90	225,587.01	221,163.74	0.008444	1.000000
4.00000	USD	1.0000000000	15-Feb-2041	MUBD	01CNF5	1,731.11	4,423.27	102.00 %
1.00	LIBERTY EYLAU TEX INDPT SCH DI ULTD		109.198000	1.09	1.10	1.08	0.008444	1.000000
4.00000	USD	1.0000000000	15-Feb-2041	MUBD	01CMZ2	0.01	0.02	102.00 %
1,135,000.00	KATY TEX INDPT SCH DIST	REF BDS	123.366000	1,400,204.10	1,412,184.66	1,384,494.76	0.010556	1.000000
5.00000	USD	1.0000000000	15-Feb-2030	MUBD	01CMM2	11,980.56	27,689.90	102.00 %
1,320,000.00	HUMBLE TEX INDPT SCH DIST	ULTD	109.198000	1,441,413.60	1,452,560.27	1,424,078.69	0.008444	1.000000
4.00000	USD	1.0000000000	15-Feb-2041	MUBD	01CMFA	11,146.67	28,481.57	102.00 %
344,358.00	GRAND PRAIRIE TEX INDPT SCH DI ULTD		116.641000	401,662.61	405,297.50	397,350.49	0.010556	1.000000
5.00000	USD	1.0000000000	15-Feb-2041	MUBD	01CLOO	3,634.89	7,947.01	102.00 %
584,753.00	FRISCO TEX INDPT SCH DIST	ULTD	119.878000	700,990.20	707,162.59	693,296.66	0.010556	1.000000
5.00000	USD	1.0000000000	15-Aug-2037	MUBD	01CLE5	6,172.39	13,865.93	102.00 %
1,582,768.00	CROWLEY TEX INDPT SCH DIST		112.067000	1,773,760.61	1,789,588.29	1,754,498.33	0.010000	1.000000
4.00000	USD	1.0000000000	01-Aug-2043	MUBD	01CKQV	15,827.68	35,089.97	102.00 %
42,250.00	CONROE TEX INDPT SCH DIST	ULTD	109.198000	46,136.15	46,492.93	45,581.31	0.008444	1.000000
4.00000	USD	1.0000000000	15-Feb-2041	MUBD	01CKMB	356.78	911.63	102.00 %
32,544.00	BIRDVILLE TEX INDPT SCH DIST	ULTD	115.501000	37,588.65	37,932.17	37,188.40	0.010556	1.000000
5.00000	USD	1.0000000000	15-Feb-2040	MUBD	01CK2H	343.52	743.77	102.00 %
32,928.00	BEXAR CNTY TEX	LTD TAX REF	109.506000	36,058.14	36,555.71	35,838.94	0.015111	1.000000
4.00000	USD	1.0000000000	15-Jun-2040	MUBD	01CK21	497.58	716.78	102.00 %

**Tri-Party Collateral Agreement**  
**BNY Mellon as Tri-Party Custodian**  
**Price Report for 01 Nov 2019**

FTHA21 - HARRIS COUNTY APPRAISAL DISTRICT/FRS

Par Amount	Description	Source Account						Price	Market Value (USD)	Mkt Value + Intr (USD)	Collateral Value (USD)	Accr Int Factor	Price Factor	
Cpn Rate	Currency	Exchange Rate	Mdy	S&P	Fitch	Security Code	Maturity	Type	Issuer	Depository	Accrued Interest	Margin	Margin %	
466,170.00	BEXAR CNTY TEX	COMB TAX					113.475000		528,986.41	537,791.84	527,246.90	0.018889	1.000000	
5.00000	USD	1.0000000000	8II	Aaa	AAA	AAA	088281ML1	15-Jun-2034	MUBD	01CK21	DTC	8,805.43	10,544.94	102.00 %
67,845.00	ARLINGTON TEX INDPT SCH DIST	ULTD					107.824000		73,153.19	73,726.11	72,280.50	0.008444	1.000000	
4.00000	USD	1.0000000000	8II	Aaa	AAA		041826X52	15-Feb-2041	MUBD	01CJSK	DTC	572.91	1,445.61	102.00 %
137,544.00	ALDINE TEX INDPT SCH DIST	ULTD					119.390000		164,213.78	165,665.63	162,417.29	0.010556	1.000000	
5.00000	USD	1.0000000000	8II	Aaa	AAA		014393XR8	15-Feb-2042	MUBD	01CJLG	DTC	1,451.85	3,248.35	102.00 %
44,162.00	ALDINE TEX INDPT SCH DIST	ULTD					115.272000		50,906.42	51,372.58	50,365.27	0.010556	1.000000	
5.00000	USD	1.0000000000	8II	Aaa	AAA		014393VY5	15-Feb-2041	MUBD	01CJLG	DTC	466.15	1,007.31	102.00 %

Total

16,423,730.00

19,129,272.18

19,241,641.15

18,864,354.07

112,368.98

377,287.08

Account: FTHA21 Account Name: HARRIS COUNTY APPRAISAL DISTRICT/FRS

Start Date: 04-Dec-2017 End Date: 01-Nov-2021  
Repo Repricing Rate: 0.0000% Deal Currency: USD  
Deal Amount: 18,864,349.34 Unwind Amount: 18,864,349.34  
Deal Value -> Today: 18,864,349.34 -> Next Business Day: 18,864,349.34  
Listed Positions: 25 Listed Securities Par 16,423,730.00

1) Listed Securities Market Value	.	19,129,272.18
2) + Listed Securities Accrued Interest	.	112,368.98
3) = Listed Securities Total Value	.	19,241,641.15
4) + Cash Total Pledged	.	0.00
5) + Unlisted, Margined Securities Value	.	0.00
6) - Listed Securities Margin Amount	.	377,287.08
7) - Cash Collateral Margin Amount	.	0.00
8) = Total Securities + Cash Coll Value	.	18,864,354.07
9) = Total Required Collateral Value	.	18,864,349.34

**Tri-Party Collateral Agreement  
BNY Mellon as Tri-Party Custodian  
Price Report for 01 Nov 2019**

Grand Totals : Number of Accounts:	1		
Deal Amount:	18,864,349.34	Unwind Amount:	18,864,349.34
Deal Value -> Today:	18,864,349.34	-> Next Business Day:	18,864,349.34
Listed Positions:	25	Listed Securities Par Value:	16,423,730.00

1)	Listed Securities Market Value	19,129,272.18
2)	+ Listed Securities Accrued Interest	112,368.98
3)	= Listed Securities Total Value	19,241,641.15
4)	+ Cash Total Pledged	0.00
5)	+ Unlisted, Margined Securities Value	0.00
6)	- Listed Securities Margin Amount	377,287.08
7)	- Cash Collateral Margin Amount	0.00
8)	= Total Securities + Cash Coll Value	18,864,354.07
9)	= Total Required Collateral Value	18,864,349.34

**BROKER DEALER SERVICES DIVISION  
PRICING, INDICATIVE DATA AND OTHER DISCLOSURES**

The prices of financial assets and indicative data reported or reflected in reports furnished by the Broker Dealer Services Division (BDS) of The Bank of New York Mellon (BNYM) generally are provided by data providers and ratings agencies ("vendors") used by BDS in the ordinary course of business. Trust receipts will be valued based on the face amount of the underlying financial assets, as set forth therein. Prices and indicative data are not independently verified, and may contain errors or omissions.

With respect to certain newly issued financial assets, if vendors do not provide prices, such financial assets will be valued at par or the new issue price for up to three business days. Thereafter, such financial assets will be valued at zero.

With respect to certain financial assets other than new issues, vendors may not provide prices and may not update prices previously provided on a regular basis. If vendors do not provide prices or update previously reported prices within three business days, such financial assets will be valued at zero, unless other arrangements are agreed in writing.

Notwithstanding the foregoing, certain hard-to-price, thinly traded or illiquid financial assets are valued monthly with no adjustment during the interim period (details are available upon request by contacting BDS).

Although BNYM will not utilize prices obtained from brokers or dealers in providing services, BNYM may obtain from any broker or dealer prices and other information and data such as offering memoranda, observable and non-observable information and assumptions in order to assist BNYM's vendors in determining prices of particular financial assets.

With respect to certain financial assets that are not widely held or regularly traded, vendors may report prices based on valuation models which reflect underlying non-observable assumptions that may not be accurate or complete and such models and/or prices may not be regularly adjusted.

The prices reported by BDS may differ from the prices reported or used by other divisions of BNYM or its subsidiaries or affiliates, and such differences may or may not be material. Margin values reported in connection with triparty transactions may differ from margin values used by BNYM for its own account or for the account of its subsidiaries, affiliates or other clients.

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets in default, provided that the prices of such financial assets are made available to BNYM by a vendor which BNYM uses generally for valuing such financial assets.

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets issued by your transaction counterparty or its subsidiaries or affiliates.

Average Traded Volume data is obtained from primary or secondary securities exchanges.

Market data, which is subject to availability, may or may not be current.

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Action Item 7f. Authorize payment of bills and payroll and transfer of funds between line items.

### **Recommendation**

That the board review and approve payment of the attached schedule of bills and payroll, and authorize transfer of funds.

### **Discussion**

The attached list of actual monthly expenditures is for the period of October 1, 2019 through October 31, 2019. The amount of bills and payroll covered by this item is \$5,444,972.33

Section 4, of the 2019 Budget Resolution 2018-01 states: That the chief appraiser of the Harris County Appraisal District be, and he is hereby, authorized to transfer unencumbered balances from one budget account to another budget account during the 2019 fiscal year in amounts of \$25,000 or less. Amounts exceeding \$25,000 may be transferred under the following circumstances and conditions: A written request to effect such transfers exceeding \$25,000 shall be submitted by the chief appraiser to the Board of Directors. Such request shall identify the budget account from which it is proposed the transfer will be made, the budget account to which it is proposed the transfer will be made, and the need or justification for such transfer. Approval of such request by formal action of the Board of Directors must be obtained before the chief appraiser shall be authorized to make such transfer.

### **Motion**

A board member would move to authorize payment of bills and payroll in the amount of \$5,444,972.33 and a transfer of funds for \$2,743,000 as submitted.

Resource staff: Theresa Paul  
Tracey Dang  
Kim McKellip

**Harris County Appraisal District****Recap of Bills and Payroll****October 31, 2019**

Gross Wages		\$2,896,982.50
ARB Per Diem		342,575.58
Deductions/Reductions		
Retirement	199,495.24	
Medical Insurance	99,764.67	
Medicare	44,605.57	
Aflac	15,412.24	
FlexPlan	21,415.52	
Social Security Withholding	22,013.78	
Deferred Comp-VOYA	10,631.00	
Deferred Comp-Nationwide	27,474.72	
Deferred Comp-Security Benefit	8,670.00	
Garnishment (Student Loan)	1,806.08	
Garnishment (Child Support)	6,006.46	
Garnishment (Bankruptcy)	4,947.34	
Vanpool	2,814.00	
Misc Deduction	1,856.40	
Federal Withholding	278,940.10	
Total Deductions/Reductions		<u>(745,853.12)</u>
Net Wage Payments		2,493,704.96
Field Travel & Other Exp.		
Field Mileage and Expense Allowances	10,241.51	
Cell Phone Allowance	4,014.88	
Education Travel & Expenses	21,606.12	
		<u>35,862.51</u>
Total Payments from Payroll Account		2,529,567.47
Bills paid through accounts payable (detail attached)	2,915,404.86	
Total Accounts Payable Payments		<u>2,915,404.86</u>
Total Payments for Bills & Payroll		<u><u>\$5,444,972.33</u></u>

**ACCOUNTS PAYABLE PAYMENTS**  
**OCTOBER 2019**

1320 PENSION W/H PAYABLE	TX COUNTY DISTRICT RETIREMENT SYS#598	199,495.24	
TOTAL			199,495.24
1326 UNEMPLOYMENT IN W/H PAYABLE	TEXAS WORKFORCE COMMISSION	5,823.04	
TOTAL			5,823.04
1346 VANPOOL PAYABLE - STAR	STAR	4,879.00	
TOTAL			4,879.00
1347 DEF COMP W/H PAYABLE SB	SECURITY BENEFIT	8,670.00	
TOTAL			8,670.00
1350 DEF COMP W/H PAYABLE ING	Voya Institutional Trust Company	10,631.00	
TOTAL			10,631.00
1378 STUDENT LOAN PAY TX GARN	TEXAS GUARANTEED STUDENT LOAN	393.70	
TOTAL			393.70
1379 STUDENT LOAN PAY U S DEPT	U S DEPARTMENT OF EDUCATION	732.22	
TOTAL			732.22
1381 BANKRUPTCY GARN PAY PEAKE	DAVID G PEAKE STANDING TRUSTEE	2,692.62	
TOTAL			2,692.62
1395 BANKRUPTCY GARN PAY HEITK	WILLIAM E HEITKAMP	2,254.72	
TOTAL			2,254.72
1402 STUDENT LOAN PAY PHEAA	PHEAA	680.16	
TOTAL			680.16
3040 PART-TIME SEASONAL WAGES	CORESTAFF Services	18,150.53	
TOTAL			18,150.53
3501 GROUP HEALTH INSURANCE	AmWINS Group Benefits, Inc./TAC TAC EMPLOYEE BENEFITS POOL	14,257.96 144,815.40	
TOTAL			159,073.36
3503 WORKERS COMPENSATION INS	TML INTERGOVERNMENTAL RISK POOL	89,709.20	
TOTAL			89,709.20
3506 GROUP VISION INSURANCE	National Guardian Life Insurance Co	6,499.33	
TOTAL			6,499.33
3520 RETIREMENT	TX COUNTY DISTRICT RETIREMENT SYS#598	442,593.93	
TOTAL			442,593.93
4001 OFFICE SUPPLIES	AMAZON CAPITAL SERVICES Cintas CITIBANK OFFICE DEPOT BUSINESS SERVICES DIV ULINE	1,285.91 128.88 44.00 4,565.20 2,609.00	
TOTAL			8,612.99
4003 OFFICE EQUIPMENT MAINT			

**ACCOUNTS PAYABLE PAYMENTS**  
**OCTOBER 2019**

	AMAZON CAPITAL SERVICES	5,036.18	
	Brew Tech Service	97.50	
	CANON SOLUTIONS AMERICA INC	23,475.00	
TOTAL			28,608.68
4011 TP & COMMUNICATIONS SVC			
	A T & T INFORMATION SYSTEM	190.48	
	COMCAST	532.99	
	Comcast Business	2,814.70	
	PHONOSCOPE COMMUNICATIONS INC	1,800.00	
	VERIZON WIRELESS	17,934.64	
TOTAL			23,272.81
4020 PHOTOCOPIER LEASES			
	ELP ENTERPRISES INC	2,641.28	
	XEROX CORPORATION	7,348.33	
TOTAL			9,989.61
4021 COPIER, SUPPLIES & MAINT			
	CANON SOLUTIONS AMERICA INC	778.15	
	XEROX CORPORATION	343.57	
TOTAL			1,121.72
4040 PUBLIC NOTICE ADVERTISING			
	CITIBANK	30.01	
	DAILY COURT REVIEW	1,383.38	
TOTAL			1,413.37
4050 SECURITY SERVICES			
	Adrian D Galloway	3,900.00	
	Chakia Desuan Bradford	2,520.00	
	GALLS LLC	471.91	
	Jwaun Walker	1,957.50	
	Kevin G Devine	457.50	
	Kevin Garner	415.40	
	VINSON GUARD SERVICE	7,656.80	
TOTAL			17,379.11
4060 FIELD TRVL, VANPOOL & OTHER			
	AL Odom Law Firm	44.08	
	Ben Pape	100.92	
	GLENN E PETERS	31.32	
	James Robinson	45.24	
	MIKE SULLIVAN	103.82	
	Pete Pape	40.60	
	Wanda Adams	41.76	
TOTAL			407.74
4080 VEHICLE GASOLINE & MAINT			
	CITIBANK	265.00	
TOTAL			265.00
4090 RECORDS STORAGE & SUPPLIES			
	Shred-It	1,119.74	
TOTAL			1,119.74
4097 EMPLOYEE RECOGNITION ACTIVITIE			
	O.C. Tanner Recognition Company	2,303.67	
TOTAL			2,303.67
4100 POSTAGE, MAILING & HANDLING			
	LSO	73.81	
	QUESTMARK INFORMATION MANAGEMENT IN	11,861.24	
	U S POSTMASTER	2,500.00	
	U S POSTMASTER	150,000.00	
TOTAL			164,435.05
4200 PROF REGISTRATION DUES			
	CITIBANK	254.00	

**ACCOUNTS PAYABLE PAYMENTS**  
**OCTOBER 2019**

	Southeast Texas Association of Public Purchasing	240.00	
<b>TOTAL</b>			<b>494.00</b>
<b>4202 SEMINARS &amp; OTHER TUITION</b>			
	Asociacion de Empresarios Mexicanos	80.00	
	CITIBANK	7,293.87	
	GREATER HOUSTON PARTNERSHIP	1,500.00	
	Interactive Advantage Corporation	595.00	
	University of Texas At Austin	225.00	
	GULF COAST CHAPTER TAAO	780.00	
	UNIVERSITY OF HOUSTON	1,100.00	
<b>TOTAL</b>			<b>11,573.87</b>
<b>4212 EDUCATION TRAVEL &amp; EXPENSES</b>			
	CITIBANK	2,566.97	
	GLENN E PETERS	1,486.60	
	Wanda Adams	346.89	
<b>TOTAL</b>			<b>4,400.46</b>
<b>4213 BOOKS, MANUALS &amp; PUBLICATIONS</b>			
	AMAZON CAPITAL SERVICES	1,256.00	
	CITIBANK	376.87	
	COSTAR REALTY INFORMATION INC	11,820.09	
	HOUSEHOLD DRIVERS REPORT INC	14.00	
	LOCATE PLUS CORPORATION	29.95	
	NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING	83.00	
	THOMSON REUTERS - WEST	547.00	
	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, IN	195.00	
	TEXAS DEPT OF PUBLIC SAFETY CRIME RECORDS SERVICES	1.00	
<b>TOTAL</b>			<b>14,322.91</b>
<b>4501 PRINTING, FORMS &amp; STATIONERY</b>			
	JAYDEN GRAPHICS INC	2,886.00	
	XPRESS BUSINESS PRODUCTS	199.90	
<b>TOTAL</b>			<b>3,085.90</b>
<b>4530 PAPER, COMPUTER STOCK</b>			
	BOSWORTH PAPERS INC	2,298.80	
<b>TOTAL</b>			<b>2,298.80</b>
<b>5020 CPU &amp; RELATED MAINTENANCE</b>			
	CDW COMPUTER CENTERS INC	17,000.00	
<b>TOTAL</b>			<b>17,000.00</b>
<b>5040 COMPUTER SUPPLIES</b>			
	AMAZON CAPITAL SERVICES	21.97	
<b>TOTAL</b>			<b>21.97</b>
<b>5050 SOFTWARE LEASE</b>			
	d/b Cadient Talent, LLC.	2,600.00	
	CDW COMPUTER CENTERS INC	978.60	
	CENTRE TECHNOLOGIES	178,358.05	
	CITIBANK	2,310.89	
	ECCENTEX CORPORATION	145,350.00	
	ENTERPRISE TRAINING SOLUTIONS	25,200.00	
	LogMeIn USA, Inc	175.00	
	Goanimate Inc	849.00	
	LEXISNEXIS Risk Solutions - Billing ID 6693733	2,910.00	
	SERENIC SOFTWARE INC	1,502.50	
	Valcre Ventures LLC	1,980.00	
	ZASIO ENTERPRISES INC	1,495.00	
<b>TOTAL</b>			<b>363,509.04</b>
<b>5520 LEGAL SERVICES</b>			
	COURT REPORTERS CLEARINGHOUSE, INC	394.88	
	Glen W Patterson JR	750.00	
	McElvaney Public Affairs LLC	4,000.00	
	Morae Global Corporation	1,200.00	
	OLSON & OLSON	691,622.15	



**ACCOUNTS PAYABLE PAYMENTS**  
**OCTOBER 2019**

TOTAL		697,967.03
5530 APPRAISAL SERVICES		
	CAPITOL APPRAISAL GROUP LLC	62,376.71
	HUGH L LANDRUM & ASSOC INC	81,478.35
	PRITCHARD & ABBOTT INC	39,349.62
TOTAL		183,204.68
5550 OTHER PROFESSIONAL SERVICES		
	ACCUDATA SYSTEMS	2,500.00
	Courthouse Direct.com ATTN: ACCOUNTS RECEIVABLES	4,000.00
	GENESYS WORKS HOUSTON	1,453.20
	immixTechnology, Inc.	129,925.89
	PROPERTYINFO CORPORATION	27,000.00
	Shield Screen, LLC	399.35
	TEXAS ANALYST, INC	439.51
TOTAL		165,717.95
6150 UTILITES		
	CITY OF HOUSTON WATER DEPARTMENT	7,910.70
TOTAL		7,910.70
6200 BLDG & FIXTURE MAINTENANCE		
	Alpine Engineering & Construction, LLC	8,962.05
	AMAZON CAPITAL SERVICES	718.09
	CHEM-AQUA INC.	498.52
	CITIBANK	10.31
	CITY OF HOUSTON, BLDG INSPECTIONS	320.98
	COLLIERS PROPERTY MANAGEMENT SERVICE LLC	18,164.60
	CORRECT ELECTRIC INC	5,325.00
	Environmental Coalition Inc.	173.66
	Gowan Inc	5,500.00
	GRAINGER DEPT 804346823	337.86
	Kilgore Industries, LP	4,580.00
	Lariat Contract Flooring	2,149.00
	Lindsey's Northwest Office Furniture	1,265.00
	MARTIN LANDSCAPE MANAGEMENT INC	950.00
	MARTIN'S WINDOW CLEANING CORP	195.00
	MCCOY WORKPLACE SOLUTIONS MSC #900	17,282.12
	Megacenter Pineway LLC Attn: Patricio Ureta	7,215.00
	DBA Hawk Security Systems	59.99
	POLLOCK INVESTMENTS INC	409.55
	PROGRESSIVE TECHNOLOGIES LLC	5,613.30
	PURA FLO CORPORATION	576.45
	REPUBLIC SERVICES #853	1,331.15
	Stripe N Sweep Inc	450.00
	TDCJ	205.52
	TE-KO CONTRACTORS INC	873.85
	Way Engineering, Ltd.	1,349.06
	WILSON FIRE EQUIPMENT & SERVICE CO, INC.	1,908.00
TOTAL		86,424.06
6400 CASUALTY & LIABILITY INSURANCE		
	MARSH Wortham	71.00
	TML INTERGOVERNMENTAL RISK POOL	146,194.95
TOTAL		146,265.95
TOTAL OCTOBER 2019 PAYABLE PAYMENTS		2,915,404.86

Action Item 8. Authorize the chief appraiser to enter into a contract for audit services.

### **Recommendation**

That the board authorize the chief appraiser to enter into a contract for audit services.

### **Discussion**

The Property Tax Code, Section 6.063 requires the board of directors to have prepared an audit of its affairs by an independent certified public accountant or a firm of independent certified public accountants at least once each year.

### **Comments on the Proposal**

The firm of Belt Harris Pechacek, LLLP has proposed a contract for \$49,253 and \$50,463 for fiscal years 2020 and 2021, respectively. Each year represents an increase of 2.45% and 2.46%, respectively. Funds for audit services have been recommended in the district's 2020 budget in account 8006-5510, Financial Auditing.

### **Motion**

A board member would move to authorize the chief appraiser to enter into a contract with Belt Harris Pechacek, LLLP for audit services for fiscal year 2020 and 2021.

Resource Staff: Theresa Paul  
Tracey Dang



OCT 16 AM 10:16  
RECEIVED  
HARRIS CO. APPRAISAL DIST.  
BUDGET & FINANCE DIST.

## Engagement Letter

October 9, 2019

Roland Altinger, Chief Appraiser  
Harris County Appraisal District  
13013 Northwest Freeway  
Houston, Texas 77292-0975

We are pleased to confirm our understanding of the services we are to provide for the Harris County Appraisal District (the "district") for the years ended December 31, 2020 and 2021.

### Audit Services

We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the district as of and for the years ended December 31, 2020 and 2021.

### Limited Procedures

Accounting standards generally accepted in the United States of America provide for certain Required Supplementary Information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the district's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the district's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule(s)
3. Pension Schedule(s) as applicable
4. OPEB Schedule(s) as applicable

### In Relation Opinion

We have also been engaged to report on supplementary information other than RSI that accompanies the district's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards

generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

1. Combining Statement(s) and Schedule(s)

### **Unaudited Information**

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information:

1. Introductory Section
2. Statistical Section

### **Nonaudit Services**

In connection with the engagement, we will perform services unrelated to our attest function. The additional services we will provide include:

1. **Preparation of Documents**  
We will assist in preparing the financial statements and related notes of the district in conformity with GAAP based on information provided by the district.
2. **Advisory Services**  
We will provide routine advisory services through phone calls, conferences, or otherwise, in connection with incidental matters arising during the year. We encourage open lines of communication throughout the year as part of our services.
3. **Correspondence**  
We will handle all normal correspondence from grantor, regulatory, or oversight agencies related to the audit.
4. **Professional Proofing**  
To ensure documents issued in connection with the audit engagement are professional in appearance, we will submit both client-prepared information, as well as documents created entirely by the auditor, to an independent professional proofreader for a cover-to-cover inspection. This review will include consistent formatting, grammar, logic, and any other items that may detract from the document. This process is over and above technical reviews performed.
5. **Printing and Binding**  
All final hard copy documents will be printed on a 1200 dpi or better resolution copier and bright white report paper. Reports will be bound with GBC-brand plastic combs with 30 mil oversized covers. We will manually inspect each page from one document and spot check remaining reports for printing errors. Our reports will be centered, properly aligned, and free of smudges and other detracting elements.
6. **Electronic Adobe Searchable PDF**  
In addition to providing hard copy documents, we will also provide all final documents in electronic image files in Adobe PDF format, suitable for posting in electronic agenda packages, posting on websites, or transmitting by email to regulatory agencies.
7. **Client Portal - Auditbox**  
We will provide the district access to our proprietary AuditBox online site to provide a central repository where both the district's personnel and audit team members can see documents being exchanged during the process to eliminate duplicate requests from audit team members. Both the district's documents, as well as final audit documents, will be hosted on the site providing an archive of information that new personnel may access in subsequent years, if information is needed regarding what was provided for a prior year audit or a copy of audit documents issued.

### **Other Services**

We will also assist in preparing the financial statements of the district in conformity with GAAP based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the district's financial statements. Our report will be addressed to management and members of the governing body of the district. We cannot provide

assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

#### **Audit Procedures-General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures-Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures-Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the district's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

Fees for our services are based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, word processing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

Items that likely will increase the fee estimate include:

1. Assistance with addressing matters that were designated as management responsibility, which include closing schedules and closing entries.
2. Submission of audit data within 60 days of a client requested completion date or filing deadline, requiring overtime hours to meet the deadline.
3. Changes to accounting pronouncements, professional standards, laws, and regulations not known to us as of the date of this letter that have a significant impact on time requirements.
4. Changes in the operations and significant matters that materially change the audit scope such as evaluation of the impact of joint ventures, debt issuance/refunding/advance extinguishment, forbearance agreements, notice of material events, enforcement actions, required corrective actions, self-insurance, environmental liabilities, going concern, and/or other postemployment benefits.
5. Significant increases in State or Federal funding requiring State and/or Federal Single Audits and/or increases to the number of grants classified as major programs by the Office of Management and Budget (OMB) or state requirements.
6. Follow up on allegations or discovery of a) noncompliance with laws, regulations, and policies; b) fraud, waste, and abuse; c) significant deficiencies in internal control; d) nepotism; and e) related party transactions.

As customary in the industry, the price quoted is an estimate. In accordance with rules of the State Board of Public Accountancy, we cannot be bound to provide the audit for the amount estimated. However, in practice, we honor our fee quotes unless adverse conditions such as those described above are encountered.

#### Fee Estimates

	2020	2021
Financial Statement Audit	\$ 43,988	\$ 45,198
Additional Fees: (Optional) CAFR Preparation	\$ 5,265	\$ 5,265

#### Non-Single Audit Engagement

A federal single audit is required by the OMB's Uniform Guidance when federal funds over \$750,000 are expended. Federal single audit fees vary based on the number of major programs as defined by OMB. The additional technical verbiage that is necessary when a federal single audit is required is not included within this engagement letter, nor does the proposed engagement fee include additional fees related to a federal single audit.

A state single audit is required when grant funds that originated from the State of Texas (this does not include federal monies passed through the State) over \$750,000 are expended. State single audit fees vary based on the number of major programs as defined by the *State of Texas Single Audit Circular*. The additional technical verbiage that is necessary when a state single audit is required is not included within this engagement letter, nor does the proposed engagement fee include additional fees related to a state single audit.

Should you exceed the federal and/or state single audit thresholds, a new engagement letter will be required.

#### Billing Protocol

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Generally, 40 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 60 percent after a draft of the financial statements is issued. Accordingly, the fee will be split 40/60 between budget years. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written

notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

#### **Foreign Terrorists Organizations**

Pursuant to Chapter 2252, Texas Government Code, we represent and certify that, at the time of execution of this letter, neither we nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code or Subchapter F of Chapter 2252 of the Texas Government Code or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term 'foreign terrorist organization' in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

#### **Vendor Representation Regarding Israel**

Pursuant to Chapter 2270, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel during the term of the contract. The term 'boycott Israel' shall have the meaning ascribed to this term in Section 808.001 of the Texas Government Code.

#### **Required Non-Appropriation Clause**

Notwithstanding anything contained in this engagement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for fees due under this engagement agreement, the district will immediately notify us in writing of such occurrence and this agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made.



**Authorization of CPA's Disclosure**

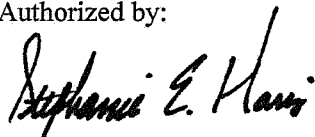
Any client certified public accountant involved with assisting us shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permission to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

We appreciate the opportunity to be of service to the district and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

**Belt Harris Pechacek, LLLP**  
*Certified Public Accountants*

Authorized by:



Stephanie E. Harris, CPA, CGMA  
Partner

**RESPONSE:**

This letter correctly sets forth the understanding of Harris County Appraisal District.

---

Roland Altinger, Chief Appraiser

---

Date



CPAs • Tax • Audit & Accounting

*Empowering Peace of Mind*

Report on the Firm's System of Quality Control

To the Partners of Belt Harris Pechacek, LLLP  
And the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP (the firm) in effect for the year ended June 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/orsummary](http://www.aicpa.org/orsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act;

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP in effect for the year ended June 30, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Belt Harris Pechacek, LLLP has received a peer review rating of *pass*.

*Bumgardner, Morrison + Company, LLP*

BUMGARDNER, MORRISON & COMPANY, LLP  
December 14, 2018

Bumgardner, Morrison & Company, LLP  
Certified Public Accountants

Members - American Institute of Certified Public Accountants  
Texas Society of Certified Public Accountants  
AICPA Private Companies Practice Section  
AICPA Employee Benefit Plan Audit Quality Center  
AICPA Government Audit Quality Center

1501 E Mockingbird Lane, Suite 300  
PO Box 3750  
Victoria, Texas 77903-3750  
Phone: 361.575.0271  
Fax: 361.578.0880  
Website: BMCcpa.com

Action Item 9. Authorize the chief appraiser to enter into an Interlocal Agreement with Harris County Department of Education to participate in its Choice Partners purchasing cooperative.

### **Recommendation**

That the board authorize the chief appraiser to enter into an Interlocal Agreement with Harris County Department of Education, HCDE.

### **Discussion**

The Harris County Department of Education master agreement makes available efficient and cost-effective acquisitions of goods and services required by government entities. Examples of contracted items are technology products, office supplies, facilities repair and renovation.

### **Comments**

Membership in this cooperative requires completion, upon Board approval, of the attached agreement. The agreement shall automatically renew annually unless HCAD provides proper notice.

### **Motion**

A board member would move to authorize the chief appraiser to exercise the option to enter into an Interlocal Agreement with Harris County Department of Education.

Resource staff: Tammy Argento

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& \_\_\_\_\_**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and \_\_\_\_\_, a local governmental entity and/or political subdivision (“LGE”), located in \_\_\_\_\_ (city), \_\_\_\_\_ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. HCDE agrees to:**
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. LGE agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.
- LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.
6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
  7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
  8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
  9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

\_\_\_\_\_ ("LGE")  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

\_\_\_\_\_  
Name of Local Governmental Entity

Harris County Department of Education

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

James Colbert, Jr.

\_\_\_\_\_  
Title

County School Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Type of Local Governmental Entity (*select one*):

- ☐ School District      ☐ Charter School  
☐ County                ☐ City/Municipality  
☐ University            ☐ College  
☐ State Entity  
☐ Governmental entity/other: \_\_\_\_\_



Action Item 10. Review and approve renewal of contracts for utilities, minerals, and industrial appraisal services. The 2020 budgeted amount for these contracts is \$1,447,864 which is the same as in 2019.

**Recommendation:**

That the board authorize the chief appraiser to execute contracts with the following independent appraisal firms:

Capitol Appraisal Group, Inc.	Gregg Davis, Executive Vice-President
Hugh L. Landrum & Associates, Inc.	Hugh L. Landrum, Jr., President
Pritchard & Abbott, Inc.	Shannon Stary, District Manager

**Discussion:**

Section 25.01(b) of the Property Tax Code authorizes the chief appraiser, subject to approval of the Board, to contract with private appraisal firms for appraisal services.

The Harris County Appraisal District has previously contracted for the services of these valuation engineering firms to appraise certain industrial, mineral, and utility properties. The taxing units participating in the district have supported this program.

Funds for these contracts will be available in the 2020 budget under Account 5530, Appraisal Services. The 2020 budgeted amount for these contracts is \$1,447,864 which is the same cost as 2019.

Utilization of these services is cost effective and will assist in the timely completion of the year 2020 appraisal process. Each contractor will be responsible for appraising properties listed on the pages titled Exhibit A and Exhibit A-Part II (for Pritchard & Abbott only) in each contract along with any property owned by other parties that may be located at their assigned facility on January 1, 2020. A sample contract, Exhibit B, and a description of contractor accounts for tax year 2020 are attached.

**Motion:**

A board member would move to authorize the chief appraiser to execute the appraisal contracts.

Resource staff: Hal Long  
Loren Williams

PRITCHARD & ABBOTT, INC.

The year 2020 contract with P&A is for the appraisal of the following account types:

- Minerals (G1 - PPT E) 4,978 accounts
- Gas Distribution (J2 - PPT K) 13 accounts
- Gas Distribution Systems (J2 - Real) 13 accounts
- Electric Transmission/Distribution Lines (J3 - PPT W) 11 accounts
- Electric Companies and Electric Co-ops (J3 - Real) 38 accounts
- Telephone Companies (J4 - PPT M) 17 accounts
- Railroads (J5 - PPT D) 12 accounts
- Pipelines (J6 - PPT C) 4,389 accounts
- Pipelines (J6 – Real) 9 accounts
- Major TV Cable Systems (J7 - PPT X) 12 accounts
- General Industrial Real and Personal (PPT V) 229 accounts

The proposed contractual amount for the year 2020 is \$489,301 which is the same cost as 2019.

HUGH L. LANDRUM & ASSOCIATES, INC.

The year 2020 contract with Landrum is for the appraisal of the following type of accounts:

- General Industrial Real and Personal (PPT V) 1,146 accounts

The proposed contractual amount for the year 2020 is \$543,189 which is the same cost as 2019.

CAPITOL APPRAISAL GROUP, INC.

The year 2020 contract with Capitol is for the appraisal of the following type of accounts:

- General Industrial Real and Personal (PPT V) 480 accounts

The proposed contractual amount for the year 2020 is \$415,374 which is the same cost as 2019.

# PROFESSIONAL SERVICES CONTRACT

Between

Harris County Appraisal District

And

**CONTRACTOR NAME**

THIS CONTRACT, is made and entered into by and between the Harris County Appraisal District (hereinafter referred to as the "District"), a political subdivision of the State of Texas with its main offices located in the City of Houston, Harris County, Texas and *[insert Contractor name]*. (hereinafter referred to as the "Contractor ") with its main offices located at *[insert Contractor address]*.

## WITNESSETH:

WHEREAS, Section 25.01 of the Texas Property Tax Code authorizes a chief appraiser, with the approval of the board of directors of the district, to contract with a private appraisal firm to perform appraisal services for an appraisal district; and

WHEREAS, the District has determined that the Contractor possesses the necessary technical knowledge and expertise in the matter of mass appraisals and valuations of such properties for property tax appraisal purposes;

NOW THEREFORE, for and in consideration of these premises and the mutual covenants and agreements herein contained, the District and the Contractor agree as follows:

### I. SCOPE OF SERVICES

For and in return of consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the Contractor shall provide the following professional appraisal services:

- A. The Contractor will appraise certain properties which may include industrial, mineral, railroad, utility and/or pipeline properties, excluding land, as set forth in the list of properties and areas of properties attached hereto as Exhibit "A" and categories of properties identified in Exhibit "A – Part II" incorporated herein for all purposes.
- B. All appraisal services provided by the Contractor shall be conducted in accordance with generally accepted appraisal practices appropriate for the specific property in question, including the Uniform Standards of Professional Appraisal Practice as recognized by the Appraisal Standards Board of the Appraisal Foundation, and conforming to the laws of the State of Texas, particularly, but not limited to the Texas Property Tax Code. Any deviation from such practices shall be subject to the prior written approval of the chief appraiser. In performing such services, the Contractor shall adhere to certain guidelines as promulgated by the Texas Property Tax Code and prepared by the District for use in the appraisal of industrial, mineral, railroad, utility and pipeline properties, a copy of which is attached hereto as Exhibit "B" and incorporated herein for all purposes. The Contractor shall furthermore observe the procedures for processing renditions and communications with the District and taxpayers as indicated by Exhibit "B" as well.
- C. Any questions regarding appropriate appraisal practices shall be submitted in writing to the chief appraiser for final written approval or disposition prior to implementation. The chief appraiser is and shall be the final authority in deciding what constitutes appropriate appraisal practices to be used in appraising the particular properties contemplated under this contract and in accordance with existing law.
- D. The Contractor shall secure for the District all information reasonably necessary for the use of the District, in determining the proper appraised values to be fixed upon such properties for appraisal purposes and to generally compile such information as shall be necessary for the purpose of appraising properties indicated in Exhibit "A" and, if applicable, Exhibit "A – Part II" by the District and the Appraisal Review Board. Upon the written request of the District, information and data needed for valuation of each account will be supplied in electronic data files. Contractor will format the required data as described by the District for importation of the data into the District's computer system. The reporting and submission for these data files is described in Exhibit "B" and will be provided in text files or EXCEL spreadsheet as specified by the District. The Contractor shall meet with the District periodically during the period of performance of this contract and shall make available for inspection by the District all information secured during the Contractor's services for the purpose of determining the proper appraised value of the properties described in Exhibit "A" and, if applicable, Exhibit "A – Part II".

- E. The Contractor shall prepare a summary report for calendar year 2020, as requested by the District, after the substantial completion of Appraisal Review Board hearings, said report to show final values for the properties covered by the Contractor's services hereunder and a brief explanation of the property and any changes to the valuation of said property. The Contractor will prepare a summary report, by jurisdiction, of new value for real and personal property being added to the current appraisal roll, this amount should include the personal property that is located in a new improvement and that entered the taxing unit after January 1 of the preceding year, and include construction in progress added since January 1 of the preceding year.
- F. The Contractor agrees that its personnel shall appear and testify in any Appraisal Review Board or judicial proceeding that involves the basis for, or the results of valuations prepared by the Contractor. Compensation for any and all appearances before the Appraisal Review Board is included in the overall cost of this contract. Compensation for appearances before other judicial or quasi-judicial proceedings shall be on a per diem basis as stated in Section III-C hereof.
- G. Parties agree that the chief appraiser may, at its sole discretion increase or reduce the number of accounts or properties which the Contractor is to appraise under the terms and provisions of this contract; provided, however, that the District shall notify the Contractor of any deletion of a property before the Contractor undertakes the appraisal of that property. If the chief appraiser adds one or more properties to the list of properties that the contractor is to appraise, the parties shall agree in writing on the delivery date for those properties. If the District adds or deletes properties under this option, the compensation stated in Section III of this contract shall be increased or decreased by a pro rata amount depending upon the number of accounts or properties added or deleted.

## II. PERIOD OF PERFORMANCE

- A. The appraisal services required under the terms and provisions of this contract shall be for the 2020 tax year. The Contractor shall complete and submit all valuations as listed below, including all reports, valuations, support documentation, or other documents, including all Tax Abatement allocations, reasonably deemed necessary by the District for the performance of said services:

<u>TYPE</u>	<u>DUE DATE</u>
Real Property	March 16, 2020
Minerals	April 20, 2020
Personal Property	May 4, 2020
Railroad Rolling Stock	May 11, 2020
Utilities	May 18, 2020
Settlement File	July 6, 2020
Pre-certification File	July 6, 2020

- B. Accounts of substantial value on which a protest has been timely filed must be determined by Friday, July 10, 2020, to ensure that the District is able to meet the certification date of July 20.
- C. The District shall have the option, but not the obligation, to extend this contract for the 2021 tax year.

## III. COMPENSATION AND LIMIT OF APPROPRIATIONS

- A. In return for the services to be provided under this contract, the District shall pay to the Contractor a total fee, based on services rendered, not to exceed [contract price] as such costs are allocated and compiled based on items in Exhibit "A" and, if applicable, Exhibit "A – Part II". The District's obligations will be payable solely from

funds appropriated in the District's budget for the year in which such obligations may be due and payable. In the event that no funds or insufficient funds are appropriated for payment of obligations, the Contract shall be terminated without liability to the District, its officers, agents, or employees.

- B. The Contractor shall submit invoices to the District for progress payments based on the percentage completion of the project. The invoices must be in a form acceptable to the District and must be submitted on a monthly basis beginning February 1, 2020. The District shall pay the Contractor eighty-five percent (85%) of each approved invoice on or about thirty (30) days from the District's receipt of said invoice. The subsequent payment of the remaining fifteen percent (15%) of each approved invoice, withheld by the District from each progress payment, shall be made within thirty (30) days following the Contractor's completion of services, to the complete satisfaction of the District, rendered under this contract. It is stipulated by the Contractor and the District that timely completion of the Contractor's work under the schedule set forth in Section II is a material element in determining the District's satisfaction with said work.
- C. In addition, the Contractor shall be compensated on a per hour basis for the services of the Contractor's personnel during hearings before a tribunal or body of appropriate jurisdiction, such payments to be made at a rate of one hundred dollars (\$100.00) per hour not to exceed eight hundred dollars (\$800.00) per day.
- D. The DISTRICT will pay itemized written invoices within 30 days of receipt and approval by the District's Chief Financial Officer, subject to the provisions regarding payments and the limitations set forth in this section. Pursuant to Chapter 2251 of the Texas Government Code, as amended, specifically §2251.021, payments shall become overdue on the 46th day after receipt of invoice. It is also understood and agreed that pursuant to Section 2251.025 of the Texas Government Code overdue payments shall bear interest at the rate of one percent each month.
- E. **LIMITATION OF APPROPRIATIONS.** Prior to execution of this Contract, Contractor has been advised by District and Contractor clearly understands and agrees, such understanding and agreement being of absolute essence to this Agreement, that District has available the total maximum sum of [contract price] specifically allocated to fully discharge any and all liabilities or obligations that may be incurred by District.

#### IV. OWNERSHIP OF DOCUMENTS

- A. All work products of this contract including, but not limited to reports, maps, estimates, projections, recommendations and other records or supporting data developed by or used by the Contractor in performing this contract shall be subject to inspection by the District. Such inspection to be held upon reasonable notice to the Contractor and to be conducted during normal business hours.
- B. In compliance with Section 25.01 of the Texas Property Tax Code, copies of all appraisals, together with supporting data, shall be made available to the District and shall be public records. As required by Subsection (c) of Section 25.01 of the Texas Property Tax Code, the term "supporting data" shall not be construed to include any personal notes, correspondence, working papers, thought processes or any other matters of privileged or proprietary nature, except to the extent required by law. All paper documents, backup copies of appraisal data and supporting data will be maintained by Contractor in accordance with the record retention policy of the District and will be supplied on request for use in hearings, litigation or other uses as needed by the District. Contractor agrees to promptly comply with requests for information under Sec. 25.195, Tax Code, and to timely notify the District of any problems with compliance.
- C. Renditions and other reports of both tangible personal property and real property that are submitted to the Contractor are considered filed with the Chief Appraiser and are therefore subject to all applicable rendition laws as provided for under Chapter 22 of the Texas Tax Code. Accordingly, the Contractor will expedite delivery of all original renditions received by the Contractor to the District to ensure penalties are not erroneously imposed. Copies of the rendition may be made and kept of record by the Contractor to assist in the preparation of any appraisal performed on behalf of the District.
- D. It is expressly understood and agreed that the District, its officers and employees may request advice, decisions, and opinions of the Attorney General of the State of Texas in regard to the application of The Texas Public Information Act to any information, or any part thereof, or other item or data furnished to the District and/or Contractor whether or not the same are available to the public. It is further understood that the District, its officers and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to District by Contractor in reliance

on any advice, decision or opinion of the Attorney General of the State of Texas. The Contractor agrees to maintain the confidentiality of any confidential data provided to it by the district to the maximum extent permissible under law.

- E. In the event District receives a written request for information pursuant to the Texas Public Information Act (the "ACT") that affects Contractor's rights, title to, and interest in any information, or a part thereof, or other items or data furnished to District by Contractor under this Agreement, then District will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is not subject to the Act, or excepted from disclosure pursuant to the requirements of the Act. Contractor must send its comments and information to the Attorney General within the time period prescribed by the Act.

## **V. APPLICABLE LAWS AND QUALIFICATIONS**

- A. The Contractor represents that it shall familiarize itself with, observe, and at all times observe and comply with all federal, state and local laws, codes, ordinances, regulations, policies and procedures in any manner affecting the conduct of the Contractor's services including, but not limited to, any rules, regulations, requirements, or policies promulgated by the Texas Department of Licensing and Regulation and the Property Tax Division of the State Comptroller's Office or their successor boards or agencies, the Appraisal Standards Board of the Appraisal Foundation applicable to mass appraisal, the Harris County Appraisal Review Board, and by the Chief Appraiser. The Contractor has furthermore received copies of and shall observe the policies and procedures set forth in the District's hearing manual and correction manual and any amendments thereto that may be provided to the Contractor by the District.
- B. The Contractor shall conduct the appraisal of properties according to the applicable statutes of the State of Texas including, but not limited to the Texas Property Tax Code in effect as of the date of signing this contract and amendments to the Code that may arise, and shall comply with such other changes in the statutes during the term of this contract that do not substantially affect the cost of performance. In the event changes to the applicable statutes become effective after the signing of the contract and such changes substantially affect the cost of the Contractor's performance of the contract, the parties shall determine the necessity of implementing such new or changed requirements as they relate to the Contractor's responsibilities under this contract and, if warranted, the parties shall mutually agree on the required additional services by the Contractor including additional compensation where appropriate.
- C. The Contractor represents that it is qualified to perform the services to be furnished under this Contract and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform. The Contractor will provide the District with a statement on each staff member who will have appraisal responsibilities in Harris County to establish their technical qualifications and highlight their general appraisal experience, including technical qualifications, the courts in which they have testified as an expert witness, and other specific experience in appraising properties of the type involved in this agreement. This statement is to be provided to the District by the time this contract is executed.

## **VI. INDEPENDENT CONTRACTOR**

The relationship of the Contractor to the District shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this contract. By entering into this contract with the District, the Contractor acknowledges that it shall be acting as an independent contractor in the performance of its duties under this contract. No officer, agent, or employee of the Contractor is, nor will be for any purpose, an employee of the District, and no officer, agent, or employee of the Contractor is entitled to any of the benefits and privileges of an employee or officer of the District.

## **VII. INDEMNIFICATION AND INSURANCE**

- A. The Contractor agrees that it will at all times defend, indemnify, and hold harmless the District against any and all claims for bodily injury, death or property damage which may arise in the course of the Contractor's performance of this contract, whether said claims are asserted before, during, or after the term or termination of this contract.
- B. The Contractor shall maintain public liability insurance, automobile liability insurance and, if applicable, worker's compensation insurance. The public liability insurance shall be in the form of comprehensive general liability with the inclusion of contractual liability coverage and shall provide limits of one million dollars (\$1,000,000.00) for

each person and one million dollars (\$1,000,000.00) for each occurrence for bodily injury liability and one million dollars (\$1,000,000.00) for each occurrence of property damage liability. The worker's compensation insurance shall provide employer's liability insurance in the amount of one hundred thousand dollars (\$100,000.00).

#### **VIII. TERM AND TERMINATION**

- A. This Contract shall be effective beginning January 1, 2020 and shall terminate upon the expiration of one (1) year, on December 31, 2020, unless extended for another one (1) year term by the District, as provided in Section II herein.
- B. The District may terminate this contract with or without cause at any time upon thirty-days (30) written notice to the Contractor. Upon receiving such notice, the Contractor shall discontinue all services in connection with the performance of this contract and shall promptly proceed to cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this contract.
- C. As soon as practicable after receiving notice of termination, the Contractor shall submit a statement to the District showing in detail the services performed under this contract to date of termination including close down costs and close out costs. Close down costs shall mean costs incurred by the Contractor prior to termination by the District and in the performance of the Contractor's duties hereunder. Close out costs shall mean costs reasonably incurred by the Contractor after termination hereof to cease performance and dispense with previously committed materials or personnel.
- D. Copies of all completed or partially completed reports, designs, plans, computations, specifications or other work prepared pursuant to this contract shall be delivered to the District and final payment shall be made to the Contractor in accordance with this Section of the contract.
- E. The responsibility of the District to the Contractor in the event of termination under this article shall be limited as stated herein and the Contractor specifically waives all claims of lost revenues, profits or other remuneration due to or allegedly due to a termination of the contract hereunder.

#### **IX. EVENTS OF DEFAULT**

Notwithstanding anything in this Contract to the contrary, the following are hereby agreed to and defined as events of default by the District and the Contractor:

- A. Failure of the Contractor to perform or observe any of the obligations, covenants, agreements and conditions required to be performed or observed under this contract when such failure is not due to and the direct result of the fault or negligence of the District.
- B. The dissolution or liquidation of the Contractor; the filing of any voluntary or involuntary petition in bankruptcy in which the Contractor is the debtor; the grant of a discharge in bankruptcy to the Contractor; an assignment for the benefits of creditors by the Contractor; the entry into an agreement or composition with its creditors by the Contractor; the approval of a plan of reorganization, rearrangement, adjustment or composition of or in respect to the Contractor under the Federal Bankruptcy Code or any similar federal or state law for the Contractor or for its property.
- C. In the event of the occurrence of any one of the above-mentioned defaults, the District shall have the right to terminate this contract on ten (10) days written notice to the Contractor, provided that such termination shall be ineffective if within said ten (10) day period the Contractor cures the default to the satisfaction of the District. It is further provided that such termination may be stayed at the sole option of the District pending the Contractor's satisfactory cure of said default if the action to cure begins during the ten (10) day period and is expressly accepted by action of the District's Board of Directors.

#### **X. ADDRESS AND NOTICE**

- A. Unless otherwise provided in this contract, any notice, communication, request, reply, or advice (herein severally and collectively for convenience called "notice") herein provided or permitted to be given, made, or accepted by any party to the other party must be in writing and may be given or be served by depositing the same in the United States Mail postpaid and/or certified and addressed to the party to be notified with return receipt requested or by delivering same to an officer of such party or by prepaid telegram, when appropriate, addressed to the party

to be notified. Notice deposited in the United States Mail in the manner hereunder described shall be conclusively deemed to be effective, unless otherwise stated in this contract, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner other than that stated herein shall be effective only if and when actually received by the party to be notified.

B. For the purpose of the notice, the addresses to the parties shall, until changed as herein provided, be as follows:

To the District:

Harris County Appraisal District  
P. O. Box 920975  
Houston, TX 77292-0975

Attention: Chief Appraiser

To the Contractor:

Contractor Name  
Contractor Address  
Contractor City, State, Zip

Attention: Contact Person

C. Each party shall have the right at any time to change its respective address and each shall have the right to specify at its address any other address, provided that at least fifteen (15) days written notice is given to the other party of any such new address.

#### **XI. CONTRACTOR APPRAISAL PERSONNEL**

The contractor shall, upon approval of the contract by the Board of Directors, identify their key appraisal personnel, the position each person holds within the Contractor firm, and the properties said personnel appraise for the contractor firm. The list of personnel shall be submitted to the Associate Chief Appraiser for the Business and Industrial Property Division for approval. At any time during the performance of the contract, if any key personnel are changed, the contractor shall submit the changes to the Associate Chief Appraiser for the Business and Industrial Property Division for approval.

#### **XII. MONITORING OF CONTRACT PERFORMANCE**

Contract performance for appraisal related matters shall be monitored by the Associate Chief Appraiser for the Business and Industrial Property Division, or his designee. Contract performance for non-appraisal related matters shall be monitored by the Associate Chief Appraiser for the Business and Industrial Property Division.

#### **XIII. REMEDIES CUMULATIVE**

The rights and remedies contained in this contract shall not be exclusive, but shall be cumulative of all other rights and remedies now or hereafter existing whether by statute, at law or in equity; provided, however, that neither party shall terminate this contract except in accordance with the provisions hereof.

#### **XIV. NON-WAIVER**

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

#### **XV. CONSTRUCTION OF CONTRACT**

This contract is to be construed in conjunction with Exhibits "A", "A Part II" (if applicable), and "B" attached hereto and for all purposes made a part hereof. The terms and provisions of this contract shall not be construed against or in favor of a party hereto on the grounds that such party did or did not author said contract.



## **XVI. TAX EXEMPT**

The District is a political subdivision organized under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. Section 151.309, as amended. Exemption certificates will be provided upon written request.

## **XVII. NO PERSONAL LIABILITY**

Nothing in this Contract is construed as creating any personal liability on the part of any officer or agent of any public body that may be a party to this Contract.

## **XVIII. SUCCESSORS AND ASSIGNS**

The contract shall bind and benefit the respective parties and their legal successors and shall not be assignable in whole or in part by any party hereto without first obtaining the written consent of the other party.

## **XIX. SUB-CONTRACTORS**

The Contractor shall not sub-contract in whole or in part its duties, responsibilities, or obligations under the terms and provisions of this contract without the prior written consent and approval of the District. By virtue of any sub-contracted relationship, the Contractor shall not be released in whole or in part from its duties, responsibilities or obligations to perform as described hereunder.

## **XX. DISTRICT PERSONNEL**

The Contractor shall not make an offer of employment to any current employee of the District without the prior written consent of the chief appraiser.

## **XXI. ENTIRE CONTRACT**

This contract and the Exhibits "A", "A Part II" (if applicable), and "B" attached hereto comprise the contract documents and the complete and entire contract between the parties. There are no prior effective agreements, oral or written, between the parties for the performance of the services described herein. This contract may not be altered or amended except in writing approved by both parties.

## **XXII. CAPTIONS**

The captions for each section of the contract are guides and labels to assist in locating and reading such articles and, therefore, will be given no effect in construing this contract and shall not be restrictive on the subject matter of any section or part of this contract.

## **XXIII. SEVERABILITY**

If any provision of this contract shall be legally invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the contract. The entire contract should be construed as if not containing the provision and the rights and obligations of the parties shall be construed and enforced accordingly.

## **XXIV. ARBITRATION**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be submitted to non-binding arbitration before the parties may initiate arbitration, litigation or some other type of dispute resolution process.

## **XXV. CHOICE OF LAWS**

The Contract is subject to the laws the State of Texas and shall be construed and governed according to the laws of the State of Texas. The sole and exclusive venue for any dispute arising between the parties to this agreement shall be in Harris County, Texas.

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals, each of equal force, on behalf of the Harris County Appraisal District by its duly authorized representative and on behalf of Contractor, by its duly authorized representative.

**HARRIS COUNTY APPRAISAL DISTRICT**

By: \_\_\_\_\_  
Name: ROLAND ALTINGER  
Title: Chief Appraiser  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

LEGAL SERVICES DIVISION  
HARRIS COUNTY APPRAISAL DISTRICT

By: \_\_\_\_\_  
Name: L. SUSAN HERRERA  
Title: Chief Legal Officer  
Date: \_\_\_\_\_

**CONTRACTOR NAME**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT B

### GUIDELINES FOR USE BY CONTRACTORS IN THE APPRAISAL OF COMPLEX PROPERTIES FOR THE HARRIS COUNTY APPRAISAL DISTRICT

Appraisal methods and procedures: The following procedures are guidelines to be used in performing appraisals for the property categories listed. The District reserves the right to specify certain appraisal procedures or methods to be applied, as the District shall direct, for any category of property or any specific property. Any discrepancies as to the appropriate method or procedure shall be referred to the District for disposition.

Appraisal standards to be used: The standard of appraisal used shall be the same as required by the laws of this state including, but not limited to, the Texas Property Tax Code. In performing appraisal services for a county appraisal district, said services are to be undertaken in the same manner as charged to the chief appraiser by law.

#### Specifications: Complex Properties

##### A. Property inspection

1. List all real and personal property items at the assigned facility. This will include, as applicable, all property whether owned, leased, or at the facility for any other reason.
2. Create a drawing of all major buildings showing exterior dimensions and include the number of stories, materials of construction, and type of construction. Obtain site plot plan showing improvements, if possible.
3. Coordinate with the property owner on taking pictures of structures at the subject facility.
4. Discuss with facility personnel any problems unique to the subject property including observation of physical and functional conditions of the facility components during plant inspection.
5. Obtain a plot plan, engineering drawings, and any other available data.
6. The Contractor shall schedule an on-site inspection of and valuation of major facilities to take priority over smaller facilities whenever possible.
7. The Contractor shall include any District personnel during the on-site inspection when deemed necessary by the District.

##### B. Property appraisal

1. Apply the three approaches to value, where applicable: Cost, Market, and Income Approach.
2. Request all necessary data, including financial, as necessary to adequately appraise the contracted facility and explain and defend any or all approaches to value when required.
3. Land appraisal - The contractor will not be required to appraise land associated with any contracted facility, but will be required to obtain all land values from the District.
4. New Construction
  - a. Real property - All items completed during the previous calendar year or still under construction on January 1 of the current tax year that are improvements on the land shall have their value listed by jurisdiction.
  - b. Personal property - All items installed during the previous calendar year or still under construction on January 1 of the current year, either of which entered the taxing unit after January 1 of the preceding year, shall have their value listed by jurisdiction.

C. Value submission - As the valuation of contracted properties is completed, the contractor shall submit finalized values to the District identified by the HCAD account number in the format specified by HCAD. As a part of the value submission, all hearing evidence must also be submitted.

##### D. Independent School District Preliminary Values

1. The Property Tax Code requires the Chief Appraiser to certify estimated preliminary values to the county, cities and each Independent School District by April 30th.
2. The contractor shall submit notice values and evidence which support the notice values no later than the dates specified in the contract on all real and personal property accounts.
3. All notice values will be used in compiling values and shall include any indication from the property owner or representative of a claimed exemption and the nature of the claimed exemption so this information can be used to ensure the accuracy of the values.

E. Value revisions - If during discussions with the property owner any additional information causes the contractor to revise a previous value, the contractor shall submit the revised value and supporting evidence (see N3) to the District in the form and manner required by the district.

F. Timetable - The contractor shall provide to the District by December 1 a written appraisal plan showing completion dates of appraisal tasks that conform to the deadlines established in this contract. If for any reason the Contractor must make changes to their appraisal plan that will affect the contract deadlines, a new appraisal plan is to be submitted to the District.

G. Renditions

1. All renditions shall be prepared and mailed by the District.
2. The contractor shall inform all property owners that they are to submit their original renditions to the District and that the property owner may submit copies to the contractor.
3. If the contractor should receive an original rendition of any type, the contractor shall forward that rendition in its entirety to the District.
4. If the contractor receives any original information from the property owner that is used to value the subject property, the contractor shall forward the information in its entirety to the District. If the information is received confidentially, the contractor must inform the District in writing that information has been received sufficient to value the subject property.
5. The District shall transmit electronic copies of all contracted account renditions to the appropriate contractor.

H. Value settlements

1. The contractor shall determine an account's informal settlement eligibility before executing an informal value settlement.
2. All informal value settlements must be completed in their entirety before execution and submission to the Appraisal District.
3. Each value settlement shall have only one account number per form, except for mineral accounts, utility accounts, and large industrial accounts where approval from HCAD has been obtained to list more than one account.
4. All informal value settlements must include a breakdown of values by category.
5. All informal settlements must have the names of signees printed as well as signed. Also, whether they are a company representative or an agent should be notated on each settlement with their TDLR number if applicable.
6. All informal value settlement forms shall be added to the Districts FTP site as specified by the District.
7. The notice value on an account must be listed as the initial value on the settlement form.

I. Hearings

1. Informal settlements - The contractor may conduct informal value settlements at their place of business or the Appraisal District under the following three (3) conditions only:
  - a. The account is not yet noticed for the tax year in question.
  - b. The account is noticed for the tax year in question but the 30-day protest period has not expired.
  - c. The account is under protest but has not yet been scheduled for a hearing.
2. Informal meetings - The contractor shall have a qualified person available at the Appraisal District on the day of the scheduled informal meeting to conduct the meeting with the property owner or designated representative.
3. Formal hearings - The contractor shall be prepared to present and explain its appraisal at the time of the Appraisal Review Board hearing.
4. Hearing Evidence - The contractor must produce evidence that supports their market appraisal as well as evidence that will support equity as laid out in Chapter 41.43 (b) of the Texas Property Tax Code. The hearing evidence is due simultaneously with the finalized values report.

J. Periodic reports - For monthly payment of invoices, the contractor shall submit with the invoice a spreadsheet showing percent complete of accounts in Exhibit "A" and a percent complete by category of accounts in Exhibit "A II" (if applicable).

K. Comptroller's Standards - The contractor shall comply, where applicable, with the standards under which the Comptroller's Property Tax Division will audit an appraisal district.

L. Summary reports

1. The contractor shall submit for all contracted properties a summary report, as requested by the District, that will include for each contracted account the values submitted for the contracted tax year, copies of value settlement forms, hearing-related forms and documents, calculation details, correspondence, inspection notes and details, and any other documentation that will show the property was fully reviewed for valuation purposes.
2. The contractor shall submit to the District a summary report, as requested by the District, by jurisdiction of the new taxable value related to tax abatements where said tax abatement expired at the end of the preceding

calendar year, or the percentage of value tax abated changed compared to the preceding January 1, or the amount the tax abatement was changed due to some other reason related to the tax abatement. This report shall consist of final values and is due no later than July 6th of the current tax year.

#### M. Post-Certification Correction Motions

1. When applicable, contractors shall notify the industrial manager by e-mail of any certified account requiring correction for years eligible for a correction. Contractors must provide all necessary documentation electronically to support the correction motion.
2. If a property owner or agent submits an original correction motion to the contractor, the contractor shall immediately forward the original motion and any attachments and correspondence to the District.
3. All corrections and value changes required on accounts that have been certified must be agreed to by the chief appraiser or his designee. Corrections that are not agreed to by the District will not be approved.
4. Each correction must be properly classified (e.g., clerical error, form or location error, etc.) and documentation must be submitted that demonstrates the account qualifies under the law and guidelines to be corrected.
5. In the event the contractor agrees with a property owner or agent that a correction should be made, the agreement will not effect until it is approved by the Chief Appraiser or designee.

#### N. Electronic Data Reporting

1. Submission of notice values
  - a. The contractor shall submit all real and personal property valuation data in an electronic excel file as specified by the District for direct importation into the Districts' CAMA systems.
  - b. All data fields will be arranged in a manner and format as specified by the District.
  - c. The Contractor will retain all paper files unless requested by the District.
  - d. The Contractor will have all accounts listed in Exhibit A in the notice value submission.
  - e. As specified by the District, the Contractor will notify the District of any addition or deletion of accounts in their electronic file.
  - f. The Contractor will be responsible for any maintenance of the electronic file that must be performed before the file can be uploaded by HCAD.
2. Submission of revised values - Contractor shall submit all revised values in the same format as notice values. For each account, the revised value submission shall be dated and numbered in ascending number order and titled "Revised Value Submission #\_\_."

#### 3. Submission of hearing evidence

- a. Hearing evidence shall be provided in PDF format.
- b. Hearing evidence will follow the naming conventions below for each distinct property type.
  - a. Minerals  
Supplemental evidence is attached for mineral accounts using the railroad commission (RRC) number. A single RRC file may be attached to many mineral accounts.

File Naming Convention: MNRL123456.pdf

For the example above, 123456 is the RRC#. Use leading zeros if the RRC# is less than 6 digits (i.e. MNRL000123.pdf). If multiple files are to be provided for a single RRC#, the RRC# should be appended with an underscore and short description (i.e. MNRL000123.pdf, MNRL000123\_Unit.pdf, MNRL000123\_001.pdf, etc.)

- b. Pipelines  
Supplemental evidence is attached for pipeline accounts using the owner number. A single owner file may be attached to many pipeline accounts.

File Naming Convention: PIPE1234567.pdf

For the example above, 1234567 is the owner number. Use leading zeros if the owner number is less than 7 digits (i.e. PIPE0000123.pdf). If multiple files are to be provided for a single owner number, the owner number should be appended with an underscore and short description (i.e. PIPE0000123.pdf, PIPE0000123\_001.pdf, PIPE000123\_002.pdf, etc.)

- c. Utilities  
Supplemental evidence is attached for utility accounts using the owner number. A single owner file may be attached to many utility accounts.

File Naming Convention: UTIL1234567.pdf

For the example above, 1234567 is the owner number. Use leading zeros if the owner number is less than 7 digits (i.e. UTIL0000123.pdf). If multiple files are to be provided for a single owner number, the owner number should be appended with an underscore and short description (i.e. UTIL0000123.pdf, UTIL0000123\_001.pdf, UTIL000123\_002.pdf, etc.)

d. Real Property and General Personal

Real and personal property will be named with a leading 4 letter identifier and followed by the HCAD account number.

Personal Property

File Naming Convention: PERS1234567.pdf

Real Property

File Naming Convention: REAL1112223334444.pdf

In the case that a single document must be added to multiple accounts, duplicates must be created and named for each appropriate account number. In the case that multiple documents must be attached to one account, the HCAD account number should be appended with an underscore and short description (i.e. REAL1122334455667\_001.pdf, REAL1122334455667\_002.pdf, REAL1122334455667\_003.pdf)

c. Hearing evidence is due to HCAD on the same day the values are due, by property type, as provided by the contract in Section II – Period of Performance.

O. Rolling Stock

1. The contractor must submit the Statement of The Valuation of Rolling Stock (form 50-112) with the submittal of the railroad rolling stock values for each active rolling stock account.



DRAFT

Action Item 11. Review proposals and award a contract for replacement of two A/C system units in HCAD's computer room at the building.

### **Recommendation**

That the board review proposals and award a contract for replacement of two chilled water air conditioning system units at the HCAD building.

### **Discussion**

The current Liebert units, originally placed in service in 2004, have been used 5 years longer than their reasonably-expected useful life of 10 years. These units are located in our computer room and run 24/7. Their condition warrants replacement.

In September, the board authorized request for proposals on the replacement of two Liebert units. Nine packets were mailed to firms on the district's bidders list and a notice was published twice, as required and the RFP was posted to the HCAD website. Nine vendors attended the site visit and five submitted proposals.

### **Comments on the Proposal**

The proposals were:

Vendor	Model	2 - A/C Units	Parts Only Warranty	Total Cost
Gowan, Inc.	Liebert	\$93,000	\$2,530	\$95,530
A/W Mechanical	Liebert	\$98,500	\$4,000	\$102,500
CFI Mechanical, Inc.	Liebert	\$101,120	\$1,500	\$102,620
AMS of Houston, LLC	Liebert	\$123,841	\$2,889	\$126,730
Kilgore, Industries LP	Liebert	\$170,140	\$3,150	\$173,290

The timeline is estimated to be two months which includes five to six weeks to order the A/C units and two weeks for installation. Funds are available in the 2019 Budget under account 6200, Building & Fixture Maintenance.

### **Motion**

A board member would move to award a contract for replacement of two A/C system units in the computer room at the HCAD Building.

Resource staff: Roland Altinger  
Jason Cunningham  
Theresa Paul  
Tammy Argento

Action Item 12. Review proposals and award a contract for replacement of one chiller at the HCAD Building.

### **Recommendation**

That the board review proposals and award a contract for replacement of one 340-ton chiller at the HCAD building.

### **Discussion**

Chiller #1, originally placed in service in 1977, has been used 12 years longer than its reasonably-expected useful life. Its condition warrants replacement.

This September, the board authorized request for proposals on the replacement of Chiller #1. Eleven packets were mailed to firms on the district's bidders list and a notice was published twice, as required and the RFP was posted to the HCAD website. Eight vendors attended the site visit and five submitted proposals.

### **Comments on the Proposal**

The proposals were:

Vendor	Model	Chiller #1	Compressor Warranty	Total Cost
CFI Mechanical, Inc.	Carrier	\$172,898	\$6,582	\$179,480
AMS of Houston, LLC	Carrier	\$176,869	\$15,730	\$192,599
Kilgore, Industries LP	Non-specific	\$183,100	\$17,500	\$200,120
Bilfinger Westcon, Inc.	Non-specific	\$192,120	\$16,000	\$208,120
Gowan, Inc.	Non-specific	\$205,000	\$16,300	\$221,300

The timeline is estimated to be three months which includes ten weeks to order the chiller and five days to two weeks for installation. Funds are available in the 2019 Budget under account 6200, Building & Fixture Maintenance.

### **Motion**

A board member would move to award a contract for replacement of one chiller at the HCAD Building.

Resource staff: Roland Altinger  
Jason Cunningham  
Theresa Paul  
Tammy Argento



Action Item 13. Review proposals and award a contract for the remodel of the public restrooms on levels one (1) and three (3) at the HCAD Building.

### **Recommendation**

That the board review proposals and award a contract for the remodel of public restrooms on levels one (1) and three (3) at the HCAD Building.

### **Discussion**

The public restrooms on levels one (1) and three (3) are in-need of considerable remodeling. Over the 14 years of occupancy, these restrooms have been well maintained, but now require updates.

The following upgrade went out for proposal:

- Replace existing countertops
- Replace all toilets, sinks, faucets, soap dispensers and flush valves
- Wall repair and painting
- Replace existing mirrors
- Replace existing downlights and recessed lights with LED's
- Clean tile and grout on floor and walls (Acid Wash)
- Replace paper towel dispensers
- Relocate and/or add changing stations
- Relocate entry door to north wall (level 1)

In September, the board authorized request for proposals on the remodel of public restrooms on levels one (1) and three (3). Fifteen packets were mailed to firms on the district's bidders list and a notice was published twice, as required and the RFP was posted to the HCAD website. Three vendors attended the site visit and two submitted proposals.

### **Comments on the Proposal**

<b>Vendor</b>	<b>Downtime</b>	<b>Total Cost 4 - Restrooms</b>
Alpine Engineering & Construction, LLC	2 -3 weeks per bathroom	\$128,311.70
O'Donnell/Snider Construction, Inc	45 days	\$180,428.00

### **Motion**

A board member would move to award a contract for the remodel of the public restrooms on levels one (1) and three (3) at the HCAD Building.

Resource staff: Roland Altinger  
Jason Cunningham  
Theresa Paul  
Tammy Argento

Action Item 14. Review taxing unit's request for waiver of penalty and interest on taxing unit's quarterly assessment and authorize waiver if good cause shown.

### **Recommendation**

Review taxing units request(s) for waiver of penalty and interest on taxing units quarterly assessments and authorize waiver if good cause shown.

### **Discussion**

Section 6.06, Tax Code provides that for good cause shown, the board of directors of an appraisal district may waive penalty and interest on late payment by a taxing unit of the unit's quarterly budget allocation to the district.

### **Comments on the proposal**

Attached is a letter from the B&A Municipal Tax Service, LLC requesting a waiver of penalty and interest for late payment due September 30, 2019. Payment will be received the week of November 8<sup>th</sup>. The board needs to determine whether good cause is shown.

### **Motion**

A board member would move to approve or disapprove the taxing units request for waiver of penalty and interest on late payment of the unit's quarterly budget allocation to the district in the estimated amount of \$405.

Resource Staff: Roland Altinger  
Jason Cunningham  
Theresa Paul  
Tracey Dang

- ① Original Check 1997 dated 9.1.19
- ② Cleared our bank (I assumed HCAD had cashed so I didn't question)
- ③ Received check from Arthur Gallagher  
11/5/19
- ④ Sent fax to Arthur Gallagher asking them where the CK was to be applied. 11/5/19
- ⑤ Arthur Gallagher's office called me 11/6/19 and that's when I found out the check should have been mailed to HCAD not to their office.
- ⑥ New Check is being cut to HCAD to cover 4th Quarter INVOICE PS19001710
- ⑦ Sent Letter to BOD Respectfully requesting consideration for Penalty to be waived.



MUNICIPAL TAX SERVICE, LLC

November 6, 2019

Board of Directors  
Harris County Appraisal District

Re: West Harris County MUD 11  
4<sup>th</sup> Quarter Assessment  
Invoice PSI19001710

Dear Board of Directors:

Our office processed the payment for the 4<sup>th</sup> Quarter invoice received back in September. However, we received notice November 5, 2019, that the check had been mailed to the incorrect office and they inadvertently cashed the check. We contacted their office and asked why they would cash a check that was not payable to them. They stated that they just run the checks through not looking at who they are payable to. Our office received a reimbursement check and a new check will be immediately reissued to HCAD for the 4<sup>th</sup> quarter assessment charges.

We are respectfully asking if the penalty can be waived. See attached proof.

Should you have any questions, please do not hesitate to contact me at 713-900-2680.

Sincerely,

A handwritten signature in blue ink, reading 'Rebecca M. Olvera'.

Rebecca M. Olvera, RTC



ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.  
PREMIUM TRUST ACCOUNT  
2850 GOLF ROAD, ROLLING MEADOWS, IL 60008

BMO HARRIS BANK N.A.  
ROSELLE, ILLINOIS

70-1558/719

270410

PAY TO THE ORDER OF Seven Thousand Seven Hundred Fifty Three Dollars and 00 Cents  
DATE 10/23/2019 AMOUNT \$7,753.00  
VOID AFTER 180 DAYS  
West Harris County MUD 11  
TAX FUND ACCOUNT  
13333 Northwest Freeway Suite 505  
Houston, TX 77040  
*Marie Lupton*

⑈ 270410 ⑈

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

270410

Account	Check Date	Invoice	P.O. #	Debit
121001	10/23/2019			\$7,753.00
	\$7,753.00		10/23/2019	Check # 270410

Return Premium\_Cash on Account\_West Harris County MUD 11

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

270410

*Received 11/5/19*

\*\*\*\*\*  
 \*\*\* FAX TX REPORT \*\*\*  
 \*\*\*\*\*

## TRANSMISSION OK

JOB NO.	4040
DEPT. ID	91
DESTINATION ADDRESS	
PSWD/SUBADDRESS	
DESTINATION ID	
ST. TIME	11/05 10:08
USAGE T	03' 41
PGS.	3
RESULT	OK

B&A Municipal Tax Services  
 13333 N.W. Freeway, Suite 250  
 Houston, Texas 77040  
 713-900-2680

facsimile transmittal

To:	Gallagher	Fax:	1-630-228-6978
From:	B&A Municipal Tax (WHC 11)	Date:	11.5.19
Re:	Your check 270410 \$7,753.00	Pages:	2+Cover
CC:			
(x) Urgent	( For Review	( Please Comment	(x) Please Reply ( Please Recycle

Notes: We have received your check # 270410 in the amount of \$7,753.00, however, no tax statements for payment were included and we are unable to identify an account to pay.  
 Please provide us with account numbers you are trying to pay

You may contact our office at 713-900-2680 to discuss

Regards,

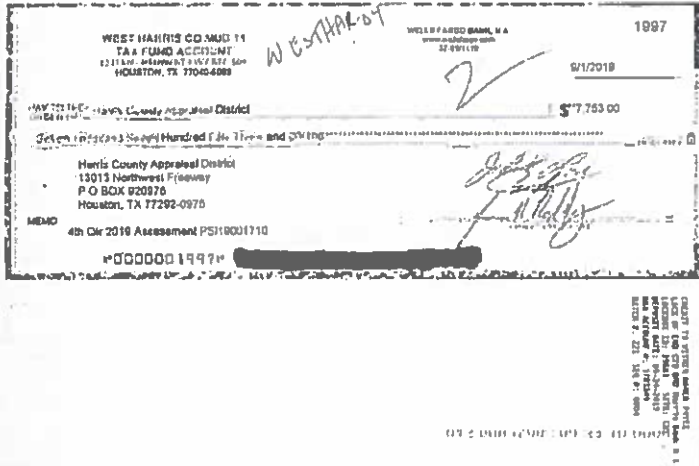
Rebecca M. Olvera, RTC



## Transaction Search

## Images

Date/Time Printed: 11/06/2019, 7:08 AM PST  
Check 1997 - 7753.00 USD



Arthur Galagher's  
Office cashed  
check

## Item Details

Account Number [REDACTED]  
Account Name WESTHARRIMU#  
Check 1997  
Amount 7753.00 USD Debit  
BAI Code 475  
Transaction Type CHECK PAID  
Posting Date 09/24/2019  
As of Date 09/24/2019

## Additional Item Details

[REDACTED]  
CHECK

Item Sequence Number [REDACTED]  
Bank ID [REDACTED]

### Discussion

A total of 293 individuals, employees, ARB members, Board of Directors, and dependents took advantage of this year's flu immunization program. Statistics for each of the last four years are noted below.

### FLU SHOTS ADMINISTERED

DIVISION	YEAR			
	2016	2017	2018	2019
Appraisal Review Board	52	24	11	12
Office of Chief Appraiser	3	2	2	1
Technical Education & Certifications	3	2	3	3
Communications Services Division	4	4	2	5
Legal Services Division	7	7	8	7
Human Resources Division	5	2	1	0
Appraisal Operations Division	0	0	4	2
Business & Industrial Property Division	38	31	37	26
Commercial Property Division	45	41	36	43
Residential Property Division	55	42	43	42
Audit Support Services Division	6	4	6	7
Review Appraisal Division	17	18	27	19
Geographic Information Systems	13	13	10	13
ARB Operations	13	14	16	16
Jurisdiction Communications Division	4	3	2	4
Information & Assistance Division	73	64	65	64
Information Systems Division	20	17	21	11
Budget & Finance Division	11	10	11	13
Contractors	3	2	0	1
Board of Directors	1	2	5	3
Dependents	0	2	0	1
<b>Totals</b>	<b>375</b>	<b>304</b>	<b>310</b>	<b>293</b>

Resource Staff:

Robert Ripley  
Stacy Hilliard



Discussion Item 16. Report on protests and hearings, including iFile and ISettle activities.

### **Discussion**

Jeff Morrison, Chief of Hearings will give a verbal report on protests and hearings, including *iFile* and *iSettle*.

Resource Staff: Jeff Morrison

## **Board of Directors November 2019**

Teresa S. Terry  
Taxpayer Liaison

1. Mr. Scherer's complaint was referred to the TLO by Commissioner Radack's office. Among his concerns were repeated flooding and the 2013 flood map of his area was incorrect. He also wanted information on appealing an ARB hearing. Senior staff in Residential Valuation reviewed his area. It was determined that HCAD maps are consistent with FEMA-FIRM maps which were effective in his area in 2013. His property is located in a neighborhood which includes sales of flooded and non-flooded properties. His was not previously listed as one which flooded in Hurricane Harvey. A correction was processed reducing the value to reflect the flooding which he experienced. He was pleased with the outcome.
2. A former member of the ARB contacted the TLO for an explanation of the recent legislative change that renders him ineligible to reapply for continued service on the review board. The ARB Counsel assisted the TLO in responding with the exact verbiage contained in the new ruling. This information was provided to the gentleman in response to his inquiry.
3. A call from Commissioner Ellis' to the TLO requested clarification of issues regarding a specific ARB hearing. The pastor of a local church was dissatisfied with the panel's decision not to reinstate his church's exemption which had been granted for several years. Research of the account and a review of the hearing revealed that the church had not complied with development /construction requirements necessary to qualify for the Religious Exemption. The ARB sustained the District's action to cancel the exemption.
4. Mr. Dovi wrote to the TLO to raise an issue regarding the value of his property. The subject property consists of a .72 acre tract of raw land located in Spring. The account was reviewed as compared to other similar land accounts. It was determined that a value adjustment was warranted. A correction was processed and the value was adjusted appropriately.
5. Ms. Humble was referred to the TLO by a member of the Board. Her situation involves a Surviving Spouse O/65 Exemption for 2017-2019. She is apparently confused by mailings coming from the District and the Tax Office. Her husband passed away in November of 2014. At the time of his passing the O/65 Homestead and 70%-100% Veteran's Disability exemptions were in place. She has now completed the requalification letter for the 2017-2019 O/65. The Homestead remains as well as the original cap from 2007. She can still apply for the VA surviving spouse for 2017-2019 by completing another application. She will be advised as to all options that she is eligible to exercise.



## ARB Monthly Report - 2019

(rev 11-01-2019)

### 1. ARB Formal Hearings by Calendar Year (YTD)

Reporting Period: January 1, 2019 thru October 31, 2019 and Prior Years

	<b>2016</b> ARB Formal Hearings	ARB Members (active) /Max Panels	<b>2017</b> ARB Formal Hearings	ARB Members (active) /Max Panels	<b>2018</b> ARB Formal Hearings	ARB Members (active) /Max Panels	<b>2019</b> ARB Formal Hearings	ARB Members (active) /Max Panels
Jan	0 + 952#	190 / 20	0 + 920#	190 / 17	0 + 741#^	190 / 12	0 + 888#	189 / 14
Feb	0 + 871#	190 / 9	0 + 648#	190 / 10	0 + 712#^	188 / 9	0 + 916#^	189 / 12
Mar	0 + 768#	189 / 7	0 + 581#	190 / 9	0 + 336#^	189 / 12	0 + 374#^	184 / 6
Apr	0 + 296#	189 / 7	0 + 286#	188 / 4	0 + 483#^	189 / 10	0 + 705#^	181 / 17
May	4,373 + 341#	188 / 11	3,943 + 914	186 / 13	5,866 + 359^	185 / 23	10,923 + 238#^	179 / 25
June	19,576 + 219#	184 / 41	22,377 + 17	183 / 38	29,782 + 10^	182 / 40	28,868 + 43#^	178 / 40
July	32,932 + 2#	183 / 41	33,346 + 4	182 / 41	32,499 + 0	180 / 40	38,505 + 1#^	174 / 41
Aug	32,796 + 154#	180 / 41	27,435 + 2	181 / 41	29,156 + 419^	173 / 41	30,257 + 306#^	169 / 41
Sept	22,788 + 668#	180 / 40	17,602 + 95	180 / 40	26,287 + 490^	172 / 38	24,798 + 251#	165 / 40
Oct	15,172 + 192#	176 / 36	25,270 + 508	178 / 40	22,700 + 501	171 / 34	24,791 + 362#	164 / 36
Nov	2,078 + 202#	176 / 25	4,185 + 604	177 / 34	1,618 + 159^	170 / 19		
Dec	403 + 333#	173 / 11	797 + 486	177 / 49	357 + 121	168 / 11		
<b>FH Cur Yr</b>	<b>130,118</b>	<b>173 41**</b>	<b>134,909</b>	<b>177 41**</b>	<b>148,265</b>	<b>168 41**</b>	<b>158,142</b>	<b>164 41**</b>
<b>FH Prior Yr's Only</b>	<b>+ 4,998#</b>		<b>+ 5,052#</b>		<b>+ 4,331#</b>		<b>+ 4084#</b>	
<b>Total FH % Change</b>	<b>-13%</b>		<b>+3%</b>		<b>+8%</b>		<b>+7%</b>	

\*\* : Max. ARB Hearing Rooms (Panels)

# : Prior Year Hearings

^ Corrected Amounts

## 2. ARB 2019 Hearing Status

Formal Hearings Began on May 2019

Remaining Value to Resolve	%
Remaining on November 1, 2019 Roll Approval August 2, 2019	0.55%

## 3. Protests and ARB Formal Hearings by Tax Year (YTD)

Protest Count	2016	2017	2018	2019
Total (% Change)	362,436(+1%)	390,041	371,854	420,309
Agents →% Total	257,932 (71%)	288,486 (74%)	297,084 (80%)	315,009 (75%)
Property Owners →% Total	104,504 (29%)	101,505 (26%)	74,770 (20%)	105,300 (25%)
Formal Hearings	2016	2017	2018	2019
Total (% Change)	130,118 (-10%)	134,909 (+4%)	152,596 (13%)	162,226 (7%)
<u>Agents</u> →% Total	<u>106,035</u> (81%)	<u>113,970</u> (84%)	<u>127,882</u> (84%)	<u>138,112</u> (85%)
<u>Property Owners</u> →% Total	<u>24,083</u> (19%)	<u>20,939</u> (16%)	<u>24,714</u> (16%)	<u>24,114</u> (15%)

#### 4. SETTLED PROTESTS - TAX YEAR 2019

Reporting Period: 2019 Tax Year as of October 31, 2019

	INFORMAL	FORMAL	BY CONCLUSION CODE			TOTAL SETTLED
			NO SHOWED	WITH DRAWN	ISETTLED & EXPRESS	
COM AGENT	20,279	27,635	885	2,838	166	51,803
COM OWNER	2,476	2,564	2,425	209	1	7,675
RES AGENT	47,868	107,002	3,081	3,638	61,495	223,084
RES OWNER	29,557	18,144	30,589	1,013	25,309	104,612
OTHER	8,777	2797	2,475	2,778	3	16,830
<b>TOTAL</b>	<b>108,957</b>	<b>158,142</b>	<b>39,455</b>	<b>10,476</b>	<b>86,974</b>	<b>404,004</b>

#### 5. ARB Executive Office Report

	Mail Received (reg /cert)	Legal Assistance Request Calls @ Formal Hearings	Legal Review of Panel Recom. (Rescinded PR)	ARB Letters to Public (% change PY)	Acct. Research on STI (% change PY)	ARB Calls to/from Public (% change PY)
<b>2016 Total</b>	<b>6882</b>	<b>11</b>	<b>89 (38)</b>	<b>585</b>	<b>7569</b>	<b>5227</b>
<b>2017 Total</b>	<b>6778</b>	<b>12</b>	<b>77 (36)</b>	<b>602</b>	<b>7879</b>	<b>6387</b>
<b>2018 Total</b>	<b>9969</b>	<b>24</b>	<b>30 (38)</b>	<b>587</b>	<b>10188</b>	<b>6128</b>
JAN 2019	552	1	2 (1)	8	560	451
FEB 2019	374	0	6 (1)	20	394	364
MAR 2019	244	0	4 (0)	14	258	358
APR 2019	196	0	4 (3)	17	213	376
MAY 2019	688	0	7	5	693	485
JUNE 2019	1527	0	11 (4)	29	1556	643
JULY 2019	3912	1	29 (5)	123	4035	805
AUG 2019	2193	1	8 (8)	238	2431	781
SEPT 2019	1379	0	3 (0)	95	1474	599
OCT 2019	1197	1	13 (2)	76	1273	469
<b>2019 YTD TOTAL</b>	<b>12,262</b>	<b>4</b>	<b>87 (24)</b>	<b>625</b>	<b>12,887</b>	<b>5,331</b>

\*est

## 6. ARB Membership YTD

<b>Total Membership 1-1-2016</b>	<b>190</b>
Resignations 12-31-2016	(25)
ADJ Appointments 4-31-16	13
<b>Total Membership 12-31-2016</b>	<b>173</b>
Eligible Members Did not reapply 12-2016	(5)
Term Limited Members 12-2016	(22)
ADJ Removal	(1)
ADJ Appointments (2017 Members)	40
<b>Total Membership 1-1-2017</b>	<b>190</b>
Resignations 12-31-2017	(20)
ADJ Appointments 12-31-2017	5
<b>Total Membership 12-31-2017</b>	<b>175</b>
Term Limited Members 12-2017	(19)
ADJ Removal	(3)
ADJ Appointments 1-31-18	37
<b>Total Membership 1-1-2018</b>	<b>190</b>
Resignations 12-31-2018	(30)
ADJ Appointments 12-31-2018	8
<b>Total Membership 12-31-2018</b>	<b>168</b>
Term Limited Members 12-2018	(27)
ADJ Removal	(1)
Eligible Members Did not reapply 12-2018	(2)
ADJ Appointments 1-2-2019	52
<b>Total Membership 1-2-2019</b>	<b>190</b>
Resignations 1-31-2019	(2)
ADJ Appointments 1-31-2019	1
ADJ Appointments 2-28-2019	1
Resignations 3-31-2019	(6)
Resignations 4-30-2019	(3)
Resignations 5-31-2019	(2)
Resignations 6-30-2019	(1)
Resignations 7-31-2019	(4)
Resignations 8-31-2019	(5)
Resignations 9-30-2019	(4)
Resignations 10-31-2019	(1)
<b>Total Membership 10-31-2019</b>	<b>164</b>

## 7. ARB ATTENDANCE REPORT

- Reporting Period: Jan 01, 2019 to Oct 31, 2019

2019 Active Members <i>(Red indicates resigned)</i>		Scheduled Days	Scheduled Days Worked	Total Days Worked	ARB Unexcused Absence	ARB Board Mtgs Unexcused Absence
1.	Allen, Gwendolyn	83	77	80		
2.	Armstrong, Davill	85	84	100		
3.	Askew, Robert	81	76	76		
4.	Austin, Evelyn	81	78	81		
5.	Badalucco, Laurence	77	74	75		
6.	Bailey, Randall	85	82	94		
7.	Berry, Frank	59	57	65		
8.	Berryhill, Herby	65	55	57		1
9.	Betterson, Barbara	81	80	81		
10.	Blackmon, John	78	65	68		
11.	Boozer, Carolyn	80	79	82		1
12.	Branch, Zelma	83	76	81		
13.	Brown, Carolyn	75	74	77		
14.	Brown-Lamott, Annie	83	83	86		
15.	Bryant, Cynthia	79	73	76		
16.	Bryant, Lena	78	75	77		
17.	Carr, Peter	85	83	85		
18.	Cash, William	44	43	44		
19.	Clay, Monarchie	86	81	85		2
20.	Crawford, Joy	62.5	53.5	57.5	2	
21.	Cresswell, Forrest	81	81	85		
22.	Davis, Atwell	91	89	94	1	
23.	Davis, Larry	93	92	98		
24.	Dennis, Merla	86	85	89		
25.	Dixon, Dimple	89	88	91		
26.	Dombrowski, Donald	69	68	70		
27.	Epps, Phyllis	78	62	66	2	
28.	Farley, Hortense	74	73	74		1
29.	Featherston, Cynthia	83	80	82		
30.	Foston-Pipkins, Yolonda	77	72	79		
31.	Frazee, Mary	70	69	74		
32.	Frazier, Franklin	69	63	71		
33.	Frederking, Richard	76	72	75		
34.	Fusilier-Hynes, Elizabeth	82	73	74		
35.	Garcia, Jesse E.	66	64	65		
36.	Garza, Hector	84	83	88		
37.	Gaston, Cleotha	70	65	65		
38.	George, Yvette	51.5	46.5	49.5		
39.	Gorham, Paula	80	77	79		1
40.	Greer, Lou	74	67	74	1	
41.	Grisby, Carnella	83	77	77	1	
42.	Grubbs, Stephen	77	76	76		
43.	Guillory, Otharee	88	87	93		
44.	Gutierrez, Bonnie	72	72	74		
45.	Hansen, Richard	74	65	65	1	
46.	Harrell, Valeria	80	74	76		
47.	Harris, Bernett	88	87	100		
48.	Hastik, Ronald	49	36	37		
49.	Holland, Lois	68	58	59		
50.	Holley, Charles	86	82	82		
51.	James, Anna	71	60	66		1
52.	Jennings, Richard	71	70	76		
53.	Johnson, Kathy	84	83	88		1

54.	Johnson, Linda	86	83	88		
55.	Jorge, Juan	80	74	78		
56.	Kaminski, Robert	88	87	88		
57.	Kirby-Craig, Lawrence	85	84	90		
58.	Ladd, James	7	5	5		
59.	Leal, Oscar	84	83	84		
60.	Llilienstern, Oscar	86	86	88		
61.	Lively, Philip	6	1	1		
62.	Luker, Lawrence	90	88	104		
63.	Marshall, Michael	2	2	2		
64.	Martin, Jane	73	72	73		
65.	McGlory, Sherry	86	83	87		
66.	McKirahan, Charles	65	60	78		
67.	McNeary, Philanders	63	57	57	1	
68.	Medina, Elizabeth	82	81	85		
69.	Miffleton, Richard	87	85	90		
70.	Moore, Harrison	79	78	80		
71.	Moreno, Jimmy	62	60	63		
72.	Morgenstern, Richard	85	79	82		
73.	Nash, Kirby	50	48	48		
74.	Needham, Roger	91	91	95		
75.	Nock, Beth	64	53	54		
76.	Patterson, Ronald	60	59	65		
77.	Peques, Wilbert	79	78	79		
78.	Pelch, Phil	82	75	75		
79.	Pheeneey, Fairlee	83	83	87		
80.	Pickrell, David	97	97	103		
81.	Pierson, Linda	81	80	83	1	
82.	Pittas, Dimos	73	73	80		
83.	Pittman, Frank	87	86	91		
84.	Pratt, Jo	82	77	81		
85.	Pugh, Gary	76	75	77		
86.	Robinson, Robert	71	71	76		
87.	Robinson, Susan	83	78	83		
88.	Rocio, Larry	94	94	105		
89.	Rodriguez, Francisco	72	66	66	2	1
90.	Rymer-Newsome, Maybelle	83	77	80		1
91.	Samuel, William	59	59	59		
92.	Sapp, Douglas	91	90	92		
93.	Sarabia, Alfredo	44	39	40	1	
94.	Schyma, Kathleen	72	69	70		
95.	Sharp, James	36.5	25.5	27.5		1
96.	Shaw, David	71	68	69	1	
97.	Sistrunk, Paul	88	88	90		
98.	Sizemore, John	92	91	97		
99.	Sylvester, Brenda	62	53	55		
100.	Sylvester, Clifton	78	75	79		
101.	Thomas, Deborah	76	75	83		
102.	Thomas, Ronnie	0	0	0		
103.	Traylor, Albert	78	76	78		
104.	Urbanovsky, James	97	97	103		
105.	Villagran, Mary	84	83	85		
106.	Wade, Charles	80	80	83		
107.	Warren, Barbara	51.5	49.5	55.5		
108.	Warren, Jerry	72	68	70		
109.	Whitfield, Marcus	27	22	27		2
110.	Williams, Cherrie	66	56	65		
111.	Williams, Frank	81	68	68		
112.	Williams, George J.	81	78	80		
113.	Williams, Kathy	0	0	0		
114.	Williams, Martha	82	76	87		
115.	Williams, Willie	76	76	76		
116.	Wills, Mary	87	85	91		
117.	Wilson, Hal	81	81	82		



118.	Winship, David	67	58	59		
119.	Womack, Betty	78	75	82		1
120.	Womack, Rolen	92	90	97		1
121.	Worrell, John	76	72	73		
122.	Wright, Toleda	86	79	85		
<b>New ARB Members</b>						
123.	Allen, Claybon	73	72	82		
124.	Anzilotti, Micheal	55	49	51	1	
125.	Bailey, Carol	67	65	71	1	
126.	Bell, Kirk	61	58	64		
127.	Briscoe, Regina	22	22	24	1	1
128.	Cano, Juanita	70	62	64	2	
129.	Clark, Billy	63	62	66		2
130.	Curley, Namon	76	76	82		
131.	Fleischer, Gregory	61	51	51		
132.	Garcia, Louis	74	73	74		
133.	Garza, Joe	45	41	42		1
134.	Green, Charles	62	62	62		
135.	Iyekepolo, Victor	39	30	30	3	
136.	Khan, Myrna	59	59	59		
137.	Ladzekpo, Doe	17	8	8		
138.	Like, William	60	60	63		
139.	Malveaux, Jeannette	54	54	57		
140.	McCluskey, Jean	54	54	58		
141.	McCoy, Karen	63	61	72		
142.	Medellin, Roy	62	59	60		
143.	Miles, James	64	64	66		
144.	Moyer, Denise	58	57	60		
145.	Newman, Pauline	50	47	51		
146.	Nolte, Donna	55.5	40.5	41.5		
147.	Norris, Clayton	57.5	57.5	60.5		
148.	Perry, Willie	52	50	51	1	
149.	Peterson, Milton	57	54	55	1	
150.	Ray, Regina	60	58	62	1	
151.	Rose, Barbara	37	34	35		
152.	Schroit, Alan	54	50	51		1
153.	Scroggins, Michael	58	58	60		
154.	Sheddin, Patricia	30	24	26	2	
155.	Smith, Peggy	53	48	64		
156.	Stephens, Sheryl	49.5	45.5	49.5	1	
157.	Thompson, Lawrence	65	65	68		
158.	Threats, Linda	77	77	80		
159.	Tinsley, Signora	74	73	78		
160.	Van Fleteren, Dorothy	16	13	13		
161.	Wells, Susan	54	49	50	1	
162.	White, Everett	71	65	70		
163.	(Wilson, Robert)	73	70	71		
164.	Wright, Linda	45	45	48		
165.	Ybarra, Edward	77	77	81		
<b>Total ARB Members: 164</b>						