



City of Bunker Hill Village
City Council
Agenda Request

Agenda Date: September 15, 2026
Agenda Item: IX
Subject: Memorial Villages Police Department Report
Exhibits: Chief's Monthly Report – August 2026
Funding: N/A
Presenter(s): Chief Schultz

Executive Summary

The Memorial Villages Police Department Report will include the following items:

- A. Update on Activities

Recommended Action

Staff recommends that the City Council receive the Monthly Report for August 2026.



Memorial Villages Police Department
11981 Memorial Drive
Houston, Texas 77024
Tel. (713) 365-3701

Raymond Schultz
Chief of Police

September 14, 2026

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: August 2026 Monthly Report

During the month of August, MVPD responded/handled a total of 8,134 calls/incidents. 5,068 house watch checks were conducted. 1061 traffic stops were initiated with 1080 citations being issued for 1540 violations. (Note: 37 Assists in Hedwig, 211 in Houston, 3 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	2754/19983	1656/10900	6	247/255/502	4@2:15
Piney Point:	2103/14515	1339/8540	6	193/289/482	7@2:36
Hunters Creek:	2981/19810	2073/13066	9	270/285/555	4@2:55
				Cites/Warn/Total	15@2:39

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	105	E-Bike Violations	13	Speeding:	316
Animal Calls:	13	Ord. Violation	31	Exp. Registration	398
ALPR Hits:	20	Information	35	Ins	159
Assist Fire:	59	Suspicious Situation	78	No License	90
Assist EMS:	30	Loud Party	4	Stop Sign	109
Construction Checks	745	Welfare Checks	8	Fake Plate	3

*This month the department generated a total of 84 police reports.
BH-19, PP-16, HC-39, HOU-7, HED-2, SV-1*

Crimes Against of Persons (0)
N/A (0)

Crimes Against Property (13)
ID Theft/Fraud 9
Theft 2

Burglary of a Vehicle 2

Petty/Quality of Life Crimes/Events (71)
ALPR Hits (valid) 0
Accidents 23
Warrants 10
Towed vehicles 15

DWI 1
Fake Plates 3
Dog Bites 2
Misc. 17

Arrest Summary: Individuals Arrested (13)
Warrants 10
Class C Arrests 2

DWI 1

Budget YTD:	Expense	Budget	%
• Personnel Expense:	4,567,607	7,392,694	61.8%
• Operating Expense:	1,046,891	1,543,196	67.8%
• Total M&O Expenditures:	5,614,498	8,935,890	62.8%
• Capital Expenses:	191,408	195,435	102%
• Net Expenses:	5,809,934	9,127,298	64.0%

Follow-up on Previous Month Items/Requests from Commission

Staff completed an audit of ALPR usage and policy compliance. Additionally, a monthly ALPR audit report was constructed and will be included with each monthly report to both the commission and to the cities for review.

Personnel Changes/Issues/Updates

A new Officer was selected for hire after completing all required background checks, physical and psychological testing. The new officer will begin September 14, 2026.

Major/Significant Events/Updates

On August 4, 2026, inspectors from the Texas Police Chief's Association were present at the MVPD to conduct the second re-accreditation review and inspection of the department. The inspectors reviewed departmental facilities, policies and procedures, personnel and training files and rode patrol with officers. The inspection found no discrepancies and was forwarded to the recognition board with a recommendation of approval of accreditation.

The 2026/27 school year kicked off on August 13, 2026. MVPD officers were present at all SBISD schools assisting in monitoring traffic and welcoming students. On August 19, 2026, the Private Schools started the new school year and MVPD Officers were present at those campuses as well.

During the month officers responded to several cases where residents were defrauded out of significant amounts of money. Personnel created several community fraud alert notifications and shared them via social media with residents. Detectives have been working diligently on these cases and have identified suspects in some of the cases (California based crew of suspects) and are now working with the victims to ensure prosecution moves forward.

Detectives are working on several cases where suspects are going to Dillard's stores and accessing resident accounts by showing fake identification to make purchases.

8/22/26 a vehicle was stolen from the driveway of a home on Creekwood Way. Officers utilized ALPR cameras and identified a suspect's vehicle in the area at the time of the crime. Additional searches led to the recovery of the vehicle stolen within 2 hours parked in the Spring Valley area.

Community Projects

On August 8, 2026, Officers Boggus and King supported the Bright like Lucy STEM Fair at Memorial Drive Elementary School.

On August 14, 2026, MVPD Officers celebrated Raksha Bandan with area Hindu families who visited the station.

V-LINC new registrations in August +18

BH – 1828 (+6)

PP – 1350 (+3)

HC – 1850 (+5)

Out of Area – 668 (+4)

MVPD – VFD Monthly Response Times Report

August 2026

911/Emergency Designated Calls - EMS and Fire

Total	6@2:42
Bunker Hill	1@2:04
Piney Point	3@2:45
Hunters Creek	2@2:58

EMS Only

Total	5@2:58
Bunker Hill	1@2:04
Piney Point	3@2:45
Hunters Creek	1@4:34

Fire Only

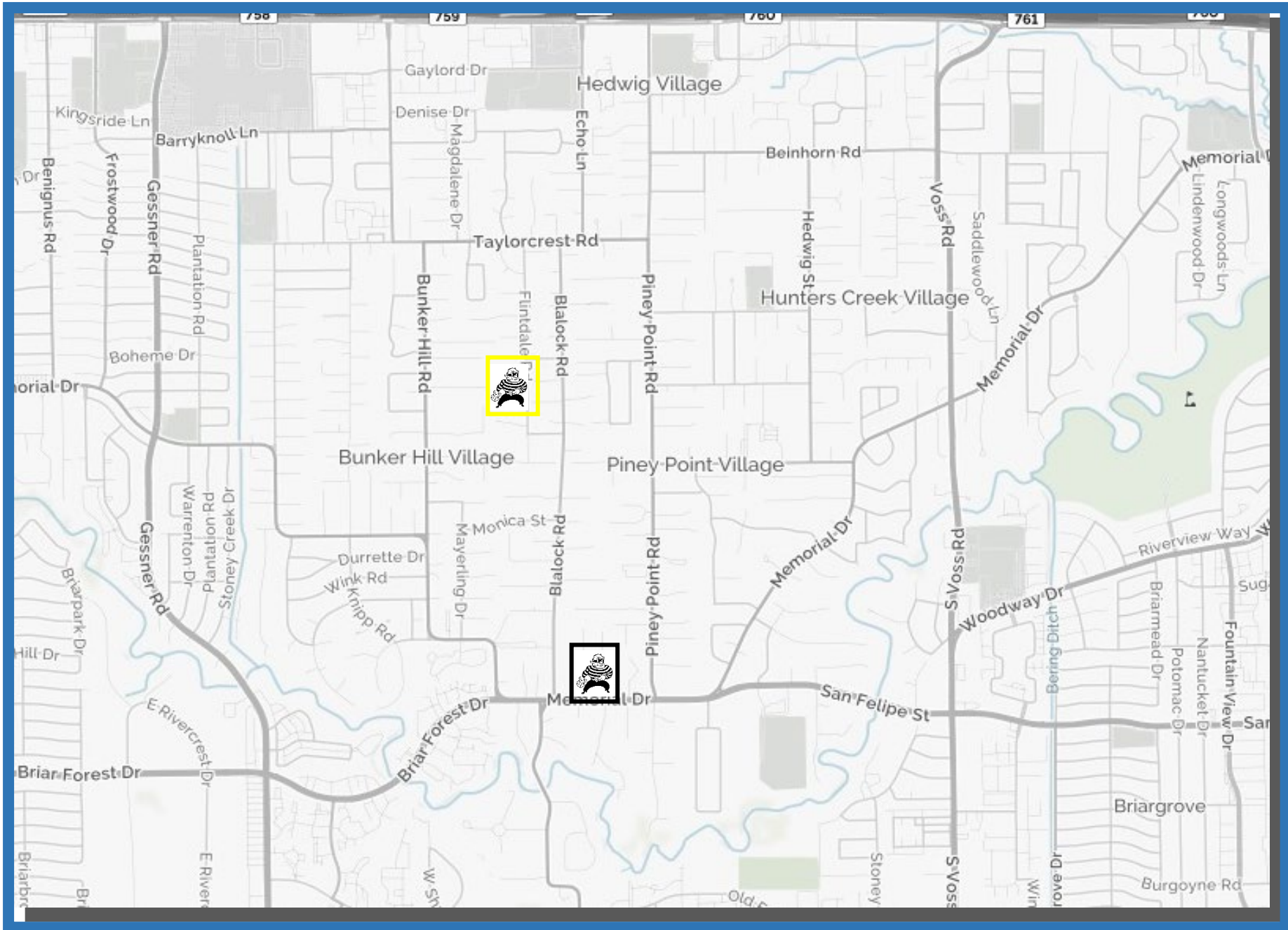
Total	1@1:14
Bunker Hill	0@0:00
Piney Point	0@0:00
Hunters Creek	1@1:14

Radio Only

Total	36@3:12
Bunker Hill	10@3:06
Piney Point	15@3:11
Hunters Creek	11@3:19

VFD All Assists, Any Phone + Radio

Total	73@3:41
Bunker Hill	24@3:18
Piney Point	24@3:25
Hunters Creek	25@4:22



2026 Burglary Map

Address	Alarm	POE
3 Liberty Bell Circle	N/A	Rear Door
207 Hertiage Oaks	N/A	Vacant

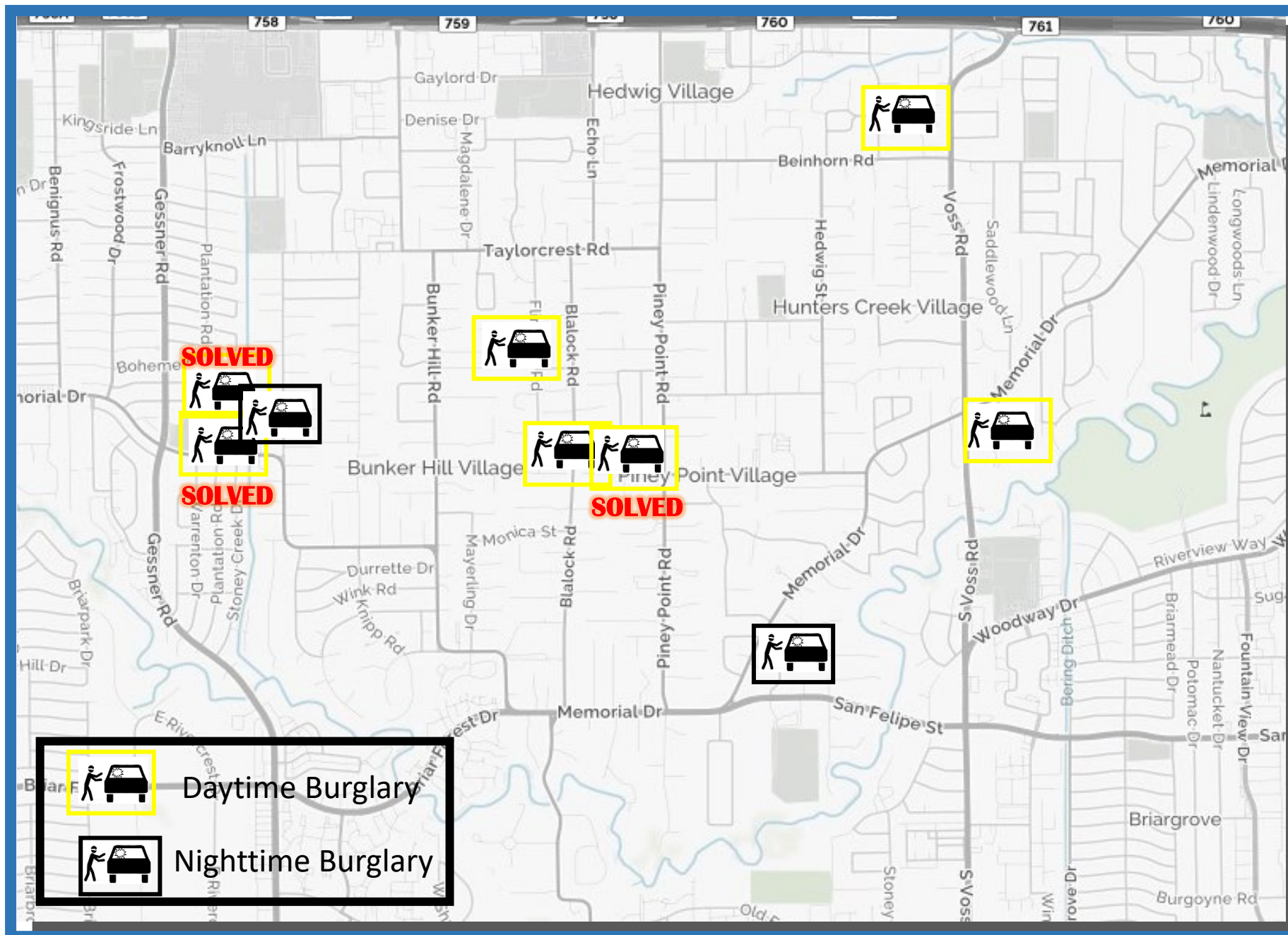
2026 Robberies

Address	MO
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 Daytime Burglary

 Nighttime Burglary

 Robbery



2026 Auto Burglary Map

Address	POE
12122 Tara Dr.	UNL
12131 Rhett	UNL
409 Ripplecreek	UNL**
11600 Mockingbird	UNL
11700 Flintwood	UNL
302 Gentilly Pl	UNL
12199 Tara Dr	UNL
10814 Pine Bayou	UNL
19 Willowend	UNL

Contractor

Lock/Win Punch

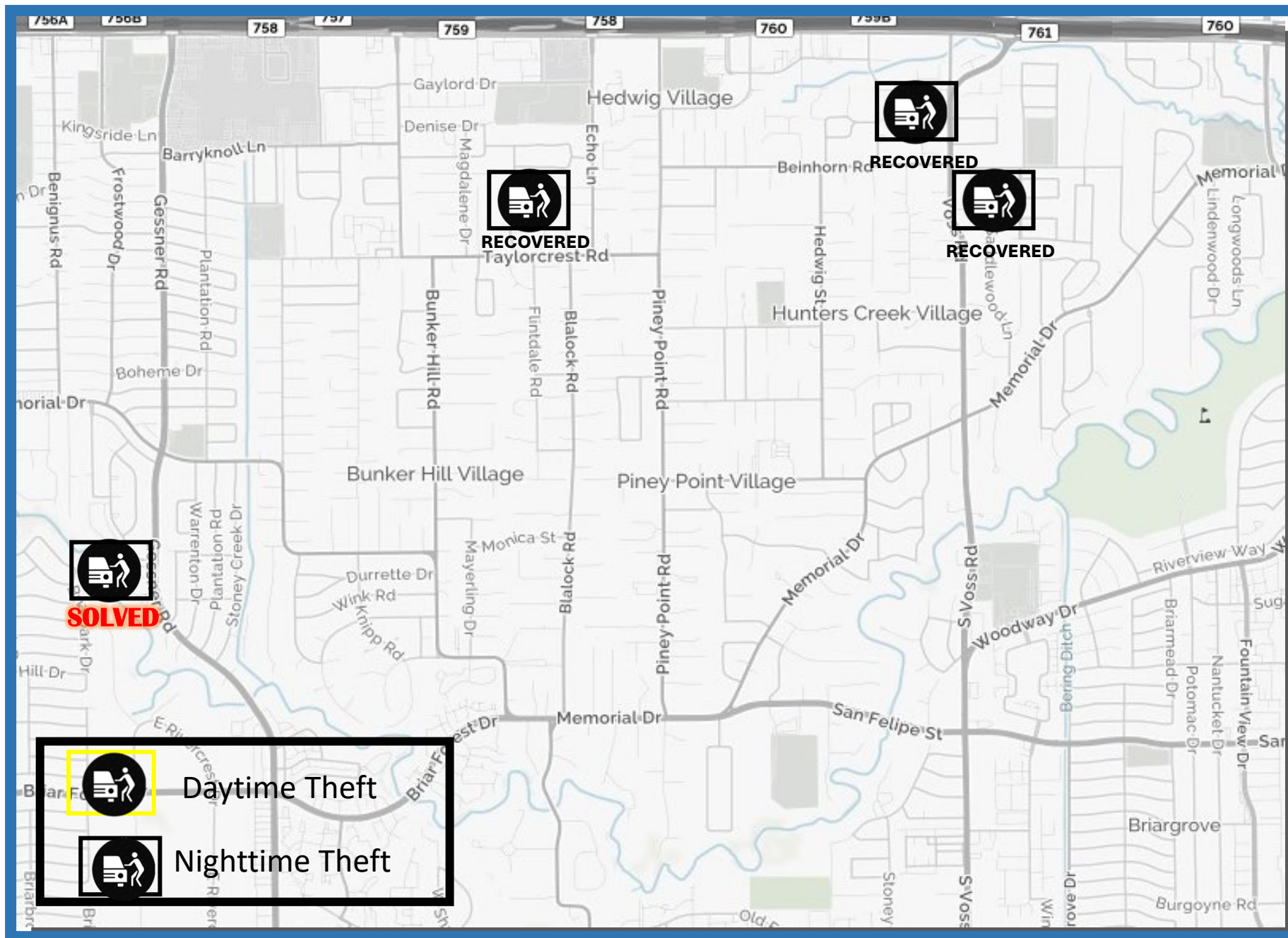
- Jugging
- ** unknown where occurred



Blue Entry = Actual
Location Unknown

SOLVED

8/31/26



2026 Auto Theft Map

Address	POE
825b Saddlewood Ln	UNL
800 Ourlane Cir	UNL
400 Tealmeadow	LCK'D
915 Creekwood Way	UNL

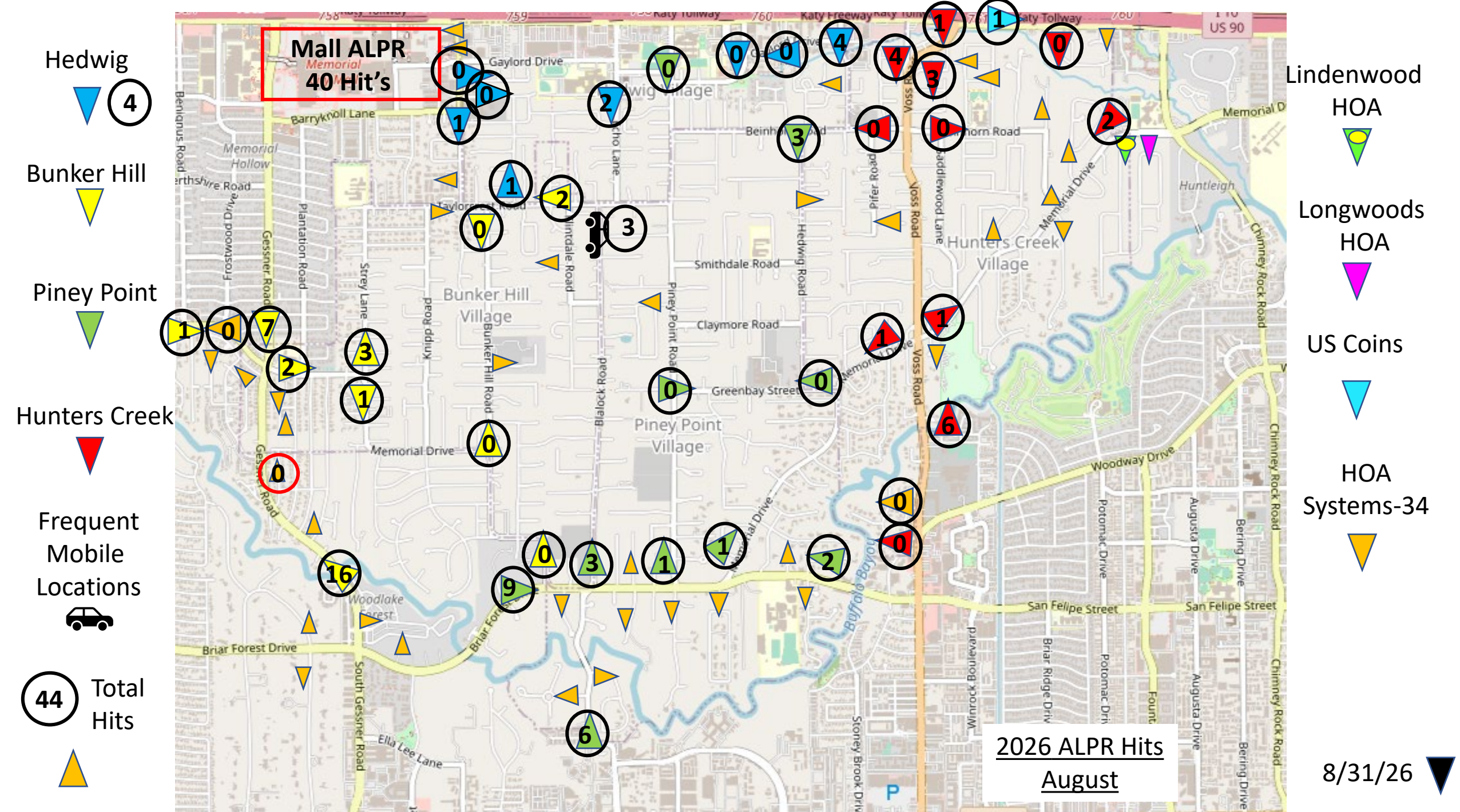
Burglary

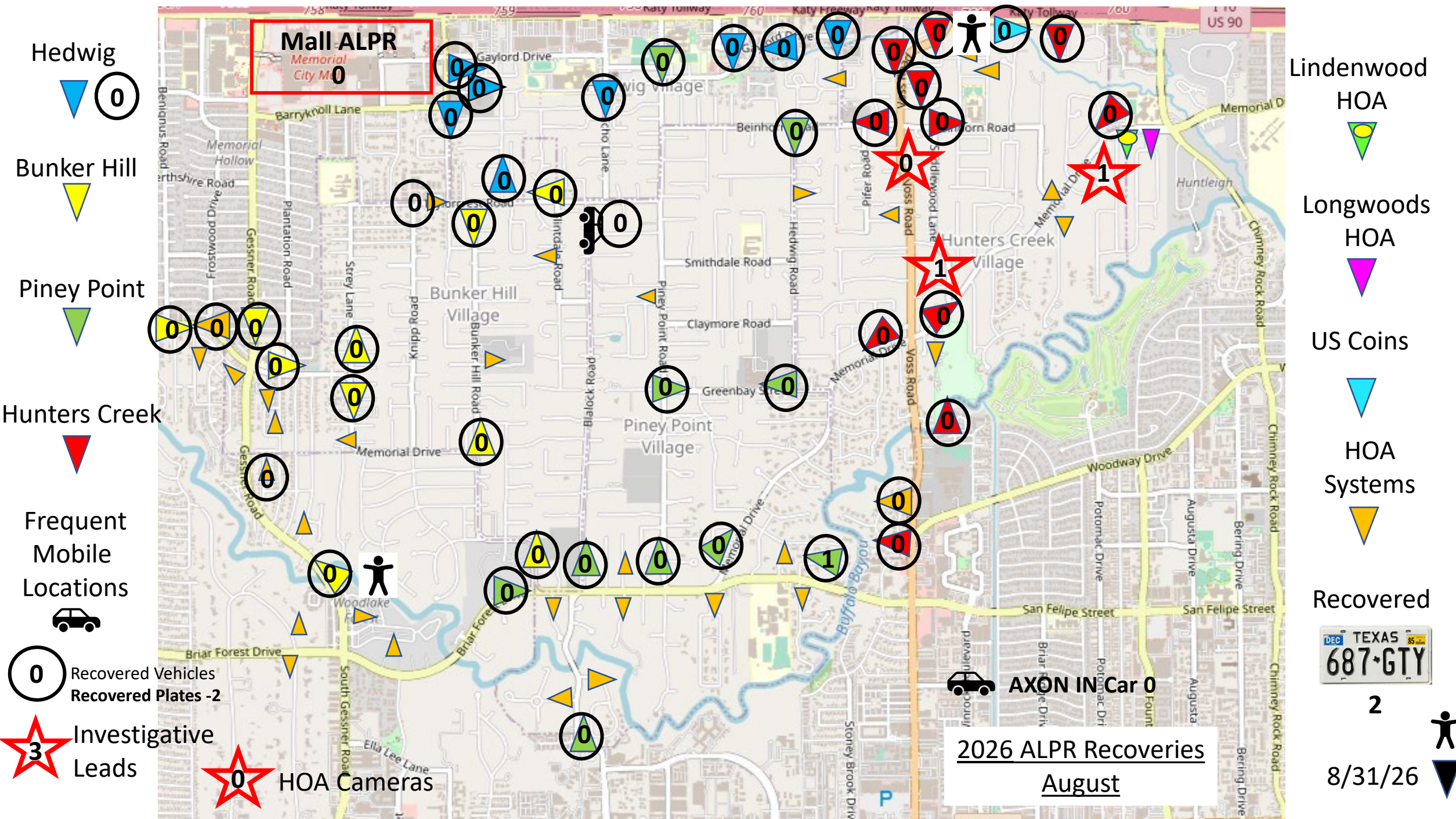


Blue Entry = Actual
Location Unknown

SOLVED

8/31/26







August 2026 ALPR REPORT

Total Plate Reads, Incl's multiple reads of same plate
Number of Unique Plates Read – Total without repeats
Number of Hits/Alerts - All 14 possible categories
Number of Hits/Alerts of the 6 monitored categories
Number of Sex Offender Hits (not monitored live)
Summary Report
Total Hits-Reads/total vehicles passed by each camera



2026 ALPR Data Report

Total Reads 8,272,793

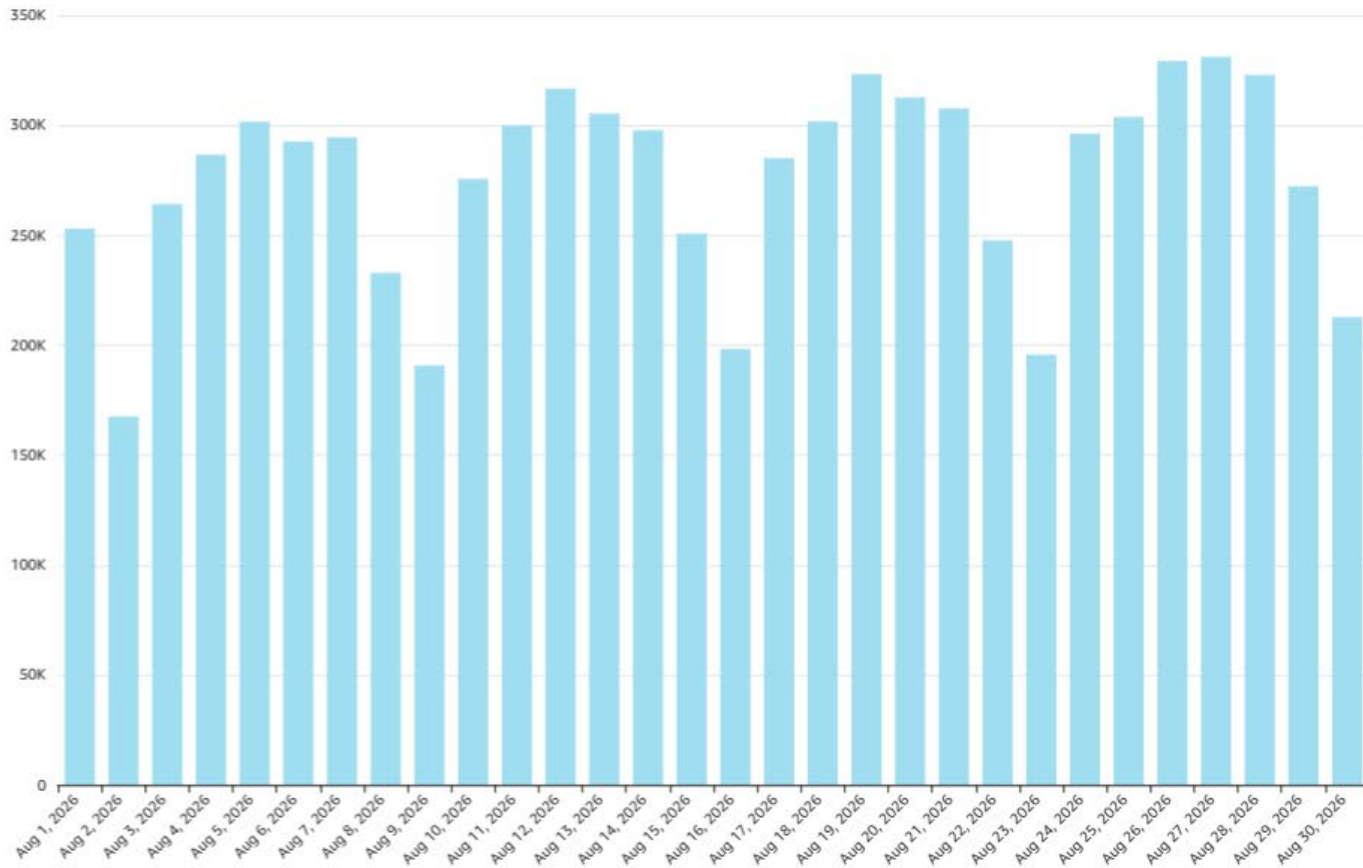
Total Vehicle Volume

8,272,793

Year To Date Vehicle Volume

57,849,776

Total Vehicle Volume



Total Vehicle Volume

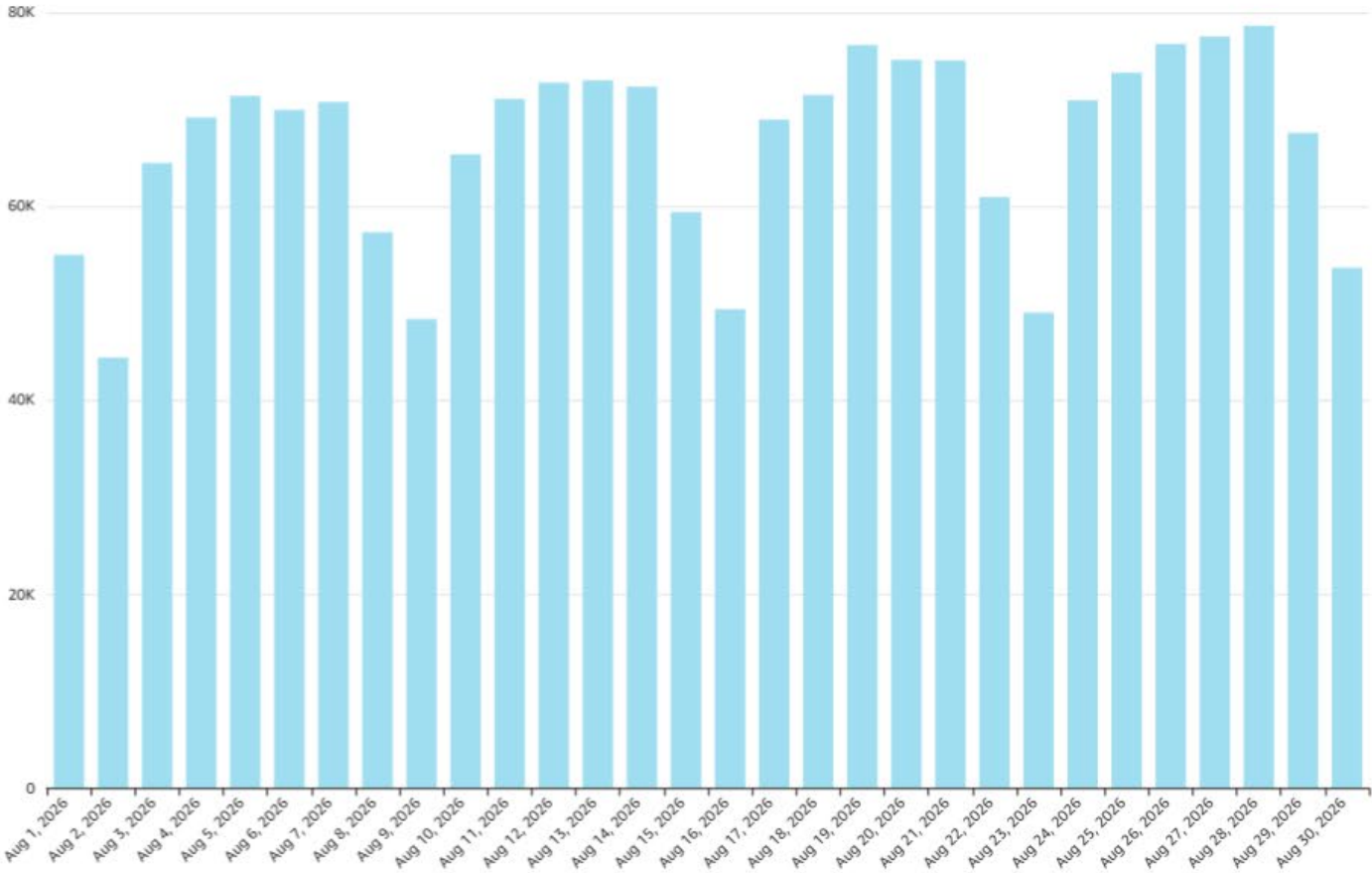
Date	Total Vehicle
Aug 6, 2026	292,744
Aug 7, 2026	294,567
Aug 8, 2026	232,987
Aug 9, 2026	190,842
Aug 10, 2026	275,716
Aug 11, 2026	300,038
Aug 12, 2026	316,731
Aug 13, 2026	305,386
Aug 14, 2026	297,807
Aug 15, 2026	250,797
Aug 16, 2026	198,364
Aug 17, 2026	285,116
Aug 18, 2026	301,855
Aug 19, 2026	323,315
Aug 20, 2026	312,709
Aug 21, 2026	307,787
Aug 22, 2026	247,760
Aug 23, 2026	195,774
Aug 24, 2026	296,274
Aug 25, 2026	303,880
Aug 26, 2026	329,332
Aug 27, 2026	331,270
Aug 28, 2026	322,966
Aug 29, 2026	272,380

Unique Reads 705,987

Unique Vehicle Volume

705,987

Unique Vehicle Volume



Unique Vehicle Volume

Date	Total Unique Vehicles
Aug 1, 2026	55,008
Aug 2, 2026	44,414
Aug 3, 2026	64,472
Aug 4, 2026	69,171
Aug 5, 2026	71,391
Aug 6, 2026	69,948
Aug 7, 2026	70,761
Aug 8, 2026	57,328
Aug 9, 2026	48,384
Aug 10, 2026	65,371
Aug 11, 2026	71,084
Aug 12, 2026	72,762
Aug 13, 2026	73,003
Aug 14, 2026	72,341
Aug 15, 2026	59,418
Aug 16, 2026	49,402
Aug 17, 2026	68,957
Aug 18, 2026	71,489
Aug 19, 2026	76,630
Aug 20, 2026	75,111
Aug 21, 2026	75,052
Aug 22, 2026	60,975
Aug 23, 2026	49,051
Aug 24, 2026	70,953

Top 6 Categories

Total Hotlist Alerts

867

Official Hotlist Alerts

859

Your Custom Hotlist Alerts

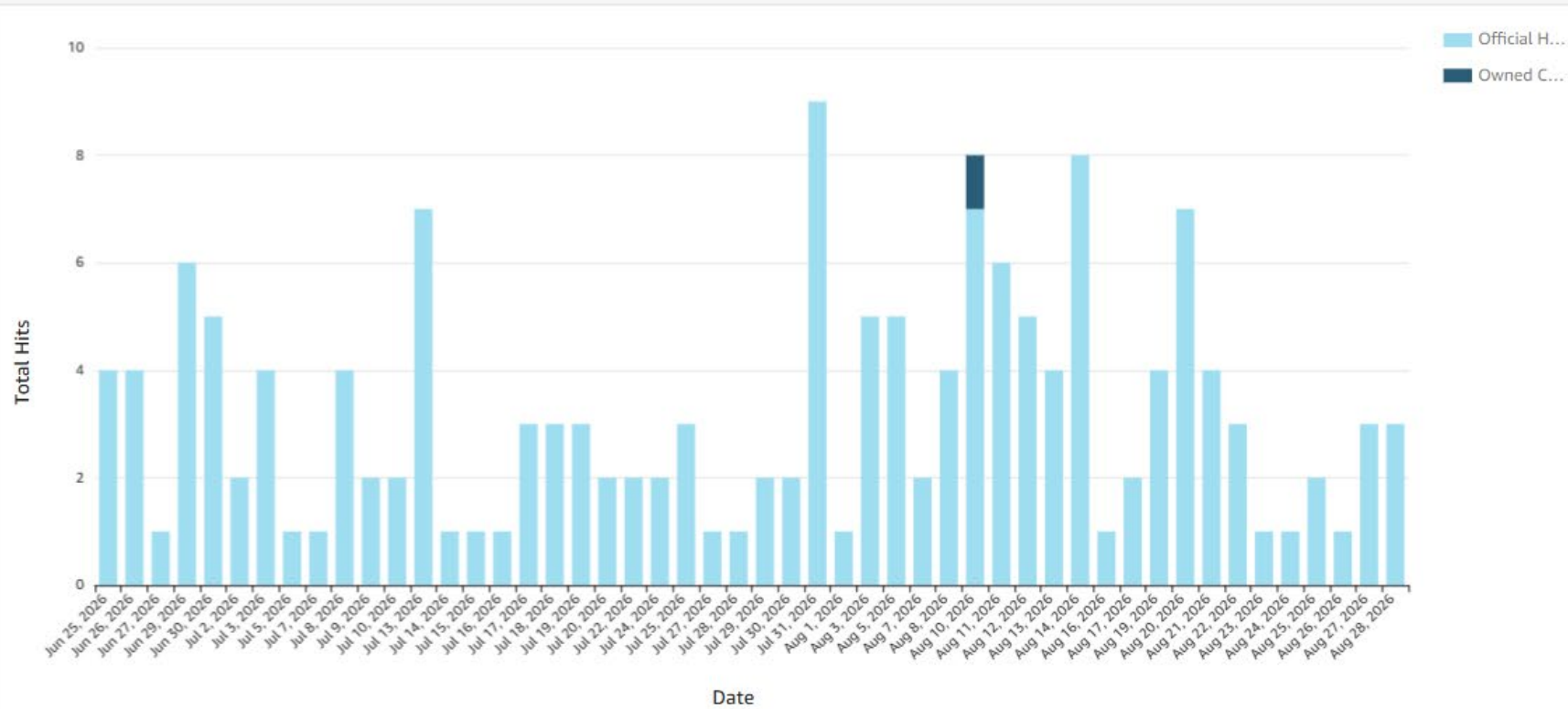
8

Other Custom Hotlist Alerts on
Your Networks

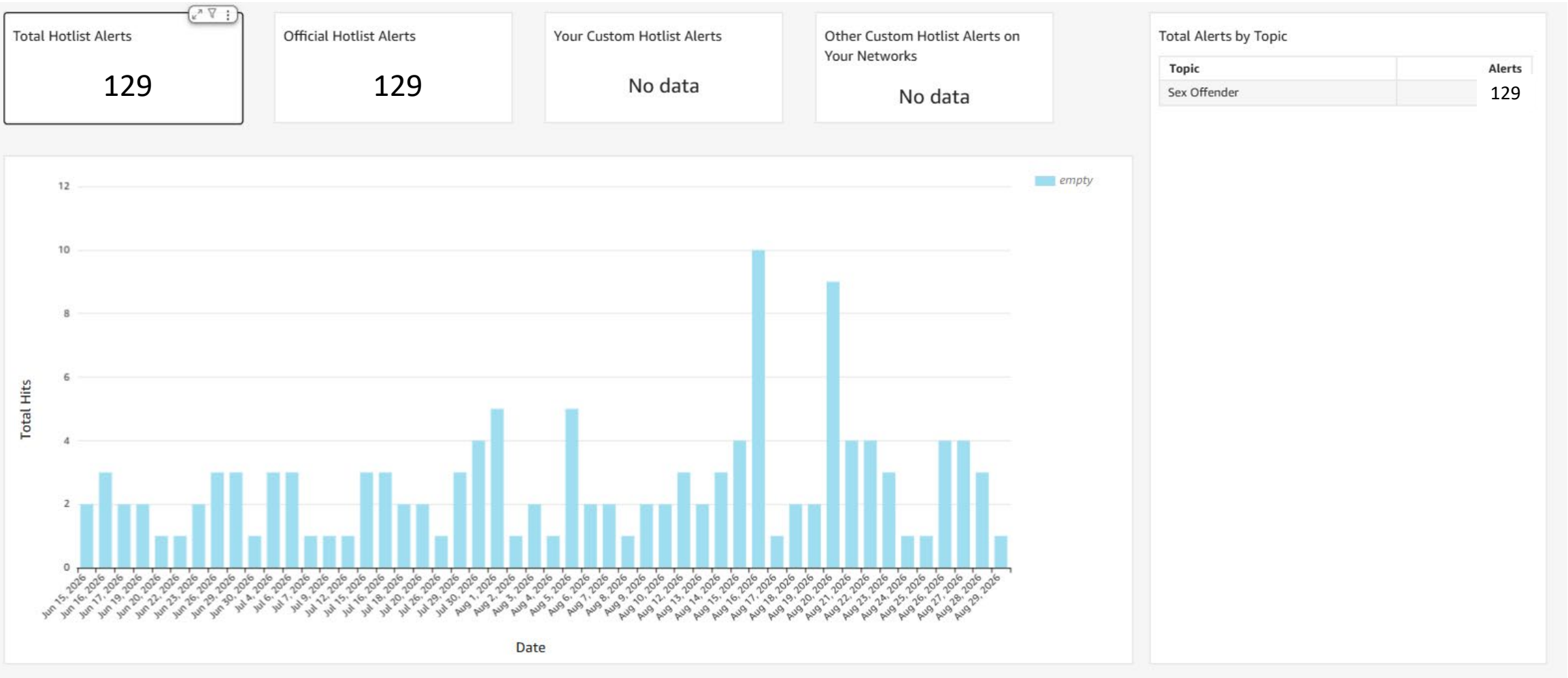
No data

Total Alerts by Topic

Topic	Alerts
Stolen Vehicle	297
Stolen Plate	284
Gang or Suspected Terrorist	259
Missing Person	18
Custom Hotlist Alert	8
Extreme Risk Protection Order	1

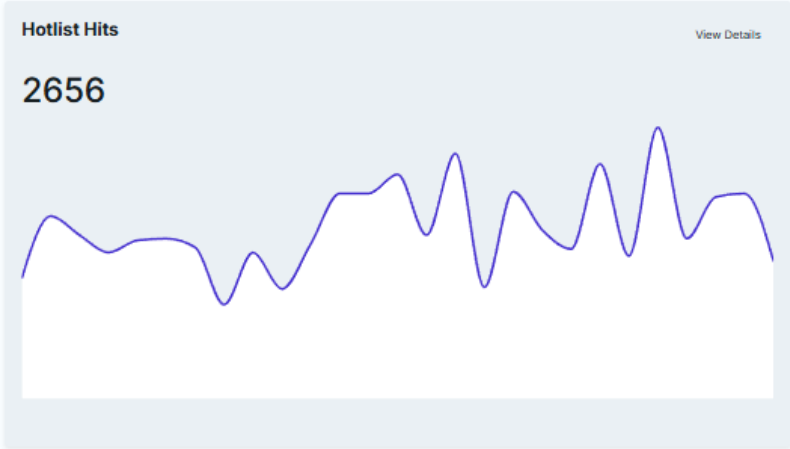
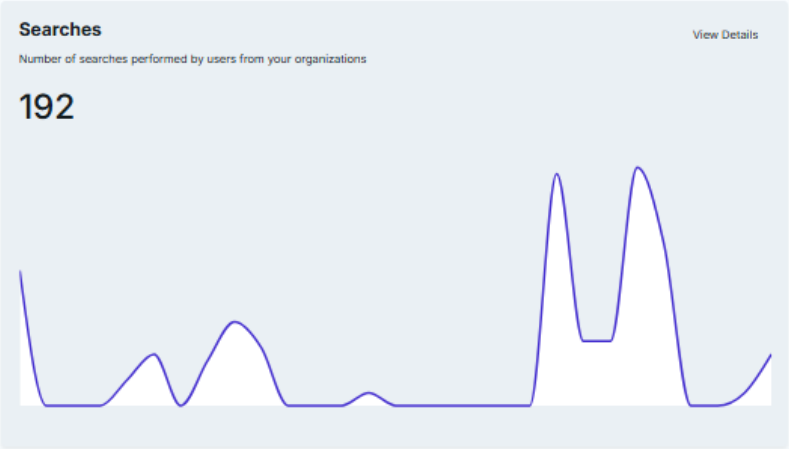
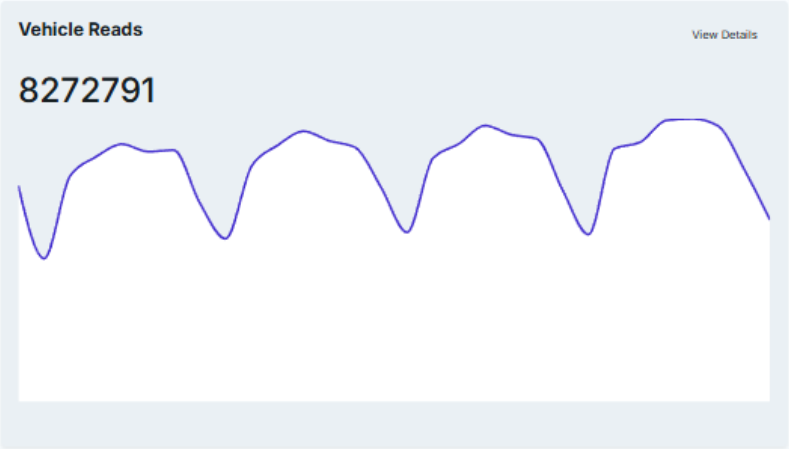


Sex Offenders



Summary Report

Insights Dashboard



Device Sharing

Shared with
Lewisville TX PD,
Sansom Park TX PD,
and 507 others

Access Levels
Search
Hotlist Tool Access

EDIT DEVICE SHARING

Device Status



Device Health has moved!

Get an even more robust status experience within Devices.

View Device Health

Organization Audit

Monitor and investigate search activity across your organization.

Dashboard Audit History Audit Assistance (0)

Filters

Users

All Users

Start Date & Time

08/01/2026 01:55 PM

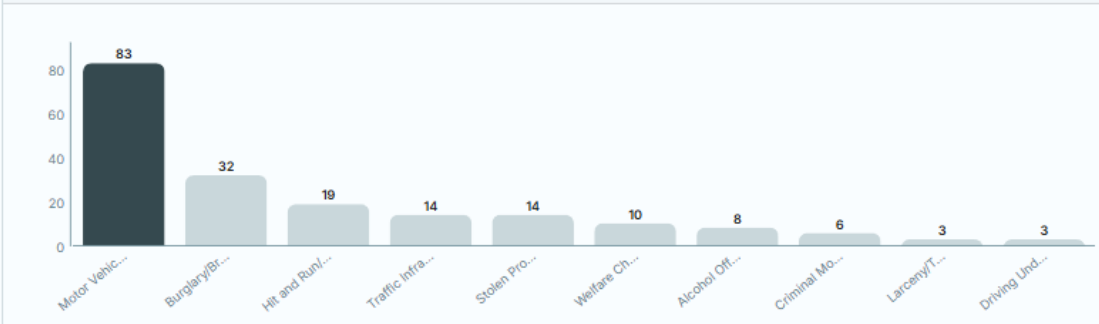
End Date & Time

08/31/2026 01:55 PM

Update

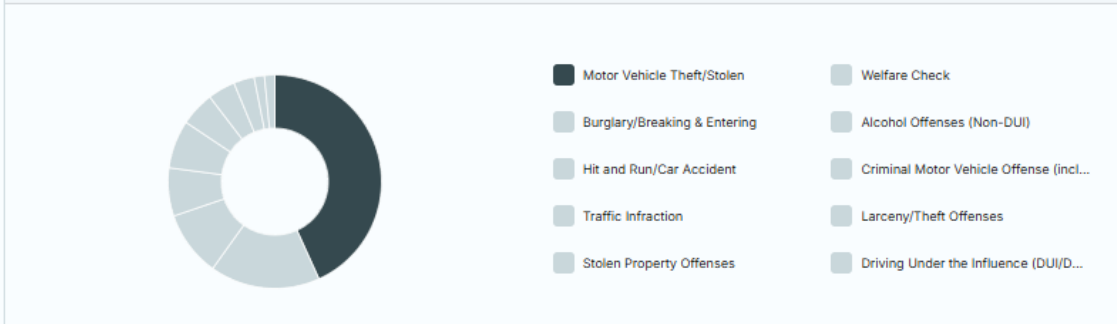
Top Offense Types by Total Number

All users over the last 30 days



Top Offense Types by Total Number

All users over the last 30 days



Full List of Offense Types

All users over the last 30 days

Export CSV

Rank	Offense Type	Number of Searches	Percentage of Searches
1	Motor Vehicle Theft/Stolen	83	43.2%
2	Burglary/Breaking & Entering	32	16.7%
3	Hit and Run/Car Accident	19	9.9%
4	Traffic Infraction	14	7.3%
5	Stolen Property Offenses	14	7.3%
6	Welfare Check	10	5.2%
7	Alcohol Offenses (Non-DUI)	8	4.2%
8	Criminal Motor Vehicle Offense (incl. Road Rage/Reckless)	6	3.1%
9	Larceny/Theft Offenses	3	1.6%

#1 Gessner S/B at Frostwood

#2 Memorial E/B at Gessner

#3 NO ALPR - Future Location

#4 Memorial N/B at Briar Forrest

#5 Bunker Hill S/B at Taylorcrest

#6 Taylorcrest W/B at Flintdale

#7 Memorial E/B at Briar Forrest

#8 2200 S. Piney Point N/B

#9 N. Piney Point N/B at Memorial

#10 Memorial E/B at San Felipe

#11 Greenbay E/B Piney Point

#12 Piney Point S/B at Gaylord

#13 Gessner N/B at Bayou

#14 Beinhorn W/B at Pipher

#15 Hunters Creek Drive S/B at I-10

#16 Memorial W/B at Creekside

#17 Memorial W/B at Voss

#18 Memorial E/B at Voss

#19 S/B Voss at Old Voss Ln 1

#20 S/B Voss at Old Voss Ln 2

#21 N/B Voss at Magnolia Bend Ln 1

#22 N/B Voss at Magnolia Bend Ln 2

#23 W/B San Felipe at Buffalo Bayou

#24 N/B Blalock at Memorial

#25 N/B Bunker Hill at Memorial

#26 S/B Hedwig at Beinhorn

#27 Mobile Unit #181

#28 Mobile Speed Trailer/Station

#29 Riverbend Main Entrance

#30 Beinhorn E/B at Voss

#31 Memorial E/B at Tealwood (new)

#32 Greenbay W/B at Memorial

#33 Strey N/B at Memorial

Private Systems monitored by MVPD

US COINS - I-10 Frontage Road

Memorial Manor NA Lindenwood/Memorial

Greyton Lane NA

Calico NA

Windemere NA

Mott Lane

Kensington NA

Stillforest NA

Farnham Park

Riverbend NA

Pinewood NA

Hampton Court

Bridlewood West NA

N Kuhlman NA

Longwoods NA

Memorial City Mall – 22

Flintwood Drive



Yellow = Bunker Hill

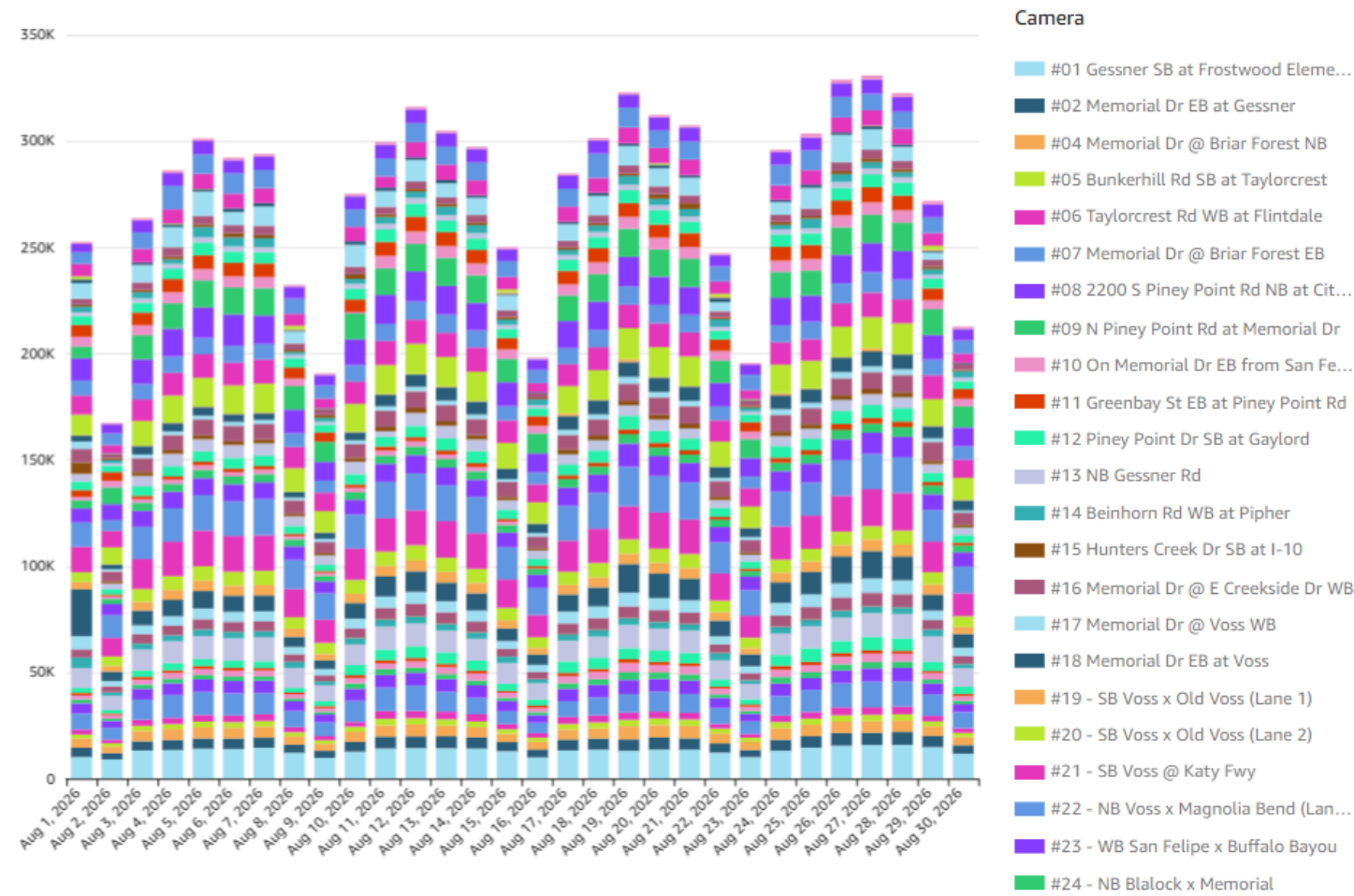
Green = Piney Point

Red = Hunters Creek

Blue = MVPD Mobile

Purple = Privately Owned Systems

Total Vehicle Volume by Camera

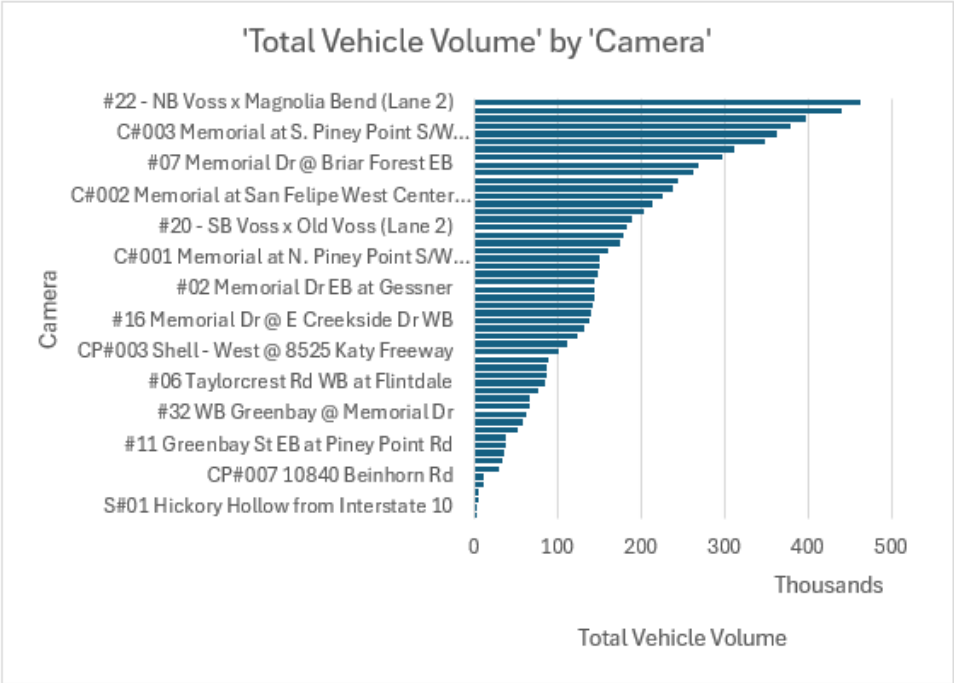


Total Vehicle Volume by Camera

Date	Camera	Total Vehicle
Aug 6, 2026	#01 Gessner SB at Frostwood ...	14,104
Aug 7, 2026	#01 Gessner SB at Frostwood ...	14,665
Aug 8, 2026	#01 Gessner SB at Frostwood ...	12,309
Aug 9, 2026	#01 Gessner SB at Frostwood ...	9,944
Aug 10, 2026	#01 Gessner SB at Frostwood ...	12,841
Aug 11, 2026	#01 Gessner SB at Frostwood ...	14,353
Aug 12, 2026	#01 Gessner SB at Frostwood ...	14,498
Aug 13, 2026	#01 Gessner SB at Frostwood ...	14,457
Aug 14, 2026	#01 Gessner SB at Frostwood ...	14,294
Aug 15, 2026	#01 Gessner SB at Frostwood ...	13,074
Aug 16, 2026	#01 Gessner SB at Frostwood ...	10,141
Aug 17, 2026	#01 Gessner SB at Frostwood ...	13,393
Aug 18, 2026	#01 Gessner SB at Frostwood ...	13,808
Aug 19, 2026	#01 Gessner SB at Frostwood ...	13,232
Aug 20, 2026	#01 Gessner SB at Frostwood ...	13,831
Aug 21, 2026	#01 Gessner SB at Frostwood ...	13,787
Aug 22, 2026	#01 Gessner SB at Frostwood ...	12,404
Aug 23, 2026	#01 Gessner SB at Frostwood ...	10,270
Aug 24, 2026	#01 Gessner SB at Frostwood ...	13,252
Aug 25, 2026	#01 Gessner SB at Frostwood ...	14,729
Aug 26, 2026	#01 Gessner SB at Frostwood ...	15,665
Aug 27, 2026	#01 Gessner SB at Frostwood ...	15,993
Aug 28, 2026	#01 Gessner SB at Frostwood ...	16,032
Aug 29, 2026	#01 Gessner SB at Frostwood ...	14,990

Total 'Total Vehicle Volume' by 'Camera'

Camera	Sum of Total Vehicle Volume
#22 - NB Voss x Magnolia Bend (Lane 2)	464020
#21 - SB Voss @ Katy Fwy	440511
#01 Gessner SB at Frostwood Elementary	398651
C#001 Voss Rd @ Memorial Dr	379769
C#003 Memorial at S. Piney Point S/W Corner in Esplanade Cam N/E side of Pole	363543
C#004 Beinhorn at Voss Road S/W corner of Intersection Cam N/E side of Pole	348999
C#002 Gessner Rd @ Memorial Dr	311448
#13 NB Gessner Rd	298510
#07 Memorial Dr @ Briar Forest EB	268507
#18 Memorial Dr EB at Voss	262971
PTZ#001 Voss @ I-10 S C#001 - Zoom	244778
#23 - WB San Felipe x Buffalo Bayou	239112
C#002 Memorial at San Felipe West Center Median Cam on N/E side of Pole	226630
#31 EB Memorial Dr near Tealwood	213709
CP#004 8501 Katy Freeway	203119
CP#008 2200 S. Piney Point	189262
#20 - SB Voss x Old Voss (Lane 2)	182406
C#007 Briar Forest at Memorial New Pole in Median (Us) Cam on N/S of Pole	178623
PTZ#001 Voss @ I-10 S C#002 - Ultrawide	175758
#08 2200 S Piney Point Rd NB at City Limit	160023
C#001 Memorial at N. Piney Point S/W corner of Intersection Cam N/E side of Pole	151264
C#008 Plantation at Memorial Southside of Street Cam on N/S of Pole	150769
#17 Memorial Dr @ Voss WB	148127
#04 Memorial Dr @ Briar Forest NB	144781
#02 Memorial Dr EB at Gessner	144715
#27 Unit 181 Blalock S/B at Taylorcrest	143365
#28 MVPD Station S/B Memorial Drive	141348
C#006 Memorial Creole at Memorial N/E corner of Intersection Cam on S side of Po	140355



#16 Memorial Dr @ E Creekside Dr WB	138449
#19 - SB Voss x Old Voss (Lane 1)	132985
#12 Piney Point Dr SB at Gaylord	124537
#24 - NB Blalock x Memorial	112475
CP#003 Shell - West @ 8525 Katy Freeway	101163
CP#001 Shell - East @ 8525 Katy Freeway	89423
#10 On Memorial Dr EB from San Felipe	87490
#14 Beinhorn Rd WB at Pipher	87121
#06 Taylorcrest Rd WB at Flintdale	85969
#05 Bunkerhill Rd SB at Taylorcrest	76036
#09 N Piney Point Rd at Memorial Dr	67057
C#009 Taylorcrest at Bunker Hill Southside of Street Cam on N/S of Pole	66590
#32 WB Greenbay @ Memorial Dr	63041
#30 EB Beinhorn Rd @ Voss Rd	57483
#26 - SB Hedwig x Beinhorn	52489
CP#002 Shell - South @ 8525 Katy Freeway	38428
#11 Greenbay St EB at Piney Point Rd	37342
Strey Ln @ Memorial Dr NB	35508
CP#005 8431 Katy Freeway	34688
#25 - NB Bunker Hill x Memorial	28939
CP#007 10840 Beinhorn Rd	11724
C#001 River Bend Dr @ Woodway Dr	11138
#15 Hunters Creek Dr SB at I-10	6006
#29 - River Bend Dr Main IB	4906
S#01 Hickory Hollow from Interstate 10	3616
CP#006 Hunters Creek City Hall	3117
Grand Total	8272793

Total Hotlist Alerts

80

Official Hotlist Alerts

79

Your Custom Hotlist Alerts

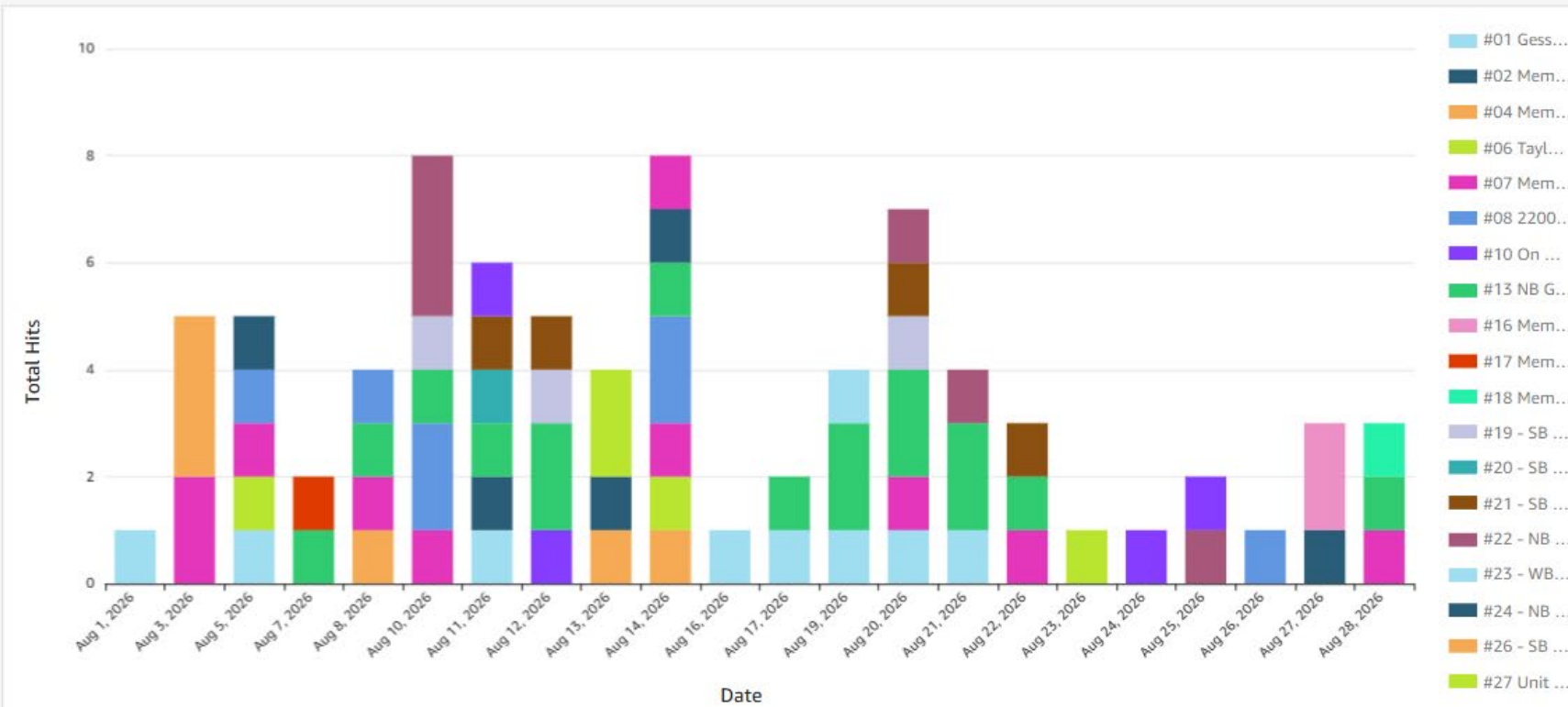
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Other Custom Hotlist Alerts on
Your Networks

No data

Total Alerts by Topic

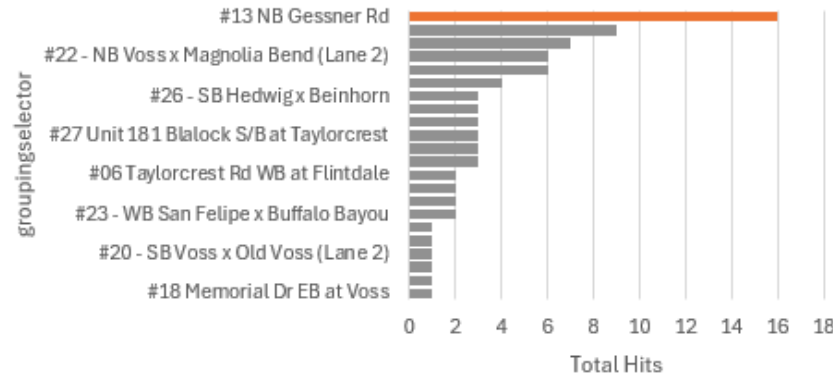
Topic	Alerts
Gang or Suspected Terrorist	35
Stolen Vehicle	28
Stolen Plate	16
Custom Hotlist Alert	1



Hits By Camera

groupingselector	Sum of Total Hits
#13 NB Gessner Rd	16
#07 Memorial Dr @ Briar Forest EB	9
#01 Gessner SB at Frostwood Elementary	7
#22 - NB Voss x Magnolia Bend (Lane 2)	6
#08 2200 S Piney Point Rd NB at City Limit	6
#21 - SB Voss @ Katy Fwy	4
#26 - SB Hedwig x Beinhorn	3
#24 - NB Blalock x Memorial	3
#04 Memorial Dr @ Briar Forest NB	3
#27 Unit 181 Blalock S/B at Taylorcrest	3
Strey Ln @ Memorial Dr NB	3
#19 - SB Voss x Old Voss (Lane 1)	3
#06 Taylorcrest Rd WB at Flintdale	2
#16 Memorial Dr @ E Creekside Dr WB	2
#02 Memorial Dr EB at Gessner	2
#23 - WB San Felipe x Buffalo Bayou	2
#28 MVPD Station S/B Memorial Drive	1
#31 EB Memorial Dr near Tealwood	1
#20 - SB Voss x Old Voss (Lane 2)	1
#10 On Memorial Dr EB from San Felipe	1
#17 Memorial Dr @ Voss WB	1
#18 Memorial Dr EB at Voss	1
Grand Total	80

'groupingselector': #13 NB Gessner Rd has noticeably higher 'Total Hits'.



Total Reads – 8,272,793

Unique – 705,987

6 Top Hits – 867

Hotlist – 8

- Stolen Vehicle
- Stolen Plate
- Gang Member
- Missing
- Hot List
- Priority Restraining Order

Program Summary			
2026 Value	\$ 27,500.00	Recovered	8
2025 Value	\$ 408,500.00	Recovered	19
2024 Value	\$ 746,000.00	Recovered	30
2023 Value	\$ 646,500.00	Recovered	30
2022 Value	\$ 1,733,000.00	Recovered	74
2021 Value	\$ 1,683,601.00	Recovered	75
2020 Value	\$ 1,147,500.00	Recovered	61
2019 Value	\$ 438,000.00	Recovered	22
Program Total	\$ 6,830,601.00		319

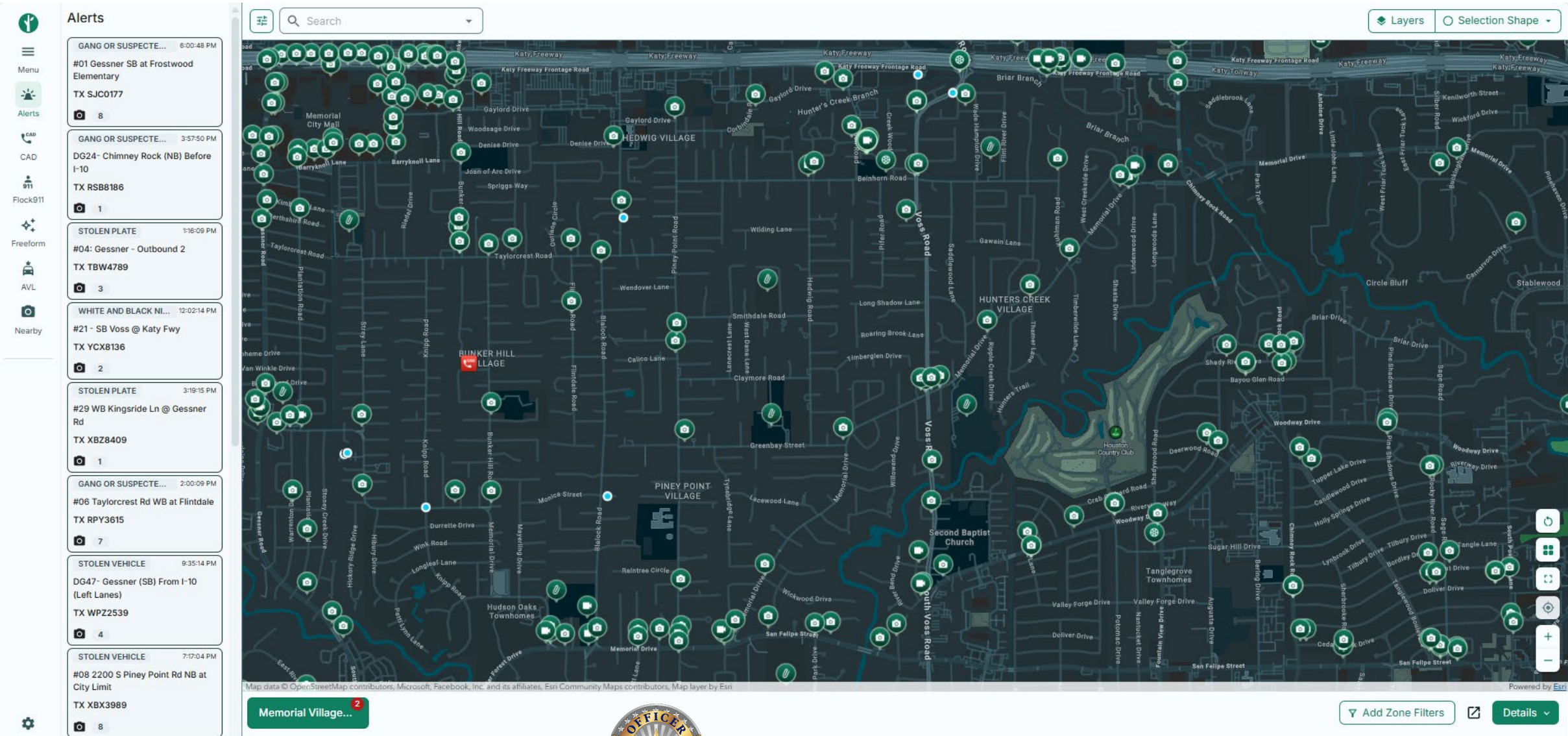
INVESTIGATIVE SOLVES							
Crime	Plate	Date	ALPR	Crime	Plate	Date	ALPR
Auto Theft	WMV7298	13-Jan	Condor	Hotlist JV	FD54309	6/24/2026	8
BMV	TMP88CM5	20-Jan	HOU	BMV	Suspect	6/22/2026	Condor
FSGI	TCD1611	2-Feb	Riverview	Theft	WDN4572	7/16/2026	5
FSGI	KMY3660	17-Feb	Conдор	FSGI	LWN2123	8/2/2026	Condor
BMV	FP52927	26-Feb	6	Auto Theft	YLP9393	8/22/2026	16
Fraud	WZJ4401	23-Mar	SV	Accident/DV	XGZ4499	8/25/2026	Condor
BMV	XSH4087	21-Apr	US Coins				
Criminal Mischief	Person	28-Apr	Taylorcrest®				
BMV	SKY5659	13-May	Calico Ln.				
Theft	XBS0529	25-May	7				
FSGI	XGC0148	24-May	1				
Theft	XXZ6037	29-May	5				
FSGI	XIX5855	10-Jun	9				
CT/Harrasment		12-Jun	8				

Located but Fled			Date	Plate	Camera	Date	Plate	Camera
9-Jan	RGN7136	22						
30-Jan	PLC4475	13						
10-Apr	WDF6326	19						
24-Apr	VRL5215	13						

7 of 8 involved in other crimes = 87.5%

[illegible]

E-Bikes Safety Captures	
6/5/2026	3
6/11/2026	Golf
6/12/2026	4
Ended	



MVPD Monthly ALPR Audit Review

AUGUST 2026

Organization Audit

Monitor and investigate search activity across your organization.

Dashboard Audit History Audit Assistance (0)

Filters

Users

All Users

Start Date & Time

08/01/2026 02:15 PM

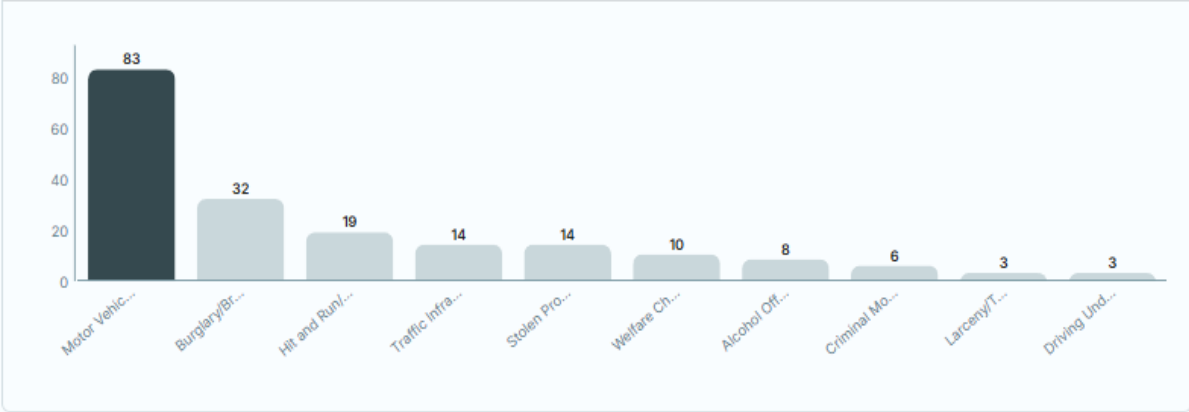
End Date & Time

08/31/2026 02:15 PM

Update

Top Offense Types by Total Number

All users over the last 30 days



Top Offense Types by Total Number

All users over the last 30 days

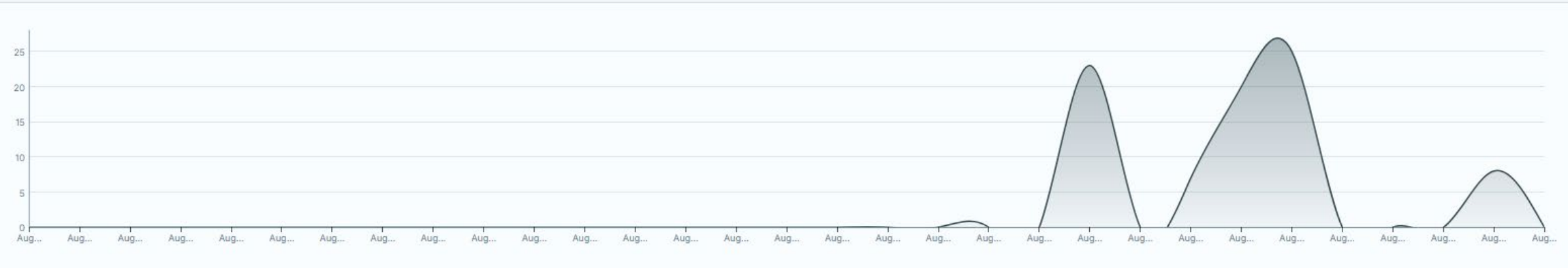


Offense Type Utilization Over Time

All users over the last 30 days

● Motor Vehicle Theft/Stolen ✕

▼

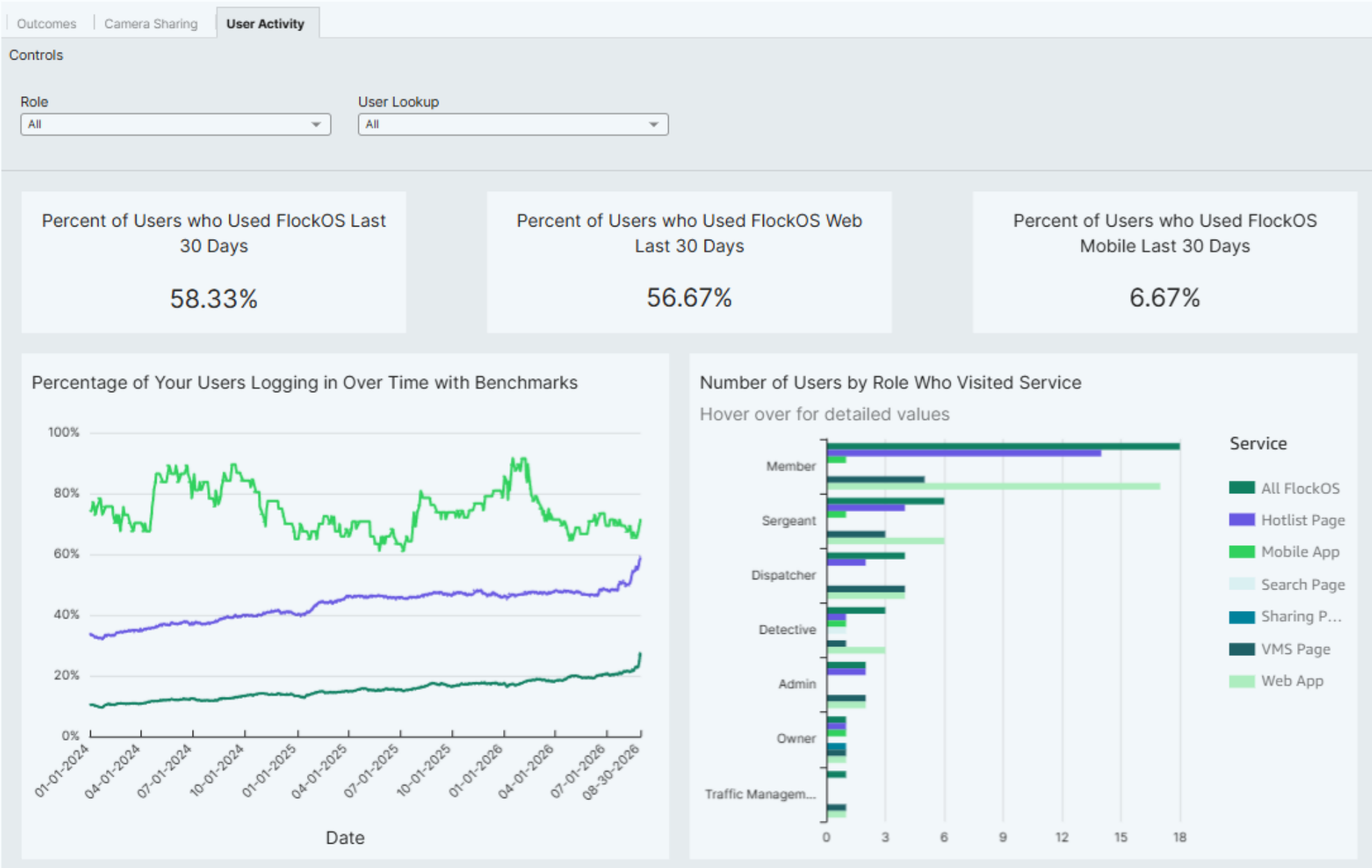


Full List of Offense Types

All users over the last 30 days

📄 Export CSV

Rank	Offense Type	Number of Searches	Percentage of Searches
1	Motor Vehicle Theft/Stolen	83	43.2%
2	Burglary/Breaking & Entering	32	16.7%
3	Hit and Run/Car Accident	19	9.9%
4	Traffic Infraction	14	7.3%
5	Stolen Property Offenses	14	7.3%
6	Welfare Check	10	5.2%
7	Alcohol Offenses (Non-DUI)	8	4.2%
8	Criminal Motor Vehicle Offense (incl. Road Rage/Reckless)	6	3.1%
9	Larceny/Theft Offenses	3	1.6%
10	Driving Under the Influence (DUI/DWI/OWI/OVI)	3	1.6%



Users by Recent FlockOS Use, Most Recent Visit

User	Days Used FlockOS Last 30	Most Recent Visit
Jason Burleson	7	Aug 30, 2026 1
MVPD Dispatch	29	Aug 30, 2026 1
Reggie Rodriguez	6	Aug 30, 2026 1
Ali Alsalmani	13	Aug 29, 2026 1
Andy Kukowski	8	Aug 29, 2026 1
Brian Baker	24	Aug 29, 2026 1
Christopher Garcia	8	Aug 29, 2026 1
Craig Taylor	8	Aug 29, 2026 1
Emily Salsberry	24	Aug 29, 2026 1
Jose Gonzalez	7	Aug 29, 2026 1
Juan Valdez	7	Aug 29, 2026 1
Ray Schultz	19	Aug 29, 2026 1
Eric Hill	2	Aug 28, 2026 1
Jeremy King	8	Aug 28, 2026 1
Larry Boggus	11	Aug 28, 2026 1
Richard Jarvis	10	Aug 28, 2026 1
Blair Cerny	3	Aug 27, 2026 1
Eddie Canales	5	Aug 27, 2026 1
Eric Silliman	7	Aug 27, 2026 1
John Johnson	14	Aug 27, 2026 1
Jose Rodriguez	6	Aug 27, 2026 1
Michelle Palomino	9	Aug 27, 2026 1
Rashied Byrd	10	Aug 27, 2026 1
Robert McElvany	8	Aug 27, 2026 1
Shaneca Millard	7	Aug 27, 2026 1
Chris Rodriguez	4	Aug 26, 2026 1
Eric Jones	8	Aug 26, 2026 1

Mike Sprinkle	7	Aug 26, 2026 1
Brian Baldwin	1	Aug 25, 2026 1
Terry White	8	Aug 25, 2026 1
Lane Owens	1	Aug 22, 2026 1
Roll Call	2	Aug 21, 2026 1
Bobby Pennington	1	Aug 20, 2026 1
Priscilla Gonzalez	6	Aug 19, 2026 1
John Biehunko	2	Aug 18, 2026 1
Valerie Wallace	0	Jul 21, 2026 1
Brenda Brashier	0	Jul 12, 2026 1
Nicholas Harwood	0	Jun 23, 2026 1
Yessenia Ortega	0	May 28, 2026 1
Carol Poon HPD	0	May 27, 2026 1
Tom Fullen	0	Apr 28, 2026 1
Adam Pavlock	0	Mar 30, 2026 1
Jennifer Sachs	0	Mar 24, 2026 1
ioso admin	0	Mar 22, 2026 1
Amelia Barrera	0	Feb 14, 2026 1
Gerardo Barrera	0	Feb 10, 2026 1
David Deady	0	Jan 31, 2026 1
Marcus Zamudio	0	Jan 17, 2026 1
Chideria Bowman	0	Jan 12, 2026 1
Ramin Abedinia	0	Jan 9, 2026 1
JD Darrehshoori	0	Dec 18, 2025 1
Monica Vasquez	0	Nov 25, 2025 1

Admin Analytics

Ongoing, action oriented trends over time. Updates are made every 24 hours.

Outcomes

Camera Sharing

User Activity

Controls

Role

All

User Lookup

All

Average Days Visited by Role, by Service, Last 30 Days

Expand role to see individual user data; average includes only users who visited service

Role/User	Service						
	All FlockOS	Hotlist Page	Mobile App	Search Page	Sharing Page	VMS Page	Web App
	Days	Days Visited	Days Visited	Days Visited	Days Visited	Days Visited	Days Visited
Admin	16	4				7.5	16
Brian Baker	24	1				14	24
Eric Jones	8	7				1	8
Ramin Abedinia							
Ray Schultz II							
Detective	2.67	1	1	4		3	2.67
Blair Cerny	3		1			3	3
Brian Baldwin	1	1					1
Chris Rodriguez	4			4			4
Dispatcher	15.25	12				13.5	15.25
Amelia Barrera							
Brenda Brashier							
Chideria Bowman							
Emily Salsberry	24	11				19	24
Eric Hill	2					2	2
Jennifer Sachs							
MVPD Dispatch	29	13				27	29
Marcus Zamudio							
Priscilla Gonzalez	6					6	6
Valerie Wallace							
Member	7.33	3.5	6			3.6	4.88
Christopher Garcia	8	1					6
Craig Taylor	8	4					4
Eddie Canales	5	3					3

User Report

Eric Silliman	7	1	6				1
Jason Burleson	7	2				1	4
Jeremy King	8	5					5
John Biehunko	2						
John Johnson	14	5					5
Jose Gonzalez	7					1	6
Jose Rodriguez	6	3					3
Juan Valdez	7					6	6
Larry Boggus	11	1				8	11
Michelle Palomino	9	2					2
Nicholas Harwood							
Paladin Drone for Memorial ...							
Rashied Byrd	10	4					7
Reggie Rodriguez	6	6					6
Roll Call	2					2	2
Shaneca Millard	7	5					5
Terry White	8	7					7
Yesenia Ortega							
loso admin							
No Assigned Role							
API User (Peregrine)							
Adam Pavlock							
Cam Whiteman							
Carol Poon HPD							
David Deady							
Dillon Eckerfield							
Efrain Salazar							
JD Darrehshoori							
Monica Vasquez							
Patrick Torres							
Owner	19	4	2			1	10
Ray Schultz	19	4	2			1	10
Sergeant	7.83	4.5	3				4
Ali Alsalmani	13	2	3				4
Andy Kukowski	8	5					6
Lane Owens	1						1
Mike Sprinkle	7						2
Richard Jarvis	10	7					7
Robert McElvany	8	4					4
Traffic Management	1						1
Bobby Pennington	1						1
Gerardo Barrera							
Tom Fullen							

Search

Alerts

FlockOS

VMS

Devices

Sharing

Insights

Evidence

Admin

AlertsHotlistCustom HotlistsSuppressed HitsVehicle Description AlertPeople Detection AlertsFreeForm AlertsAlert SettingsAudio History

Custom Hotlists

Disclaimer: Custom hotlists alone should never be used as probable cause.

My Lists

Organization

Shared From External Agencies

You can view 7 Organization hotlists

Lists that others in your organization have created that you have access to.

Quick Add Plate

+ Add List

List	Audience	Deconflicti...	Contact	# of Plates	Status	Actions
Detective B. Baldwin Created by Brian Baldwin on 7/3/2024	Entire Organization	On	BBaldwin@mvpdtx.org	17	17 Expired	
Det. Blair Cerny Created by Blair Cerny on 5/11/2023	Entire Organization	On	bcerny@mvpdtx.org	10	10 Expired	
Detective C. Rodriguez Created by Chris Rodriguez on 2/8/2023	Entire Organization	On	crodriguez@mvpdtx.org	25	25 Expired	
Baker Hotlist Created by Brian Baker on 3/25/2022	Entire Organization	On	bbaker@mvpdtx.org	5	5 Expired	
Hot List Created by Eric Jones on 7/20/2020	Entire Organization	On	ejones@mvpdtx.org	25	25 Expired	
Memorial Villages's Custom Hotlist Shared Externally Created by MVPD Dispatch on 6/14/2020	Entire Organization	On	disp@mvpdtx.org	21	21 Expired	
Memorial Villages's Organization Hotlist Created by MVPD Dispatch on 6/14/2020	Entire Organization	On	disp@mvpdtx.org	22	22 Expired	

1 of 2

Alerts being Utilized

[< Organization: Memorial Villages TX PD](#)

Alerts & FlockOS

Administrative settings and configurations that appear within Alerts and FlockOS experiences.

- Alert Preferences
- Custom Map Layers
- Attachments & Floor Plans
- Shared Attachments & Floor Plans

Select Role

Owner

Alert Sources

> NCIC	5 Enabled Topics		
> NCMEC Amber Alert	1 Enabled Topics		

Hotlist Deconfliction

Hotlist Deconfliction List Opt-in

Receive notification of a plate match with other organizations that have enabled this feature.

Allow User to Define - Default Set To Opt-in

Integrations

Connect and manage third-party tools and services to enhance workflow efficiency across FlockOS. [Learn more](#)

 Filters

Added (5) Available (18)



✓ Added

Microsoft Entra ID

Microsoft Entra ID (formerly Azure AD) SSO Integration

Category: SSO



✓ Added

Cradlepoint AVL

View close to real-time device location from automated vehicle location (AVL) routers for...

Category: Dispatch, FlockOS
Added on 01/08/2026



✓ Added

Flock911

Stream real-time 911 audio and caller location into FlockOS to support RTCC and patrol workflows.

Category: Dispatch, FlockOS
Added on 06/01/2026



✓ Added

API to Peregrine

Create hotlist entries in Flock from Peregrine. See your device locations and display real-time hotlist...

Category: Investigation, API
Added on 10/23/2025



✓ Added

Axon Evidence

Search for LPR evidence from Axon Fleet3 devices within the Flock platform and export LPR evidence...

Roles

Manage access and permissions for users across your organization.

 Filters

 Search...

7 Roles

+ Add New Role

Admin Category: Admin 253 networks enabled	    4 Users 
Detective Category: Detective 247 networks enabled	    3 Users 
Dispatcher Category: Detective 247 networks enabled	    10 Users 
Member Category: Patrol 247 networks enabled	    22 Users 
Owner Category: Dispatch 313 networks enabled	    1 User 
Sergeant Category: Detective 247 networks enabled	    6 Users 
Traffic Management Category: Other 4 networks enabled	    3 Users 

2026 Total Incidents

2026	Crimes Against Persons	Crimes Against Property	Quality of Life Incidents	Total	Arrests	Incidents	House Checks	YTD BH INC	YTD BH HC	YTD PP INC	YTD PP HC	YTD HC INC	YTD HC HC
January	1	8	64	73	16	6109	3105	1960	784	1624	896	2292	1424
February	0	59	61	120	16	4825	1960	1648	573	1226	508	1730	879
March	3	12	69	84	23	6337	3351	2460	1328	1368	690	2139	1325
April	0	5	59	64	20	5645	2567	1943	777	1547	812	1855	978
May	1	8	66	75	20	6894	3762	2480	1293	1859	1029	2297	1440
June	2	12	57	71	24	8353	5479	3096	1996	2153	1411	2872	2072
July	1	4	52	57	13	10,132	7223	3642	2493	2635	1855	3644	2875
August	0	13	71	84	13	8,134	5086	2754	1656	2103	1339	2981	2073
September													
October													
November													
December													
Total	8	121	499	628	145	56429	32533	19983	10900	14515	8540	19810	13066

2024 Totals	16	115	885	1016	286
Difference					
% Change					

80751	51864	27597	17507	21036	14006	29005	20319

2026 Officer Committed Time to Service Report

Employee Name		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
ALSALMANI, ALI		29:59:28	17:43:36	17:17:59	23:58:46	18:23:57	11:48:22	16:27:21	20:18:35					5	53
BAKER, BRIAN C	*	0:00:00	2:07:02	0:56:47	0:00:00	0:12:01	0:00:00	0:04:11	0:00:00						
BALDWIN, BRIAN	*	5:24:20	0:00:00	0:00:00	0:31:41	6:02:26	0:00:00	3:49:05	2:30:07						
BIEHUNKO, JOHN		16:20:41	16:32:10	18:51:07	23:52:46	19:07:38	15:51:38	16:43:47	21:36:21					3	37
BOGGUS, LARRY	*	0:00:00	0:03:01	0:00:00	1:58:36	0:00:00	3:17:56	5:14:11	0:45:52						
BURLESON, Jason		18:54:09	10:23:42	9:47:45	10:50:00	12:28:23	15:19:37	14:17:37	17:52:36					1	46
BYRD, Rachied		19:29:59	26:30:57	7:41:15	18:55:58	15:03:00	26:23:59	1:45:25	16:54:27					7	69
CANALES, RALPH EDWARD		19:38:24	20:00:13	14:48:57	13:02:20	10:45:05	10:08:24	16:23:46	11:58:17					1	49
CERNY, BLAIR C.	*	0:00:00	1:41:03	1:56:26	0:00:00	0:00:30	0:00:00	2:28:24	0:15:33						
GARCIA, CHRIS					15:31:14	15:47:56	19:06:49	16:53:11	17:21:01					7	42
GONZALEZ, Jose		29:48:21	12:27:13	8:03:55	17:11:17	11:16:39	12:42:35	3:43:59	22:55:45					4	54
HARWOOD, NICHOLAS		12:57:06	16:50:56	8:17:39	4:58:16	3:06:43	0:04:42	0:00:00	0:07:13					1	
JARVIS, RICHARD		17:59:41	13:37:50	15:29:35	9:15:50	5:19:41	22:38:04	17:21:24	15:04:35					2	51
JOHNSON, JOHN		16:52:47	9:58:11	8:39:44	14:25:59	8:13:24	16:54:10	33:25:23	25:06:14					4	73
JONES, ERIC	*	0:02:59	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00						
KING, JEREMY		3:46:54	0:04:30	0:55:40	6:56:37	7:55:37	36:06:00	30:39:53	14:58:57					1	6
KUKOWSKI, Andy		19:01:24	12:06:04	14:29:30	14:05:27	12:03:31	10:10:25	27:17:49	14:29:16					4	50
MCELVANY, ROBERT		7:34:39	6:14:04	15:26:42	6:43:21	5:00:21	3:51:26	12:28:19	5:33:17					1	24
MILLARD, Shaneca		18:11:21	23:05:30	12:39:07	7:41:12	20:20:29	15:02:08	33:21:19	14:36:29					3	33
ORTEGA, Yesenia		26:42:03	14:47:34	14:06:26	14:12:35	15:10:28	11:58:56	19:06:44	10:08:48					1	41
OWENS, Michelle					2:12:10	0:00:00	0:00:00	0:00:00	1:10:24						
OWENS, LANE	*	0:00:00	0:04:25	0:00:00	0:12:01	0:00:00	8:32:20	19:03:00	16:35:10					6	66
PALOMINO, Michelle		22:07:16	17:38:36	24:19:22	19:02:45	14:45:33	22:53:51	33:57:44	12:06:34					4	37
PAVLOCK, JAMES ADAM		17:28:44	11:29:51	12:53:30	0:01:56										
RODRIGUEZ, CHRISTOPHER	*	2:19:56	0:00:00	3:10:11	4:33:51	0:00:00	0:00:00	0:00:00	1:53:43						
RODRIGUEZ, JOSE		19:09:35	14:55:02	7:38:57	15:02:21	28:48:00	20:25:48	24:21:48	13:07:42					3	69
RODRIGUEZ, REGGIE		14:43:28	7:48:55	31:24:20	12:53:47	13:10:28	16:00:18	14:10:04	14:35:19					3	47
SCHULTZ, RAYMOND	*	0:11:12	0:02:27	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:29:11						
SILLIMAN, ERIC		11:30:43	10:30:37	12:46:25	21:18:08	16:26:11	17:04:09	13:04:40	10:18:49					7	61
SPRINKLE, MICHAEL		20:54:49	24:42:01	17:02:31	14:57:44	20:04:53	14:17:18	23:35:18	15:15:39					6	28
TAYLOR, CRAIG		25:59:44	21:11:07	20:38:13	15:07:36	16:21:49	15:09:33	18:35:46	19:08:48					3	46
VALDEZ, JUAN		17:05:04	17:02:22	17:16:04	15:52:15	21:14:26	13:35:52	22:29:45	13:05:20					2	45
WHITE, TERRY		27:08:04	17:35:04	23:46:20	12:50:52	21:28:25	12:43:47	13:14:53	19:15:44					5	53
* = Admin													Total	84	1080

Dispatch Committed Time		Yr Total												
911 Phone Calls		310	226	268	225	289	276	256	356					2206
3700 Phone Calls		3986	2415	2412	2214	2393	2334	2566	2811					21131
DP General Phone Calls*		91:48:32	73:28:26	56:15:37	51:06:02	52:38:01	56:21:37	49:03:58	57:33:19					
Radio Transmissions		17926	11013	11958	11097	11564	11065	11535	13694					

* This is the minimal time as all internal calls route through the 3700 number.



**City of Bunker Hill Village
City Council
Agenda Request**

Agenda Date: September 15, 2026
Agenda Item: X
Subject: Village Fire Department Report
Exhibits: N/A
Funding: N/A
Presenter(s): Chief Croft

Executive Summary

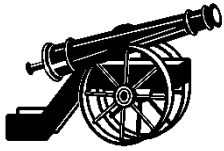
The Village Fire Department Report will include the following items:

A. Update on Activities

Per Village Fire, a copy of the August 2026 Monthly Report, including response times, will be provided at a future meeting date.

Recommended Action

Staff recommends that the City Council receive the Monthly Report.



City of Bunker Hill Village
City Council
Agenda Request

Agenda Date: September 15, 2026

Agenda Item: XI

Subject: Mayor's Report

Exhibits: Proclamation

Funding: N/A

Presenter(s): Mayor Brown

Executive Summary

The Mayor's Report will include the following:

- A. Update on Activities and Upcoming Events
 - Mayors' Meetings
- B. Proclamation recognizing October 5, 2026, as "World Teachers' Day"

Recommended Action

Staff recommends that the City Council take the following actions:

- A. Receive the Mayor's Report.
- B. Proclaim October 5, 2026, as "World Teachers' Day" in the City of Bunker Hill Village.

Proclamation



WHEREAS, the United Nations Education, Scientific and Cultural Organization has designated October 5th of each year as World Teachers' Day to honor the invaluable contributions of teachers worldwide, who nurture the minds and spirits of students and play an essential role in shaping the future of society; and

WHEREAS, teachers are entrusted with the vital responsibility of equipping students with the knowledge, skills, and values necessary to thrive in an ever-changing world; and

WHEREAS, through their dedication and expertise, teachers inspire curiosity, foster creativity, and encourage students to reach their fullest potential; and

WHEREAS, World Teachers' Day provides an opportunity for communities to express gratitude and admiration for the extraordinary work of educators and the lasting impact they have on both individuals and society as a whole; and

WHEREAS, the teachers of Spring Branch Independent School District exemplify dedication, adaptability, and compassion in supporting students, demonstrating a deep commitment to excellence in education; and

WHEREAS, the City of Bunker Hill Village is especially proud to recognize and support the teachers and staff at Bunker Hill Elementary and Frostwood Elementary, whose care, talent, and commitment prepare the children of this community for a bright and successful future; and

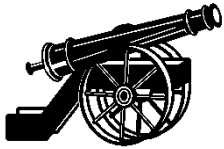
NOW, THEREFORE, I, Keith Brown, as Mayor of the City of Bunker Hill Village, Texas,
do hereby proclaim October 5, 2026, as

World Teachers' Day

in the City of Bunker Hill Village, Texas, and I call upon all citizens to join in celebrating and honoring the remarkable contributions of teachers, who shape the leaders of tomorrow and strengthen our community.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Bunker Hill Village to be affixed this 15th day of September, 2026.

Keith Brown
Mayor



City of Bunker Hill Village
City Council
Agenda Request

Agenda Date:	September 15, 2026
Agenda Item:	XII
Subject:	City Administrator's Report
Exhibits:	Development Report
Funding:	N/A
Presenter(s):	Gerardo Barrera, City Administrator Elvin Hernandez, Public Works Director Susan Grass, Finance Director

Executive Summary

The City Administrator's Report will include the following:

- A. Report on Activities and Upcoming Events
 - Memorial Villages Recycling Event – *Saturday, October 24, 2026*
 - Twinkle Light Parade – *Thursday, December 17, 2026*
- B. Public Works Director Report
 - Development Report
 - CIP Project Update
- C. Finance Director Report
 - Investments and Opportunities

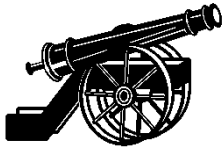
Recommended Action

Staff recommends that the City Council receive the City Administrator's Report.

**City of Bunker Hill Village
Development Report**

Month	2025 Permits Issued (excludes new construction, additions, remodels)	2026 Permits Issued (excludes new construction, additions, remodels)	Variance	2025 New Residential	2026 New Residential	Variance	2025 Residential Addition	2026 Residential Addition	Variance	2025 Residential Remodel	2026 Residential Remodel	Variance	2025 Total Permits Issued (Month)	2026 Total Permits Issued	Variance
January	111	63	-48	2	1	-1	0	0	0	1	1	0	114	65	-49
February	166	108	-58	3	3	0	1	1	0	0	1	1	170	113	-57
March	157	86	-71	3	2	-1	1	0	-1	1	5	4	162	93	-69
April	128	110	-18	4	3	-1	0	1	1	2	1	-1	134	115	-19
May	86	66	-20	1	1	0	1	1	0	0	1	1	88	69	-19
June	99	106	-7	1	1	0	2	1	-1	2	1	-1	104	109	5
July	99	97	-2	1	2	1	0	0	0	4	2	-2	104	101	-3
August	67	62	-5	0	2	2	2	1	-1	1	0	-1	70	65	-5
September	129			2			0			4			135		
October	74			1			1			3			79		
November	53			0			1			2			56		
December	84			1			0			6			91		
YTD Total	1253	698		19	15		9	5		26	12		1307	730	

Month	2025 Pre- Development/ Consultation Meetings	2026 Pre- Development/ Consultation Meetings	Variance	2025 Inspections/ Reinspections	2026 Inspections/ Reinspections	Variance	2025 VFD Inspections	2026 VFD Inspections	Variance	2025 Certificate of Occupancy Issued	2026 Certificate of Occupancy Issued	Variance
January	15	10	-5	204	177	-27	6	4	-2	0	3	3
February	14	11	-3	314	155	-159	4	3	-1	0	2	2
March	8	15	7	298	191	-107	6	6	0	2	1	-1
April	11	18	7	323	179	-144	3	2	-1	0	3	3
May	10	10	0	388	133	-255	5	2	-3	2	1	-1
June	8	7	-1	282	207	-75	3	2	-1	1	1	0
July	13	10	-3	361	246	-115	11	4	-7	1	1	0
August	9	11	2	343	170	-173	3	0	-3	4	3	-1
September	8			298			4			1		
October	14			320			9			3		
November	10			303			6			3		
December	7			180			10			0		
YTD Total	127	92		3614	1458		70	23		17	15	



City of Bunker Hill Village
City Council
Agenda Request

Agenda Date:	September 15, 2026
Agenda Item:	XIII
Subject:	Certificates of Obligation
Exhibits:	N/A
Funding:	N/A
Presenter(s):	Susan Grass, Finance Director

Executive Summary

At the June 16, 2026, meeting, City Council approved Resolution No. 06-16-2026B (authorizing publication of the Notice of Intent to Issue Certificates of Obligation) and Resolution No. 06-16-2026C (expressing intent to reimburse expenditures with proceeds of a borrowing) regarding the Certificates of Obligation to be issued to fund identified water and wastewater infrastructure projects.

The City's Financial Advisor, Masterson Advisors, and City staff have confirmed the City's AAA bond rating from S&P Global Ratings for this issuance.

As outlined in the Plan of Finance, the total debt issuance is an amount not to exceed \$6,000,000. Funds from the issuance will be used to fund the rehabilitation of the power systems at City Hall and Taylorcrest Water Plants, Water Line Replacement Packages 1 and 2, and the Ground Water Storage Tank at Taylorcrest. The financing plan assumes a 20-year repayment period, with debt service to be supported through the Debt Service Fund. The bid/ sale process was conducted on September 15, 2026, with the City's Bond Counsel, Hunton Andrews Kurth LLP.

Staff recommends Council approve an ordinance authorizing the issuance of the Certificates of Obligation. This action will establish the final terms of the issuance based on the results of the sale and authorize the execution and delivery of all necessary documents.

Recommended Action

Staff recommends that the City Council approve Ordinance No. 26-677 by record vote, authorizing the issuance of Certificates of Obligation, Series 2026.



City of Bunker Hill Village
City Council
Agenda Request

Agenda Date:	September 15, 2026
Agenda Item:	XIV
Subject:	Audit Services
Exhibits:	Services Agreement
Funding:	N/A
Presenter(s):	Susan Grass, Finance Director

Executive Summary

At the September 16, 2025, meeting, City Council discussed and directed staff to issue a Request for Proposals (RFP) for professional audit services. Staff solicited formal proposals for audit services for the years ending 2026, 2027, and 2028, with two (2) optional one-year renewals thereafter. The RFP notice was published in the Memorial Examiner on June 24, 2026, and July 1, 2026.

Four (4) qualified bids were received from the following firms:

- BrooksWatson & Co.
- Blazek & Vetterling
- Carr, Rigss & Ingram
- Crowe, LLP

All proposals were evaluated based on three (3) sets of criteria: Mandatory Elements, Technical Quality, and Price. Following review, staff selected BrooksWatson & Co. as the firm scoring the highest and meeting all the requirements of the City.

On August 10, 2026, staff met with the Finance Committee to review and discuss the proposals received. After review and checking references, staff recommended selecting BrooksWatson & Co. as the City's Auditor. The Finance Committee approved the selection and directed staff to present the selection to City Council for formal approval.

The estimated fee for the annual audit services for FY 2026 is \$29,000. Additionally, BrooksWatson & Co. has proposed a fee structure for Single Audit work, with a base fee of \$5,500 plus \$1,750 for each major program. A Single Audit will be required for FY 2026 with one major program anticipated.

The fees for FY 2027 and FY 2028 audit services are as follows:

Financial Statement Audit	
Fiscal Year	Fee
2027	\$30,160
2028	\$31,350

The service agreement has been reviewed by the City Attorney.

Recommended Action

Staff recommends that the City Council approve a three (3) year services agreement with BrooksWatson & Co. for professional auditing services for FY 2026-2028 at set rates with two (2) optional one-year renewals.



CITY OF BUNKER HILL VILLAGE, TEXAS SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Description of Services: Audit Services - Fiscal Years 2026, 2027, and 2028

This Agreement is made and entered into by the **City of Bunker Hill Village, Texas** (referred to as the “City”), with an office at 11977 Memorial Drive, Houston, Texas, 77024, and **BrooksWatson & Company, PLLC** (the “Company”), with an office at 14450 John F. Kennedy Blvd., Ste 240, Houston, Texas, 77032. The City hereby engages the services of the Company as an independent contractor for services described, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

- 1.1. The City hereby agrees to employ the Company and the Company agrees to perform the necessary services as set forth in Exhibit A attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and Exhibit A, the terms set forth in this Agreement shall control.
- 1.3. The parties shall comply with Applicable Laws in performing their respective obligations hereunder.
- 1.4. The Company shall perform the services set forth herein in accordance with the provisions of this Agreement, exercising the degree of skill and care ordinarily exercised by members of the Company’s profession in the geographic region.

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. The term of this Agreement shall be until the work described herein has been completed or the Agreement has been terminated by either party. ***Either party may terminate this Agreement for any reason with thirty days (30) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the Constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require the City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.

3. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Company and the City and no prior or contemporaneous oral or written agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement

without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

The Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld; however, such prior consent shall not be required for an assignment by the Company to a parent, subsidiary, affiliate, or successor.

5. COMPENSATION

The fee for this service under this Agreement will be based on either a fixed fee basis of the actual hours of services furnished multiplied by the Company's billing rates set forth in Exhibit A, plus all reasonable expenses directly related to the services furnished under this Agreement.

6. INDEMNITY AND LIABILITY

6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents, and employees of the City of Bunker Hill Village.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees, and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure, or loss of any and every nature, including but not limited to:
 - i. injury or damage to any property or right
 - ii. injury, damage, or death to any person or entity
 - iii. attorneys' fees, witness fees, expert witness fees and expenses,
 - iv. any settlement amounts; and
 - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists, or which may hereafter arise upon the premises.

6.2. INDEMNITY

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY THIRD-PARTY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGES TO THE EXTENT ARISING OUT OF THE COMPANY'S NEGLIGENT WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

6.3. LIMIT OF LIABILITY

In the event that claims(s) raised by the City against the Company on account of this Agreement, or on account of the Services performed hereunder is/are covered under the Company's insurance policies required of hereunder, the Company shall not be responsible to the City for any loss, damage or liability beyond the amounts contractually required hereunder and actually paid pursuant to the limits and conditions of such insurance policies. With respect to any causes of action and/or claims raised against the Company by the City that are not covered by the insurance policies required hereunder, the Company's liability to the City shall not exceed an aggregate amount equal to twice the compensation paid to the Company by the City under this Agreement in the year in which such cause of action and/or claim is raised.

6.4. WAIVER OF DAMAGES

Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.

7. INSURANCE

7.1. AMOUNTS OF INSURANCE

The Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation	(where required – Statutory by State Law)
Employer's Liability	\$100,000 per occurrence
(b) Commercial (Public)	Liability, including but not limited to:
a. Premises/ Operations	Combined Single Limit
b. Independent Contractors	

- c. Personal Injury
- d. Products/Completed Operations
- e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

- (c) Comprehensive Automobile Liability, in include coverage for:
 - a. Owned/Leased Automobiles
 - b. Non-owned Automobiles
 - c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

7.2. OTHER INSURANCE REQUIREMENTS

The Company understands that it is its sole responsibility to provide the required Certificates.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to the City, under any third party liability policy.

The Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of the Company under this Agreement and apply whether or not required by any other provision of this Agreement.

8. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

9. COMPANY CERTIFICATIONS

The Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

The Company certifies, pursuant to Texas Government Code Chapter 2271, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. The Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

10. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

11. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to the City may be sent to the following addresses:

City of Bunker Hill Village, Texas
11977 Memorial Drive
Houston, Texas 77024
Attn: City Administrator

Notice to the Company may be sent to the following addresses:

BrooksWatson & Co
11450 John F. Kennedy Blvd, Ste 240
Houston, Texas 77032

12. INDEPENDENT CONTRACTOR

The relationship of the Company to the City is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between the Company and the City, the relationship of principal and agent, joint venturers, co-partners or any other similar relationship, the existence of which is hereby expressly denied.

13. FORCE MAJEURE

Any event of Force Majeure that directly or indirectly causes a party to be unable to perform its obligations under this Agreement shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of the affected party for only so long as the impact of such event continues. The obligation to pay amounts due and owing shall not be suspended by such event. The party affected will use commercially reasonable efforts to mitigate the effect of the event. "*Force Majeure*" means any act, event or condition to the extent that it adversely affects the cost or the ability of a party to perform its obligations in accordance with the terms of this Agreement if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party so affected. Force Majeure includes but is not limited to: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

14. WAIVER

The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

AGREED to and ACCEPTED this 15th day of September, 2026.

City of Bunker Hill Village, Texas

Keith Brown
Mayor

ATTEST:

Mallory A. Pack
City Secretary

Vendor: BrooksWatson & Co.

Signature

Print Name

Title

Date

EXHIBIT A

BROOKSWATSON & CO.
CERTIFIED PUBLIC ACCOUNTANTS

August 21, 2026

City of Bunker Hill Village, Texas
11977 Memorial Drive
Houston, Texas 77024

The following represents our understanding of the services we will provide the City of Bunker Hill Village, Texas.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Bunker Hill Village, Texas, as of December 31, 2026 through 2028, and for the years then ended and the related notes to the financial statements, which collectively comprise the City of Bunker Hill Village, Texas's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the periods ended December 31, 2026 through 2028. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, pension information, and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by 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 required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's discussion and analysis
- 2) Budgetary Comparison Information
- 3) Pension and OPEB schedules

Supplementary information other than RSI will accompany the City of Bunker Hill Village, Texas's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Individual nonmajor fund financial statements and schedules
- 2) Combining statements

Also, the document we submit to you will include the following other additional information that will not be subject to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory section
- 2) Statistical section

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and

unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles 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 (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. 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 on the financial statements 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 to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting,

misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. 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. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

Audit of Major Program Compliance

Our audit of the City of Bunker Hill Village, Texas's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance

that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;

5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For 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 current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;

19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information and schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information and schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the supplementary information and schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the supplementary information and schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information and schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

We will assist the City with the preparation of the comprehensive annual financial report, and propose adjusting or correcting journal entries to be reviewed and approved by the City's management, which is considered to be a nonattest service. We will not assume management responsibilities on behalf of the City of Bunker Hill Village, Texas. However, we will provide

advice and recommendations to assist management of the City of Bunker Hill Village, Texas in performing its responsibilities. With respect to this and any other nonattest services we perform, the City of Bunker Hill Village, Texas's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Reporting

We will issue a written report upon completion of our audit of the City of Bunker Hill Village, Texas's basic financial statements. Our report will be addressed to the governing body of the City of Bunker Hill Village, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as follows:

	Begin	Complete
Document internal control and preliminary tests		October 31st
Observe physical inventories (if necessary)		n/a
Mail confirmations		January 1st
Perform year-end audit procedures		March/April
Issue audit report		May

Mike Brooks is the engagement partner for the audit services specified in this letter. His responsibilities include supervising BrooksWatson & Co., PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for the financial statement audits are all inclusive as follows:

Financial Statement Audit	
Fiscal Year	City
2026	\$29,000
2027	\$30,160
2028	\$31,350

Our fees for the uniform guidance audits are \$5,500, including one major program (>\$1,000,000) and \$1,750 for each additional major program, for each year.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City of Bunker Hill Village, Texas's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

If it should become necessary for the City to request the auditor to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if agreed upon by the City and the firm. These services shall be performed at the following rates: Partner - \$200, Manager - \$175, Senior - \$150 Staff/Admin - \$100.

The invoice shall be rendered monthly based upon actual hours billed during the invoice period. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of BrooksWatson & Company, PLLC, and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of BrooksWatson & Company, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

A handwritten signature in black ink that reads "Brooks Watson & Co." in a cursive, slightly stylized font.

BrooksWatson & Co.
14450 John F. Kennedy, Blvd | Ste 240
Houston, TX 77032

RESPONSE:

This letter correctly sets forth our understanding.

The City of Bunker Hill Village, Texas

Acknowledged and agreed on behalf of the City of Bunker Hill Village, Texas by:

Management

Name: _____

Title: **City Administrator** _____

Date: **September 15, 2026** _____

Mayor or Council Representative

Name: _____

Title: **Mayor** _____

Date: **September 15, 2026** _____



Report on the Firm's System of Quality Control

March 31, 2025

To the Partners of Brooks Watson & Company, PLLC and the Peer Review Committee of the Texas Society of CPA's.

We have reviewed the system of quality control for the accounting and auditing practice of Brooks Watson & Company, PLLC (the firm) in effect for the year ended May 31, 2024. 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/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on 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 and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of 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 on in conformity with the requirements of applicable 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 and compliance with the firm's system of quality control 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 and an audit of an employee benefit plan.

As a part of our peer 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 Brooks Watson & Company, PLLC in effect for the year ended May 31, 2024, 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*. Brooks Watson & Company, PLLC has received a peer review rating of *pass*.

Jason F. Clausen, P.C.



**City of Bunker Hill Village
City Council
Agenda Request**

Agenda Date:	September 15, 2026
Agenda Item:	XV
Subject:	FY 2026 Budget Amendments No. 8 through 12
Exhibits:	Ordinance No. 26-678
Funding:	Fund Balance 2026
Presenter(s):	Susan Grass, Finance Director

Executive Summary

City staff is presenting a revised budget for Fiscal Year (FY) 2026 based on year-end projections for City Council consideration and approval. Adopting a revised budget provides a more accurate reflection of the City's current financial position and ensures a more accurate depiction of the fund balance as used in the preparation and adoption of the FY 2027 Budget.

In the past, Council amended the budget based on year-end actuals. Since the 2027 Budget makes assumptions about the current year's available fund balance for use in the 2026 budget, staff recommends that Council approve a budget amendment based on current year-end projections to ensure projected ending fund balance availability. As the end of the 2026 fiscal/ calendar year approaches, line-item budgets will more accurately reflect expenditures/expenses that staff can rely upon when making purchases. This will also help prepare for the annual audit.

Budget amendments 8 through 12 compare the FY 2026 Adopted Budget (that includes budget amendments 1-7) to the FY 2026 year-end projections, including both revenues and expenditures/expenses for all funds, to see the changes.

The end result will fall to the bottom line and increase or decrease fund balance in the current year. The increase/decrease in fund balance will be as follows:

- General Fund decrease fund balance \$24,700.
- Utility Fund decrease fund balance \$35,000.
- General Fund Construction Fund increase fund balance \$320,000.
- Utility Fund CIP decrease fund balance \$50,000.
- Beautification decrease fund balance \$1,063.

Recommended Action

Staff recommends that the City Council approve Ordinance No. 26-678, amending the 2026 Adopted Budget.

ORDINANCE NO. 26-678

**AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS,
ADOPTING AMENDMENT NOS. 8 THROUGH 12 TO THE ORIGINAL BUDGET
OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, FOR THE FISCAL YEAR
2026; PROVIDING DETAILED LINE-ITEM INCREASES OR DECREASES;
PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS
RELATING TO THE SUBJECT**

* * * * *

WHEREAS, the City of Bunker Hill Village Budget for the Fiscal Year 2026 was adopted within the time and in the manner required by State law; and

WHEREAS, the City Council finds and determines that the proposed change in the budget is necessary; and

WHEREAS, the City Council finds and determines that the proposed change in the budget are for municipal purposes, and that the amendment of the budget constitutes a matter of public necessity requiring adoption of the amendment to the budget at this time; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS:

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

Section 2. The City of Bunker Hill Village Budget for the fiscal year 2026 is hereby amended by the adoption of “**Amendment Nos. 8 through 12 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2026,**” a copy of which is attached hereto. The “Amendment Nos. 8 through 12 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2026” shall be attached to and made a part of the Original Budget by the City Secretary and filed as required by State law.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bunker Hill Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this 15th day of September, 2026.

Keith Brown
Mayor

ATTEST:

Mallory A. Pack
City Secretary

City of Bunker Hill Village
 Adopted 2026 Budget
 General Fund

Amendment No. 8

Account #	Description	2026 Adopted Budget	2026 Amendment No.8	Change
01 00-00-4010	Taxes - Current Year	7,134,878.00	7,144,878.00	10,000.00
01 00-00-4020	Taxes - Prior Years	30,000.00	15,000.00	(15,000.00)
01 00-00-4120	Sales Tax Revenue	348,000.00	350,000.00	2,000.00
01 00-00-4310	Permits - Animal Licenses	5,000.00	6,000.00	1,000.00
01 00-00-4920	Miscellaneous Income	110,000	210,300	100,300
TOTAL General Fund REVENUES		7,627,878	7,726,178	98,300
Personnel				
01 00-00-5110	Payroll Taxes - FICA Employer	50,000	55,000	5,000
01 00-00-5120	Payroll Taxes - TWC	1,500	2,000	500
01 00-00-5210	Retirement - TMRS Employer	110,000	115,000	5,000
01 00-00-5340	Insurance - Medical	69,000	81,000	12,000
TOTAL Personnel		230,500	253,000	22,500
Public Safety				
01 00-00-5602	Police Department	2,860,165	2,960,465	100,300
TOTAL Public Safety		2,860,165	2,960,465	100,300
Commodities				
01 00-00-6491	Janitor Supplies	1,000	1,200	200
TOTAL Commodities		1,000	1,200	200
TOTAL General Fund EXPENDITURES		3,091,665	3,214,665	123,000
Over (Under) Amendment				(24,700)

City of Bunker Hill Village
 Adopted 2026 Budget
 Utility Fund

Amendment No. 9

Account #	Description	2026 Adopted Budget	2026 Amendment No.9	Change
Utility Fund Expenses				
Personnel				
04 00-00-5010	Wages	570,000	575,000	5,000
04 00-00-5110	Payroll Taxes - FICA Employer	47,500	50,000	2,500
04 00-00-5210	Retirement - TMRS Employer	118,000	122,000	4,000
04 00-00-5340	Insurance - Medical	97,000	120,000	23,000
TOTAL Personnel		832,500	867,000	34,500
Maintenance				
04 00-00-7520	Water Well/Pumps	49,500	37,000	(12,500)
04 00-00-7535	Water Lines	53,000	40,500	(12,500)
04 00-00-7540	Water - Water Meters	20,000	45,000	25,000
04 00-00-7610	Wastewater - Lines	25,000	85,000	60,000
TOTAL Maintenance		147,500	207,500	60,000
Contracted Services				
04 00-00-7502	Professional Services - Accounting	23,000	23,500	500
04 00-00-8003	WW Treatment Fee	2,000,000	1,940,000	(60,000)
TOTAL Contract Services		2,023,000	1,963,500	(59,500)
TOTAL M&O UTILITY		3,003,000	3,038,000	35,000
Over (Under) Amendment				(35,000)

City of Bunker Hill Village
 Adopted 2026 Budget
 Construction Fund

Amendment No. 10

		2026	2026	
Account #	Description	Adopted Budget	Amendment No.10	Change
Capital Outlay				
06-00-00-9184.15	Strey Ln Overlay	320,000	-	320,000
TOTAL Capital Outlay		320,000	-	320,000

City of Bunker Hill Village
 Adopted 2026 Budget
 Utility Construction Fund

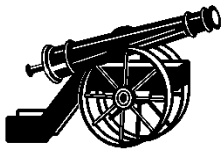
Amendment No. 11

Account #		Description	2026 Adopted Budget	2026 Amendment No.11	Change
Capital Outlay					
07	00-00-9184.05	WW#3 Emergency Power Improvements	-	50,000	(50,000)
TOTAL Capital Outlay			-	50,000	(50,000)

City of Bunker Hill Village
 Adopted 2026 Budget
 Construction Fund

Amendment No. 12

			2026	2026	
	Account #	Description	Adopted Budget	Amendment No.12	Change
06	00-00-8832	Beautification	40,000	41,063	(1,063)
TOTAL Expenditures			40,000	41,063	(1,063)



**City of Bunker Hill Village
City Council
Agenda Request**

Agenda Date:	September 15, 2026
Agenda Item:	XVI
Subject:	Drainage Improvements – Broken Bough Dr.
Exhibits:	Services Agreement
Funding:	Localized Drainage (Acct. # 06-9183.01) \$50,000.00
Presenter(s):	Elvin Hernandez, Public Works Director

Executive Summary

The City's Five-Year Capital Improvement Plan (CIP) includes funding for localized drainage improvements to enhance stormwater management, reduce flood risks, and optimize drainage reliability through proper maintenance.

In response to resident concerns regarding drainage and ponding on reported streets, a topographical feasibility survey was conducted to evaluate curb lines and drainage conditions to identify areas in need of improvement. Following this survey work, staff requested and received a proposal from Precision Infrastructure Management (PIM) for drainage improvements on Broken Bough.

The survey work identified 682 linear feet of Broken Bough in need of drainage repairs to mitigate persistent street ponding. Using a specialized concrete-cutting process, PIM will reshape the existing curb and gutter pans to restore positive water flow toward the storm drains near Knipp Road in an effort to reduce street ponding and improve drainage along curb lines.

To obtain the best value and meet purchasing requirements, the use of interlocal cooperative purchasing programs allows the City to leverage the purchasing potential and benefit from economies of scale. All contracts are competitively bid and awarded in compliance with State procurement requirements. After vetting multiple competitive contracts through various interlocal cooperative purchasing programs and evaluating overall competitive pricing, staff recommends awarding a contract to Precision Infrastructure Management in the amount of \$50,000.00. The City previously contracted with PIM in December 2025 for a limited-scope pilot program that successfully eliminated significant street ponding and drainage issues at locations identified through resident reports.

The contract has been reviewed by the City Attorney.

Recommended Action

Staff recommends that the City Council approve a services agreement with Precision Infrastructure Management in the amount of \$50,000.00 for localized drainage improvements on Broken Bough Dr.



CITY OF BUNKER HILL VILLAGE, TEXAS SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Description of Services: Localized Drainage Improvements

This Agreement is made and entered into by the **City of Bunker Hill Village, Texas** (referred to as the “City”), with an office at 11977 Memorial Drive, Houston, Texas, 77024, and **PIM CS, LLC d/b/a Precision Infrastructure Management** (the “Company”), with an office at 25 Maryland Avenue, Annapolis, Maryland 21401. The City hereby engages the services of the Company as an independent contractor for services described, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

- 1.1. The City hereby agrees to employ the Company and the Company agrees to perform the necessary services as set forth in Exhibit A attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and Exhibit A, the terms set forth in this Agreement shall control.
- 1.3. The parties shall comply with Applicable Laws in performing their respective obligations hereunder.
- 1.4. The Company shall perform the services set forth herein in accordance with the provisions of this Agreement, exercising the degree of skill and care ordinarily exercised by members of the Company’s profession in the geographic region.

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. The term of this Agreement shall be until the work described herein has been completed or the Agreement has been terminated by either party. ***Either party may terminate this Agreement for any reason with thirty days (30) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the Constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require the City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.

3. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Company and the City and no prior or contemporaneous oral or written agreements or representations shall be

construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

The Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld; however, such prior consent shall not be required for an assignment by the Company to a parent, subsidiary, affiliate, or successor.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit A up to an amount not to exceed **\$50,000.00**.

6. INDEMNITY AND LIABILITY

6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents, and employees of the City of Bunker Hill Village.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees, and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure, or loss of any and every nature, including but not limited to:
 - i. injury or damage to any property or right
 - ii. injury, damage, or death to any person or entity
 - iii. attorneys' fees, witness fees, expert witness fees and expenses,
 - iv. any settlement amounts; and
 - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists, or which may hereafter arise upon the premises.

6.2. INDEMNITY

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY THIRD-PARTY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGES TO THE EXTENT ARISING OUT OF THE

COMPANY'S NEGLIGENT WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

6.3. LIMIT OF LIABILITY

In the event that claims(s) raised by the City against the Company on account of this Agreement, or on account of the Services performed hereunder is/are covered under the Company's insurance policies required of hereunder, the Company shall not be responsible to the City for any loss, damage or liability beyond the amounts contractually required hereunder and actually paid pursuant to the limits and conditions of such insurance policies. With respect to any causes of action and/or claims raised against the Company by the City that are not covered by the insurance policies required hereunder, the Company's liability to the City shall not exceed an aggregate amount equal to twice the compensation paid to the Company by the City under this Agreement in the year in which such cause of action and/or claim is raised.

6.4. WAIVER OF DAMAGES

Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.

7. INSURANCE

7.1. AMOUNTS OF INSURANCE

The Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation	(where required – Statutory by State Law)
Employer's Liability	\$100,000 per occurrence
(b) Commercial (Public)	Liability, including but not limited to:

- a. Premises/ Operations Combined Single Limit
- b. Independent Contractors
- c. Personal Injury
- d. Products/Completed Operations
- e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

- (c) Comprehensive Automobile Liability, in include coverage for:
 - a. Owned/Leased Automobiles
 - b. Non-owned Automobiles
 - c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

7.2. OTHER INSURANCE REQUIREMENTS

The Company understands that it is its sole responsibility to provide the required Certificates.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to the City, under any third party liability policy.

The Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Be provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of the Company under this Agreement and apply whether or not required by any other provision of this Agreement.

8. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

9. COMPANY CERTIFICATIONS

The Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

The Company certifies, pursuant to Texas Government Code Chapter 2271, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. The Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

In accordance with Chapter 2274 of the Texas Government Code, Company covenants that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

10. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

11. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to the City may be sent to the following addresses:

City of Bunker Hill Village, Texas
11977 Memorial Drive
Houston, Texas 77024
Attn: City Administrator

Notice to the Company may be sent to the following addresses:

PIM CS, LLC d/b/a Precision Infrastructure Management
25 Maryland Avenue
Annapolis, Maryland 21401

12. INDEPENDENT CONTRACTOR

The relationship of the Company to the City is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between the Company and the City, the relationship of principal and agent, joint venturers, co-partners or any other similar relationship, the existence of which is hereby expressly denied.

13. FORCE MAJEURE

Any event of Force Majeure that directly or indirectly causes a party to be unable to perform its obligations under this Agreement shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of the affected party for only so long as the impact of such event continues. The obligation to pay amounts due and owing shall not be suspended by such event. The party affected will use commercially reasonable efforts to mitigate the effect of the event. "*Force Majeure*" means any act, event or condition to the extent that it adversely affects the cost or the ability of a party to perform its obligations in accordance with the terms of this Agreement if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party so affected. Force Majeure includes but is not limited to: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

14. WAIVER

The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

AGREED to and ACCEPTED this 15th day of September, 2026.

City of Bunker Hill Village, Texas

Keith Brown
Mayor

ATTEST:

Mallory A. Pack
City Secretary

Vendor: PIM CS, LLC
d/b/a Precision Infrastructure Management

Signature

Print Name

Title

Date

EXHIBIT A



FIX PONDING. REDUCE RISK. PROTECT ASSETS.

PROJECT PROPOSAL

Prepared for the
City of Bunker Hill Village, TX
August 2026

Casey Penland,
Regional Manager
c: (336) 870-5602
c.penland@precisioninfrastructuremgmt.com

ESTIMATE AND

Casey Penland, Regional Manager

PROPOSAL

c.penland@precisioninfrastructuremgmt.com

PIM CPKM26-233-01

c: (336) 870-5602

EXECUTIVE SUMMARY

Precision Flowline provides a cost-effective, patented solution for eliminating ponding issues that degrade infrastructure, create accessibility challenges, and increase liability risks. Our proprietary ponding mitigation method reduces standing water by 90 – 95%, extending asset life without the need for costly demolition or full reconstruction.

At the request of Bunker Hill Village Precision Infrastructure Management (PIM) conducted a topographical feasibility analysis using survey-grade equipment and in-house ponding modeling. Our analysis identified two sites suitable for our mitigation process. The infrastructure is in good structural condition, making these locations ideal candidates for repair using our patented technique.



Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	Broken Bough Pt 1	\$44,462	\$33,538	\$78,000	72	520
2	Broken Bough Pt 2	\$5,538	\$18,762	\$24,300	12	162
		\$ 50,000	\$ 52,300	\$ 102,300	84	682

ESTIMATE AND

PROPOSAL

PIM CPKM25-233-01

**SOLE
SOURCE**
APPROVED



Key Benefits of This Solution

- **Cost Savings:** Estimated **\$52,300 savings** compared to traditional repaving.
- **Minimal Disruption:** Repairs can be completed in **8 workdays**, keeping streets and intersections open without heavy equipment.
- **Sustainability Impact:** Reduces **waste and carbon emissions** by avoiding demolition and unnecessary material replacement.
- **Liability Reduction:** Improved accessibility and drainage reduce **risk exposure for pedestrians and vehicles**.
- **Streamlined Procurement:** Sole Source Verification Letter or TIPS Cooperative Piggyback Contract Available

Casey Penland, Regional Manager

c.penland@precisioninfrastructuremgmt.com c: (336) 870-5602

SITE 1: Broken Bough Pt 1



Repairs will begin at station D1



Repairs will end at station D



Driveway may require a bevel

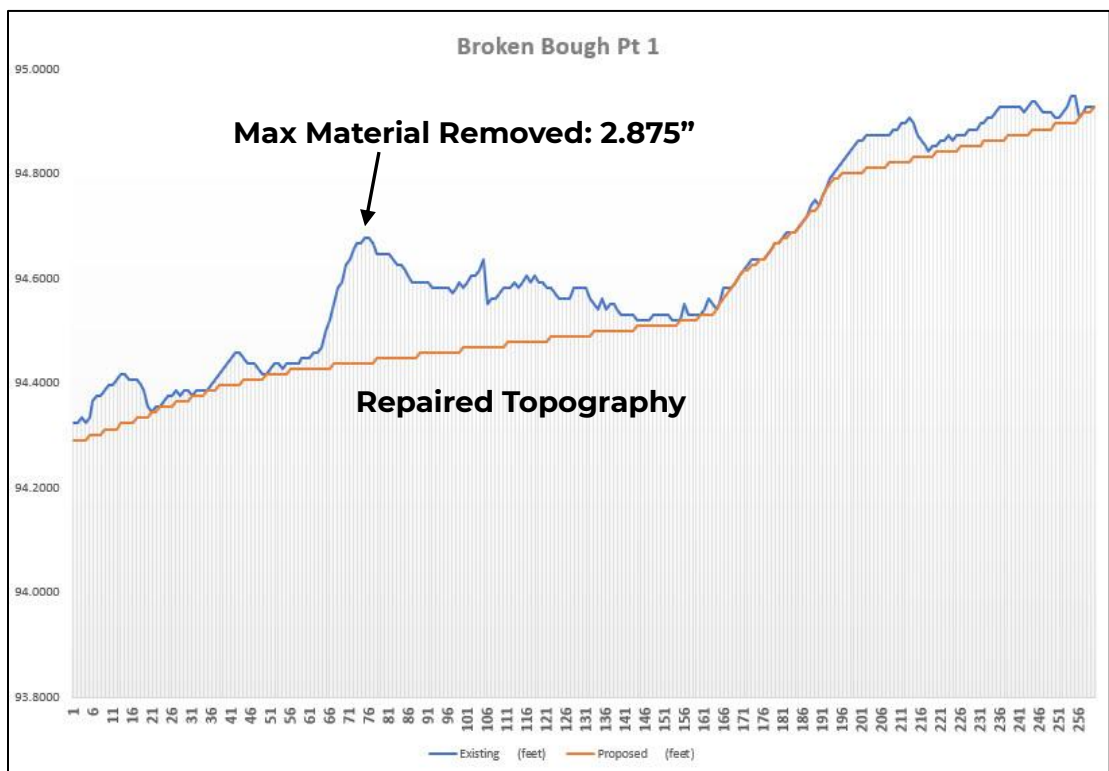


Driveway may require a bevel



Driveway may require a bevel

GRAPH



The feasibility analysis above covers Stations 41–300. As shown in the photos above, the proposed repairs will begin at Station D1 (300) and end at Station D (40).

The Flowline crosses the driveways at 11903, 11907, 11911, and 11915. More than 1 inch of material will be removed at these driveway transitions, requiring the driveways to be beveled to maintain a finished reveal between ½ and 1 inch.

During the previous project, Precision Flowline restored approximately 80 LF from the catch basin near Knipp Rd. to Station D1, in front of 11903. The proposed Flowline restoration will connect directly to these existing repairs, creating a continuous drainage path.

Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	Broken Bough Pt 1	\$44,462	\$33,538	\$78,000	72	520

SITE 2: Broken Bough Pt 2

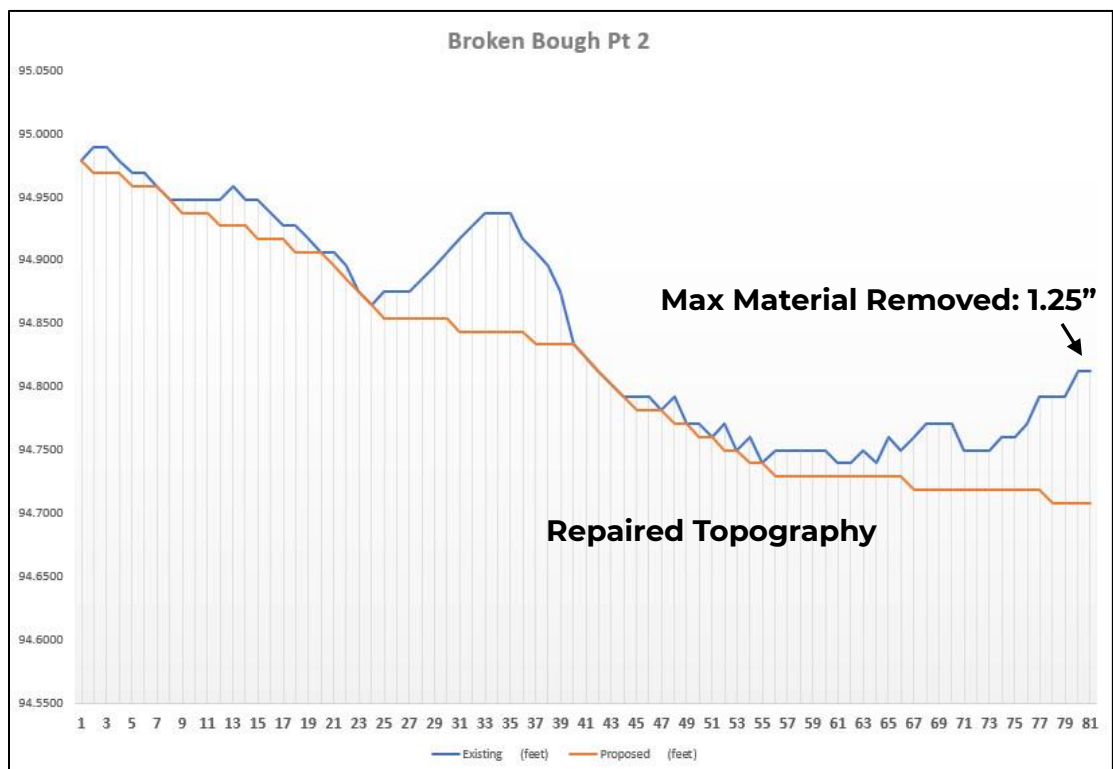


Repairs will begin at station
X15 right before the driveway
at address 11914



Repairs will end at station O1

GRAPH



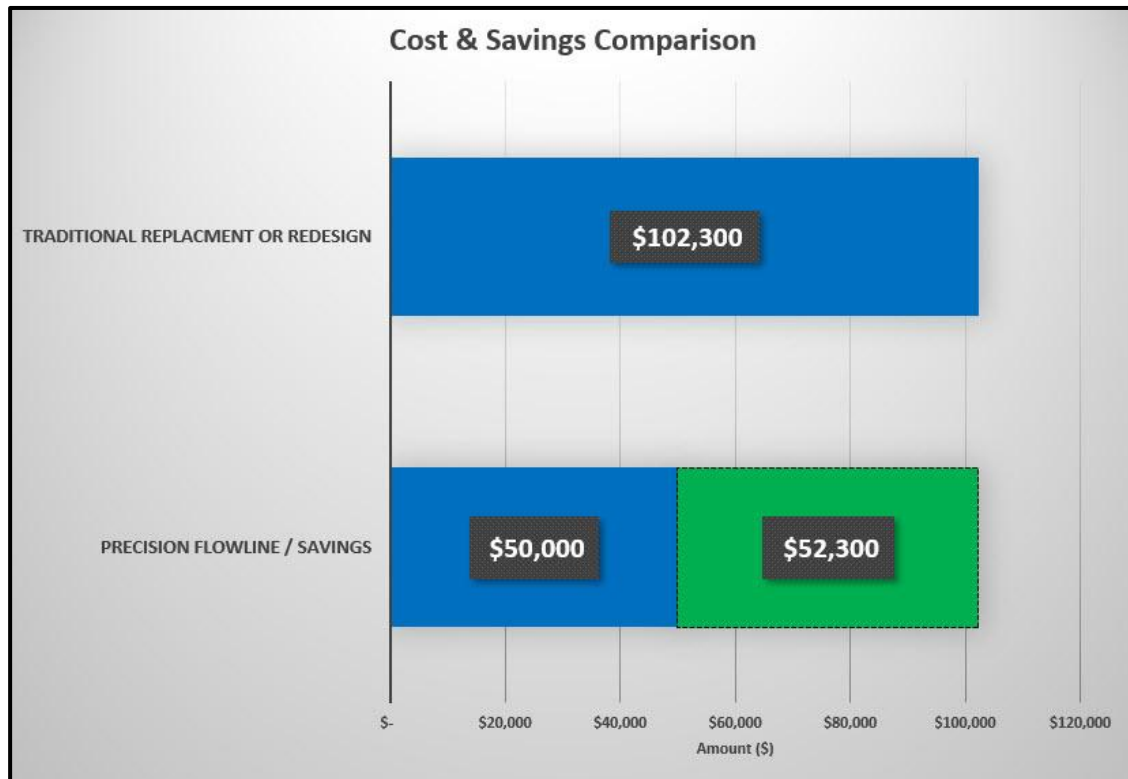
The feasibility graph above represents only the proposed repairs in front of addresses 11914 and 11910.

These repairs will improve drainage at these locations but will not address the larger ponding issue along this section of the street. To fully mitigate the ponding in this area, the Flowline would need to be extended approximately 345 additional LF all the way to the catch basin near Knipp Road.

Based on the amount of material being removed at the driveway transitions, PIM does not anticipate that driveway beveling will be required.

Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
2	Broken Bough Pt 2	\$5,538	\$18,762	\$24,300	12	162

ESTIMATED SAVINGS



Compared to traditional methods (asphalt repaving), PIM estimates **Bunker Hill Village will save approximately \$52,300** if it elects to use the “Full Mitigation” model from PIM’s patented ponding mitigation process.

“All-In Full Replacement Cost” represents the estimated cost to correct each site using conventional municipal methods for asphalt roadways, which typically involve full-width milling and resurfacing rather than localized surface correction, along with curb and gutter reconstruction where present. The estimate includes milling and asphalt replacement over a continuous pavement section, pavement tie-ins, driveway and ADA ramp reconstruction where impacted, and—at locations without nearby drainage points—potential installation of drainage structures or stormwater tie-ins. Costs also reflect mobilization, staging, and traffic control typically required for milling and paving operations, particularly on narrow or high-traffic streets. This baseline reflects the practical, all-in cost of full roadway restoration using standard Bunker Hill Village construction practices, rather than a targeted repair approach.

PRICING

The total project cost will be structured as a Not-to-Exceed (NTE) amount of \$50,000.

Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	Broken Bough Pt 1	\$44,462	\$33,538	\$78,000	72	520
2	Broken Bough Pt 2	\$5,538	\$18,762	\$24,300	12	162
		\$ 50,000	\$ 52,300	\$ 102,300	84	682

PROJECT SCHEDULE & DURATION

When scheduled, we estimate the ponding alterations **will require approximately 8 working days**, with the note that wet weather days may delay our operations. If Flowline is required to halt work due to circumstances outside of its control, including but not limited to delays caused by the Customer, property access issues, parked cars blocking access, third-party interventions, permitting or regulatory disputes, or any other unforeseen interruptions not attributable to Flowline, **the Customer agrees to compensate Flowline for downtime at a rate of \$250 per hour per crew.** Time will be calculated in one-hour increments, beginning from the moment work is stopped until Flowline is authorized and able to resume operations. If work cannot resume within a reasonable timeframe, Flowline reserves the right to demobilize, and additional remobilization fees may apply. By accepting this proposal, the Customer acknowledges this policy and agrees to these terms.

SAFETY

PIM has a nearly flawless safety record; we use OSHA approved equipment, certify all employees who work directly on sidewalk condition studies, and have outstanding safety practices for both employees and the public who may be using the walkways and facilities where we are working. We have worked in dense urban, high pedestrian traffic areas, universities as well as residential neighborhoods and historic districts to complete condition assessments without incident. Our clients often receive unsolicited compliments for the work we are performing for them.

INSURANCE & INCORPORATION

PIM is a corporation registered in the state of Delaware with a Certificate of Authority to operate in North Carolina, Virginia, West Virginia, District of Columbia, Pennsylvania, and New York. Proof of liability, workers compensation, and auto insurance will be provided as requested. PIM CS, LLC is the legal entity name for contracting purposes.

CONFIDENTIALITY

This copyrighted material is presented by PIM to the City of Bunker Hill Village for the purpose of evaluating an offer to provide ADA transition-related products and services. These literary, graphic, and pictorial works may not be reproduced or retransmitted in any form and the information presented in this proposal may not be disseminated without express written consent.

PROJECT INITIATION

When advised of acceptance of this proposal, PIM will assign an operations Manager for the ponding cuts who will conduct a kick-off and/or organizational meeting with the project manager assigned by the City of Bunker Hill Village. During this meeting we will discuss:

- Project schedule and work-days
- Special scheduling requests
- Reporting on progress
- General specifications
- Contact information
- Additional City of Bunker Hill Village requirements

REPAIR SPECIFICATIONS

1. Measurements will be taken of every ponding point inside the estimated project area:
 - a. Height¹ – the original height of each ponding point location
 - b. Height² – the modified height of each ponding point location
 - c. Length – the total linear feet distance of measured original ponding locations
 - d. Full Address Location
2. Gutter pan sites will be repaired from the full length of the gutter (full edge-to-edge repair);
3. Gutter pans will be repaired at a uniform slope to reduce ponding
4. Debris from repaired areas will be collected and removed;
5. A dust abatement system will be used during all repair operations;
6. The repaired area will be smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways if applicable;
7. A detailed, auditable invoice will be presented for every repair site.

WARRANTY

PIM CS, LLC. Guarantees its work:

1. All repairs will have a zero point of differential in height with the adjacent gutter pan.
2. Repairs will affect only the panels causing the ponding; adjacent panels or immovable objects will be unaffected.
3. All repairs will have a smooth finish with the possibility of some exposed aggregate.
4. The repaired surface will exceed OSHA requirements for friction on public walkways where applicable.
5. Ponding areas will be reduced as a result of the changes in topographical ponding points.

TRAFFIC CONTROL

Some sites may require traffic control of varying degrees depending on the size and scope of the site. We can provide full-size cones and signage, but any additional cones, signage, flaggers or other personnel will need to be provided for the sites that require them either by the City of Bunker Hill Village or by a reputable third-party traffic control vendor. If a third-party vendor is chosen, the price of that traffic control will be added to the pricing of the project. Please note below whether the City of Bunker Hill Village will be providing traffic control or if an outside vendor needs to be contacted and scheduled. If there is a vendor that you recommend, please note their name and contact information as well.

Estimated Natural Resources Saved:

- approximately **45 - 48** tons of waste concrete and asphalt from removal and landfills
(**682** cubic feet of concrete at an average weight of 132 to 140 lbs per cubic foot)
- approximately the same amount of materials and resources to replace the concrete that was removed

Estimated Fossil Fuels Saved: 77 gallons

- hauling equipment to and from the site to remove sidewalks
- operating backhoe equipment to break up and remove concrete
- round trip transportation of 45 - 48 tons of debris to the landfill
- round trip transportation of new materials to replace the removed sidewalks

Estimated Greenhouse Gas Emissions Avoided: 6.76 Metric Tons CO₂

Our clients often wonder what reducing carbon dioxide (CO₂) emissions from repairing sidewalks means in everyday terms – instead of demolishing and replacing them. We have taken the parameters from your project and used the Greenhouse Gas Equivalencies Calculator (provided by the US Environmental Protection Agency) to help understand just that. For this project, an estimated 6.76 *Metric Tons of CO₂ – Carbon Dioxide or CO₂ equivalent gases will not be produced.*

DEBRIS DISPOSAL

If the City of Bunker Hill Village owns a location for disposing of asphalt and concrete debris that you would like us to utilize, please note its address below. If the City of Bunker Hill Village does not have a debris disposal site or would prefer that we do not use the city owned site, please let us know so that we may make the proper arrangements. The cost of debris disposal will be added to the total cost of the project.

PROJECT ACCEPTANCE

Email: c.penland@precisioninfrastructuremgmt.com
or Fax to: (800) 734-8891

Upon receipt of this signed acceptance or Purchase Order, PIM will schedule Precision Flowline repairs approved by the Village of Bunker Hill Village. **Table 1** shows the price of Full Mitigation. Please mark each site that you would like repaired with an 'X' in the far-right column of the table.

If your organization utilizes a vendor registration or management system that requires our enrollment, please provide all relevant links and documentation prior to proposal acceptance. If such requirements are not disclosed prior to execution of this agreement, we cannot be held responsible for delays in enrollment or additional administrative obligations that may affect timely payment.

Unless otherwise agreed in writing, payment is due upon receipt of invoice. Any undisclosed post-contract registration or approval processes shall not serve as a valid basis to delay or withhold payment.

Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet	Select "X"
1	Broken Bough Pt 1	\$44,462	\$33,538	\$78,000	72	520	
2	Broken Bough Pt 2	\$5,538	\$18,762	\$24,300	12	162	
		\$ 50,000	\$ 52,300	\$ 102,300	84	682	

The total project cost will be structured as a Not-to-Exceed (NTE) amount of \$50,000.

Approved By: Keith Brown

Title: Mayor, City of Bunker Hill Village

Signature: _____

Phone: 713-467-9762

Email: ehernandez@bunkerhilltx.gov

Notes:



AWARDED VENDOR

**SOLE
SOURCE
APPROVED**

TERMS AND CONDITIONS

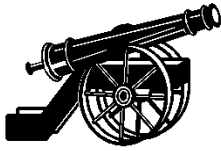
1. PIM CS, LLC, d/b/a Precision Infrastructure Management ("PIM"), provides the proposal subject to the terms and conditions set forth in herein (the "Terms"). Acceptance of PIM's proposal by the customer (the "customer" or "you") constitutes the agreement by customer to engage PIM in accordance with such proposal and these Terms. Acceptance of PIM's proposal will occur by the customer providing a purchase order to PIM in respect of the proposed services or by click-through or similar agreement by the parties. PIM will provide ponding mitigation services based on the customer's approved specifications as set forth in the proposal attached to these Terms. These services are designed to address specific service areas identified by the customer. PIM makes no guarantees that the entire property, or any area other than such specific service areas, has been inspected or that all potential ponding issues have been addressed. It is the customer's responsibility to notify PIM of any specific areas of concern.
2. PIM endeavors to perform ponding mitigation services in a professional and workmanlike manner based on the proposal.
3. While our services are intended to mitigate ponding, natural and man-made factors, including but not limited to heavy rainfall, water saturation, shifts in the ground, or changes in nearby drainage systems, may cause ponding to reappear, and we cannot guarantee that ponds will not reappear after our services are completed. These factors are beyond our control, and PIM is not liable for any claims, losses or damages related to or arising from the occurrence or reoccurrence of ponding or the condition of the property. In the course of performing ponding mitigation services, PIM may encounter flaws or defects within the concrete or asphalt that are not visible or detectable prior to cutting. Such flaws, while uncommon, may include air pockets, voids, or weak points resulting from how the concrete was originally poured. These defects can impact the structural integrity of the concrete and, in some cases, may cause chipping, spalling, or unexpected breakage when cutting occurs. PIM technicians will use commercially reasonable efforts to achieve an aesthetically pleasing result; however, PIM cannot guarantee a flawless appearance or the structural integrity of any area affected by such pre-existing defects. By accepting this proposal, the Customer acknowledges and accepts that PIM is not responsible for the presence of such flaws, nor is PIM liable for any associated costs or obligations to repair or replace affected areas.
4. If PIM is required to halt work due to circumstances outside of its control, including but not limited to delays caused by the Customer, property access issues, third-party interventions, permitting or regulatory disputes, or any other unforeseen interruptions not attributable to PIM, the Customer agrees to compensate PIM for downtime at a rate of \$250 per hour per crew. Time will be calculated in one-hour increments, beginning from the moment work is stopped until PIM is authorized and able to resume operations. If work cannot resume within a reasonable timeframe, PIM reserves the right to demobilize, and additional remobilization fees may apply. By accepting this proposal, the Customer acknowledges this policy and agrees to these terms.
5. The customer shall (a) cooperate with PIM in all matters relating to the services and provide access to the customer's premises and other properties may be reasonably requested by PIM for purposes of performing the services, (b) provide permits, approvals, authorizations or decisions that are reasonably necessary for PIM to perform the services and (c) provide such materials or information as PIM may reasonably request to carry out the services. The customer is responsible for ensuring that PIM has full access to the service area and arranging traffic control, or the customer may engage PIM or its contractors to arrange traffic control. If vehicles or other items prevent access to the service area to be mitigated, PIM will not be responsible for incomplete work or any issues resulting from service areas PIM was unable to access.
6. It is the customer's responsibility to maintain the mitigated areas after PIM completes the work. Regular maintenance, including inspection and upkeep of drainage systems and surrounding landscapes, is

essential to prevent the reappearance of ponding. PIM shall not be held responsible for any damages or liability arising from the customer's failure to maintain the site post-mitigation.

7. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 2 ABOVE, PIM MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
8. IN NO EVENT SHALL PIM BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PIM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO PIM PURSUANT TO THE PROPOSAL.
9. No guarantee can be made that any of the timelines, estimates, projections, forecasts, business plans and other forward-looking information contained in the proposal will be achieved, and none of PIM or its affiliates or their respective representatives shall have or be subject to any liability or other obligation of any kind or nature to the customer or any person resulting from any timelines, estimates, projections, forecasts, business plans or other forward-looking information provided or made available to the customer or its representatives.
10. PIM is an equal opportunity employer. PIM does not discriminate on the basis of race, color, religion (creed), gender, gender identity, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military or veteran status, in its employment activities or operations. PIM is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment. PIM will treat all incidents seriously and promptly investigate all allegations of discrimination and harassment. All PIM personnel, contractors and customers are instructed to inform the PIM manager of any allegations of discrimination or harassment, and any person found to have sexually harassed another will face disciplinary action, up to and including termination. All complaints of harassment and discrimination will be taken seriously and treated with respect and in confidence. No one will be retaliated against for making such a complaint. Sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated, and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment, as well as situations which create an environment that is hostile, intimidating, or humiliating for the recipient. Sexual harassment may involve one or more incidents, and actions constituting harassment may be physical, verbal, or non-verbal.
11. In accepting any portion of this proposal, if you certify that a job or project is not subject to prevailing wage, and it is later determined to be a prevailing wage job, there will be a 30% upcharge or the calculated additional cost of the wages, whichever is greater. In addition, you will be responsible to reimbursement of any of PIM's actual costs due to the prevailing wage job determination, including but not limited to the attorneys' fees incurred by PIM in connection therewith.
12. Although drawn by PIM, if you agree to this proposal, you agree that – in the event of any dispute over the meaning or application of the proposal or these Terms – be interpreted fairly and reasonably and neither more strongly for nor against either Party.
13. PIM catalogues only those ADA barriers specifically requested by the customer. PIM makes no guarantee or representation that all ADA barriers have been catalogued after the service is completed. Also, it is

recognized that after completion of the service, ADA barriers may and frequently do continue to appear naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PIM is not responsible for movement or changes in the sidewalks and is not liable for any related claims, losses, damages, or liabilities pertaining thereto.

14. PIM shall not be liable or responsible to the customer, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of the services when and to the extent such failure or delay is caused by or results from acts beyond PIM's control, including but not limited to, (a) acts of God, (b) flood, hurricane, storm, fire, earthquake, explosion, pandemic or epidemic (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest (d) government order, law, or action, (e) embargoes or blockades, (f) national or regional emergency, (g) strikes, labor stoppages, or slowdowns or other industrial disturbances and (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services or inability or delay in obtaining supplies of adequate or suitable materials.
15. Pricing is valid for 90 days from when PIM sends this proposal, and is based on the volume of work represented in the proposal.
16. The customer shall pay PIM the full amount of each invoice within 30 days of receipt, unless otherwise specified in the invoice, and any late payments may be subject to interest at the prime rate plus 2%. Also, payment of PIM's invoice(s) will be deemed to mean that you have inspected PIM's work and that it was performed to your satisfaction.
17. By acceptance of PIM's proposal, you attest that you have read the proposal and these Terms, understand them completely, and agree to them. You confirm that you are duly authorized to agree to these Terms on behalf of the customer. You authorize PIM to complete the work detailed in this proposal in accordance with PIM's schedule and pricing.
18. The Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the principles or rules of conflict of laws. The undersigned parties hereby agree that any dispute, action or proceeding arising out of these Terms shall be brought exclusively in any state or federal court located in Arlington, Virginia.



City of Bunker Hill Village
City Council
Agenda Request

Agenda Date:	September 15, 2026
Agenda Item:	XVII
Subject:	Annual Tree Plantings
Exhibits:	Services Agreement
Funding:	Offsite Tree Program (Acct. #17-00-00-8752) \$87,591.44
Presenter(s):	Elvin Hernandez, Public Works Director

Executive Summary

The purpose of the City's Tree Ordinance, adopted by City Council on February 20, 1996, is to preserve and enhance the desirability of the City through thoughtful site planning, the preservation and protection of trees, tree replacement, and the enhancement of the City's urban tree canopy. The ordinance recognizes that trees are an important component of the City's character and contribute to the long-term quality, appearance, and desirability of the community.

The City upholds the objectives of the Tree Ordinance through the annual tree planting program. As part of the City's ongoing commitment to maintaining and enhancing the tree canopy, this year's planting initiative will include the planting and establishment of 47 specimen-grade trees along Knipp Road and Strey Lane. Trees will be 100-gallon, an increase in size from 65-gallon trees previously planted. This project will also include the installation of dedicated permanent irrigation, as well as the delivery, planting, mulching, and ring construction for 35 Eagleston Hollies, nine (9) Live Oaks, two (2) Cedar Elms, and one (1) Red Maple.

Following a competitive solicitation and evaluation process, staff recommends awarding a contract to BrightView Landscape in the amount of \$87,591.44 to complete annual tree planting at identified locations throughout the City. Planting will occur in late September or early October to take advantage of favorable fall weather conditions that support planting and root development.

Funding for this work is included in the Off-Site Tree Fund, which accounts for revenues and expenditures related to compliance with the City's Tree Ordinance. This fund was established as an alternative for development activities to ensure the minimum amount of tree density in the City is maintained when a resident chooses not to plant on their lot. When required trees cannot be planted on private property, participants may contribute to fund tree planting in the City right-of-way (ROW), in compliance with the tree ordinance.

The contract has been reviewed by the City Attorney.

Recommended Action

Staff recommends that the City Council approve a services agreement with BrightView Landscape Services in the amount of \$87,591.44 for annual tree planting.



CITY OF BUNKER HILL VILLAGE, TEXAS SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Description of Services: Annual Tree Planting

This Agreement is made and entered into by the **City of Bunker Hill Village, Texas** (referred to as the “City”), with an office at 11977 Memorial Drive, Houston, Texas, 77024, and **BrightView Landscape LLC** (the “Company”), with an office at 1461 W. 1st Street, Prosper, Texas 75078. The City hereby engages the services of the Company as an independent contractor for services described, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

- 1.1. The City hereby agrees to employ the Company and the Company agrees to perform the necessary services as set forth in Exhibit A attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and Exhibit A, the terms set forth in this Agreement shall control.
- 1.3. The parties shall comply with Applicable Laws in performing their respective obligations hereunder.
- 1.4. The Company shall perform the services set forth herein in accordance with the provisions of this Agreement, exercising the degree of skill and care ordinarily exercised by members of the Company’s profession in the geographic region.

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. The term of this Agreement shall be until the work described herein has been completed or the Agreement has been terminated by either party. ***Either party may terminate this Agreement for any reason with thirty days (30) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the Constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require the City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.

3. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Company and the City and no prior or contemporaneous oral or written agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement

without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

The Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld; however, such prior consent shall not be required for an assignment by the Company to a parent, subsidiary, affiliate, or successor.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A" up to an amount not to exceed **\$87,591.44**

6. INDEMNITY AND LIABILITY

6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents, and employees of the City of Bunker Hill Village.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees, and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure, or loss of any and every nature, including but not limited to:
 - i. injury or damage to any property or right
 - ii. injury, damage, or death to any person or entity
 - iii. attorneys' fees, witness fees, expert witness fees and expenses,
 - iv. any settlement amounts; and
 - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists, or which may hereafter arise upon the premises.

6.2. INDEMNITY

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY THIRD-PARTY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGES TO THE EXTENT ARISING OUT OF THE COMPANY'S NEGLIGENT WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

6.3. LIMIT OF LIABILITY

In the event that claims(s) raised by the City against the Company on account of this Agreement, or on account of the Services performed hereunder is/are covered under the Company's insurance policies required of hereunder, the Company shall not be responsible to the City for any loss, damage or liability beyond the amounts contractually required hereunder and actually paid pursuant to the limits and conditions of such insurance policies. With respect to any causes of action and/or claims raised against the Company by the City that are not covered by the insurance policies required hereunder, the Company's liability to the City shall not exceed an aggregate amount equal to twice the compensation paid to the Company by the City under this Agreement in the year in which such cause of action and/or claim is raised.

6.4. WAIVER OF DAMAGES

Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.

7. INSURANCE

7.1. AMOUNTS OF INSURANCE

The Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation	(where required – Statutory by State Law)
Employer's Liability	\$100,000 per occurrence
(b) Commercial (Public)	Liability, including but not limited to:
a. Premises/ Operations	Combined Single Limit
b. Independent Contractors	

- c. Personal Injury
- d. Products/Completed Operations
- e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

- (c) Comprehensive Automobile Liability, in include coverage for:
 - a. Owned/Leased Automobiles
 - b. Non-owned Automobiles
 - c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

7.2. OTHER INSURANCE REQUIREMENTS

The Company understands that it is its sole responsibility to provide the required Certificates.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to the City, under any third party liability policy.

The Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of the Company under this Agreement and apply whether or not required by any other provision of this Agreement.

8. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

9. COMPANY CERTIFICATIONS

The Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

The Company certifies, pursuant to Texas Government Code Chapter 2271, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. The Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

10. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

11. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to the City may be sent to the following addresses:

City of Bunker Hill Village, Texas
11977 Memorial Drive
Houston, Texas 77024
Attn: City Administrator

Notice to the Company may be sent to the following addresses:

BrightView Landscape LLC
1461 W. 1st Street
Prosper, TX 75078

12. INDEPENDENT CONTRACTOR

The relationship of the Company to the City is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between the Company and the City, the relationship of principal and agent, joint venturers, co-partners or any other similar relationship, the existence of which is hereby expressly denied.

13. FORCE MAJEURE

Any event of Force Majeure that directly or indirectly causes a party to be unable to perform its obligations under this Agreement shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of the affected party for only so long as the impact of such event continues. The obligation to pay amounts due and owing shall not be suspended by such event. The party affected will use commercially reasonable efforts to mitigate the effect of the event. "*Force Majeure*" means any act, event or condition to the extent that it adversely affects the cost or the ability of a party to perform its obligations in accordance with the terms of this Agreement if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party so affected. Force Majeure includes but is not limited to: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

14. WAIVER

The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

AGREED to and ACCEPTED this 15th day of September, 2026.

City of Bunker Hill Village, Texas

Keith Brown
Mayor

ATTEST:

Mallory A. Pack
City Secretary

Vendor: BrightView Landscapes, LLC

Corey McCort

Signature

Corey McCort

Print Name

RVP

Title

9/8/2026

Date

EXHIBIT A

Proposal for Extra Work at City of Bunker Hill Village

Property Name	City of Bunker Hill Village	Contact	Elvin Hernandez
Property Address	11977 Memorial Dr Houston, TX 77024	To	City of Bunker Hill Village
		Billing Address	11977 Memorial Dr Houston, TX 77024

Project Name Tree Proposal

Project Description Tree installation and replacement. Irrigation , PVBs and Piping with Bubblers

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
SO 8907044 Trees			Subtotal	\$87,591.44
7.00	EACH	1" PVB, 2 Nodes per location,and related piping, 2 bubblers per tree.	\$1,337.51	\$9,362.55
35.00	EACH	100g Eagleston Holly	\$1,637.70	\$57,319.58
1.00	EACH	100g Red Maple	\$1,579.34	\$1,579.34
2.00	EACH	100g Cedar Elm	\$1,610.45	\$3,220.90
9.00	EACH	100g Live Oak	\$1,512.12	\$13,609.07
1.00	LUMP SUM	Mulch, Tree Rings	\$2,500.00	\$2,500.00
47 total trees				

For internal use only

SO# 8907044
JOB# 332500223
Service Line 130

Total Price \$87,591.44

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
11999 FM529 Rd, Houston, TX 77041 ph. (281) 578-2078 fax (281) 599-3037

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Director of Public Works	
Signature _____	Title _____
Elvin Hernandez	June 09, 2026
Printed Name _____	Date _____

BrightView Landscapes, LLC "Contractor"

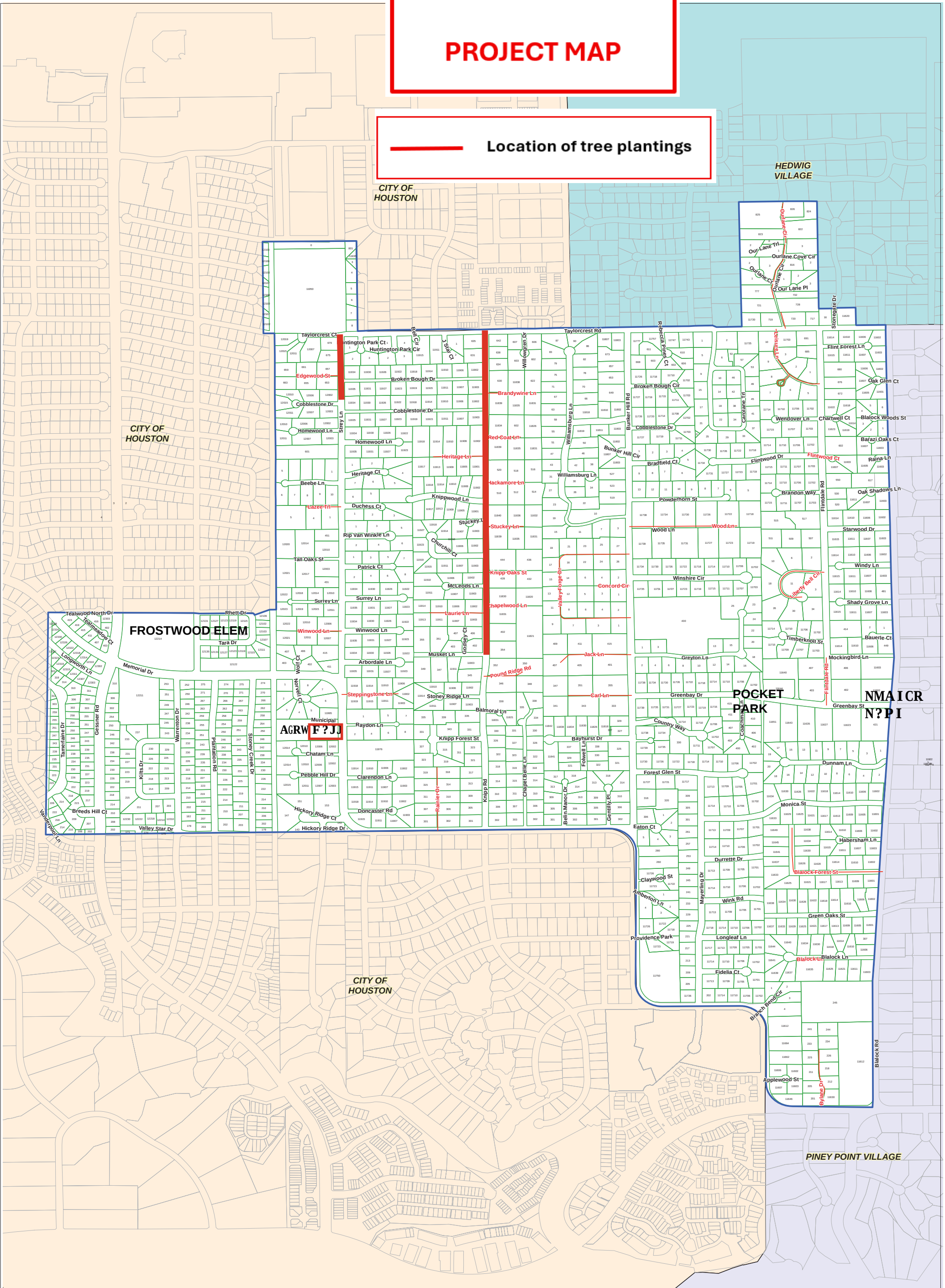
Account Manager	
Signature _____	Title _____
Marty Eugene Ray	June 09, 2026
Printed Name _____	Date _____

Job #: 332500223

SO #: 8907044 **Proposed Price:** \$87,591.44

PROJECT MAP

Location of tree plantings



Legend

- PRIVATE STREETS
- PUBLIC STREETS
- CITY LIMITS
- Parcel (HCAD)