

CITY OF BUNKER HILL VILLAGE

NOTICE IS HEREBY GIVEN OF A MEETING OF THE BUNKER HILL VILLAGE CITY COUNCIL TO BE HELD ON TUESDAY, FEBRUARY 20, 2024, AT 5:00 P.M. IN THE CITY HALL COUNCIL CHAMBERS AT 11977 MEMORIAL DRIVE, HOUSTON, TEXAS, FOR THE PURPOSE OF DISCUSSION, AND IF DEEMED ADVISABLE BY THE CITY COUNCIL, ACTION ON THE FOLLOWING:

“The Mayor, City Council and Staff of Bunker Hill Village are committed to governing with integrity and fiscal responsibility. We are dedicated to creating a sense of community, ensuring the safety and well-being of our citizens, and preserving our unique character and quality of life so that we can pass on a greater and more beautiful city to future generations.”

NOTICE OF MEETING BY TELEPHONE AND VIDEO CONFERENCE:

In accordance with Texas Government Code, Sec. 551.127, on a regular, non-emergency basis, Councilmembers may attend and participate in a meeting remotely by video conference. Should such attendance transpire, a quorum of the Council will be physically present at the location noted above on this agenda.

This meeting agenda, and the agenda packet, are posted online at
www.bunkerhilltx.gov

Join Zoom Meeting

<https://us06web.zoom.us/j/82484813650?pwd=wj4O6OLUGDQFuhY8KdnbqduOYb8ALp.1>

Meeting ID: 824 8481 3650

Passcode: 545846

Dial by your location

+1 346 248 7799 US (Houston)

The public will be permitted to offer public comments by video conference as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE – *Girl Scout Troop #126054*

III. CITIZENS' COMMENTS

This is an opportunity for citizens to speak to council relating to agenda and non-agenda items. Comments are limited to three minutes. If the topic the speaker wishes to address is on the agenda, the speaker can either speak at this time or defer comments until such time the item is discussed. Speakers are required to address council at the microphone and give their name and address prior to voicing their concerns.

Note: To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. Items that cannot be referred to the city staff for action may be placed on the agenda of a future City Council meeting.

IV. INTRODUCTION OF INDEPENDENT FINANCIAL REPRESENTATIVES – *Gerardo Barrera, City Administrator and Susan Engels, Finance Director*

V. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT WITH IDS ENGINEERING GROUP TO PROVIDE THE SERVICES OF CITY ENGINEER – *Gerardo Barrera, City Administrator*

VI. PRESENTATION, PUBLIC HEARING AND CONSIDERATION AND ACTION ON AN APPLICATION FOR A SPECIFIC USE PERMIT

ALL INTERESTED PARTIES SHALL HAVE THE RIGHT AND OPPORTUNITY TO APPEAR AND BE HEARD ON THE ITEM LISTED BELOW:

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, AMENDING APPENDIX “A” OF THE CODE OF ORDINANCES OF THE CITY, SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF SAID CITY, BY GRANTING A SPECIFIC USE PERMIT FOR CONSTRUCTION AND USE OF PICKLE BALL COURTS, A TRELIS SHADE STRUCTURE, FENCING AND ASSOCIATED LIGHTING ON THE PREMISES OF MEMORIAL DRIVE PRESBYTERIAN CHURCH, AND OTHER INCIDENTAL IMPROVEMENTS; PROVIDING FOR REPEAL; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

Open Public Hearing

RECEIVE COMMENTS FROM THE PUBLIC, EITHER ORAL OR WRITTEN, REGARDING THE FOLLOWING:

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, AMENDING APPENDIX “A” OF THE CODE OF ORDINANCES OF THE CITY, SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF SAID CITY, BY GRANTING A SPECIFIC USE PERMIT FOR CONSTRUCTION AND USE OF PICKLE BALL COURTS, A TRELIS SHADE STRUCTURE, FENCING AND ASSOCIATED LIGHTING ON THE PREMISES OF MEMORIAL DRIVE PRESBYTERIAN CHURCH, AND OTHER INCIDENTAL IMPROVEMENTS; PROVIDING FOR REPEAL; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

Close Public Hearing

CONSIDERATION AND POSSIBLE ACTION REGARDING THE FOLLOWING:

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, AMENDING APPENDIX “A” OF THE CODE OF ORDINANCES OF THE CITY, SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF SAID CITY, BY GRANTING A SPECIFIC USE PERMIT FOR CONSTRUCTION AND USE OF PICKLE BALL COURTS, A TRELIS SHADE STRUCTURE, FENCING AND ASSOCIATED LIGHTING ON THE PREMISES OF MEMORIAL DRIVE PRESBYTERIAN CHURCH, AND OTHER INCIDENTAL IMPROVEMENTS; PROVIDING FOR REPEAL; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

VII. PRESENTATION, PUBLIC HEARING AND CONSIDERATION AND ACTION ON AMENDING THE CITY’S ZONING ORDINANCE

ALL INTERESTED PARTIES SHALL HAVE THE RIGHT AND OPPORTUNITY TO APPEAR AND BE HEARD ON THE ITEM LISTED BELOW:

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS AMENDING APPENDIX “A” OF ITS CODE OF ORDINANCES, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, TO ADD A NEW SECTION 7.17, SCREENING OF UTILITY EQUIPMENT, OF ARTICLE VII, SUPPLEMENTARY DISTRICT REGULATIONS, TO ADD REGULATIONS REQUIRING SCREENING OF ALL UTILITY EQUIPMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION

Open Public Hearing

RECEIVE COMMENTS FROM THE PUBLIC, EITHER ORAL OR WRITTEN, REGARDING THE FOLLOWING:

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS AMENDING APPENDIX “A” OF ITS CODE OF ORDINANCES, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, TO ADD A NEW SECTION 7.17, SCREENING OF UTILITY EQUIPMENT, OF ARTICLE VII, SUPPLEMENTARY DISTRICT REGULATIONS, TO ADD REGULATIONS REQUIRING SCREENING OF ALL UTILITY EQUIPMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION

Close Public Hearing

CONSIDERATION AND POSSIBLE ACTION REGARDING THE FOLLOWING:

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS AMENDING APPENDIX “A” OF ITS CODE OF ORDINANCES, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, TO ADD A NEW SECTION 7.17, SCREENING OF UTILITY EQUIPMENT, OF ARTICLE VII, SUPPLEMENTARY DISTRICT REGULATIONS, TO ADD REGULATIONS REQUIRING SCREENING OF ALL UTILITY EQUIPMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION

VIII. MEMORIAL VILLAGES POLICE DEPARTMENT REPORT

- A. Update on Activities
- B. Discussion, Feedback, and Review Regarding E-Bike Regulation
- C. Consideration and Possible Action Regarding Employee Insurance Coverage for the Time Period of April 1, 2024, through March 31, 2025, Contracting for Health, Vision, and Dental Insurance in Partnership with the Memorial Villages Police Department and the City of Piney Point Village, Texas

IX. VILLAGE FIRE DEPARTMENT REPORT

- A. Update on Activities

X. MAYOR’S REPORT

- A. Report on Activities and Upcoming Events
 - Mayors’ Meetings

XI. CITY ADMINISTRATOR'S REPORT

- A. Report on Activities and Upcoming Events
 - Planning and Zoning Commission Meeting – *January 23, 2024*
 - May 4, 2024 Election
 - Memorial Villages Water Authority (MVWA) Wastewater Update
 - Landscaping Contract Update
- B. Director of Public Works Report
 - Development Report

- 2024 CIP Project Update
- Public Works and Disaster Operations Building

C. Finance Director Report

- Annual Audit – *March 25, 2024 – March 29, 2024*
- Investments and Opportunities

- XII. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS, AND LANGFORD ENGINEERING IN THE AMOUNT OF \$149,320.00 FOR THE REPLACEMENT OF WATER LINES – *Gerardo Barrera, City Administrator***
- XIII. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, APPROVING INTERLOCAL AGREEMENTS WITH THE GENERAL SERVICES ADMINISTRATION OF THE UNITED STATES (GSA ADVANTAGE); HARRIS COUNTY DEPARTMENT OF EDUCATION (CHOICE PARTNERS NATIONAL COOPERATIVE); NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC (OMNIA PARTNERS); REGION 8 EDUCATION SERVICE CENTER (TIPS PURCHASING COOPERATIVE); TEXAS COMPTROLLER OF PUBLIC ACCOUNTS (TX SMART BUY); AND WITH SOURCEWELL (A MINNESOTA SERVICE COOPERATIVE) TO ALLOW THE CITY OF BUNKER HILL VILLAGE TO PARTICIPATE IN COOPERATIVE PURCHASING PROGRAMS; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND MAKING OTHER PROVISIONS RELATED THERETO – *Gerardo Barrera, City Administrator***
- XIV. CONSIDERATION AND POSSIBLE ACTION TO RENEW A CONTRACT WITH TX BBG CONSULTING, INC., A WHOLLY OWNED SUBSIDIARY OF SAFEUILT, LLC FOR BUILDING PLAN REVIEW AND DEVELOPMENT SERVICES – *Elvin Hernandez, Director of Public Works***
- XV. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS AMENDING CHAPTER 14, SUBDIVISION, OF THE CITY’S CODE OF ORDINANCES BY AMENDING SECTION 14-1, DEFINITIONS, SECTION 14-2, GENERAL PROVISIONS, SECTION 14-3, SPECIAL PROVISIONS, SECTION 14-5, FINAL PLAT, SECTION 14-6, FEES, SECTION 14-11, APPROVAL OF FINAL PLAT; REMOVING SECTION 14-4, PRELIMINARY PLAT AND ACCOMPANYING DATA, TO REMOVE REFERENCES TO THE PRELIMINARY PLAT PROCESS; PROVIDING FOR A PENALTY IN AN AMOUNT OF \$2,000.00 FOR EACH VIOLATION HEREOF WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; AND PROVIDING FOR SEVERABILITY – *Gerardo Barrera, City Administrator and Loren Smith, City Attorney***
- XVI. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING AMENDMENT NO. 1 TO THE ORIGINAL BUDGET OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, FOR THE FISCAL YEAR 2024; PROVIDING DETAILED LINE ITEM INCREASES OR DECREASES; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT – *Susan Engles, Finance Director***

XVII. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS APPROVING AN AMENDED INTERLOCAL COOPERATION CONTRACT WITH THE DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS FOR PARTICIPATION IN THE FAILURE TO APPEAR (FTA) PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE – *Gerardo Barrera, City Administrator*

XVIII. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A RESOLUTION OF THE CITY OF BUNKER HILL VILLAGE, TEXAS FINDING THAT THE STATEMENT OF INTENT OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TO CHANGE RATES FILING WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL – *Gerardo Barrera, City Administrator*

XIX. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FOLLOWING PAYMENTS THAT EXCEED \$50,000:

- A. Ram Rod Utilities, LLC, Invoice No. 176 in the amount of \$57,225.00 for waterline emergency repair work completed on Mockingbird Lane in December 2023.

XX. CONSENT AGENDA

“ALL MATTERS LISTED UNDER CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION, THERE WILL NOT BE SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.”

- A. Minutes of the January 16, 2024, City Council Meeting.
- B. The Goodman Corporation, Invoice No. 1-2024-7 in the amount of \$1,705.00 for professional services rendered through January 31, 2024, for the Memorial Drive and Gessner Road grant application.
- C. RPS, Invoice No. 1123139 in the amount of \$430.22 for on-call engineering services rendered from November 27, 2023, to December 29, 2023.
- D. RPS, Invoice No. 1123141 in the amount of \$5,201.51 for site development review services completed from November 27, 2023, to December 29, 2023.
- E. RPS, Invoice No. 1123142 in the amount of \$679.24 for on-call Drainage Committee services completed from November 27, 2023, to December 29, 2023.
- F. RPS, Invoice No. 1123144 in the amount of \$24,200.00 for geotechnical investigation work on Knipp Rd., Strey Ln., Taylorcrest Rd., and Bunker Hill Rd., from October 17, 2023, to December 29, 2023.
- G. Shane’s Fence Company, Invoice No. 3835 in the amount of \$4,520.00 for fence repairs (Gessner right-of-way) completed through January 22, 2024.
- H. Underground Construction Solutions, Invoice No. 120223B in the amount of \$2,500.00 for water main repair work on Gessner Rd. completed through December 2, 2023.

XXI. ADJOURN

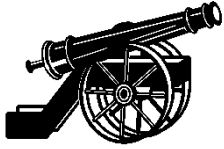
I, Gerardo Barrera, City Administrator/ Acting City Secretary of the City of Bunker Hill Village certify that the above notice of meeting was posted in a place convenient to the general public in compliance with Chapter 551, Texas Government Code, on February 16, 2024, by 12:00 p.m.

(SEAL)



Gerardo Barrera, City Administrator/ Acting City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 713-467-9762 for further information.



AGENDA REQUEST
City of Bunker Hill Village
City Council

Agenda Date:	February 20, 2024
Agenda Item:	IV
Subject:	Introduction of Independent Financial Representatives
Exhibits:	N/A
Funding:	N/A
Presenter(s):	Gerardo Barrera, City Administrator Susan Engels, Finance Director

Executive Summary

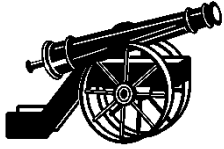
At the November 13, 2023, Finance Audit Committee meeting, the committee directed staff to schedule a meeting with Independent Financial and establish a direct point of contact.

Independent Financial serves as the City’s secondary depository and investment bank that offers fully collateralized services.

Representatives will be available to address any Council comments and questions.

Recommended Action

This item is for feedback and discussion only.



AGENDA REQUEST
City of Bunker Hill Village
City Council

Agenda Date:	February 20, 2024
Agenda Item:	V
Subject:	City Engineer
Exhibits:	Contract
Funding:	N/A
Presenter(s):	Gerardo Barrera, City Administrator

Executive Summary

For over 20 years, civil engineering services have been provided to the City through task-based or on an “on-call” basis. Both approaches have proven to be effective in the delivery of projects and services, but at the same time lacked in efficiency.

In December 2023, the City issued a formal request for qualifications (RFQ) for the services of City Engineer. Staff received statement of qualifications (SOQ) from five qualified firms (Bleyle Engineering, Colliers Engineering and Design, IDS Engineering Group, LAN, and SPI). The evaluation committee evaluated each SOQ based on several criteria, including, but not limited to, the following:

- Technical and relevant experience of key staff
- Experience in successfully performing similar scope of services
- Ability to provide different disciplines of municipal engineering

While all firms demonstrated impressive qualifications, the evaluation committee unanimously selected IDS Engineering Group as the firm that best meets the criteria to serve as City Engineer. Established in 1970 and 100% employee-owned, IDS has in-depth knowledge and experience in civil engineering services for municipalities including, but not limited to, land development, water/wastewater, construction services, in-house surveying, and GIS. IDS understands the dynamics of the Memorial Villages and is eager to be a professional partner to the City.

The contract is proposed to be an Evergreen Contract with annual renewals until either party terminates the agreement. The goal is to establish a long-term partnership with IDS. Funding for this contract will be appropriated through Capital Improvements Projects, as well as annual budget appropriations in the general and utility funds.

IDS President and the City’s selected representative Tim Buscha will be available at the meeting to address any of Council’s comments and questions.

Recommended Action

Staff recommends that City Council approve a contract for IDS Engineering Group to serve as the City’s Engineer.



February 7, 2024

Mr. Gerardo Barrera, MBA, CPM
City of Bunker Hill Village
11977 Memorial Drive
Houston, TX 77024

Reference: Proposal for City Engineer Services for the City of Bunker Hill Village

Dear Mr. Barrera:

IDS Engineering Group (IDS) is pleased to present our proposal to perform professional services in the role as the City Engineer for the City of Bunker Hill Village on an annual basis. The anticipated tasks to be engaged and/or performed are shown below, however may not be inclusive of all activities to be performed at the direction of the City.

1. Assist the City in implementation of a maintenance program for existing storm infrastructure including televising and cleaning of storm sewer system and desilt of ditches.
2. Assist the City in preparing a Capital Improvement Program (CIP) for existing City infrastructure (water, sanitary, storm and roadway).
3. Provide engineering services to City to facilitate planning and review of engineering plans.
4. Facilitate Community Outreach as it relates to infrastructure projects.
5. Provide feedback to property owners on questions related to public infrastructure.
6. Evaluate the feasibility of projects and provide conceptual/preliminary design services.
7. Develop relationships with other engineering firms engaged by the City and participate in related meetings as requested. As directed act as an extension of staff to directly manage services provided by other engineering or professional service firms.
8. Assist with the development of infrastructure related policies, procedures and related ordinance development or revisions.
9. Provide Advocacy services to ensure that City of Bunker Hill is up to speed on impacts to City infrastructure from projects or related activities by others in the Houston Metro Area. As directed IDS will attend outside agency meetings such as TxDOT, TWDB, GLO, HGAC, METRO, FEMA, Harris County, HCFCD, other cities, etc.
10. Be proactive in recommending financing mechanisms to fund projects and provide related grant administration, where available.
11. Attend meetings as requested by the City. Meetings may include construction meetings, city council meetings, staff meetings, town hall, field meetings and/or citizen meetings.

12. Prepare and manage the Request for Proposals/Bid Process for CIP and special projects.
13. Perform on-call survey services as requested including easement preparation, confirmation of right-of-way, topographic survey to support infrastructure projects, etc.
14. Provide monthly status reports with monthly invoices.
15. Other services as requested by the City.

COMPENSATION

Our services are anticipated to be performed throughout the given fiscal year with anticipated annual renewals based upon the City's budget and approval by City Council. Execution of a **WORK ORDER** (Attachment C) will formalize each annual renewal of services. The annual work order will be based upon the budget developed with City staff in the annual budget cycle. Assignments that are specifically project related will have a separate level of effort and proposal prepared.

All services will be provided based on the hourly rates submitted with the annual WORK ORDER. The rates for the 2024 Work Order are provided as Attachment B. All efforts expended will be based upon direction from the City of Bunker Hill Village. The Terms and Condition for performance of services is provided as Attachment A.

Reimbursable expenses include, but are not limited to, reproduction, deliveries, agency review fees, and application fees.

These services will be invoiced monthly based on progress reported by us, subject to your verification. Payment of our invoices is due in our office within thirty (30) days of the invoice date.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please countersign this proposal below to indicate agreement with its terms. Should you have any questions, please do not hesitate to contact either of us.

Respectfully submitted,



Carol D. Harrison, P.E., PMP, ENV SP
Director of Public Works



Timothy E. Buscha, P.E., CFM
President

Attachments

Mr. Gerardo Barrera
City of Bunker Hill Village
February 7, 2024
Page 3

Accepted By:

By: _____

Name: Susan B. Schwartz

Title: Mayor Pro Tem

Date: February 20, 2024

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2024.docx

IDS Engineering Group
Attachment "A" – Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing this Agreement shall be construed as express authorization by CLIENT for IDS to proceed with the work, unless otherwise provided for in the Agreement.

2. USE OF DOCUMENTS

All documents produced by IDS under this Agreement shall be considered "Instruments of Service" for which IDS retains the copyright. Notwithstanding the foregoing, IDS grants to CLIENT a nonexclusive license to reproduce such Instruments of Service for the completion of the Project, provided that CLIENT complies with all obligations, including prompt payment of all sums when due, under this Agreement. Should CLIENT use any documents in circumstances in which IDS is no longer involved in the Project, the CLIENT shall defend and indemnify IDS on account of any such use and any claims made arising out of any modifications or changes to any such documents.

Unless specifically provided for in the Agreement, files in electronic media will not be transmitted. Files in electronic media format of text, data, graphics, or other types, if any, will be furnished by IDS only for convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3. STANDARD OF CARE

IDS shall use the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Where construction phase services are included, it is understood that the proposed services specifically exclude any review of the Contractor's means and methods of construction and safety procedures. The means, methods and safety procedures will remain the sole responsibility of the Contractor and IDS shall have no liability or obligation with respect thereto.

4. COST ESTIMATES

Any cost estimates provided by IDS will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, IDS cannot and does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

5. PAYMENT TO IDS

Monthly invoices will be issued by IDS for all work performed under the terms of this Agreement. Invoices are due and payable in full on receipt. Interest at the rate of 1.5% per month will be charged on all past-due amounts (45 days after invoice date), unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. No retainage will be withheld from payment.

6. DIRECT EXPENSES

Certain expenses incurred by IDS in performing this assignment will be billed to the CLIENT at direct cost. These include regulatory fees, reproduction costs, travel expenses when traveling outside IDS's local office and adjacent counties, including meals, lodging, use of automobile at the current IRS approved rate and airline fares. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by IDS.

OUTSIDE SERVICES

7. When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for IDS's administrative costs, as provided for in this Agreement.

8. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by IDS if authorized by CLIENT. Additional services will be paid by CLIENT as provided for in this Agreement.

9. SALES TAX

In accordance with the State Sales Tax Codes, certain professional and surveying services are taxable. Applicable sales tax is not included in the proposed fee. Sales tax at the applicable rate will be indicated on invoice statements and shall become part of the amount due and payable pursuant to the Agreement.

10. SUSPENSION/TERMINATION

When invoices are delinquent for more than forty-five (45) days, CLIENT will be considered in breach of this Agreement and all services may be suspended. IDS shall not be responsible for delays in the Project caused by such suspension.

Either CLIENT or IDS may terminate this Agreement by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay IDS in full for all work previously authorized and performed prior to effective date of termination or receipt of such notice, whichever is later. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

11. LIMITATION OF LIABILITY

IDS'S LIABILITY TO THE CLIENT FOR ANY CAUSE OR COMBINATION OF CAUSES IS IN THE AGGREGATE, LIMITED TO AN AMOUNT NO GREATER THAN THE FEES EARNED UNDER THIS AGREEMENT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER COMPANY, NOR THE CONSULTANT, NOR THEIR SUB CONSULTANTS, IF ANY, NOR THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (EXTRAORDINARY DAMAGES), WHETHER OR NOT FORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER LIABILITY IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER BASIS OF LIABILITY.

12. MEDIATION

All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof may be decided by mediation. Either CLIENT or IDS may initiate a request for such mediation, but consent of the other party to such procedure shall be mandatory. No mediation arising out of, or relating to this Agreement may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Agreement.

13. LITIGATION

This Agreement shall be construed under and in accordance with the internal law, and not the law of conflicts, of the State of Texas. In the event legal action is brought by CLIENT or IDS against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, revised July 1999, CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263.

15. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall be held illegal or invalid, the enforceability of the remaining provisions contained herein shall not be impaired thereby and the provision which is determined to be illegal or invalid shall be replaced by a legal and valid provision which reflects the expressed intent of the parties to the maximum extent allowed by applicable law.

ATTACHMENT B
IDS ENGINEERING GROUP
ENGINEERING AND SURVEYING SERVICES ON TIME AND MATERIALS BASIS
City of Bunker Hill Village

For and in consideration of the services to be rendered by the Engineer, the City, as applicable, shall pay, and the Engineer shall receive the compensation on a time and materials basis hereinafter set forth. Engineer will invoice the City for services performed on a monthly basis.

Services performed on a time and materials basis would be based on the actual hourly billing rates for members of our staff. The following is a list of typical hourly billing rates for various staff categories:

ENGINEERING SERVICES TYPICAL BILLING RATE SCHEDULE

<u>Staff Category</u>	<u>Typical Hourly Billing Rate</u>
Principal	\$286.00
Senior Project Manager	\$242.00
Project Manager	\$195.00
Design Manager	\$200.00
Project Engineer	\$160.00
Design Engineer	\$140.00
Senior Designer	\$170.00
GIS Technician	\$130.00
CADD Technician	\$120.00
Construction Manager	\$160.00
Construction Observer	\$157.00
Administrative	\$118.00

In addition, certain expenses incurred by us in performing this assignment will be billed to the City at direct cost plus ten percent (10%). These include long distance telephone calls, reproduction costs, travel expenses including meals, lodging, use of automobile at current IRS rate per mile and airline fares. Subcontracted services will be billed to you at our direct cost.

SURVEYING SERVICES BILLING RATE SCHEDULE

<u>Staff Category</u>	<u>Hourly Billing Rate</u>
Survey Director (RPLS)	\$270.00
Survey Manager (RPLS)	\$205.00
Registered Surveyor (RPLS):	\$165.00
Survey Coordinator	\$140.00
Survey Technician	\$100.00
Administrative	\$118.00
Survey Crew	\$245.00

Survey Crew rates are inclusive of all normal material, equipment, and vehicle costs, and we bill "portal to portal". Overtime rates, when required and approved by the City, would be invoiced at 1.50 times the listed rates. Expenses for hourly per diems, hotel expenses, substantial or special materials and/or services or expenses required for specific projects, (e.g. delivery charges, reproduction costs, special property identification markers, specialized vehicle and equipment rentals, subcontracted labor and equipment for clearing, charges by public and private utilities for pipeline probing, subcontracted services by abstracting and/or title companies) will be billed at cost. Certain Surveying Services are subject to State and Local Sales Taxes which will be included on the invoice, in addition to billing rates and service charges.

Surveying services provided by IDS Engineering Group will comply with the rules and regulations of the Texas Board of Professional Engineers and Land Surveyors. Any complaints, not satisfied by this firm, should be directed to: Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741.

ATTACHMENT C

Form of Work Order

WORK ORDER NO. 001 (2024 Fiscal Year)

This Work Order No. 001 (this "Work Order") is issued subject to and is governed by that certain professional services letter proposal between the City of Bunker Hill Village and IDS Engineering Group dated:

Work Order Date: _____

Consultant: IDS Engineering Group —

Type of Compensation: Cost Plus, Time & Materials, Firm Fixed Price, Lump Sum (Circle and set forth price if Firm Fixed Price or Lump Sum)

Compensation: \$ _____

Description of Services: Scope of Services as described in letter proposal dated February 7, 2024

Service Period: _____

Client:

CITY OF BUNKER HILL VILLAGE

Consultant:

IDS ENGINEERING GROUP

By: _____

Susan B. Schwartz
Mayor Pro Tem

Printed Name and Title

February 20, 2024

Date

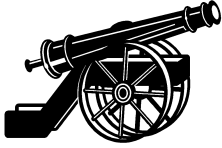
By: 

Timothy E. Buscha, P.E.
President

Printed Name and Title

2-8-2024

Date



AGENDA REQUEST
City of Bunker Hill Village
City Council

Agenda Date:	February 20, 2024
Agenda Item:	VI
Subject:	Specific Use Permit (SUP) for Memorial Drive Presbyterian Church (MDPC)
Exhibits:	Ordinance No. 24-619
Funding:	N/A
Presenter(s):	Gerardo Barrera, City Administrator

Executive Summary

Memorial Drive Presbyterian Church (MDPC), located at 11612 Memorial Drive, operates under a specific use permit (SUP). The SUP outlines a detailed site plan and specific conditions on MDPC property.

At the April 2023 Planning and Zoning Commission Meeting, MDPC presented an application for an amendment to the SUP for Commission review, discussion, and direction for the following:

1. Replacement of existing signs (3 total)
2. New pickleball courts (2 total) with covered structure and site amenities

The Commission discussed the items and provided direction including separating the two requests. In discussions with the Commission and staff, MDPC representatives expressed that the pickleball courts are the highest priority and will pursue replacing the existing signage at a later time.

As a result, the application and proposed ordinance reflect the pickleball courts and site amenities.

A public hearing on the proposed pickleball courts was held at the June 2023 Planning and Zoning Commission (P&Z) meeting. MDPC made a presentation that illustrated the proposed location of the courts and pavilion that were to be constructed over the existing asphalt parking lot. During the hearing, several residents spoke against the court placement citing disruption of noise, lighting, and hours of operation. No action was taken. The applicants were instructed to complete a formal sound study prior to any final decision from P&Z.

At the November 2023 meeting, P&Z held a second public hearing on the proposed pickleball courts. MDPC presented the results of a formal sound study, as well as a new proposed site that moved the courts to a more centralized location further away from the residential area (away from Bylane Dr. residents). The new location also included an updated lighting study and new rendering drawings of the new location.

The Planning and Zoning Commission voted 6 – 1 to recommend approval of amending the SUP for MDPC to install new pickleball courts with a covered structure and site amenities as presented.

This item was presented at the January 2024 City Council meeting for Council discussion and review. Staff recommended the application be presented at the February 2024 meeting for a formal public hearing and possible action.

SUP & Amendment Process

The purpose of the SUP process and regulations is to allow the proper integration of uses which may be suitable in specific locations within the City. Any future requests by the applicant must meet the existing SUP or an amendment is required.

As stated in the Code of Ordinances, before any specific use is permitted in the applicable zoning district, a report from the Planning and Zoning Commission must be directed to the City Council accompanied by the Commission's recommendation for approval or denial. The report shall include, but need not be limited to, the following:

- A. *Ingress and egress*: Ingress and egress to the property and proposed structures thereon, with particular reference to automobile and pedestrian safety and convenience, traffic flow and control, and access in the event of fire or other catastrophe.
- B. *Off-street parking*: Off-street parking and loading areas where required, with particular attention to the items set forth in subsection A of this section, and the economic, noise, glare, and other effects of the specific use on adjoining properties and other properties generally in the district and city.
- C. *Service area*: Refuse and service areas, with particular reference to the items set forth in subsections A and B of this section.
- D. *Utilities*: Utilities include water and wastewater with reference to location, availability, and compatibility.
- E. *Drainage*: Drainage plans proposed to meet requirements of the city's drainage ordinance and criteria manual.
- F. *Screening and buffering*: Screening and buffering, either or both, with reference to type, dimensions, and character.
- G. *Signs and lighting*: Sign location and size, proposed exterior lighting with reference to glare and traffic safety and compatibility and harmony with adjacent property and other properties generally in the district and city.
- H. *Trees, yards and open spaces*: Landscaping and required yards, open spaces, and building setback lines.
- I. *Compatibility*: General compatibility with adjacent properties and other properties in the district and city.

- J. *Conformity*: The conformity of the proposed use with the requirements and intent of this ordinance and the comprehensive plan of the city.

The SUP process examines individual sites on a case-by-case basis to determine if the proposal would negatively impact adjacent properties and the City as a whole.

The SUP process provides for conditions to be included to ensure specific concerns are addressed for the various factors.

Amendment Application

Per conditions of the SUP, the City's current Ordinances for construction would apply, including setbacks, height restrictions, drainage requirements, etc.

The site plan provided by MDPC details the courts, fencing, pavilion, and lighting. Proposed specific provisions include the following:

- A. Hours of Operation. The hours of operation of the pickleball courts, pavilion and related area shall be 9:00 a.m. to 9:00 p.m. and may operate 7 days a week throughout the year.

The security gates shall be locked when the courts and pavilion are not in use.

- B. Lighting. All lighting shall comply with the lighting study. The pickleball courts and trellis shade structure shall be illuminated only from dusk until 9:00 p.m.

- C. Amplified Sound. Amplified sound at the pickleball courts and pavilion is hereby prohibited.

Recommended Action

Staff recommends that City Council hold a public hearing with possible action to approve Ordinance No. 24-619 to amend the SUP for MDPC to install new pickleball courts and site amenities as recommended by the Planning and Zoning Commission.

ORDINANCE NO. 24-619

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, AMENDING APPENDIX “A” OF THE CODE OF ORDINANCES OF THE CITY, SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF SAID CITY, BY GRANTING A SPECIFIC USE PERMIT FOR CONSTRUCTION AND USE OF PICKLE BALL COURTS, A TRELIS SHADE STRUCTURE, FENCING AND ASSOCIATED LIGHTING ON THE PREMISES OF MEMORIAL DRIVE PRESBYTERIAN CHURCH, AND OTHER INCIDENTAL IMPROVEMENTS; PROVIDING FOR REPEAL; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, Section 8.02 of Appendix “A” of the Code of Ordinances of the City of Bunker Hill Village, Texas, Appendix “A” being the comprehensive zoning ordinance of the City, permits the construction and use of buildings and structures for churches and other places of religious worship only pursuant to a specific use permit granted in accordance with Article VIII of said Appendix “A”; and

WHEREAS, Memorial Drive Presbyterian Church has applied for a specific use permit for the construction and use of pickle ball courts, a trellis shade structure, and lighting on its premises located at 11612 Memorial Drive within the City, in accordance with the plan attached hereto as Exhibits “A” through “F” and made a part hereof; and

WHEREAS, the Zoning Commission of the City, after notice and hearing as required by law, has recommended that the City Council grant the specific use permit subject to the terms and conditions contained in the final report of the Commission; and

WHEREAS, the City Council, following notice and hearing as required by law, concurs with the recommendation of the Zoning Commission that such specific use permit should be granted; now, therefore:

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

Section 1. A specific use permit authorizing construction and use of pickle ball courts, a trellis shade structure, related lighting, fencing and incidental improvements, to be located on the premises of Memorial Drive Presbyterian Church, 11612 Memorial Drive, Bunker Hill Village, Texas, is hereby granted in accordance with the plans attached hereto as Exhibits “A” through “F” and in accordance with and subject to the special terms and conditions set forth in Section 2 of this Ordinance. Exhibits “A” through “F” are hereby made a part of this Ordinance for all purposes.

Section 2. The granting of the Specific Use Permit as set forth in Section 1 above is subject to the following additional terms and conditions:

A. **Hours of Operation.** The hours of operation of the pickle ball courts, trellis shade structure and related area shall be 9:00 a.m. to 9:00 p.m. The security gates demonstrated on Exhibit “E” shall be locked when the courts and pavilion are not in use.

B. **Lighting.** All lighting shall comply with the lighting study and light fixture specifications attached hereto in Exhibits “G” through “I”. The pickle ball courts and trellis shade structure shall be illuminated only from dusk until 9:00 p.m.

C. **Amplified Sound.** Amplified sound at the pickle ball courts and trellis shade structure is hereby prohibited.

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

Section 4. **Penalty.** Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 5. **Severability.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bunker Hill Village, Texas, declares that it would have passed each and

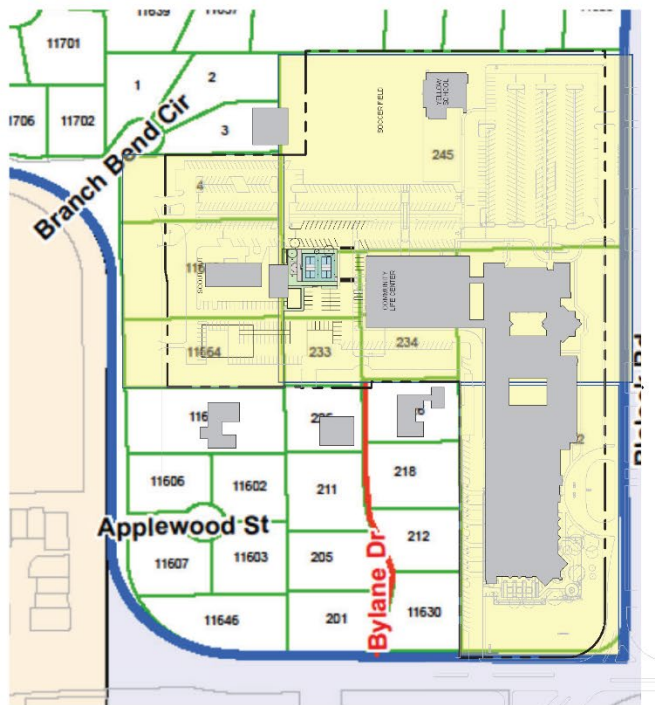
every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND ORDAINED this 20th day of February, 2024.

Susan B. Schwartz, Mayor Pro-Tem

ATTEST:

Gerardo Barrera, City Administrator/ Acting City Secretary



BUNKER HILL OVERLAY
N.T.S.

EXHIBIT A

ANALYSIS OF ALTERNATIVE LOCATIONS

- ALTERNATIVE 1: TOO CLOSE TO NORTH PROPERTY LINE
- ALTERNATIVE 2: BLOCKS TRAFFIC
- ALTERNATIVE 3: REQUIRES ADDITIONAL DETENTION AND DISRUPS SPORTS FIELD

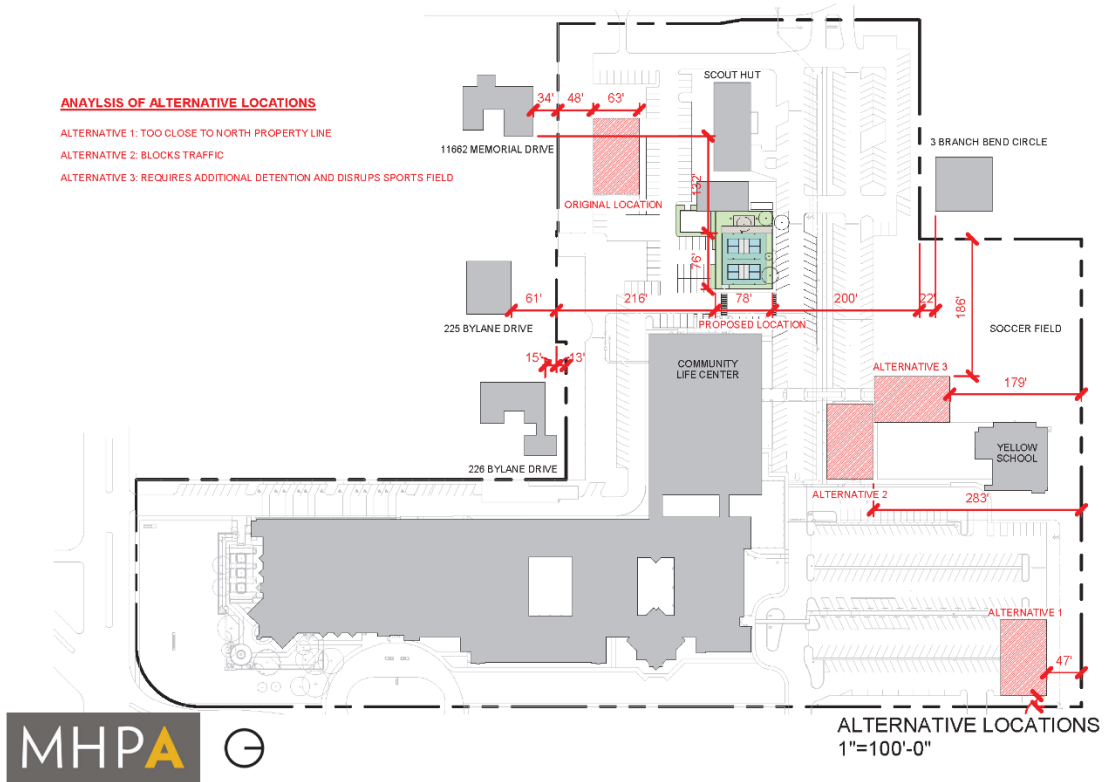
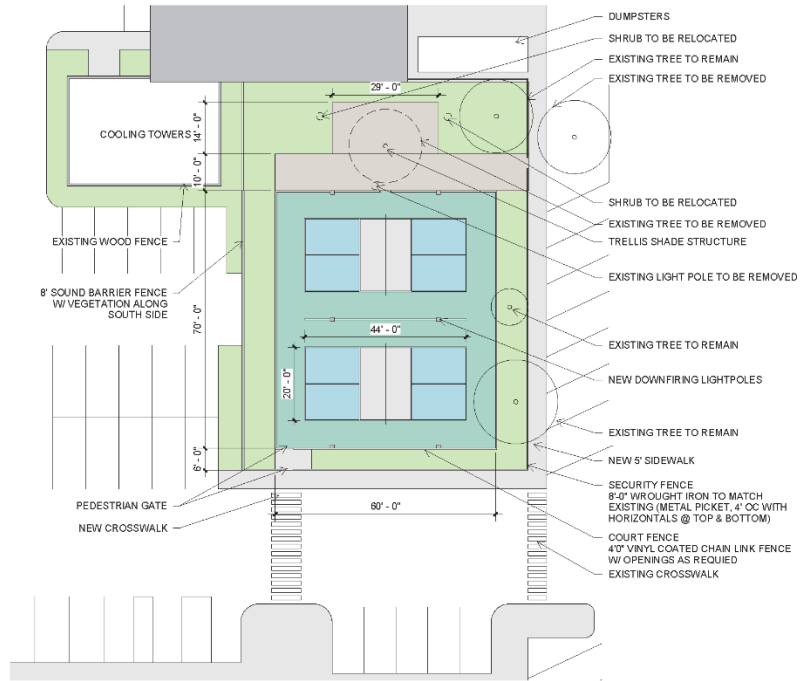


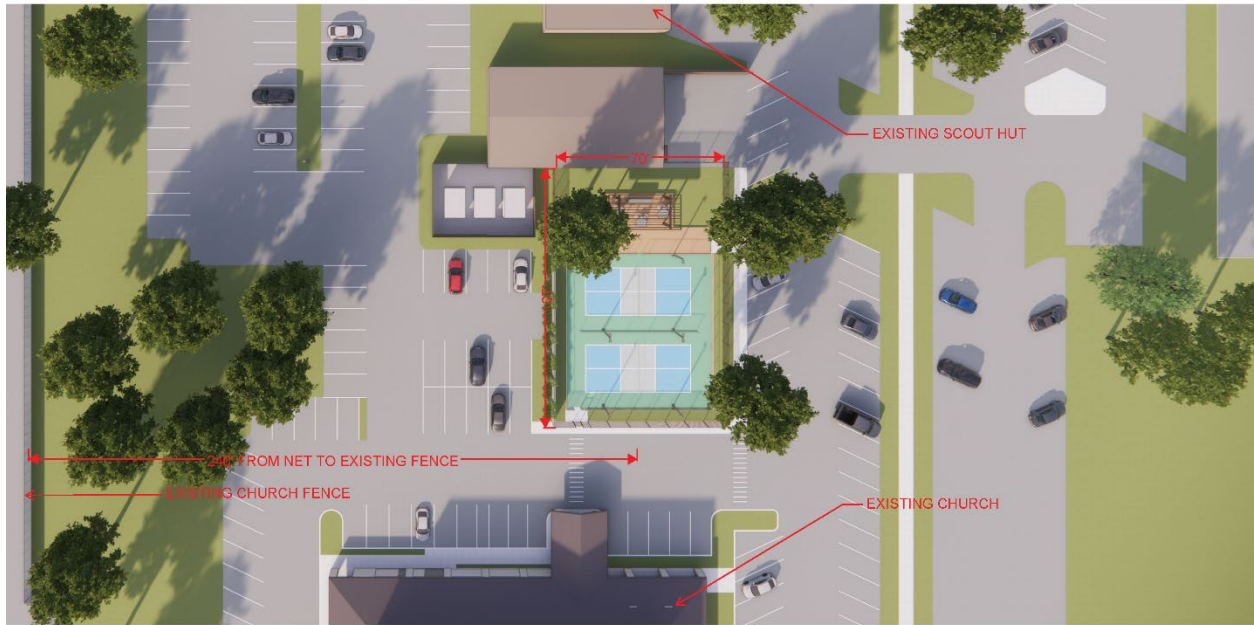
EXHIBIT B



ALTERNATIVE LOCATIONS
1"=20'-0"



EXHIBIT C



NOTE: HOURS OF OPERATION 9:00AM TO 9:00PM
LIGHTING FROM DUSK TO 9:00PM AND SECURITY GATES WILL BE LOCKED



ENLARGED SITE PLAN

EXHIBIT D



PROPOSED LOCATION
RENDERING

EXHIBIT E



PROPOSED LOCATION
RENDERING

EXHIBIT F

Project #	Category #	Type
Prepared by	Name	Date



McGraw-Edison
GPC Galleon Pedestrian Companion
 Area / Site Luminaire
 Product Features

Interactive Menu

- Ordering Information [app 1](#)
- Product Specifications [app 1](#)
- Optical Configurations [app 1](#)
- Energy and Performance Data [app 1](#)
- Control Options [app 1](#)

Product Certifications

Quick Facts

- Choice of sixteen high-efficiency, patented AccuLED Optics
- Quick mount pole or mast arm mounting configurations
- Eight luminaire packages from 3,215 up to 17,050 lumens
- IP66 rated housing and LED light squares

Dimensional Details



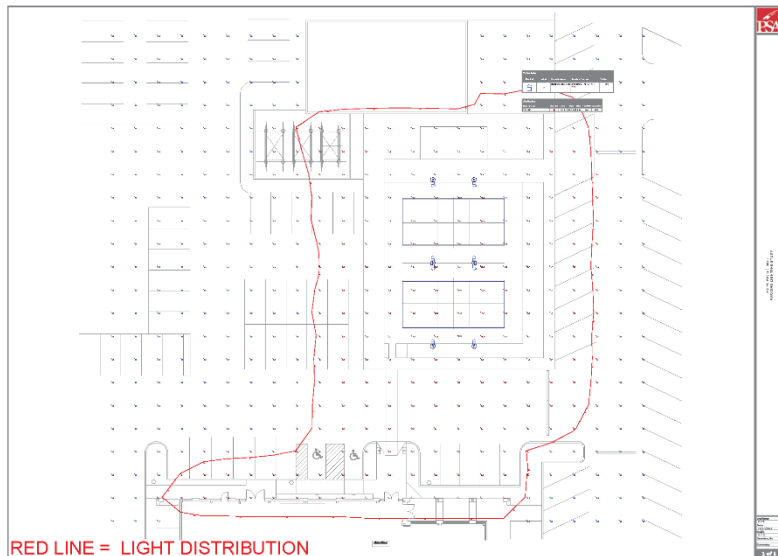
EPB

Effective Projected Area (EA) (ft ²)	
Quick Mount 4-11	0.79
Mast Arm	0.80

Weight

Approximate Net Weight	27 lbs (12.7 kg)
------------------------	------------------

COOPER



LIGHT FIXTURE DISTRIBUTION
 N.T.S.

EXHIBIT G

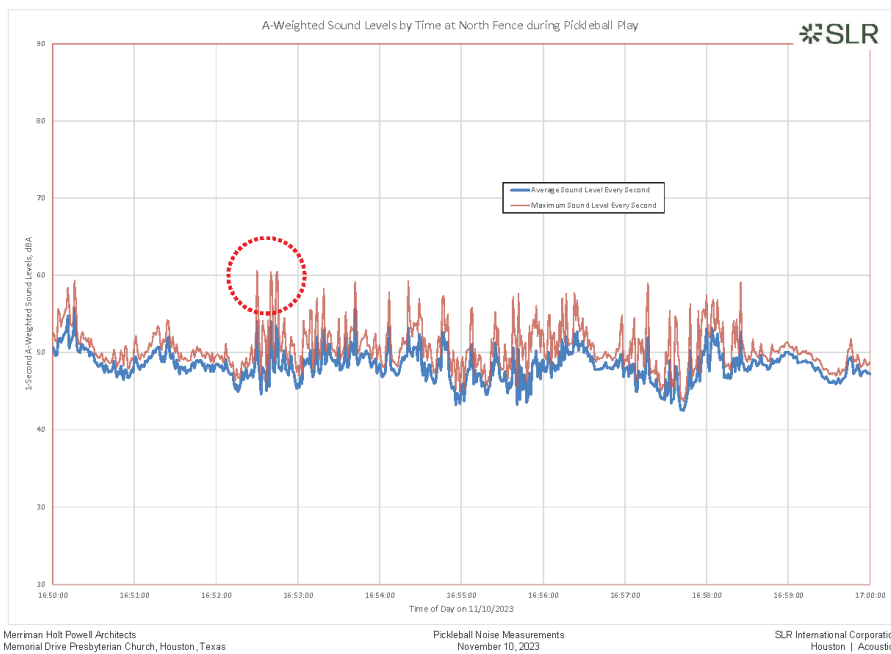


EXHIBIT H

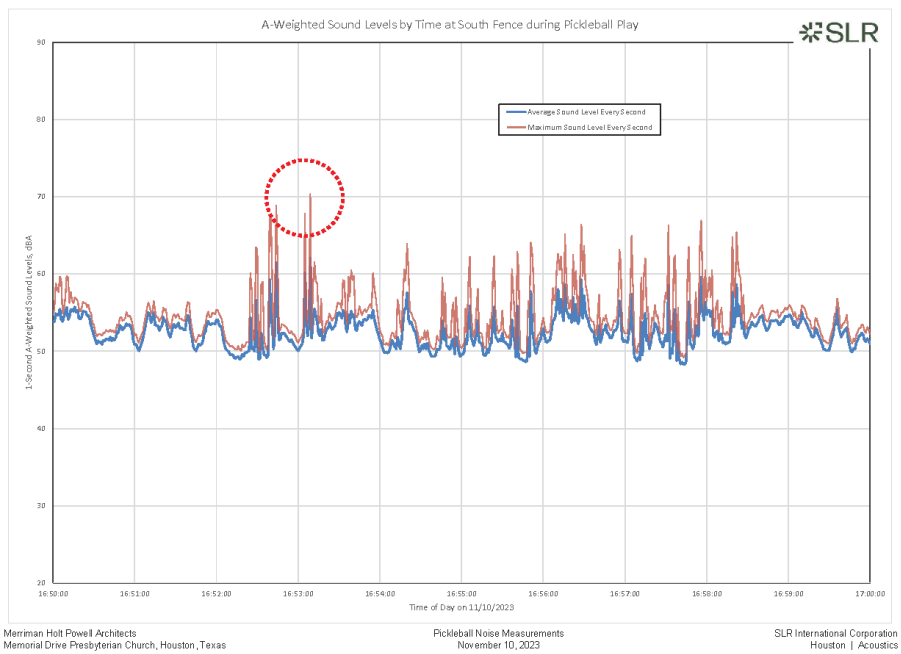
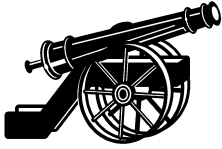


EXHIBIT I



AGENDA REQUEST
City of Bunker Hill Village
City Council

Agenda Date:	February 20, 2024
Agenda Item:	VII
Subject:	Utility Equipment Screening
Exhibits:	Ordinance No. 24-620
Funding:	N/A
Presenter(s):	Gerardo Barrera, City Administrator

Executive Summary

At the September 2023 Planning and Zoning Commission meeting, staff recommended a screening requirement for all ground utility equipment, similar to the existing screening requirement for generators. The Commission discussed the following:

- Replace “ground equipment” language with “utility equipment”
- Set a defined requirement for addition or remodel projects
- An electrical panel that is moved less than three feet from current location does not have to be screened

Staff and the City Attorney have drafted the proposed ordinance that reflects the direction of the Commission. At the November 2023 Planning and Zoning Commission meeting, the Commission held a public hearing and voted 7-0 to recommend approval of amending the City’s Zoning Ordinance.

The proposed ordinance will amend the City’s Zoning Ordinance; therefore, a public hearing is required to be held for formal Council consideration and action.

Recommended Action

Staff recommends that City Council hold a public hearing with possible action to approve Ordinance No. 24-620 to amend the City’s Zoning Ordinance as recommended by the Planning and Zoning Commission.

ORDINANCE NO. 24-620

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS AMENDING APPENDIX “A” OF ITS CODE OF ORDINANCES, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, TO ADD A NEW SECTION 7.17, SCREENING OF UTILITY EQUIPMENT, OF ARTICLE VII, SUPPLEMENTARY DISTRICT REGULATIONS, TO ADD REGULATIONS REQUIRING SCREENING OF ALL UTILITY EQUIPMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION

* * * * *

WHEREAS, the City Council of the City of Bunker Hill Village, Texas desires to require the screening of all utility equipment as set forth in this Ordinance; and

WHEREAS, the City Council of the City finds that the regulations contained herein are in the best interest of the health, safety and welfare of the public; and

WHEREAS, the Zoning Commission of the City, following notice and hearing as required by law, has recommended that the City Council adopt the amendments to the zoning regulations contained herein as shown in the final report of said Commission; and

WHEREAS, the City Council, following notice and hearing as required by law, concurs with the recommendation of the Zoning Commission that such amendments be approved; now, therefore:

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

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

Section 2. Appendix “A” of the City’s Code of Ordinances, the same being its zoning regulations is hereby amended by adding a new Section 7.17, Screening of Utility Equipment, to Article VII, Supplementary District Regulations, to read as follows:

“Section 7.17 – Screening of Ground Equipment.

“All utility equipment including, but not limited, to HVAC equipment, generators, pool equipment, and equipment related to the installation or operation of solar panels, shall not be located in the required front yard of the lot and shall be screened so as to not be visible from any private or public street. If replacing the electrical panel, the electrical panel is not required to comply with this section unless the electrical panel is being moved more than three feet (3’).”

Section 3. Any person, corporation, or entity who or which shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day in which any violation shall occur, or each occurrence of any violation, shall constitute a separate offense.

Section 4. 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 ORDAINED, this the 20th day of February, 2024.

Susan B. Schwartz, Mayor Pro-Tem

ATTEST:

Gerardo Barrera, City Administrator/ Acting City Secretary



AGENDA REQUEST
City of Bunker Hill Village
City Council

Agenda Date: February 20, 2024

Agenda Item: VIII

Subject: Memorial Villages Police Department Report

Exhibits: Chief's Monthly Report – January 2024
Fire Department Assists
2024 Burglary Map
2024 Auto Burglary Map
ALPR Map
ALPR Recoveries Map & List
ALPR Hits/Reads by Camera & Graphs
2024 Total Incidents to Date
Officer Committed Time Report to Date

2023 Profiling Report

2024-2025 Insurance Renewal Presentation

Funding: N/A

Presenter(s): Chief Schultz

Executive Summary

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

- A. Update on activities
- B. E-Bike regulations
- C. Employee insurance coverage

Annual Employee Benefits Contract

All full-time City employees are eligible for employee insurance benefits. Insurance coverage has been provided through the Memorial Villages Police Department and includes health, dental, vision, life, and disability insurance. The City of Piney Point Village also participates in this group.

In collaboration with MVPD and Alliant (consultant), the annual process for health, vision, and dental will be from April 1, 2024 through March 31, 2025. Proposals were due and opened on January 16, 2023. Only one bid was received from Blue Cross Blue Shield of Texas (BCBS). Aetna, Cigna, Memorial Herman, IEBP/TML, and Trustmark Insurance Company declined to

quote due to uncompetitive rates. United Health Care provided an initial quote at 52.6% above current rates, but declined to quote due to on-going large claim pending.

Health Insurance

The initial renewal proposal received from BCBS came in at 19.3% over the current rate. As part of the FY 2024 Budget, MVPD, Piney Point Village and Bunker Hill Village budgeted an estimated 15% increase for health benefits. After numerous negotiations with BCBS, Alliant was able to lower the renewal to a manageable 11.6% increase over current rates. This renewal reduction is contingent on MVPD renewing the Dental with BCBS for the 2024-2025 plan year.

Last year’s increase included a 4.9% increase to annual deductibles with an increase to the HSA contributions for employees to offset the increase in deductibles.

Dental

BCBS released a one-year rate pass for 2024-2025 Dental Renewal. As previously noted, the medical renewal is contingent on renewing the Dental plan.

Life/Disability Ancillary Insurance

Standard for the ancillary benefits – multi-year contract continues into 2024-2025.

Contributions to the HSA

Contributions to the HSA are proposed to help offset the increase in the annual deductible:

- Employee Only - \$2,350.00 – no change
- Employee Plus Dependent(s) - \$3,700.00 – no change
- Wellness remains at \$1,500.00

Staff recommends approval to continue employee insurance coverage with the Memorial Villages Police Department contracting with Blue Cross Blue Shield serving as the insurance carrier for health and dental insurance.

Recommended Action

Staff recommends City Council take the following actions:

- A. Receive the January 2024 Monthly Report.
- B. Receive update and provide feedback regarding a proposed ordinance to regulate e-bikes.
- C. Approve employee insurance coverage for the period of April 1, 2024, through March 31, 2025.



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

Raymond Schultz
Chief of Police

February 12, 2024

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: January 2024 Monthly Report

During the month of January, MVPD responded/handled a total of 4,171 calls/incidents. 2,668 House Watch checks were conducted. 665 traffic stops were initiated with 672 citations being issued for 1119 violations. (Note: 17 Assists in Hedwig, 141 in Houston, 12 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	1543/1543	1139/1139	3	107/300/407	10@3:51
Piney Point:	1014/1014	626/626	6	117/243/360	7@5:07
Hunters Creek:	1391/1391	902/902	4	113/239/352	16@4:09
				Cites/Warn/Total	33@4:12

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	154	Ord. Violations:	16	Speeding:	139
Animal Calls:	21	Information:	15	Exp. Registration	270
ALPR Hits:	21	Suspicious Situations	97	No Ins	141
Assist Fire:	59	Loud Party	10	No License	119
Assist EMS:	44	Welfare Checks:	16	Stop Sign	15
Accidents:	13			Fake Plate	12

*This month the department generated a total of 72 police reports.
 BH-25, PP-19, HC-26, HOU-1, HED-1, SV-0*

Crimes Against of Persons (1)

Terroristic Threat 1

Crimes Against Property (15)

Burglary of a Vehicle	5	Fraud/ID	3
Burglary of a Habitation	1	Theft Misdemeanor	6

Petty/Quality of Life Crimes/Events (56)

ALPR Hits (valid)	6	Natural Death	1
Accidents	13	Misc	16
Warrants	8	Towed Vehicles	10
DWI	2		

Arrest Summary: Individuals Arrested (16)

Warrants	8	Felony	5
Class 3 Arrests	1	DWI	2

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	299,908	6,466,610	4.6%
• Operating Expense:	102,888	1,110,490	9.4%
• Total M&O Expenditures:	402,796	7,577,100	5.3%
• Capital Expenses:	0	289,700	0%
• Net Expenses:	402,796	7,866,800	5%

Follow-up on Previous Month Items/Requests from Commission

- Staff completed a video tour of the remodeled MVPD communications center. The video was posted on-line and shared via V-linc.

Personnel Changes/Issues/Updates

- Dispatcher Rebecca Hughes submitted her resignation effective 2/6/24. A part-time dispatcher was offered full-time employment and accepted the position.

Major/Significant Events

- Detectives continued work on a case from 2022 where a family heirloom diamond ring had been stolen by a contractor working at the home. Officers located the ring at a Pawn shop and through investigation were able to gather video evidence of the suspect pawning the stolen ring. The ring was recovered, and the driver arrested. News media picked up on the case and provided extensive coverage on the investigation.
- Detectives worked on a case involving a prolific team of mail thieves who had stole mail from a home on Caroline Trail. Detectives used area video surveillance and ALPR data to identify the suspects who were using a fraudulently obtained rental car. The suspects were arrested at a local hotel. Mail keys and mail, checks and credit cards were recovered.

Status Update on Major Projects

- RFP's were received in reference to the HVAC and Roof, 2024 CIP projects. The bids will be discussed at the February Commission Meeting. A preliminary review of the bids shows the project to be under initial budget projections.
- RFP's were received for the 2024/2025 employee healthcare insurance. A 11.6% increase is expected.
- 2 2023 Dodge Charger vehicles were received and placed into service. 2 vehicles were removed and will be scheduled for auction. The third Charger is expected the week of February 5th, 2024.
- Staff met with Mayor Whitmire and HPD executives. MVPD staff will be participating in a citywide initiative of investigation information sharing and traffic enforcement activities.

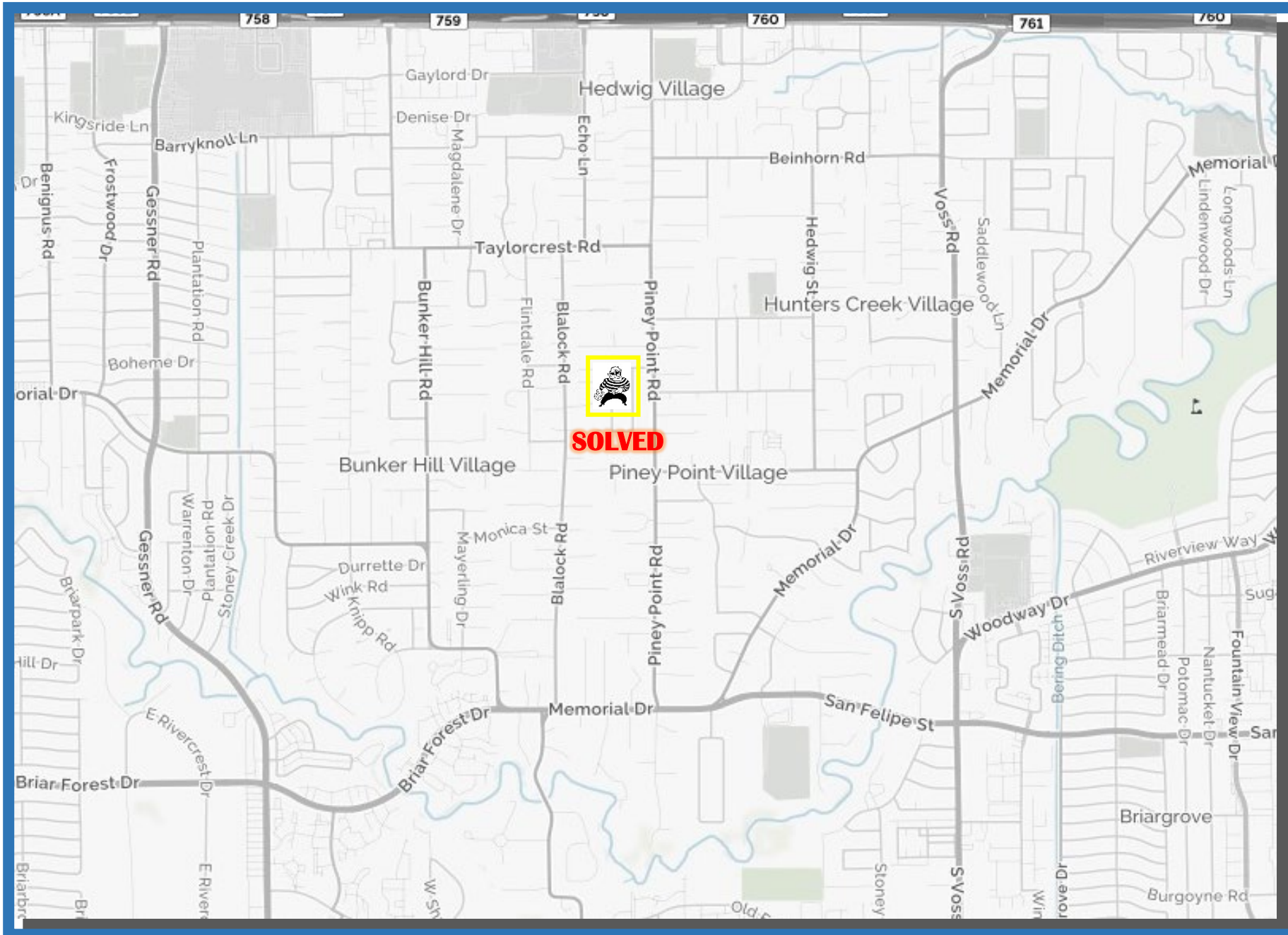
Community Projects

- Department personnel hosted an evening RAD class at Chapelwood UMC. 10 participants attended.
- Community liaison officers attended the Bunker Hill Elementary Family Fitness Night.

V-LINC new registrations in January +22

BH – 1641(+6)
PP – 1155 (+6)

HC – 1645 (+6)
Out of Area – 6051 (+4)



2024 Burglary Map

Address	Alarm	POE
467 Jan Kelly	No	Open Garage

2024 Robberies

Address	MO
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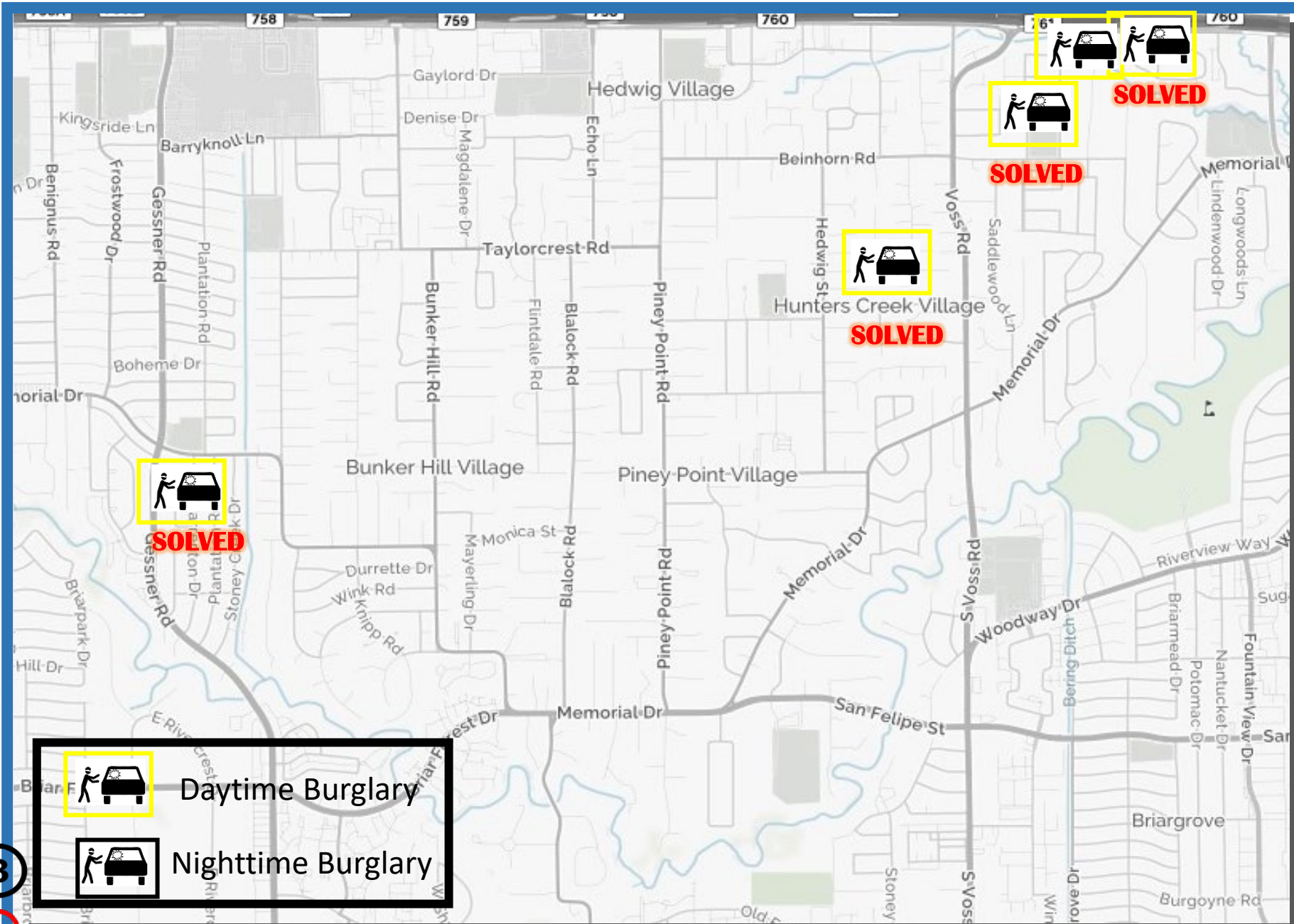
 Daytime Burglary

 Nighttime Burglary

 Robbery



2024 Auto Burglary Map



Address	POE
8333 Katy Fwy	Win
8525 Katy Fwy	UNL*
10614 Gawain	Win
10611 Twelve Oaks	UNL
11615 Starwood	

Lock/Win Punch







* Jugging

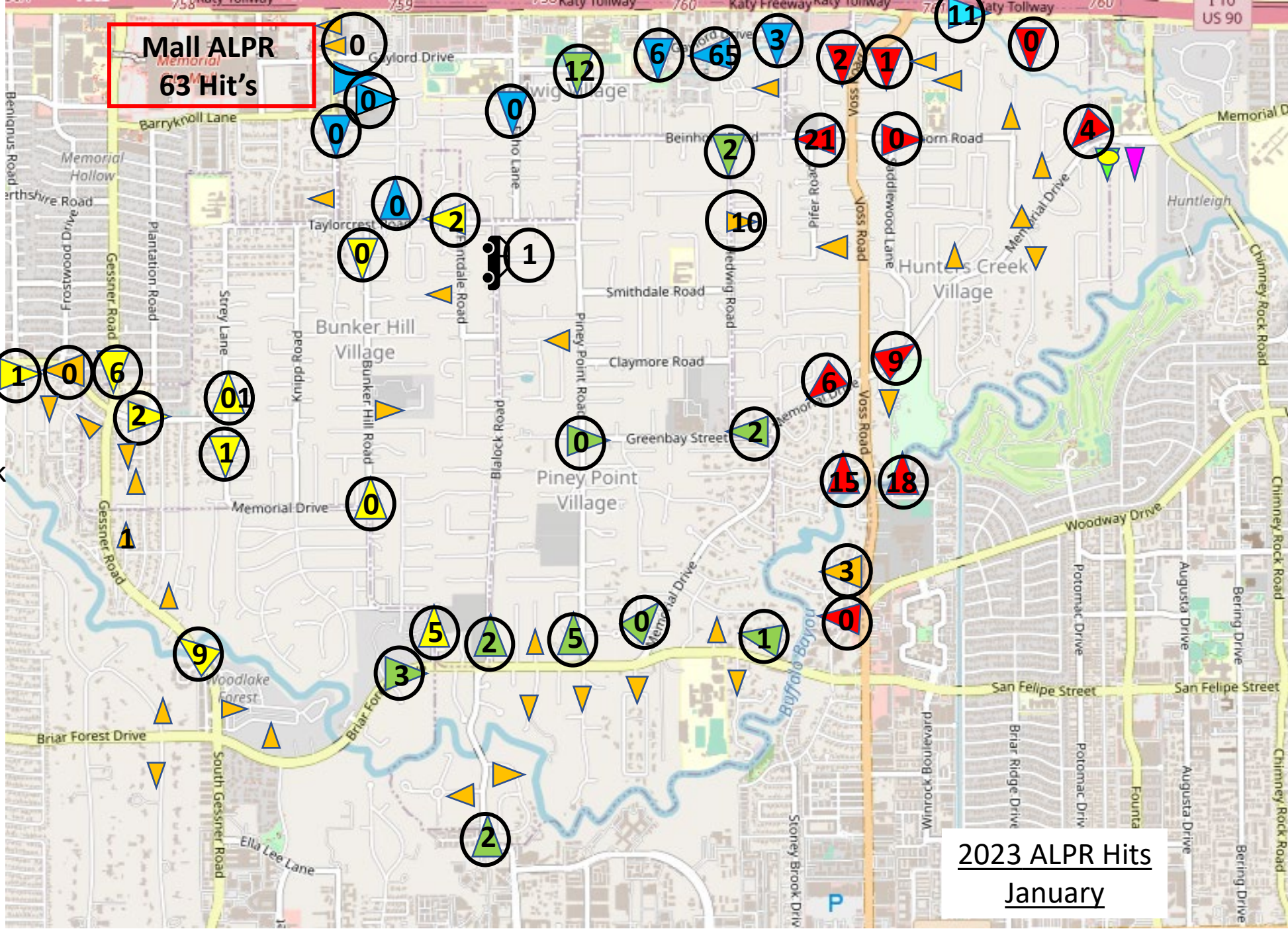
Blue Entry = Actual
Location Unknown
Underlined Contractor






SOLVED

1/1/24

Mall ALPR
63 Hit's

- Hedwig  
- Bunker Hill 
- Piney Point 
- Hunters Creek 
- Frequent Mobile Locations 
-  Total Hits
- 








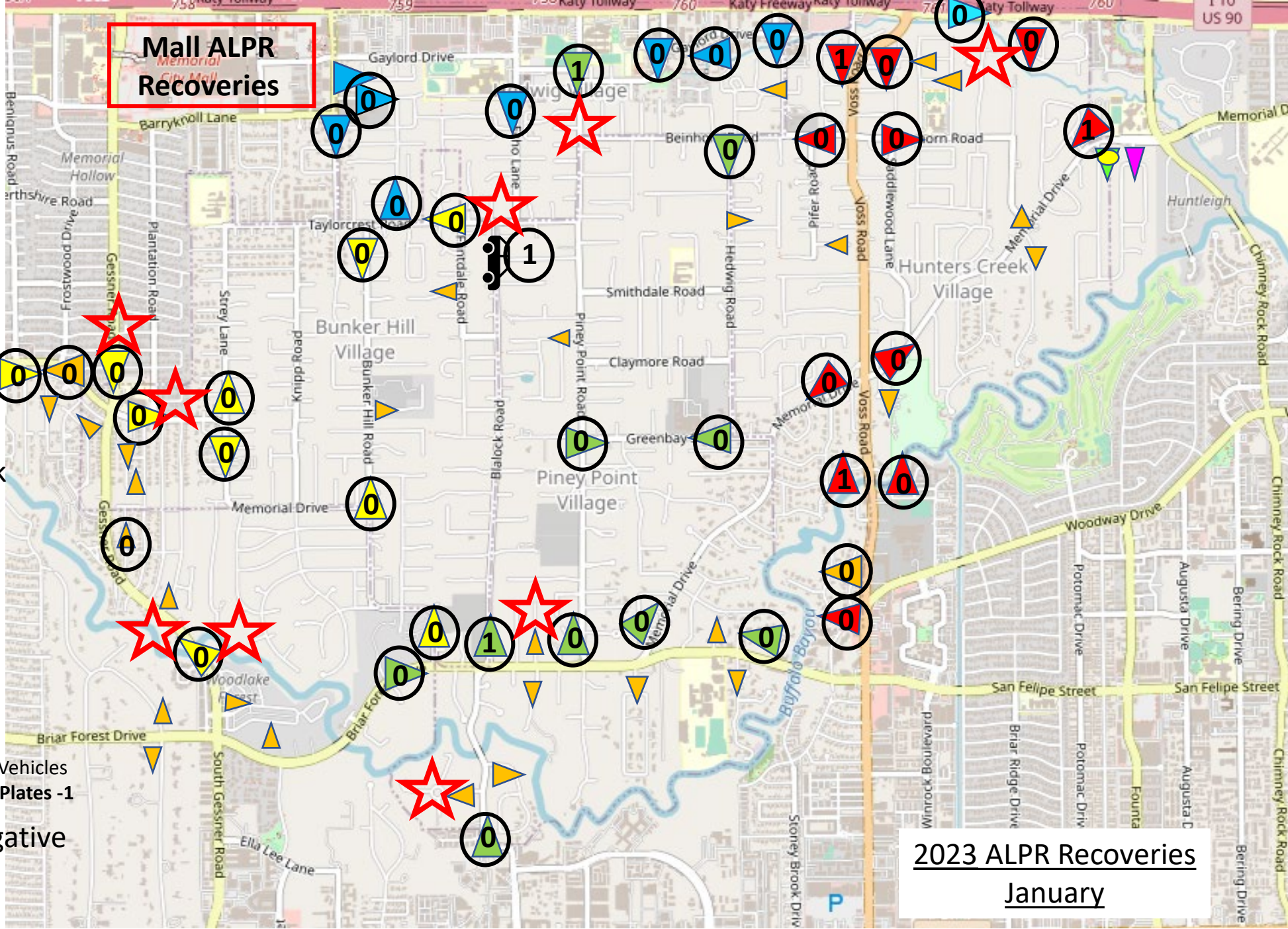
- Lindenwood HOA 
- Longwoods HOA 
- US Coins 
- In Process 
- HOA Systems 
- 1/31/24 

2023 ALPR Hits
January

Mall ALPR Recoveries

- Hedwig  
- Bunker Hill 
- Piney Point 
- Hunters Creek 
- Frequent Mobile Locations 
-  Recovered Vehicles
 Recovered Plates -1
-  Investigative Leads

- Lindenwood HOA 
- Longwoods HOA 
- US Coins 
- In Process 
- HOA Systems 
- 1/31/24 



2023 ALPR Recoveries
January



January 2024 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

2024 ALPR Data Report

Plate Reads Summary

Total Plate Reads:

3,667,449

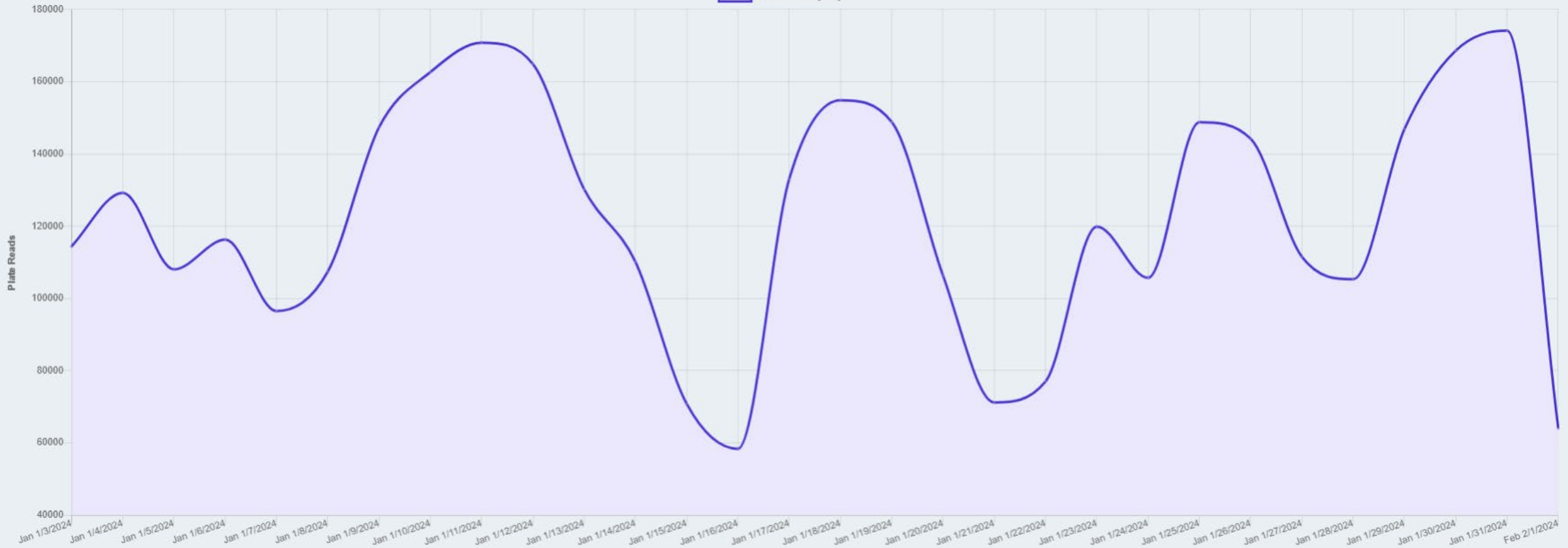
[DOWNLOAD CSV](#)

Jan 1 – Jan 31

Devices (34) ▾

[Search](#)

Plate Reads By Day



Unique Plate Reads Summary

Total Unique Plate Reads:

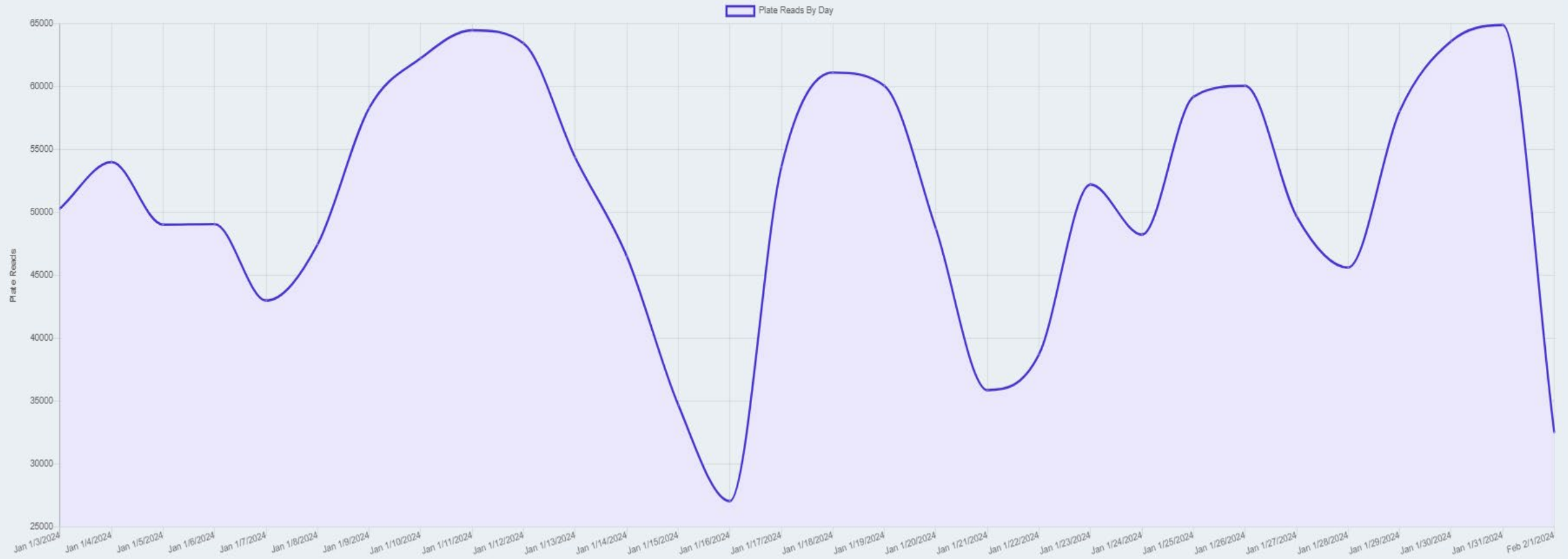
480,938

[DOWNLOAD CSV](#)

Jan 1 – Jan 31

Devices (34)

[Search](#)



All Categories

Hits Report

01/02/2024 To... 02/01/2024

Search

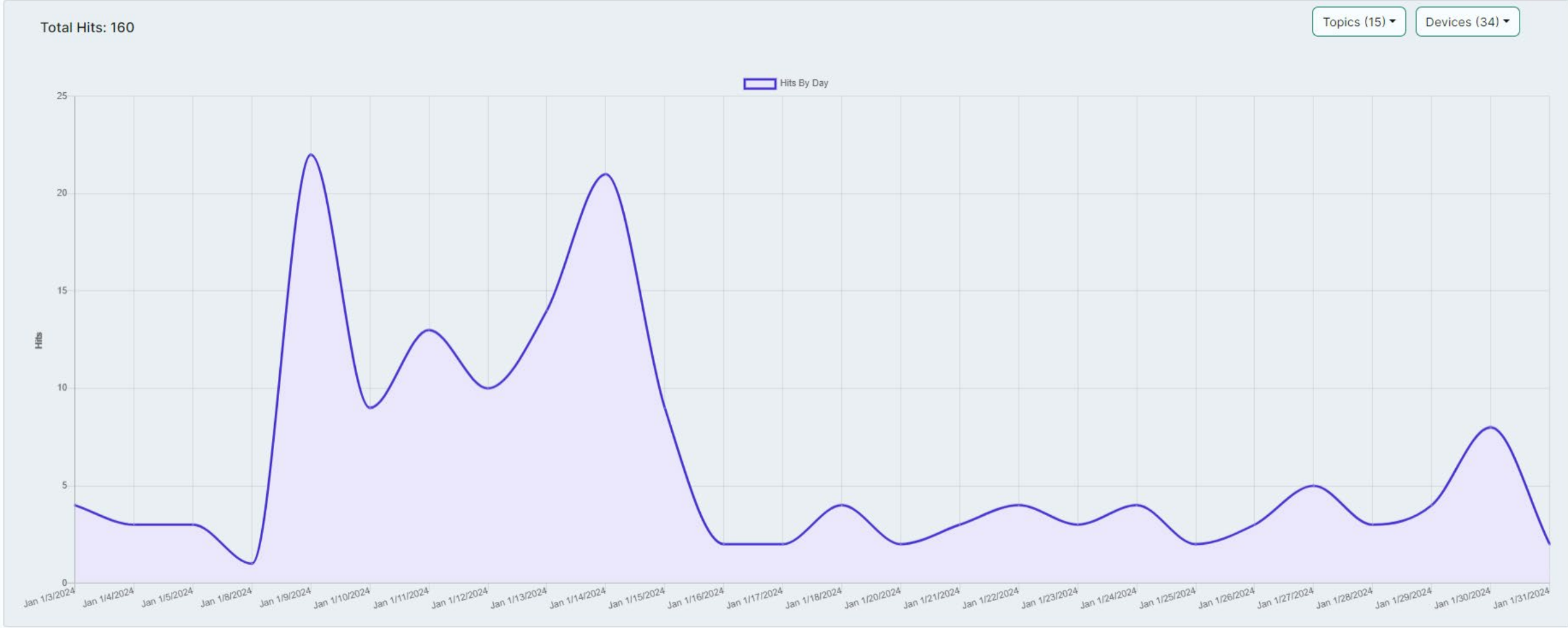
Select a date range up to 31 days

DOWNLOAD CSV

Total Hits: 160

Topics (15)

Devices (34)



Top 7 Categories

Hits Report

01/01/2024 To... 01/31/2024 [Search](#)

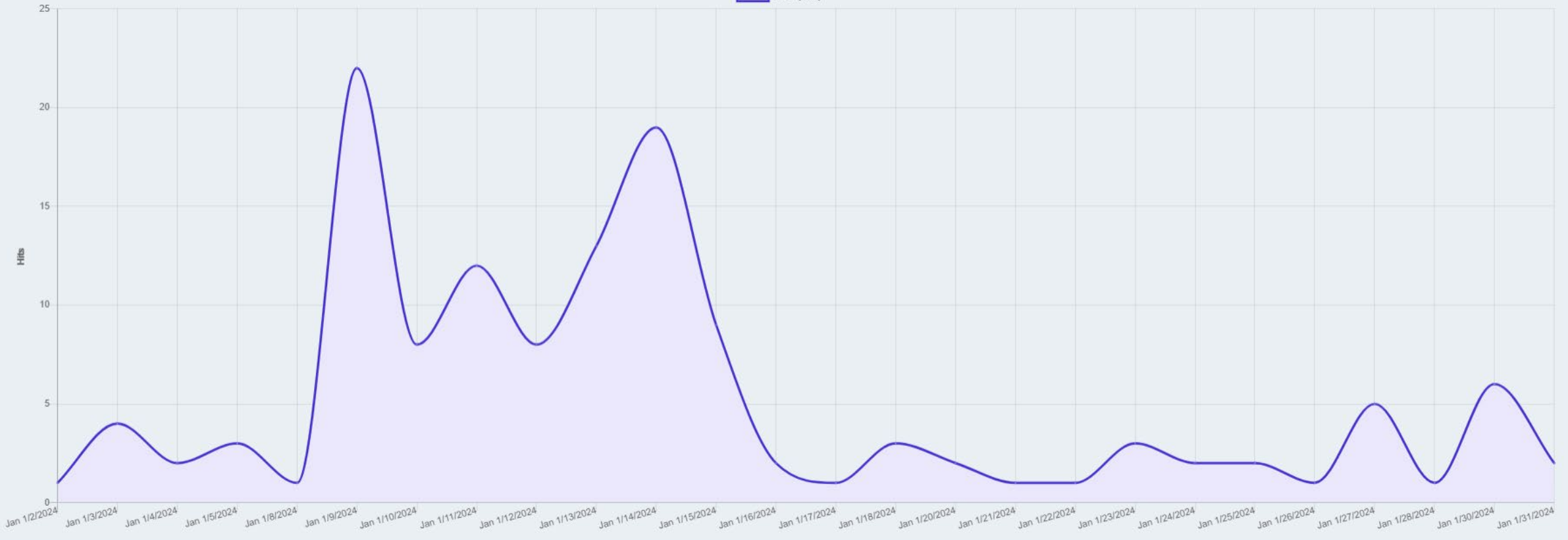
Select a date range up to 31 days

[DOWNLOAD CSV](#)

Total Hits: 134

Topics (7) [Devices \(34\)](#)

Hits By Day



Sex Offenders

Hits Report

01/01/2024 To... 01/31/2024 [Search](#)

Select a date range up to 31 days

[DOWNLOAD CSV](#)

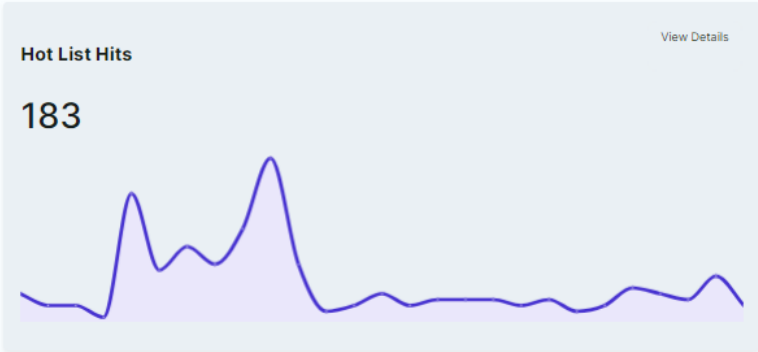
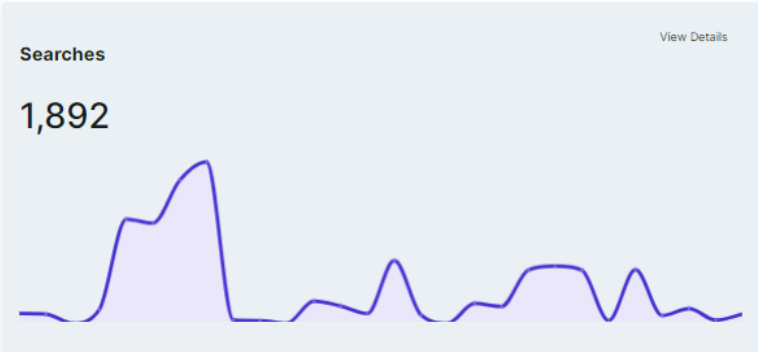
Total Hits: 18

Topics (1) Devices (34)



Summary Report

Insights Dashboard



Device Sharing

Shared with
Lewisville TX PD,
Sansom Park TX PD,
and 330 others

Access Levels
Search
Hotlist Tool Access

Device Status

34 / 34 ?
Devices Online

◀ Previous Device

Device Name	Battery	Latency
#01 Inbound, Riverview Way, EB	99%	17.02 s

Next Device ▶

#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



Yellow = Bunker Hill

Green = Piney Point

Red = Hunters Creek

Blue = MVPD Mobile

Purple = Privately Owned Systems

Total 'Plate Reads' by 'Device Name'

Row Labels	Sum of Plate Reads
#29 - Riverbend Main Entrance	5429
#01 Inbound, Riverview Way, EB	5530
#15 Hunters Creek Dr SB at I-10	6313
Strey NB at Memorial	18365
#32 WB Greenbay @ Memorial Dr	21677
#25 - NB Bunker Hill x Memorial	25130
#11 Greenbay St EB at Piney Point Rd	34194
#26 - SB Hedwig x Beinhorn	46923
#27 Unit 181 Blalock S/B at Taylorcrest	47575
#16 Memorial Dr WB at E Creekside Dr	64372
#06 Taylorcrest Rd WB at Flintdale	64708
#05 Bunkerhill Rd SB at Taylorcrest	73585
#10 On Memorial Dr EB from San Felipe	77291
#09 N Piney Point Rd at Memorial Dr	79492
#14 Beinhorn Rd WB at Pipher	88812
#18 Memorial Dr EB at Voss	93313
#31 EB Memorial Dr near Tealwood	106222
#17 Memorial Dr WB at Voss	110547
#19 - SB Voss x Old Voss (Lane 1)	122908
#28 MVPD Station S/B Memorial Drive	128483
#24 - NB Blalock x Memorial	128875
#07 Memorial Dr EB at Briar Forest	143203
#02 Memorial Dr EB at Gessner	153244
#04 Memorial Dr NB at Briar Forest	165950
#20 - SB Voss x Old Voss (Lane 2)	171075
#12 Piney Point Dr SB at Gaylord	182693
#08 2200 S Piney Point Rd NB at City Limit	191476
#01 Gessner SB at Frostwood Elementary	206933
#13 NB Gessner Rd	207534
#23 - WB San Felipe x Buffalo Bayou	236327
#21 - NB Voss x Magnolia Bend (Lane 1)	320535
#22 - NB Voss x Magnolia Bend (Lane 2)	342521
Grand Total	3671235

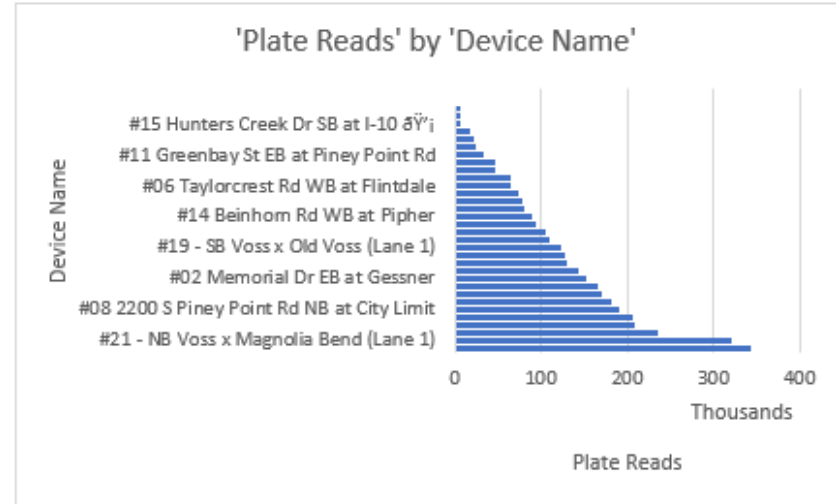
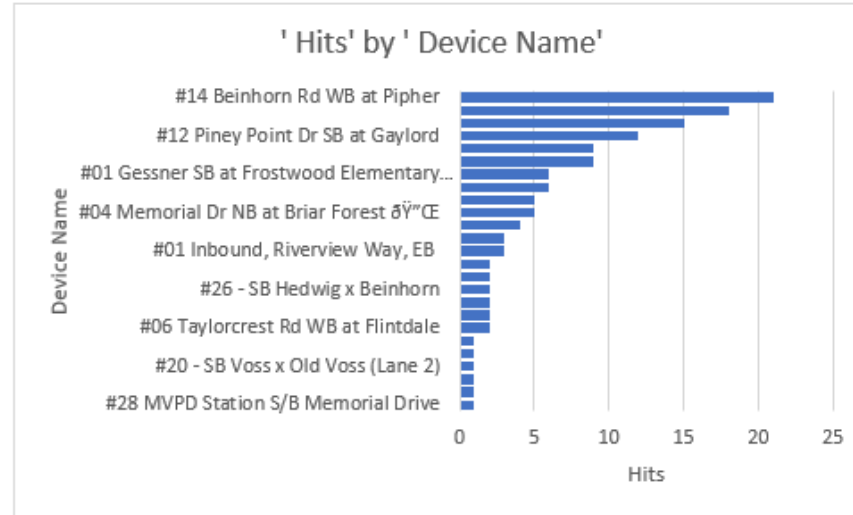


Plate Reads By Location

Hits By Camera

Total ' Hits' by ' Device Name'

Row Labels	Sum of Hits
#14 Beinhorn Rd WB at Pipher	21
#22 - NB Voss x Magnolia Bend (Lane 2)	18
#21 - NB Voss x Magnolia Bend (Lane 1)	15
#12 Piney Point Dr SB at Gaylord	12
#13 NB Gessner Rd	9
#18 Memorial Dr EB at Voss δÿ'i	9
#01 Gessner SB at Frostwood Elementary δÿ'i	6
#17 Memorial Dr WB at Voss δÿ"CE	6
#24 - NB Blalock x Memorial	5
#04 Memorial Dr NB at Briar Forest δÿ"CE	5
#16 Memorial Dr WB at E Creekside Dr δÿ'i	4
#07 Memorial Dr EB at Briar Forest δÿ'i	3
#01 Inbound, Riverview Way, EB	3
#02 Memorial Dr EB at Gessner	2
#19 - SB Voss x Old Voss (Lane 1)	2
#26 - SB Hedwig x Beinhorn	2
#08 2200 S Piney Point Rd NB at City Limit	2
#32 WB Greenbay @ Memorial Dr	2
#06 Taylorcrest Rd WB at Flintdale	2
#31 EB Memorial Dr near Tealwood	1
Strey NB at Memorial δÿ"CE	1
#20 - SB Voss x Old Voss (Lane 2)	1
#27 Unit 181 Blalock S/B at Taylorcrest	1
#23 - WB San Felipe x Buffalo Bayou	1
#28 MVPD Station S/B Memorial Drive	1
Grand Total	134



Total Reads – 3,668,615

Unique Reads – 480,938

Hits- 183

7 Top Hit 134

- Hotlist - 4
- Stolen Vehicle
- Stolen Plate
- Gang Member
- Missing
- Amber
- Priority Restraining Order

2024 Total Incidents

2024	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	15	56	72	16	4171	2668	1543	1139	1014	626	1391	902
February													
March													
April													
May													
June													
July													
August													
September													
October													
November													
December													
Total	1	15	56	72	16	4171	2668	1543	1139	1014	626	1391	902

2023 Totals	17	165	707	890	182
Difference					
% Change					

70947	54496	23709	19196	18915	14104	26305	20685
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2022 Officer Committed Time to Service Report

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
ALSALMANI, ALI	42:52:14												9	54
BAKER, BRIAN C	* 1:42:24													
BALDWIN, BRIAN	18:24:30													19
BIEHUNKO, JOHN	29:52:43												5	24
BOGGUS, LARRY	* 17:35:09													
BURLESON, Jason	15:26:34													23
BYRD, Rachied	16:41:02												2	19
CANALES, RALPH EDWARD	11:43:19												2	21
CERNY, BLAIR C.	* 8:13:37												1	
ECKERFIELD, Dillion	28:07:09												6	33
GONZALEZ, Jose	25:11:16												5	11
HARWOOD, NICHOLAS	23:18:34												4	4
JARVIS, RICHARD	38:50:40												2	21
JOHNSON, JOHN	23:33:58												5	27
JONES, ERIC	* 0:38:31													
KING, JEREMY	25:19:16												3	36
KUKOWSKI, Andy	17:46:52												2	14
MCELVANY, ROBERT	9:50:58												2	31
ORTEGA, Yesenia	17:06:45												3	25
OWENS, LANE	* 0:00:00													
PAVLOCK, JAMES ADAM	18:45:35												5	117
RODRIGUEZ, CHRISTOPHER	* 10:18:14													
RODRIGUEZ, JOSE	19:14:42												6	17
RODRIGUEZ, REGGIE	21:17:14												3	35
SALAZAR, Efrain	* 5:05:08													
SCHULTZ, RAYMOND	* 0:47:13													
SILLIMAN, ERIC	22:54:37												1	73
SPRINKLE, MICHAEL	10:04:21													10
TAYLOR, CRAIG	11:35:43												3	28
VALDEZ, JUAN	20:53:02													13
VASQUEZ, MONICA	* 6:06:52													
WHITE, TERRY	16:04:09												3	17
* = Admin												Total	72	672

Dispatch Committed Time														
911 Phone Calls	237													
3700 Phone Calls	2489													
DP General Phone Calls*	78:37:52													
Radio Transmissions	9871													

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




Memorial Villages Police Department
11981 Memorial Drive
Houston, Texas 77024

Raymond Schultz
Chief of Police

February 12, 2024

TO: J. Huguenard, Chairman, MVPD Police Commission

FROM:  R. Schultz, Chief

REF: 2023 Racial Profiling Data and Report

A review of the 2023 Racial Profiling Data and Report has been completed as per State of Texas legislative requirements, CCP Article 2.132. A copy of the report is attached and has been uploaded to the TCOLE web portal as required.

In 2023 the MVPD conducted 7734 traffic stops. The race of the driver was NOT known in 99.5% at the time the traffic stop was conducted. Subsequently, the race of the driver was found to be.

- Alaska/Native American/Indian 1.18%
- Asian/Pacific Islander 6.48%
- Black 23.95%
- White 36.00%
- Hispanic/Latino 32.40%

The sex of the drivers was.

- Female 36.32%
- Male 63.68%

Moving violations issued.

- Alaska/Native American/Indian 1.25%
- Asian/Pacific Islander 7.07%
- Black 23.10%
- White 35.31%
- Hispanic/Latino 33.25%

Non-moving violation issued.

- Alaska/Native American/Indian 0.73%
- Asian/Pacific Islander 4.26%
- Black 27.05%
- White 38.51%
- Hispanic/Latino 29.45%

The data shows that a pattern of race-based traffic stops, arrests, searches or citations issued does not exist within the Memorial Villages Police Department.

Received: _____


Chairman

Date: _____

2-12-24

Racial Profiling Report | Full

Agency Name: MEMORIAL VILLAGES POLICE DEPT.
Reporting Date: 01/22/2024
TCOLE Agency Number: 201231

Chief Administrator: RAYMOND D. SCHULTZ

Agency Contact Information:
Phone: (713) 365-3703
Email: rschultz@mvpdtx.org

Mailing Address:
11981 MEMORIAL DRIVE
HOUSTON, TX 77024-6297

This Agency filed a full report

MEMORIAL VILLAGES POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the MEMORIAL VILLAGES POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the MEMORIAL VILLAGES POLICE DEPT. if the individual believes that a peace officer employed by the MEMORIAL VILLAGES POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the MEMORIAL VILLAGES POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the MEMORIAL VILLAGES POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The MEMORIAL VILLAGES POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in

Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Brian Baker
Commander

Date: 01/22/2024

Total stops: 7734

Street address or approximate location of the stop

City street	7672
US highway	40
County road	5
State highway	12
Private property or other	5

Was race or ethnicity known prior to stop?

Yes	39
No	7695

Race / Ethnicity

Alaska Native / American Indian	91
Asian / Pacific Islander	501
Black	1852
White	2784
Hispanic / Latino	2506

Gender

Female	2809
Alaska Native / American Indian	24
Asian / Pacific Islander	180
Black	755
White	1121
Hispanic / Latino	729
Male	4925
Alaska Native / American Indian	67
Asian / Pacific Islander	321
Black	1097
White	1662
Hispanic / Latino	1777

Reason for stop?

Violation of law	26
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	10
White	9

Hispanic / Latino	5
Preexisting knowledge	65
Alaska Native / American Indian	2
Asian / Pacific Islander	2
Black	17
White	27
Hispanic / Latino	17
Moving traffic violation	6142
Alaska Native / American Indian	77
Asian / Pacific Islander	434
Black	1419
White	2169
Hispanic / Latino	2042
Vehicle traffic violation	1501
Alaska Native / American Indian	11
Asian / Pacific Islander	64
Black	406
White	578
Hispanic / Latino	442
Was a search conducted?	
Yes	112
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	46
White	22
Hispanic / Latino	40
No	7622
Alaska Native / American Indian	91
Asian / Pacific Islander	497
Black	1806
White	2761
Hispanic / Latino	2466
Reason for Search?	
Consent	37
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	14
White	4

Hispanic / Latino	19
Contraband	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	1
Probable	26
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	14
White	4
Hispanic / Latino	7
Inventory	21
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	9
White	4
Hispanic / Latino	6
Incident to arrest	25
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	8
White	9
Hispanic / Latino	7

Was Contraband discovered?

Yes	51
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	24
White	9
Hispanic / Latino	17
No	61
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	22
White	13
Hispanic / Latino	23

Did the finding result in arrest?

(total should equal previous column)

Yes	0	No	0
Yes	0	No	1
Yes	2	No	22
Yes	1	No	8
Yes	1	No	16

Description of contraband	
Drugs	36
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	14
White	8
Hispanic / Latino	13
Weapons	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2
Hispanic / Latino	3
Stolen property	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	1
Hispanic / Latino	0
Other	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	0
Hispanic / Latino	2
Result of the stop	
Verbal warning	195

Alaska Native / American Indian	2
Asian / Pacific Islander	19
Black	45
White	66
Hispanic / Latino	63
Written warning	3816
Alaska Native / American Indian	60
Asian / Pacific Islander	320
Black	867
White	1709
Hispanic / Latino	860
Citation	3664
Alaska Native / American Indian	29
Asian / Pacific Islander	158
Black	914
White	989
Hispanic / Latino	1573
Written warning and arrest	27
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	10
White	9
Hispanic / Latino	4
Citation and arrest	15
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	6
Hispanic / Latino	4
Arrest	17
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	11
White	4
Hispanic / Latino	2
Arrest based on	
Violation of Penal Code	14
Alaska Native / American Indian	0
Asian / Pacific Islander	1

Black	9
White	2
Hispanic / Latino	2
Violation of Traffic Law	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	1
Violation of City Ordinance	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Outstanding Warrant	41
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	16
White	15
Hispanic / Latino	7

Was physical force resulting in bodily injury used during stop?

Yes	3
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	0
Hispanic / Latino	2
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	7731
Alaska Native / American Indian	0
Asian / Pacific Islander	2783
Black	500
White	2504
Hispanic / Latino	91

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

MEMORIAL VILLAGES POLICE DEPT.

01. Total Traffic Stops:	7734	
02. Location of Stop:		
a. City Street	7672	99.20%
b. US Highway	40	0.52%
c. County Road	5	0.06%
d. State Highway	12	0.16%
e. Private Property or Other	5	0.06%
03. Was Race known prior to Stop:		
a. NO	7695	99.50%
b. YES	39	0.50%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	91	1.18%
b. Asian/ Pacific Islander	501	6.48%
c. Black	1852	23.95%
d. White	2784	36.00%
e. Hispanic/ Latino	2506	32.40%
05. Gender:		
a. Female	2809	36.32%
i. Alaska/ Native American/ Indian	24	0.31%
ii. Asian/ Pacific Islander	180	2.33%
iii. Black	755	9.76%
iv. White	1121	14.49%
v. Hispanic/ Latino	729	9.43%
b. Male	4925	63.68%
i. Alaska/ Native American/ Indian	67	0.87%
ii. Asian/ Pacific Islander	321	4.15%
iii. Black	1097	14.18%
iv. White	1662	21.49%
v. Hispanic/ Latino	1777	22.98%
06. Reason for Stop:		
a. Violation of Law	26	0.34%
i. Alaska/ Native American/ Indian	1	3.85%
ii. Asian/ Pacific Islander	1	3.85%

Racial Profiling Analysis Report

iii. Black	10	38.46%
iv. White	9	34.62%
v. Hispanic/ Latino	5	19.23%
b. Pre-Existing Knowledge	65	0.84%
i. Alaska/ Native American/ Indian	2	3.08%
ii. Asian/ Pacific Islander	2	3.08%
iii. Black	17	26.15%
iv. White	27	41.54%
v. Hispanic/ Latino	17	26.15%
c. Moving Traffic Violation	6142	79.42%
i. Alaska/ Native American/ Indian	77	1.25%
ii. Asian/ Pacific Islander	434	7.07%
iii. Black	1419	23.10%
iv. White	2169	35.31%
v. Hispanic/ Latino	2042	33.25%
d. Vehicle Traffic Violation	1501	19.41%
i. Alaska/ Native American/ Indian	11	0.73%
ii. Asian/ Pacific Islander	64	4.26%
iii. Black	406	27.05%
iv. White	578	38.51%
v. Hispanic/ Latino	442	29.45%
07. Was a Search Conducted:		
a. NO	7622	98.55%
i. Alaska/ Native American/ Indian	91	1.19%
ii. Asian/ Pacific Islander	497	6.52%
iii. Black	1806	23.69%
iv. White	2761	36.22%
v. Hispanic/ Latino	2466	32.35%
b. YES	112	1.45%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	3.57%
iii. Black	46	41.07%
iv. White	22	19.64%
v. Hispanic/ Latino	40	35.71%
08. Reason for Search:		
a. Consent	37	0.48%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	14	37.84%
iv. White	4	10.81%
v. Hispanic/ Latino	19	51.35%
b. Contraband in Plain View	3	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	33.33%
iv. White	1	33.33%
v. Hispanic/ Latino	1	33.33%
c. Probable Cause	26	0.34%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	3.85%
iii. Black	14	53.85%
iv. White	4	15.38%
v. Hispanic/ Latino	7	26.92%
d. Inventory	21	0.27%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	9.52%
iii. Black	9	42.86%
iv. White	4	19.05%
v. Hispanic/ Latino	6	28.57%
e. Incident to Arrest	25	0.32%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	4.00%
iii. Black	8	32.00%
iv. White	9	36.00%
v. Hispanic/ Latino	7	28.00%
09. Was Contraband Discovered:		
YES	51	0.66%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	1	1.96%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
iii. Black	24	47.06%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	2	
Finding resulted in arrest - NO	22	
iv. White	9	17.65%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	8	
v. Hispanic/ Latino	17	33.33%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	16	
b. NO	61	0.79%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	3	4.92%
iii. Black	22	36.07%
iv. White	13	21.31%
v. Hispanic/ Latino	23	37.70%
10. Description of Contraband:		
a. Drugs	36	0.47%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.78%
iii. Black	14	38.89%
iv. White	8	22.22%
v. Hispanic/ Latino	13	36.11%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	6	0.08%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	6	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
d. Alcohol	6	0.08%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	16.67%
iv. White	2	33.33%

Racial Profiling Analysis Report

v. Hispanic/ Latino	3	50.00%
e. Stolen Property	3	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	66.67%
iv. White	1	33.33%
v. Hispanic/ Latino	0	0.00%
f. Other	9	0.12%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	7	77.78%
iv. White	0	0.00%
v. Hispanic/ Latino	2	22.22%
11. Result of Stop:		
a. Verbal Warning	195	2.52%
i. Alaska/ Native American/ Indian	2	1.03%
ii. Asian/ Pacific Islander	19	9.74%
iii. Black	45	23.08%
iv. White	66	33.85%
v. Hispanic/ Latino	63	32.31%
b. Written Warning	3816	49.34%
i. Alaska/ Native American/ Indian	60	1.57%
ii. Asian/ Pacific Islander	320	8.39%
iii. Black	867	22.72%
iv. White	1709	44.79%
v. Hispanic/ Latino	860	22.54%
c. Citation	3664	47.38%
i. Alaska/ Native American/ Indian	29	0.79%
ii. Asian/ Pacific Islander	158	4.31%
iii. Black	914	24.95%
iv. White	989	26.99%
v. Hispanic/ Latino	1573	42.93%
d. Written Warning and Arrest	27	0.35%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	14.81%
iii. Black	10	37.04%
iv. White	9	33.33%
v. Hispanic/ Latino	4	14.81%

Racial Profiling Analysis Report

e. Citation and Arrest	15	0.19%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	33.33%
iv. White	6	40.00%
v. Hispanic/ Latino	4	26.67%
f. Arrest	17	0.22%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	11	64.71%
iv. White	4	23.53%
v. Hispanic/ Latino	2	11.76%
12. Arrest Based On:		
a. Violation of Penal Code	14	0.18%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	7.14%
iii. Black	9	64.29%
iv. White	2	14.29%
v. Hispanic/ Latino	2	14.29%
b. Violation of Traffic Law	3	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	66.67%
v. Hispanic/ Latino	1	33.33%
c. Violation of City Ordinance	1	0.01%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
d. Outstanding Warrant	41	0.53%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	7.32%
iii. Black	16	39.02%
iv. White	15	36.59%
v. Hispanic/ Latino	7	17.07%

Racial Profiling Analysis Report

13. Was Physical Force Used:		
a. NO	7731	99.96%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2783	36.00%
iii. Black	500	6.47%
iv. White	2504	32.39%
v. Hispanic/ Latino	91	1.18%
b. YES	3	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	33.33%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	2	66.67%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	0.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%
14. Total Number of Racial Profiling Complaints Received:	0	

REPORT DATE COMPILED 01/22/2024



2024- 2025 Renewal Presentation

February 12, 2024 | Memorial Villages Police Department



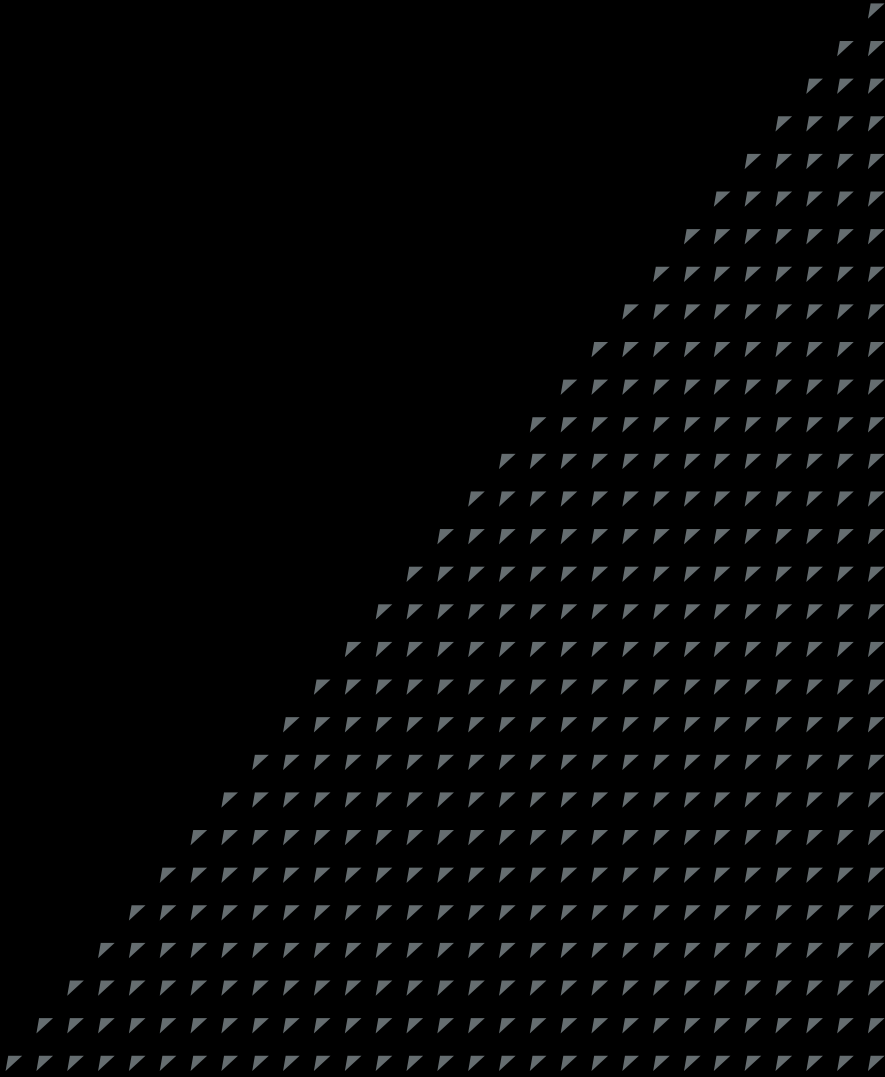


Meeting Objectives

- Discussion Items:
 - Section 1: Executive Summary
 - Section 2: Contribution Scenarios
 - Section 3: Benchmarking
 - Section 4: Financial Update
 - Section 4: Renewals & Marketing
 - Section 5: Appendix



Executive Summary





Executive Summary

✓ **Fully Insured Medical Renewal** - The renewal was received from Blue Cross Blue Shield of Texas at a 19.3% (\$121,262) increase over current rates.

- The increase is largely because of the High-Cost Claimant # 1. HCC #1 is a child dependent with End Stage Renal Disease with claims totaling \$319,153 through December 2023.
 - HCC #1 accounts for 40% of the total paid claims (\$793,575).
- The RX claims (for HCC #2 - #5) account for 24% (\$191,768) of the total paid claims.
 - The top Rx Drugs are biologics that treat Rheumatoid Arthritis, Psoriasis, Crohn’s Disease, and Ulcerative Colitis.
 - The Rx Drugs are Skyrizi, Simponi, and Enbrel for a total of \$187,727, which is 80% of all Rx spend through December 2023.
- For companies that are the same size as MVPD, the expected claims over \$50,000 is 3. However, MVPD has 5 claims over \$50,000.
- MVPD is currently running at a **163.7% loss ratio** with total paid claims of \$793,575 and premiums paid of \$484,726 through December 2023.
 - When excluding the claims from HCC #1, the MVPD plan is running at 97.9% loss ratio (\$474,422 in claims vs \$484,726 in premium). Of the \$474,422 in claims, 40% are due to the Specialty Rx Drugs mentioned above.
 - At a loss ratio of 163.7%, the carrier is losing money. Standardly, we would want MVPD running in the 80% loss ratio range.
- After numerous negotiations with BCBS, Alliant was able to lower the renewal to **11.6% (\$73,012)** above current rates. This renewal reduction is contingent on MVPD renewing the Dental with BCBS for the 2024-2025 plan year.

	Average Enrollment	Claims PEPM	Premiums PEPM	Loss Ratio
2021-2022	60	\$2,941.35	\$691.05	425.6%
2022-2023	60	\$1,275.64	\$798.97	159.7%
2023-2024 YTD	61	\$1,437.64	\$878.13	163.7%
Rolling 12 Months	61	\$1,246.44	\$867.69	143.7%



Executive Summary

- ✓ Fully Insured Medical Marketing -
 - Aetna, Cigna, Memorial Hermann, IEBP/TML, and Trustmark Insurance Company declined to quote due to uncompetitive rates
 - UHC provided an initial quote at 52.6% above current rates, but later, they declined to quote due to potential of on-going large claims.
 - In the prior years, MVPD requested two alternate plans (a lower deductible on the HDHP and a lower deductible on a PPO plan). Alliant requested BCBS of Tx to provide alternate quotes ranging from a 17.8% to 31.6% increase over current rates.
 - BCBS Alternate 1 - This option is at 26.9% (\$169,110) increase over current rates. This plan has an In-Network Deductible of \$3,500 individual/\$7,000 family, In-Network Out of Pocket Maximum of \$5,000 individual/\$10,000 family, 80% Co-Insurance, and RX plan design changes.
 - BCBS Alternate 2 - Dual Plan: HDHP and PPO - This option is at 17.8% (\$112,251) increase over current rates with an assumption of 10% migration from the current HDHP to the PPO plan. The HDHP Plan has an In-Network Deductible of \$4,500 individual/\$9,000 family, In-Network Out of Pocket Maximum of \$6,900 individual/\$13,800 family, 80% Co-Insurance, and RX plan design changes. The PPO Plan has an In-Network Deductible of \$1,500 individual/\$4,500 family, In-Network Out of Pocket Maximum of \$4,500 individual/\$13,500 family, 80% Co-Insurance, and RX plan design changes.
 - BCBS Alternate 3 - Dual Plan: HDHP and PPO - This option is at 31.6% (\$199,202) increase over current rates with an assumption of 10% migration from the current HDHP to the PPO plan. The HDHP Plan has an In-Network Deductible of \$3,500 individual/\$7,000 family, In-Network Out of Pocket Maximum of \$5,000 individual/\$10,000 family, 80% Co-Insurance, and RX plan design changes. The PPO Plan has an In-Network Deductible of \$1,500 individual/\$4,500 family, In-Network Out of Pocket Maximum of \$4,500 individual/\$13,500 family, 80% Co-Insurance, and RX plan design changes.
- ✓ **Dental Renewal** - BCBS of Texas released a one-year rate pass for the 2024 - 2025 Dental Renewal. Note: the medical renewal is contingent on renewing the Dental with BCBS.
- ✓ Dental Marketing - We received one quote with plan design changes from Dental Select at -6.2% (-\$3,099) below current rates.
 - All other Dental carriers declined to quote.



Medical Renewal - BCBS Renewal vs BCBS Alternates

Memorial Villages Police Department - Plan Year: April 2024 - March 2025

Medical

BENEFITS	CURRENT / RENEWAL		RENEWAL ALTERNATE 1	RENEWAL ALTERNATE 2		RENEWAL ALTERNATE 3	
Carrier	BCBS TX		BCBS TX	BCBS TX		BCBS TX	
Network	Blue Choice		Blue Choice	Blue Choice		Blue Choice	
Plan Type	MTBCP010H		MTBCP005H	MTBCP010H	MTBCP014	MTBCP005H	MTBCP014
Plan Name	HDHP w/H.S.A.		HDHP w/H.S.A.	HDHP w/H.S.A.	PPO	HDHP w/H.S.A.	PPO
Plan Accumulations	Calendar Year		Calendar Year	Calendar Year		Calendar Year	
Deductible	Embedded		Embedded	Embedded		Embedded	
OOP Maximum	Embedded		Embedded	Embedded		Embedded	
IN-NETWORK	CURRENT	RENEWAL					
Deductible - Individual Family	\$4,500 / \$10,000	\$4,500 / \$9,000	\$3,500 / \$7,000	\$4,500 / \$9,000	\$1,500 / \$4,500	\$3,500 / \$7,000	\$1,500 / \$4,500
OOP Maximum - Individual Family	\$6,900 / \$13,800		\$5,000 / \$10,000	\$6,900 / \$13,800	\$4,500 / \$13,500	\$5,000 / \$10,000	\$4,500 / \$13,500
Coinsurance	80%		80%	80%	80%	80%	80%
OUT-OF-NETWORK							
Deductible - Individual Family	\$9,000 / \$20,000		\$7,000 / \$14,000	\$9,000 / \$20,000	\$3,000 / \$9,000	\$7,000 / \$14,000	\$3,000 / \$9,000
OOP Maximum - Individual Family	Unlimited / Unlimited		Unlimited / Unlimited	Unlimited / Unlimited	Unlimited / Unlimited	Unlimited / Unlimited	Unlimited / Unlimited
Coinsurance	60%		60%	60%	60%	60%	60%

COSTS	CURRENT / RENEWAL			RENEWAL ALTERNATE 1	RENEWAL ALTERNATE 2		RENEWAL ALTERNATE 3	
Funding	Fully Insured			Fully Insured	Fully Insured		Fully Insured	
Rate Guarantee	Renews 4/1/2024	1 Year	1 Year	1 Year	1 Year		1 Year	
ENROLLMENT / RATES	CURRENT	RENEWAL	NEGOTIATED RENEWAL	PROPOSED	PROPOSED		PROPOSED	
Employee	32	\$493.39	\$588.40	\$550.60	\$625.89	\$550.60	\$873.57	\$625.89
Employee & Spouse	7	\$1,026.69	\$1,224.35	\$1,145.69	\$1,302.34	\$1,145.69	\$1,817.72	\$1,302.34
Employee & Child(ren)	7	\$977.64	\$1,165.86	\$1,090.96	\$1,240.13	\$1,090.96	\$1,730.89	\$1,240.13
Employee & Family	15	\$1,510.95	\$1,801.86	\$1,686.11	\$1,916.65	\$1,686.11	\$2,675.14	\$1,916.65
ANNUAL PREMIUM	61							
Total Premium		\$629,796	\$751,058	\$702,809	\$798,906	\$635,914	\$106,134	\$722,865
						\$742,048		\$828,998
\$ Change Over Current			\$121,262	\$73,012	\$169,110	\$112,251		\$199,202
% Change Over Current			19.3%	11.6%	26.9%	17.8%		31.6%

Costs shown are based on projected headcounts*

Costs shown are based on projected headcounts*



Summary - Historical Rates

	December Enrollment	BCBS 2019-2020	BCBS 2020-2021	UHC 2021-2023	UHC 2022-2023	BCBS 2023-2024	BCBS 2024-2025 Renewal
HSA Plan							
Employee Only	32	\$459.84	\$482.91	\$415.33	\$477.63	\$493.39	\$550.60
Employee + Spouse	7	\$1,057.62	\$1,110.67	\$955.24	\$1,098.53	\$1,026.69	\$1,145.69
Employee + Child(ren)	7	\$827.71	\$869.23	\$747.59	\$859.73	\$977.64	\$1,090.96
Employee + Family	15	\$1,425.49	\$1,497.00	\$1,287.51	\$1,480.64	\$1,510.95	\$1,686.11
Annual Estimated Premium	61	\$591,534	\$621,209	\$534,276	\$614,419	\$629,796	\$702,809
Percentage of Change		-11%	5%	-14%	15%	3%	11.6%

Based on December 2023 headcount

- The 2024-2025 BCBS renewal annual estimated premium increased 11.6% (\$73,012) compared to the BCBS 2022-2023 annual premium.
- Average of 3.78% increase over 4 renewal cycles with Loss Ratio of \$249.67%
- 2021 - 2023 total paid claims = \$3,826,085
- 2021 - 2023 total premiums = \$1,558,665

Summary - Historical Employee Contributions

Piney Point	December Enrollment	BCBS 2019-2020	BCBS 2020-2021	UHC 2021-2023	UHC 2022-2023	BCBS 2023-2024	BCBS 2024-2025 Renewal
HSA Plan							
Employee Only	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employee + Spouse	2	\$298.89	\$313.88	\$269.96	\$310.45	\$266.65	\$297.55
Employee + Child(ren)	1	\$183.94	\$193.16	\$166.13	\$191.05	\$242.13	\$270.18
Employee + Family	0	\$482.83	\$507.05	\$436.09	\$501.51	\$508.78	\$567.76
Annual Estimated Premium	7	\$9,381	\$9,851	\$8,473	\$9,743	\$9,305	\$10,383
Percentage of Change		-9%	5%	-14%	15%	-4%	12%

Piney Point: MVPD pays 100% of the EE Only tier and 50% of the remaining cost for EE+Spouse, EE+Child(ren), and EE+Family

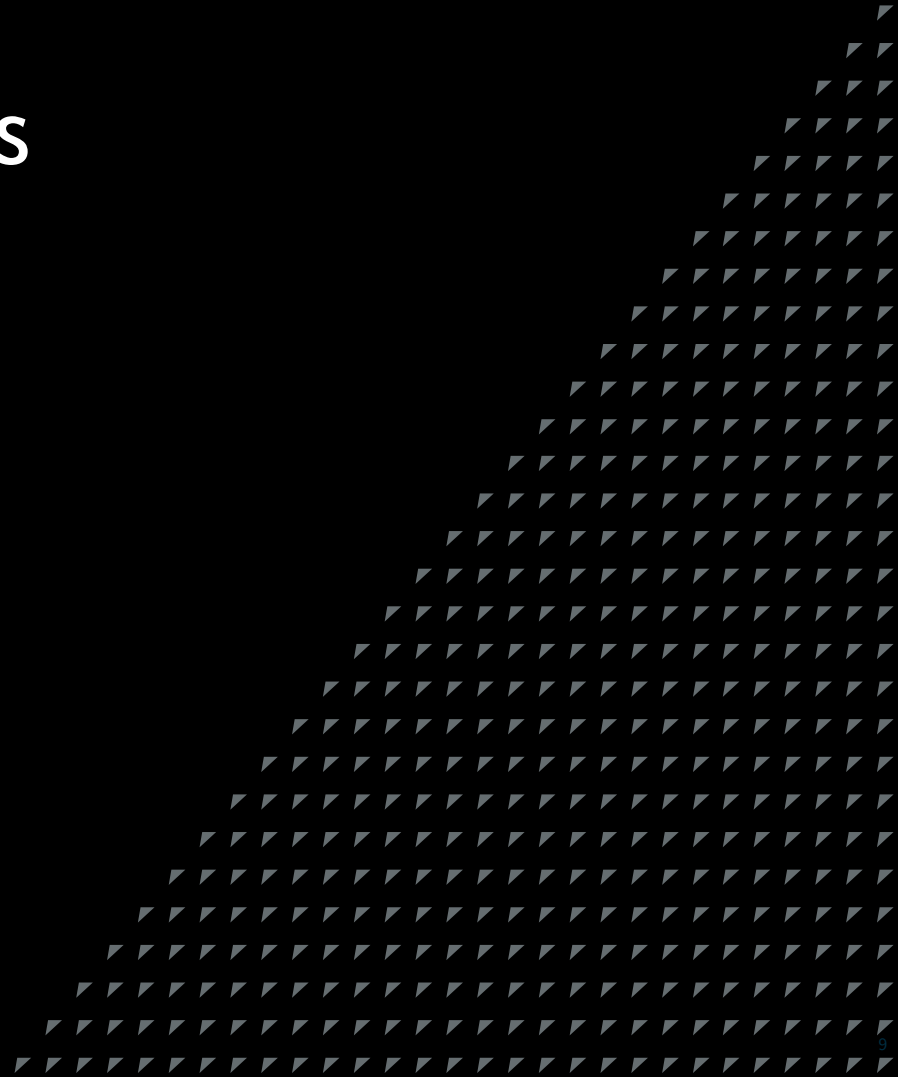
MVPD	December Enrollment	BCBS 2019-2020	BCBS 2020-2021	UHC 2021-2023	UHC 2022-2023	BCBS 2023-2024	BCBS 2024-2025 Renewal
HSA Plan							
Employee Only	23	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
Employee + Spouse	4	\$298.89	\$313.88	\$269.96	\$155.23	\$133.33	\$148.77
Employee + Child(ren)	6	\$183.94	\$193.16	\$166.13	\$95.53	\$121.06	\$135.09
Employee + Family	12	\$482.83	\$507.05	\$436.09	\$250.75	\$254.39	\$283.88
Annual Estimated Premium	45	\$97,117	\$101,989	\$87,716	\$50,437	\$51,748	\$57,746
Percentage of Change		-20%	5%	-14%	-42%	3%	12%

MVPD: MVPD pays 100% of the EE Only tier and 75% of the remaining cost for EE+Spouse, EE+Child(ren), and EE+Family

Bunker Hill	December Enrollment	BCBS 2019-2020	BCBS 2020-2021	UHC 2021-2023	UHC 2022-2023	BCBS 2023-2024	BCBS 2024-2025 Renewal
HSA Plan							
Employee Only	5	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
Employee + Spouse	1	\$298.89	\$313.88	\$269.96	\$155.23	\$133.33	\$148.77
Employee + Child(ren)	0	\$183.94	\$193.16	\$166.13	\$95.53	\$121.06	\$135.09
Employee + Family	3	\$482.83	\$507.05	\$436.09	\$250.75	\$254.39	\$283.88
Annual Estimated Premium	9	\$20,968	\$22,020	\$18,939	\$10,890	\$10,758	\$12,005
Percentage of Change		-18%	5%	-14%	-42%	-1%	12%

Bunker Hill: MVPD pays 100% of the EE Only tier and 75% of the remaining cost for EE+Spouse, EE+Child(ren), and EE+Family

Contribution Scenarios





2024- 2025 Medical Contributions

Medical/Rx	Enrollment		2023 - 2024 BCBS			2024 - 2025 BCBS Renewal		
	Current	Projected	Rates	EE	ER	Rates	EE	ER
HSA Plan								
EE Only	5	5	\$493.39	0.00	\$477.63	\$550.60	\$0.00	\$550.60
EE + Spouse	1	1	\$1,026.69	\$266.65	\$788.08	\$1,145.69	\$297.55	\$848.15
EE + Child(ren)	1	1	\$977.64	\$242.13	\$668.68	\$1,090.96	\$270.18	\$820.78
EE + Family	0	0	\$1,510.95	\$508.78	\$979.14	\$1,686.11	\$567.76	\$1,118.36
Annual Costs	7	7	\$53,655	\$6,105	\$46,139	\$59,876	\$6,813	\$53,063
PEPM Costs			\$638.75			\$712.81		
Total	7	7	\$53,655	\$6,105	\$46,139	\$59,876	\$6,813	\$53,063
\$ Increase						\$6,220	\$707	\$6,924
% Increase						12%	12%	15%

EE Cost Share	
2023 - 2024 BCBS	2024 - 2025 BCBS Renewal
0%	0%
26%	26%
25%	25%
34%	34%

Piney Point: MVPD pays 100% of the EE Only tier and 50% of the remaining cost for EE+Spouse, EE+Child(ren), and EE+Family

Medical/Rx	Enrollment		2023 - 2024 BCBS			2024 - 2025 BCBS Renewal		
	Current	Projected	Rates	EE	ER	Rates	EE	ER
HSA Plan								
EE Only	20	20	\$493.39	0.00	\$477.63	\$550.60	\$0.00	\$550.60
EE + Spouse	4	4	\$1,026.69	\$133.33	\$943.31	\$1,145.69	\$148.77	\$996.92
EE + Child(ren)	8	8	\$977.64	\$121.06	\$764.21	\$1,090.96	\$135.09	\$955.87
EE + Family	11	11	\$1,510.95	\$254.39	\$1,229.89	\$1,686.11	\$283.88	\$1,402.23
Annual Costs	43	43	\$460,994	\$51,601	\$395,619	\$514,436	\$57,582	\$456,854
PEPM Costs			\$893.40			\$996.97		
Total	43	43	\$460,994	\$51,601	\$395,619	\$514,436	\$57,582	\$456,854
\$ Increase						\$53,442	\$5,980	\$61,236
% Increase						12%	12%	15%

EE Cost Share	
2023 - 2024 BCBS	2024 - 2025 BCBS Renewal
0%	0%
13%	13%
12%	12%
17%	17%

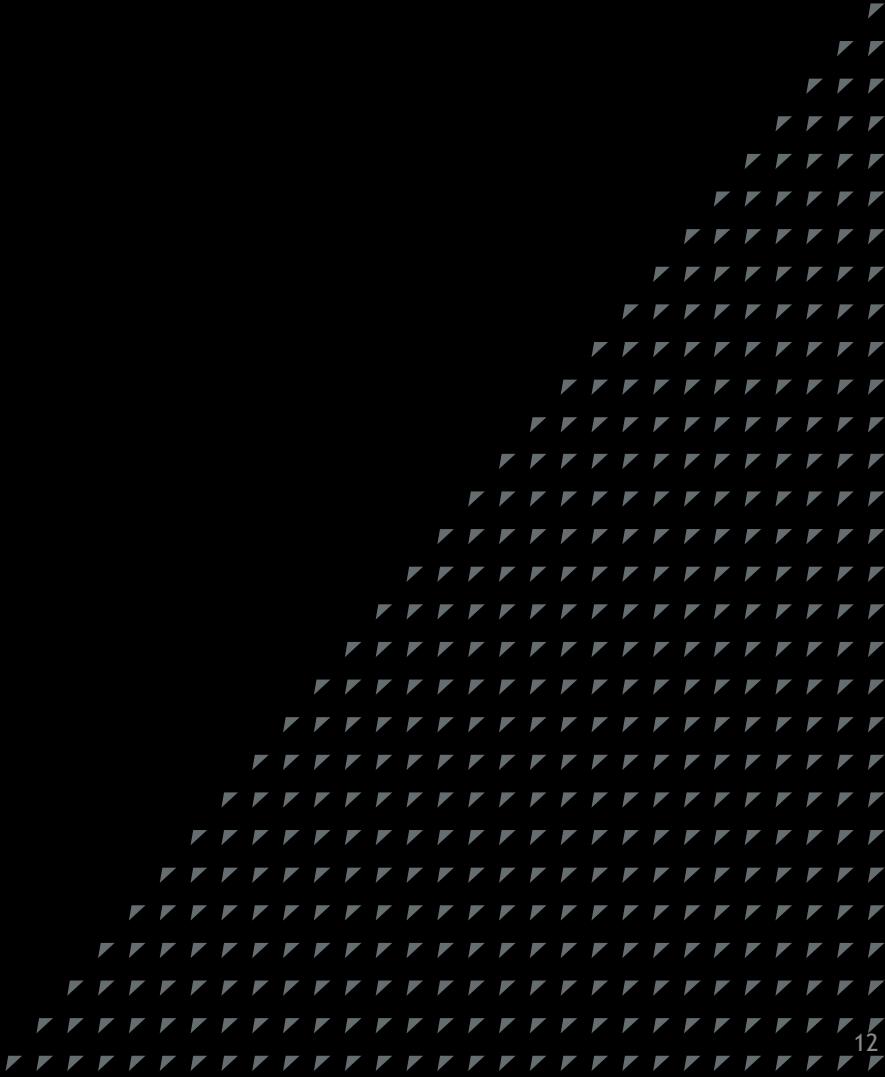
MVPD and Bunker Hill MVPD pays 100% of the EE Only tier and 75% of the remaining cost for EE+Spouse, EE+Child(ren), and EE+Family



2024- 2025 HSA Contributions

Plan Year HSA Contribution Amounts	Employee Only	Employee + Spouse	Employee + Child or Children	Employee + Family
MVPD contribution	\$2,350	\$3,700	\$3,700	\$3,700
Physical/Wellness	\$1,000	\$1,000	\$1,000	\$1,000
Physical Assessment PT	\$500	\$500	\$500	\$500
2023 Total MVPD HSA Contributions	\$3,850	\$5,200	\$5,200	\$5,200

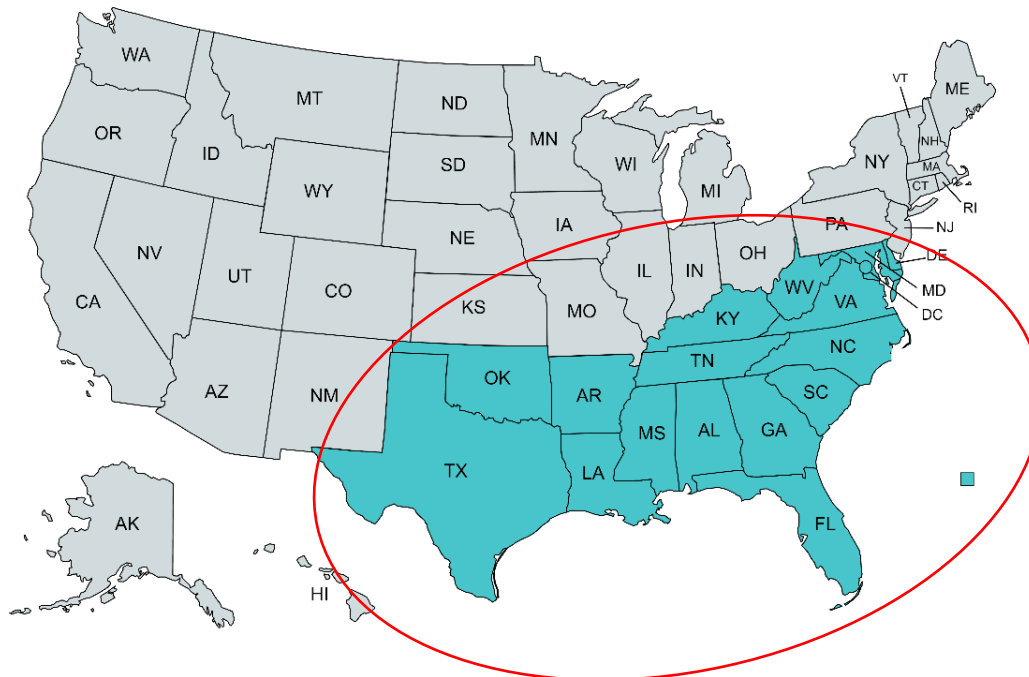
Benchmarking





Benchmark Report - Medical Benefits Summary

Alliant Book of Business Benchmarking	
Full-Time Employee Range	50-99
Industry	Government / Public Sector
Plan Types	HDHPs
Region/Location	South





Benchmark Report - Medical Benefits Summary Averages

HDHP

Individual Benefit (In-Network)	MVPD and Bunker Hill	Piney Point	Location South	Size 50-99	Industry Government/Public Sector
Plan Feature					
Deductible - IND	\$4,500	\$4,500	\$3,291	\$3,365	\$2,120
Deductible - FAM	\$10,000	\$10,000	\$6,515	\$6,663	\$4,477
Coinsurance	20%	20%	15%	12%	11%
Out-of-Pocket Maximum - IND	\$6,900	\$6,900	\$5,060	\$5,145	\$3,863
Out-of-Pocket Maximum - FAM	\$13,800	\$13,800	\$10,004	\$10,066	\$7,566
Employer HSA Contributions					
Employee Only	\$2,350	\$2,350	\$708	\$812	\$1,168
EE + Family	\$3,700	\$3,700	\$1,238	\$1,340	\$1,790
Employee Contributions					
Employee Only	\$0	\$0	\$86	\$89	\$82
EE + Spouse	\$133	\$267	\$340	\$384	\$260
EE + Child(ren)	\$121	\$242	\$279	\$331	\$213
EE + Family	\$254	\$509	\$486	\$606	\$386
Value Measures					
Actuarial Value	71.7%	71.7%	77.2%	77.3%	82.3%
Actuarial Value w/ HSA fund	92.7%	92.7%	84.4%	85.0%	92.2%

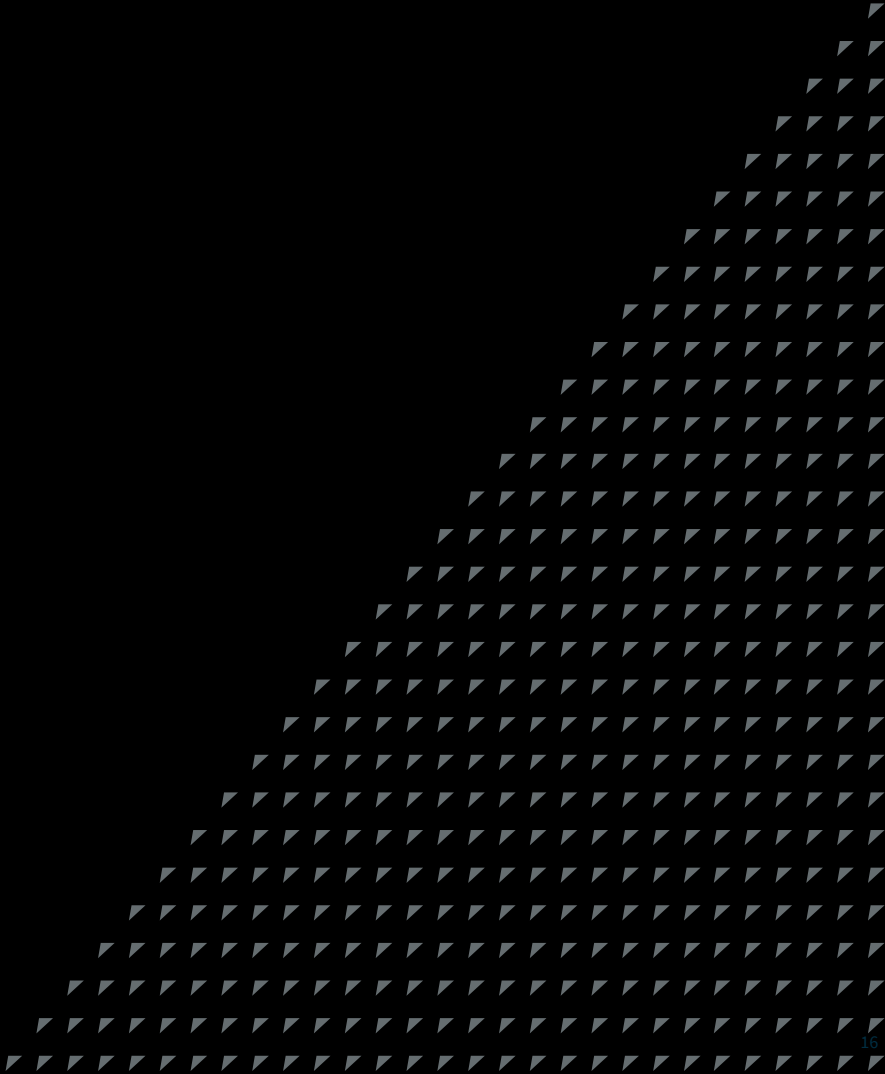
Benchmark Report - Medical Benefits Summary by Industry

Benchmarking

Financial Impact of Plan & Contribution Variance

	Memorial Villages Police Department		Government/Public Sector
	MVPD and Bunker Hill	Piney Point	HDHP
Deductible			
Individual	\$4,500	\$4,500	\$2,120
Family	\$10,000	\$10,000	\$4,477
Coinsurance	20%	20%	11%
Out of Pocket Maximum			
Individual	\$6,900	\$6,900	\$3,863
Family	\$13,800	\$13,800	\$7,566
Office Visit			
PCP	20%	20%	11%
Specialist	20%	20%	11%
Prescription Drugs			
Generic	20%	20%	11%
Preferred Brand	20%	20%	11%
Non-Preferred Brand	20%	20%	11%
Specialty	20%	20%	11%
ER-HSA Funding			
Individual	\$2,350	\$2,350	\$1,168
Family	\$3,700	\$3,700	\$1,790
Actuarial Value (CMS)	71.75%	71.75%	82.30%
Actuarial Value w/ HSA fund	92.70%	92.70%	92.20%
Premium Rates			
Employee Only	\$493.39	\$493.39	\$565.96
EE + Spouse	\$1,026.69	\$1,026.69	\$1,177.70
EE + Child(ren)	\$977.64	\$977.64	\$1,121.44
EE + Family	\$1,510.95	\$1,510.95	\$1,733.19
Employee Contributions			
Employee Only	\$0.00	\$0.00	\$82.02
EE + Spouse	\$133.33	\$266.65	\$259.72
EE + Child(ren)	\$121.06	\$242.13	\$212.50
EE + Family	\$254.39	\$508.78	\$385.81
Assumed Enrolled			
Employee Only	28	4	32
EE + Spouse	5	2	7
EE + Child(ren)	6	1	7
EE + Family	15	0	15
Annual Costs			
Total Cost	\$569,742	\$60,055	\$722,432
Employee Contributions	\$62,506	\$9,305	\$140,608
Net Employer Cost	\$507,235	\$50,750	\$581,824
ER-HSA Expense	\$162,000	\$20,500	\$89,279
Impact of Variance - Increase/(Decrease) in Costs			
Increase in Employer costs due to Plan Design (Actuarial Value Adjustment)			\$92,636
Decrease in Employer costs due to change in Employer Contributions			(\$68,797)
Decrease in Employer costs due to change in ER-funded HSA contributions			(\$93,221)
Estimated Annual Differential in Memorial Villages Police Department (Net) Annual Medical Cost and Benchmark			(\$69,382)

Financial Update



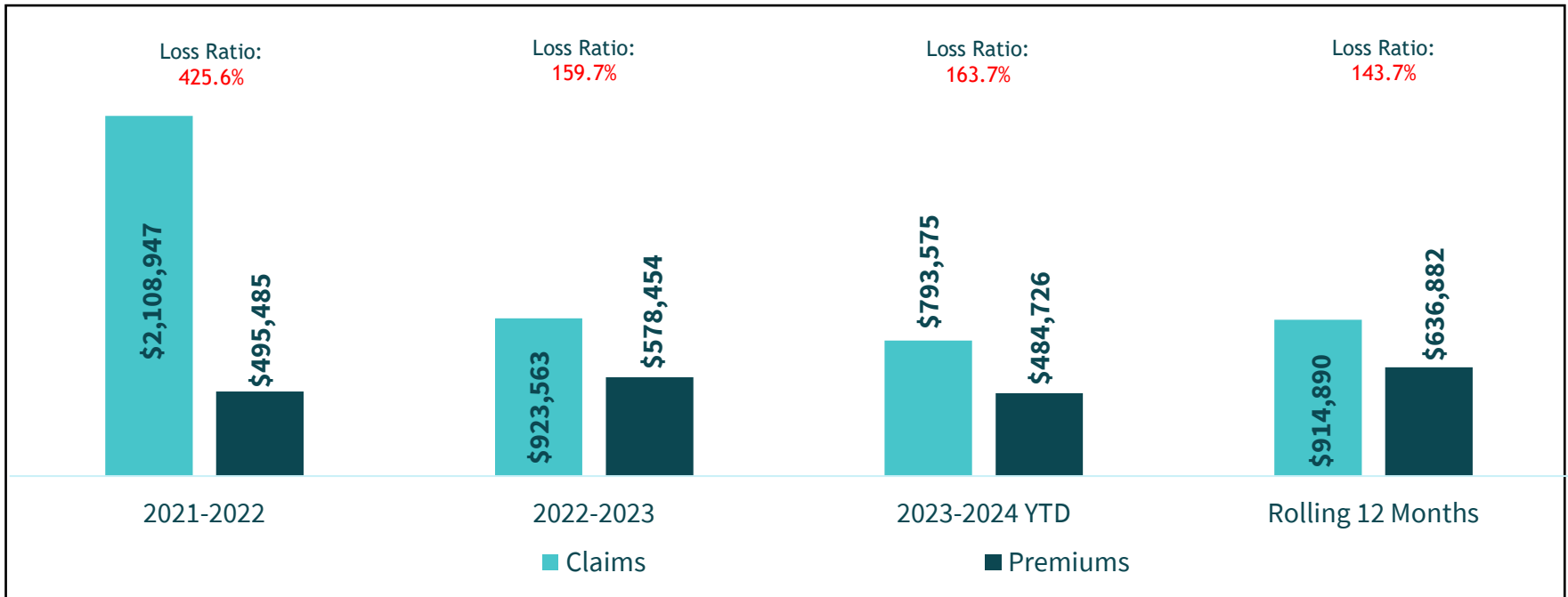


Summary - 2023 -2024 Medical/Rx Plan Performance

- ✓ The 2023-2024 YTD Medical/Rx plan is running at a **163.7%** loss ratio through the end of December 2023 when comparing total paid claims of **\$793,575** to premiums of **\$484,726**. In comparison, the 2022-2023 plan year ran at a **159.7%** loss ratio when comparing total paid claims of **\$923,563** to premiums of **\$578,454**.
- ✓ On a rolling 12-month basis (Jan 2023 through Dec 2023) the plan is running at a **143.7%** loss ratio. The prior rolling 12 months (Jan 2022 through Dec 2022) ran at a **364.7%** loss ratio.
- ✓ The 2023-2024 pharmacy claims through December total **\$233,367** represents **29.4%** of the total claims spend.
- ✓ There are currently **five (5) HCCs over \$50,000** through December 2023 with total claims of **\$540,343**. The #1 top claimant makes up **40% (\$319,153)** of the total claims with a single Live Birth and End Stage Renal Disease.
- The 2023-2024 YTD average headcount is 61 vs 60 for 2022-2023. This is a 2% increase in headcount from the prior year.
- The 2023-2024 YTD total Medical/Rx paid claims PEPM is \$1,437.64 vs \$1,275.64 for 2022-2023. Overall, this is a 13% increase in total Medical/RX paid claims PEPM.
- The 2023-2024 YTD total premium PEPM is currently \$878.13 vs \$798.97 for 2022-2023. There is a 10% increase in premiums PEPM from the prior year.



Summary - Historical Plan Performance



	Average Enrollment	Claims PEPM	Premiums PEPM
2021-2022	60	\$2,941.35	\$691.05
2022-2023	60	\$1,275.64	\$798.97
2023-2024 YTD	61	\$1,437.64	\$878.13
Rolling 12 Months	61	\$1,246.44	\$867.69



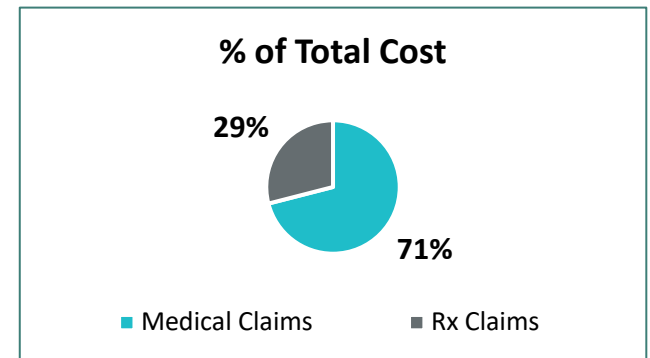
2023-2024 YTD Monthly Experience

April 1, 2023 - December 31, 2024, Medical/Rx Claims Analysis

Month	Single Subscribers	Family Subscribers	Total Subscribers	Medical Claims Paid	Rx Claims Paid	Total Claims Paid (Medical & Rx)	Premiums	Loss Ratio
Apr-23	31	31	62	\$2,371	\$410	\$2,781	\$54,963	5.1%
May-23	31	31	62	\$28,586	\$17,853	\$46,439	\$54,963	84.5%
Jun-23	32	30	62	\$229,935	\$24,421	\$254,356	\$53,945	471.5%
Jul-23	32	31	63	\$48,481	\$17,199	\$65,680	\$55,456	118.4%
Aug-23	31	30	61	\$77,082	\$42,952	\$120,034	\$53,985	222.3%
Sep-23	30	30	60	\$61,257	\$34,863	\$96,120	\$53,491	179.7%
Oct-23	30	30	60	\$42,485	\$24,800	\$67,285	\$52,958	127.1%
Nov-23	32	29	61	\$40,900	\$54,091	\$94,992	\$52,483	181.0%
Dec-23	32	29	61	\$29,111	\$16,777	\$45,889	\$52,483	87.4%
YTD Total	281	271	552	\$560,208	\$233,367	\$793,575	\$484,726	163.7%
YTD PEPM				\$1,014.87	\$422.77	\$1,437.64	\$878.13	

OBSERVATIONS

- Year-to-date the plan is running at a 163.7% loss ratio
 - Medical claims: 71% of total paid claims
 - Pharmacy claims: 29% of total paid claims





2023-2024 Plan Year to Date Large Claimants

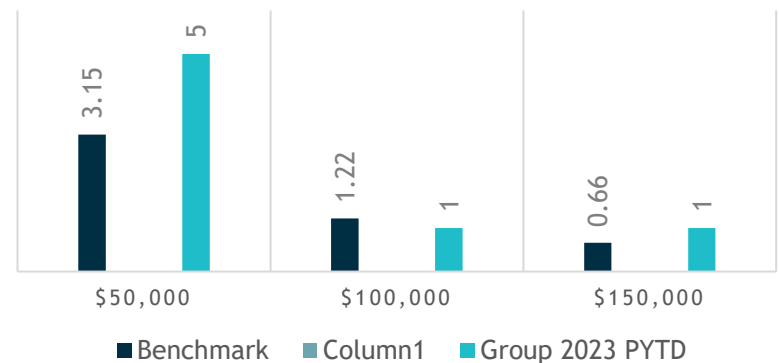
April 1, 2023 - March 31, 2024

Large Claimants Over \$20,000

Claimant	Primary Diagnosis	Age	Gender	Relationship	Plan	Status	Medical	Pharmacy	Total Medical/Rx Paid Claims
Claimant 1	N18 - Chronic renal failure	2	Male	Dependent Child	MTBCP010H	Active	\$310,898	\$8,255	\$319,153
Claimant 2	L40 - Psoriasis	56	Male	Spouse	MTBCP010H	Termed	\$10,388	\$49,788	\$60,176
Claimant 3	K51 - Ulcerative colitis	39	Female	Subscriber	MTBCP010H	Active	\$16,165	\$41,734	\$57,898
Claimant 4	M79 - Other soft tissue disorders, not elsewhere classified	46	Male	Subscriber	MTBCP010H	Active	\$2,685	\$49,083	\$51,768
Claimant 5	Z00 - General examination and investigation of persons without complaint and reported diagnosis	32	Male	Subscriber	MTBCP010H	Active	\$184	\$51,163	\$51,347
Total							\$340,320	\$200,023	\$540,343

- Large claims make up 68% of total paid claims.
- High-Cost claimant #1 makes up 40% (\$319,153) of the total claims with a single Live Birth and End Stage Renal Disease.
- Rx claims (for HCC #2 - #5) accounted for 24% (\$191,768) of the total paid claims.
- High-Cost Claimants #1, 3, 4, 5 are on-going claimants

Expected Large Claimants (50 - 99 life group)





Monthly Financial Reporting - Rolling 12

Rolling 12 Months Medical/Rx Claims Analysis

Month	Single Subscribers	Family Subscribers	Total Subscribers	Total Claims Paid (Medical & Rx)	Premiums	Loss Ratio
Jan-23	31	29	60	\$38,971	\$51,407	75.8%
Feb-23	35	26	61	\$35,245	\$49,866	70.7%
Mar-23	34	27	61	\$47,099	\$50,883	92.6%
Apr-23	31	31	62	\$2,781	\$54,963	5.1%
May-23	31	31	62	\$46,439	\$54,963	84.5%
Jun-23	32	30	62	\$254,356	\$53,945	471.5%
Jul-23	32	31	63	\$65,680	\$55,456	118.4%
Aug-23	31	30	61	\$120,034	\$53,985	222.3%
Sep-23	30	30	60	\$96,120	\$53,491	179.7%
Oct-23	30	30	60	\$67,285	\$52,958	127.1%
Nov-23	32	29	61	\$94,992	\$52,483	181.0%
Dec-23	32	29	61	\$45,889	\$52,483	87.4%
Rolling 12 Total	381	353	734	\$914,890	\$636,882	143.7%
Rolling 12 PEPM				\$1,246.44	\$867.69	

OBSERVATIONS

- Year-to-date the plan is running at a 143.7% loss ratio
 - Medical claims and pharmacy claims are combined to show Total Claims Paid with prior carrier UHC from January 2023 - March 2023.
 - Medical claims and pharmacy claims are combined to show Total Claims Paid with current carrier BCBSTX from April 2023 - December 2023.



Monthly - Prior Plan Annual Experience - 2022-2023

April 1, 2022 - March 31, 2023 Medical/Rx Claims Analysis

Month	Single Subscribers	Family Subscribers	Total Subscribers	Total Claims Paid (Medical & Rx)	Premiums	Loss Ratio
Apr-22	32	28	60	\$27,147	\$48,002	56.6%
May-22	32	28	60	\$61,739	\$48,002	128.6%
Jun-22	32	27	59	\$101,563	\$47,142	215.4%
Jul-22	31	28	59	\$74,149	\$47,524	156.0%
Aug-22	34	28	62	\$114,210	\$48,957	233.3%
Sep-22	35	26	61	\$114,217	\$46,473	245.8%
Oct-22	34	26	60	\$176,477	\$46,616	378.6%
Nov-22	33	27	60	\$77,561	\$47,858	162.1%
Dec-22	32	29	61	\$55,185	\$50,342	109.6%
Jan-23	31	29	60	\$38,971	\$49,864	78.2%
Feb-23	35	26	61	\$35,245	\$48,336	72.9%
Mar-23	34	27	61	\$47,099	\$49,339	95.5%
YTD Total	395	329	724	\$923,563	\$578,454	159.7%
YTD PEPM				\$1,275.64	\$798.97	

OBSERVATIONS

- The prior plan annual experience ran at a 159.7% loss ratio
 - Medical claims and pharmacy claims are combined to show Total Claims Paid with prior carrier, UHC.



Monthly - Prior Plan Large Claimants - 2022-2023

April 22, 2022 - March 31, 2023

Large Claimants Over \$50,000

Claimant	Primary Diagnosis	Total Medical/Rx Paid Clams
Claimant 1	Single Live Birth, End Stage Renal Disease	\$114,994
Total		\$114,994

OBSERVATIONS

- The prior plan year ran at a 159.7% loss ratio

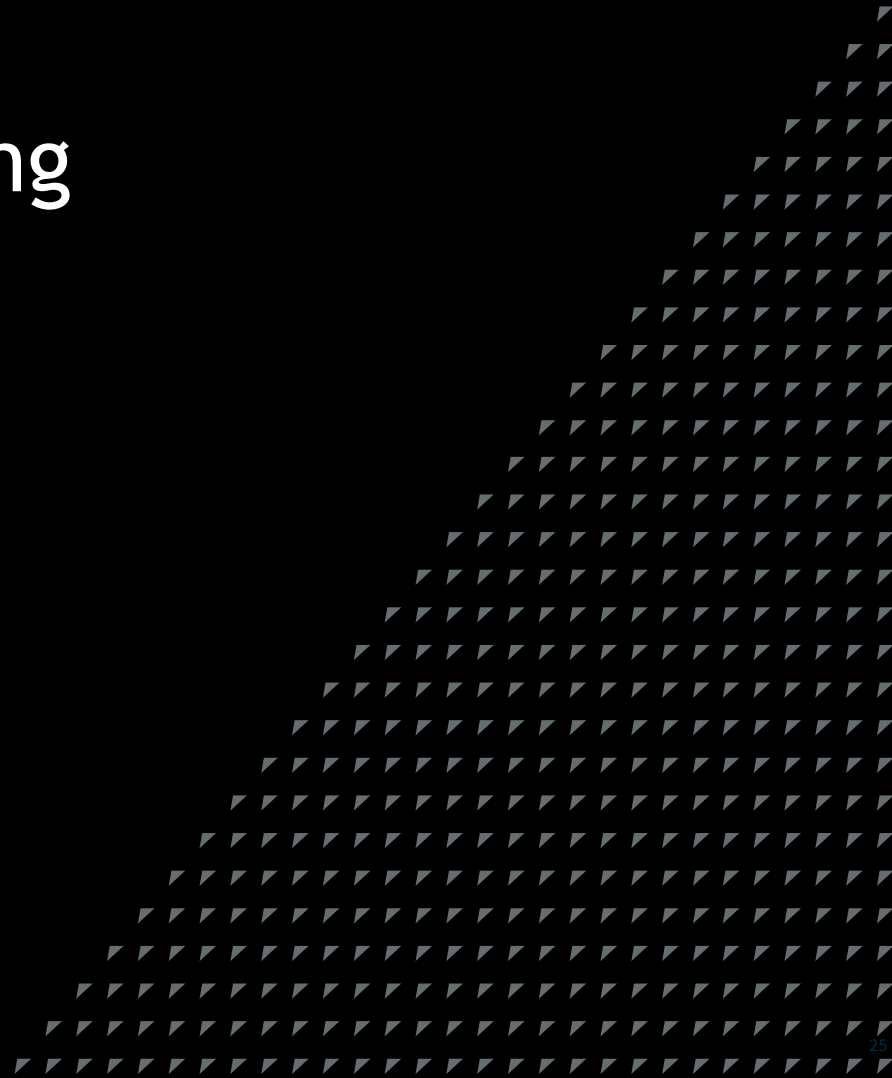


Medical/Rx Summary - Pharmacy Overview

TOP 15 PRESCRIPTIONS

Drug Name	Class	Specialty/ Non-Specialty	RX Count	Utilizing Members	Ingredient Cost
SKYRIZI INJ 150mg	Dermatologicals	Specialty	3	1	\$51,162.77
SKYRIZI PEN INJ 150MG	Dermatologicals	Specialty	5	1	\$48,940.23
Enbrel Srclk INJ 50MG	Analgesics Anti Inflammatory	Specialty	10	1	\$48,515.39
Simponi INJ 100MG	Analgesics Anti Inflammatory	Specialty	4	1	\$39,108.90
Mounjaro INJ 5MG	Antidiabetics	Specialty	11	1	\$7,994.25
Rybelsus TAB 7MG	Antidiabetics	Non-Specialty	7	1	\$4,568.47
Ozempic INJ 8MG	Antidiabetics	Non-Specialty	5	1	\$4,495.39
Valganciclov Sol 50MG	Antivirals	Non-Specialty	6	1	\$4,205.28
Mycophenolat Sus 200MG	Assorted Classes	Non-Specialty	3	1	\$3,006.45
Tresiba Flex inj 200	Antidiabetics	Non-Specialty	3	1	\$2,883.38
Mesalamine TAB 1.2GM	Gastrointestinal Agents	Non-Specialty	3	1	\$2,194.18
Ozempic INJ 2MG	Antidiabetics	Non-Specialty	3	1	\$2,074.29
Claravis CAP 30MG	Dermatologicals	Non-Specialty	3	1	\$1,608.33
Ozempic NJ 4MG	Antidiabetics	Non-Specialty	2	1	\$1,062.77
Varenicline TAB 0.5X1MG	Psychotherapeutic & Neurological Agents	Non-Specialty	2	2	\$1,024.98

Renewals and Marketing





Marketing Results

Memorial Villages Police Department - Plan Year: April 2024 - March 2025

Carriers Invited to Bid

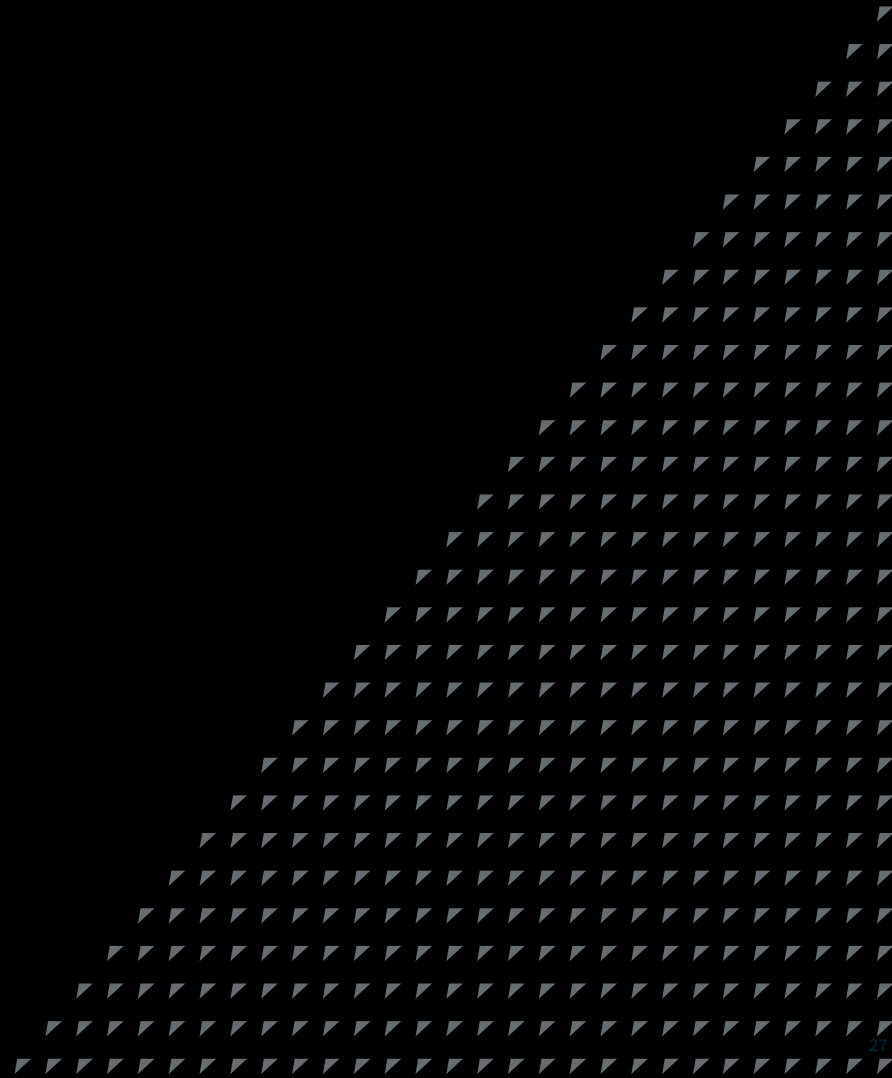
PLAN TYPE	QUOTE STATUS	*CARRIER RATING	NOTES / COMMENTS
MEDICAL			
BlueCross BlueShield of Texas	Presented	A	Current, Renewal & Alternates are included in our analysis Cannot submit sealed bids in small group segment Uncompetitive rates Uncompetitive rates Declined to quote (no reasoning provided) Ineligible industry Uncompetitive rates due to current/potential ongoing large claims (+52.6% over current)
Aetna Group	Declined	A	
CIGNA Group	Declined	A	
Memorial Hermann (Apex)	Declined	B++	
IEBP/TML	Declined	N/A	
Trustmark Insurance Company	Declined	A-	
United HealthCare Insurance Company	Declined	A	
DENTAL			
BlueCross BlueShield of Texas	Presented	A	Current & Renewal are included in our analysis Cannot submit sealed bids in small group segment Cannot match current benefits based on the group size Uncompetitive rates Uncompetitive rates Does not submit sealed bids in small group segment Included in our analysis Uncompetitive rates based on medical carrier bundling discounts No response to RFP or follow ups Uncompetitive rates No response to RFP or follow ups Not included in our analysis, failed to submit a sealed bid Ineligible industry No response to RFP or follow ups Uncompetitive rates Uncompetitive rates Uncompetitive rates Uncompetitive rates Uncompetitive rates Uncompetitive rates Cannot submit sealed bids in small group segment
Aetna Group	Declined	A	
AFLAC	Declined	A+	
Ameritas Group	Declined	A	
CIGNA Group	Declined	A	
Delta Dental Insurance Company	Declined	A	
Dental Select	Presented	A++	
Equitable	Declined	A	
FCL	Declined	A+	
Guardian Life	Declined	A++	
Lincoln Financial Group	Declined	A+	
MetLife Inc	Quoted	A+	
Mutual of Omaha Insurance Company	Declined	A+	
Pacific Life	Declined	A+	
Principal Financial Group Inc	Declined	A+	
Reliance Standard Life Insurance Company	Declined	A++	
Standard Insurance Group	Declined	A	
Sun Life Financial Group	Declined	A+	
United Concordia Companies Inc	Declined	A	
United HealthCare Insurance Company	Declined	A	
Unum Group	Declined	A	

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant typically rely upon rating agencies for this type of market analysis. A.M. Best has been an industry leader in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

*Alliant's standard protocol is to only place coverage with carriers with no less than an "A-" rating from A.M. Best. However, where Alliant determines that it is prudent to consider coverage with a lower rated carrier, the financial rating of the carrier is to be disclosed to the client. Should Alliant become aware of a carrier's rating dropping below "A-" mid-policy period we will review and advise you of the situation and consider if an alternative carrier can be reasonably provided prior to renewal.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com.

MEDICAL





Medical Renewal - Current vs BCBS Alternate 1

BENEFITS	CURRENT / RENEWAL		RENEWAL ALTERNATE 1
Carrier	BCBS TX		BCBS TX
Network	Blue Choice		Blue Choice
Plan Type	MTBCP010H		MTBCP005H
Plan Name	HDHP w/H.S.A.		HDHP w/H.S.A.
Plan Accumulations	Calendar Year		Calendar Year
Deductible	Embedded		Embedded
OOP Maximum	Embedded		Embedded
IN-NETWORK	CURRENT	RENEWAL	
Deductible - Individual Family	\$4,500 / \$10,000	\$4,500 / \$9,000	\$3,500 / \$7,000
OOP Maximum - Individual Family		\$6,900 / \$13,800	\$5,000 / \$10,000
Coinsurance		80%	80%
Office Visit - PCP Specialist		80% after deductible	80% after deductible
Office Visit - Virtual Visits		\$48 copay, applied to the deductible	\$48 copay, applied to the deductible
Inpatient Hospital - Copay Coins.		80% after deductible	80% after deductible
Outpatient Surgery		80% after deductible	80% after deductible
Emergency Room - Copay Coins.		80% after In-Network deductible	80% after In-Network deductible
Urgent Care		80% after deductible	80% after deductible
Advanced Image (CT Scan, MRI, PET, etc)		80% after deductible	80% after deductible
Diagnostic X-ray & Lab-Independent Facility		80% after deductible	80% after deductible
Therapy Services (Phy/Sp/Occ) Limitations		80% after deductible Max 35 combined visits per year	80% after deductible Max 35 combined visits per year
OUT-OF-NETWORK			
Deductible - Individual Family		\$9,000 / \$20,000	\$7,000 / \$14,000
OOP Maximum - Individual Family		Unlimited / Unlimited	Unlimited / Unlimited
Coinsurance		60%	60%
ADDITIONAL BENEFITS / NOTES			
H S A Admin fees		Not Included	Not Included

COSTS	CURRENT / RENEWAL			RENEWAL ALTERNATE 1
Funding	Fully Insured			Fully Insured
Rate Guarantee	Renews 4/1/2024	1 Year	1 Year	1 Year
ENROLLMENT / RATES	CURRENT	RENEWAL	NEGOTIATED RENEWAL	PROPOSED
Employee	32	\$493.39	\$588.40	\$550.60
Employee & Spouse	7	\$1,026.69	\$1,224.35	\$1,145.69
Employee & Child(ren)	7	\$977.64	\$1,165.86	\$1,090.96
Employee & Family	15	\$1,510.95	\$1,801.86	\$1,686.11
ANNUAL PREMIUM	61			
Total Premium		\$629,796	\$751,058	\$702,809
\$ Change Over Current			\$121,262	\$73,012
% Change Over Current			19.3%	11.6%
				\$798,906
				\$169,110
				26.9%



Medical Renewal - Current vs BCBS Alternate 2

Memorial Villages Police Department - Plan Year: April 2024 - March 2025

Medical	CURRENT / RENEWAL			RENEWAL ALTERNATE 2	
BENEFITS	BCBS TX Blue Choice MTBCP010H HDHP w/H.S.A.			BCBS TX Blue Choice MTBCP014 PPO	
Carrier				MTBCP010H HDHP w/H.S.A.	MTBCP014 PPO
Network				Calendar Year Embedded Embedded	
Plan Type					
Plan Name					
Plan Accumulations					
Deductible					
OOP Maximum					
COINSURANCE					
Deductible - Individual Family	\$4,500 / \$10,000	\$6,900 / \$13,800	\$4,500 / \$9,000	\$4,500 / \$9,000	\$1,500 / \$4,500
OOP Maximum - Individual Family		80%		\$6,900 / \$13,800 80%	\$4,500 / \$13,500 80%
Coinsurance					\$35 / \$70 copays (Lab/X-Rays included under copays; add'l services, such as Office Surgery, 80% after deductible)
Office Visit - PCP Specialist		80% after deductible		80% after deductible	\$35 copay
Office Visit - Virtual Visits		\$48 copay, applied to the deductible		\$48 copay, applied to the deductible	\$35 copay
Inpatient Hospital - Copay Coins.		80% after deductible		80% after deductible	80% after deductible
Outpatient Surgery		80% after deductible		80% after deductible	80% after deductible
Emergency Room - Copay Coins.		80% after In-Network deductible		80% after In-Network deductible	\$500 copay (applies to the facility only), then 80% after In-Network deductible; Dr/All Other charges 80% after In-Network deductible (includes all add'l services for same day visit)
Urgent Care		80% after deductible		80% after deductible	\$75 copay (add'l services, such as Surgery, 80% after deductible)
Advanced Image (CT Scan, MRI, PET, etc)		80% after deductible		80% after deductible	80% after deductible
Diagnostic X-ray & Lab-Independent Facility		80% after deductible		80% after deductible	100%
Therapy Services (Phy/Sp/Occ) Limitations		80% after deductible Max 35 combined visits per year		80% after deductible Max 35 combined visits per year	80% after deductible Max 35 combined visits per year
OUT-OF-NETWORK					
Deductible - Individual Family	\$9,000 / \$20,000			\$9,000 / \$20,000	
OOP Maximum - Individual Family	Unlimited / Unlimited			Unlimited / Unlimited	
Coinsurance	60%			60%	
ADDITIONAL BENEFITS / NOTES					
HSA Admin fees	Not Included			Not Included	
COSTS	CURRENT / RENEWAL			RENEWAL ALTERNATE 2	
Funding	Fully Insured			Fully Insured	
Rate Guarantee	1 Year			1 Year	
ENROLLMENT / RATES	CURRENT	RENEWAL	NEGOTIATED RENEWAL	PROPOSED	
Employee	32	\$493.39	\$588.40	\$550.60	\$873.57
Employee & Spouse	7	\$1,026.69	\$1,224.35	\$1,145.69	\$1,817.72
Employee & Child(ren)	7	\$977.64	\$1,165.86	\$1,090.96	\$1,730.89
Employee & Family	15	\$1,510.95	\$1,801.86	\$1,686.11	\$2,675.14
ANNUAL PREMIUM	61				
Total Premium		\$629,796	\$751,058	\$702,809	\$106,134
\$ Change Over Current			\$121,262	\$73,012	\$742,048
% Change Over Current			19.3%	11.6%	\$112,251 17.8%

Costs shown are based on projected headcounts*



Medical Renewal - Current vs BCBS Alternate 3

Memorial Villages Police Department - Plan Year: April 2024 - March 2025

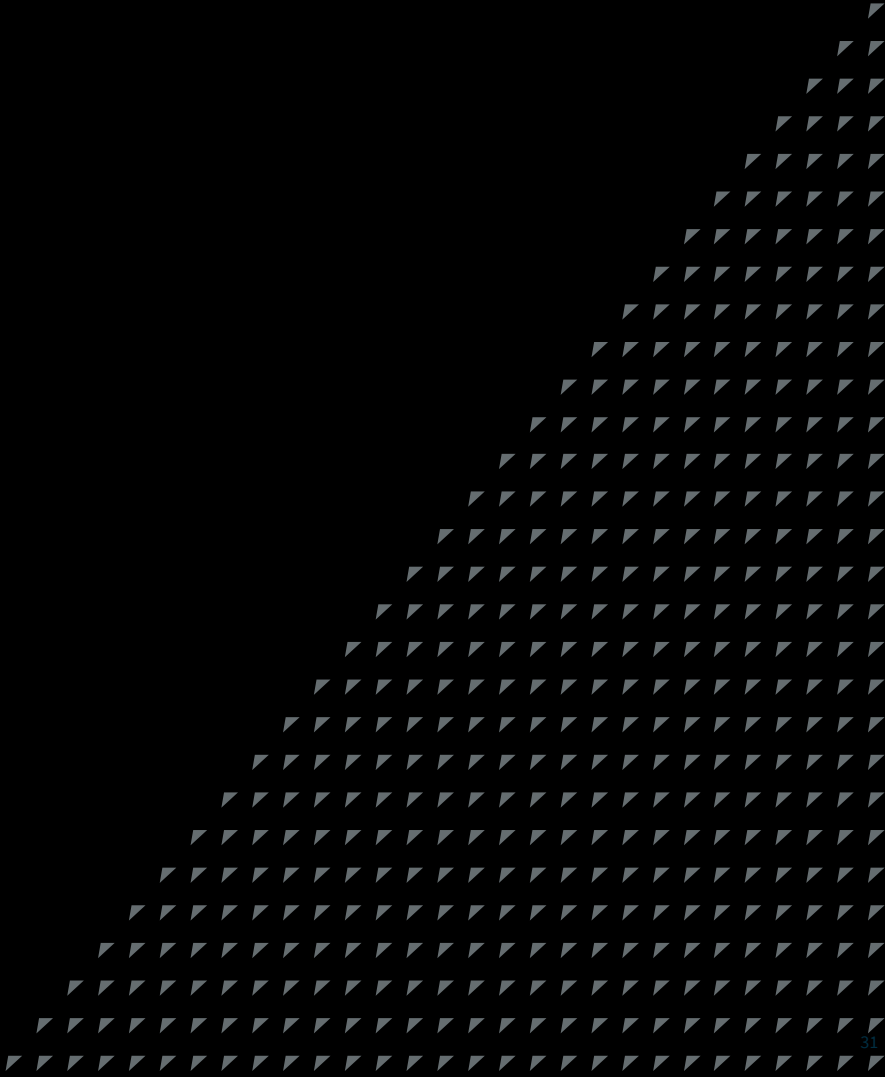
Medical	
BENEFITS	
Carrier	
Network	
Plan Type	
Plan Name	
Plan Accumulations	
Deductible	
OOP Maximum	
IN-NETWORK	
Deductible - Individual Family	
OOP Maximum - Individual Family	
Coinsurance	
Office Visit - PCP Specialist	
Office Visit - Virtual Visits	
Inpatient Hospital - Copay Coins.	
Outpatient Surgery	
Emergency Room - Copay Coins.	
Urgent Care	
Advanced Image (CT Scan, MRI, PET, etc)	
Diagnostic X-ray & Lab-Independent Facility	
Therapy Services (Phy/Sp/Occ) Limitations	
OUT-OF-NETWORK	
Deductible - Individual Family	
OOP Maximum - Individual Family	
Coinsurance	
ADDITIONAL BENEFITS / NOTES	
H S A Admin fees	
COSTS	
Funding	
Rate Guarantee	
ENROLLMENT / RATES	
Employee	32
Employee & Spouse	7
Employee & Child(ren)	7
Employee & Family	15
ANNUAL PREMIUM	61
Total Premium	
\$ Change Over Current	
% Change Over Current	

CURRENT / RENEWAL		
BCBS TX Blue Choice MTBCP010H HDHP w/H.S.A.		
Calendar Year Embedded Embedded		
CURRENT	RENEWAL	
\$4,500 / \$10,000	\$6,900 / \$13,800	\$4,500 / \$9,000
	80%	
	80% after deductible	
	\$48 copay, applied to the deductible	
	80% after deductible	
	80% after deductible	
	80% after In-Network deductible	
	80% after deductible	
	80% after deductible	
	80% after deductible	
	80% after deductible	
	Max 35 combined visits per year	
	\$9,000 / \$20,000	
	Unlimited / Unlimited	
	60%	
	Not Included	
CURRENT / RENEWAL		
Fully Insured		
Renews 4/1/2024	1 Year	1 Year
CURRENT	RENEWAL	NEGOTIATED RENEWAL
\$493.39	\$588.40	\$550.60
\$1,026.69	\$1,224.35	\$1,145.69
\$977.64	\$1,165.86	\$1,090.96
\$1,510.95	\$1,801.86	\$1,686.11
\$629,796	\$751,058	\$702,809
	\$121,262	\$73,012
	19.3%	11.6%

RENEWAL ALTERNATE 3		
BCBS TX Blue Choice		
MTBCP005H HDHP w/H.S.A.	Calendar Year Embedded Embedded	MTBCP014 PPO
\$3,500 / \$7,000		\$1,500 / \$4,500
\$5,000 / \$10,000		\$4,500 / \$13,500
80%		80%
80% after deductible		\$35 / \$70 copays (Lab/X-Rays included under copays; add'l services, such as Office Surgery, 80% after deductible)
\$48 copay, applied to the deductible		\$35 copay
80% after deductible		80% after deductible
80% after deductible		80% after deductible
80% after In-Network deductible		\$500 copay (applies to the facility only), then 80% after In-Network deductible; Dr/All Other charges 80% after In-Network deductible (includes all add'l services for same day visit)
80% after deductible		\$75 copay (add'l services, such as Surgery, 80% after deductible)
80% after deductible		80% after deductible
80% after deductible		100%
80% after deductible		80% after deductible
Max 35 combined visits per year		Max 35 combined visits per year
\$7,000 / \$14,000		\$3,000 / \$9,000
Unlimited / Unlimited		Unlimited / Unlimited
60%		60%
Not Included		N/A
RENEWAL ALTERNATE 3		
Fully Insured		
1 Year		
PROPOSED		
\$625.89		\$873.57
\$1,302.34		\$1,817.72
\$1,240.13		\$1,730.89
\$1,916.65		\$2,675.14
\$722,865		\$106,134
	\$828,998	
	\$199,202	
	31.6%	

Costs shown are based on projected headcounts*

DENTAL





Dental Renewal and Alternate Options

Memorial Villages Police Department - Plan Year: April 2024 - March 2025

Dental

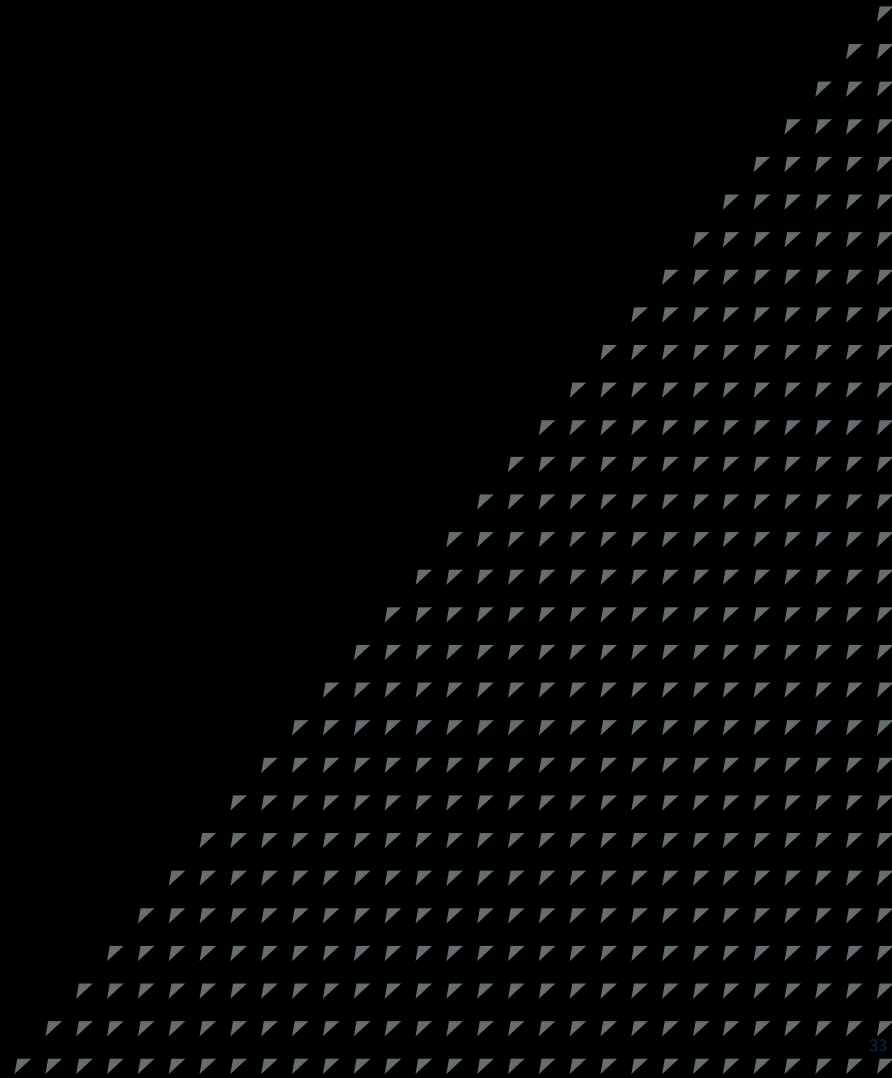
BENEFITS	CURRENT / RENEWAL	
Carrier	BCBS TX	
Plan Type	DPPO DTNHR33	BCBS TX
Plan Name	DPPO High Plan	DPPO DTNHRM41
Deductible Period	Calendar Year	Calendar Year
IN-NETWORK		
Deductible - Individual / Family	\$50 / \$150	\$25 / \$75
Deductible Waiver	Yes	Yes
Annual Maximum	\$1,500	\$750
Coins - Preventative / Basic / Major	100% / 80% / 50%	100% / 80% / N/A
Orthodontia Coins	50%	
Eligibility	Adult & Dependent Child up to age 19	Not Covered
Orthodontia Lifetime Max - Individual	\$1,500	N/A
OUT-OF-NETWORK		
Out of Network Percentile	90th%	MAC Plan
SERVICES		
Fillings	80%	80%
Endodontics	80%	Not Covered
Periodontics Non-Surgical	80%	Not Covered
Periodontics Surgical	80%	Not Covered
Complex Oral Surgery	80%	Not Covered
Crowns	50%	Not Covered
Dentures	50%	Not Covered
Late Entrant Waiting Period	None; beyond the new hire enrollment period, members may only enroll at the annual OE period (unless a qualifying Event)	
ADDITIONAL BENEFITS / NOTES		
Plan Maximum Rollover	N/A	N/A
Implants	50%	Not Covered
TMJ	Not Covered	Not Covered
Cleanings / Frequency	100% / 2 per year	100% / 2 per year
Exams / Frequency	100% / 2 per year	100% / 2 per year
Bitewings / Frequency	100% / 1 per year	100% / 1 per year
Complete Full Mouth/Panoramic X-Rays	100% / 1 per 60 months	100% / 1 per 60 months

ALTERNATE 1	
Dental Select DPPO High Plan	Dental Select DPPO Low Plan
Calendar Year	Calendar Year
\$50 / \$150	\$25 / \$75
Yes	Yes
\$1,500	\$750
100% / 80% / 50%	100% / 80% / N/A
50%	
Dependent Child Only up to age 19	Not Covered
\$1,500	N/A
90th%	MAB Plan
80%	80%
80%	Not Covered
80%	Not Covered
80%	Not Covered
80%	Not Covered
50%	Not Covered
50%	Not Covered
None; beyond the new hire enrollment period, members may only enroll at the annual OE period (unless a qualifying event)	
Includes MaxRewards Program*	Includes MaxRewards Program*
50%	Not Covered
Not Covered	Not Covered
100% / 2 per year	100% / 2 per year
100% / 2 per year	100% / 2 per year
100% / 2 per year	100% / 2 per year
100% / 1 per 36 months	100% / 1 per 36 months

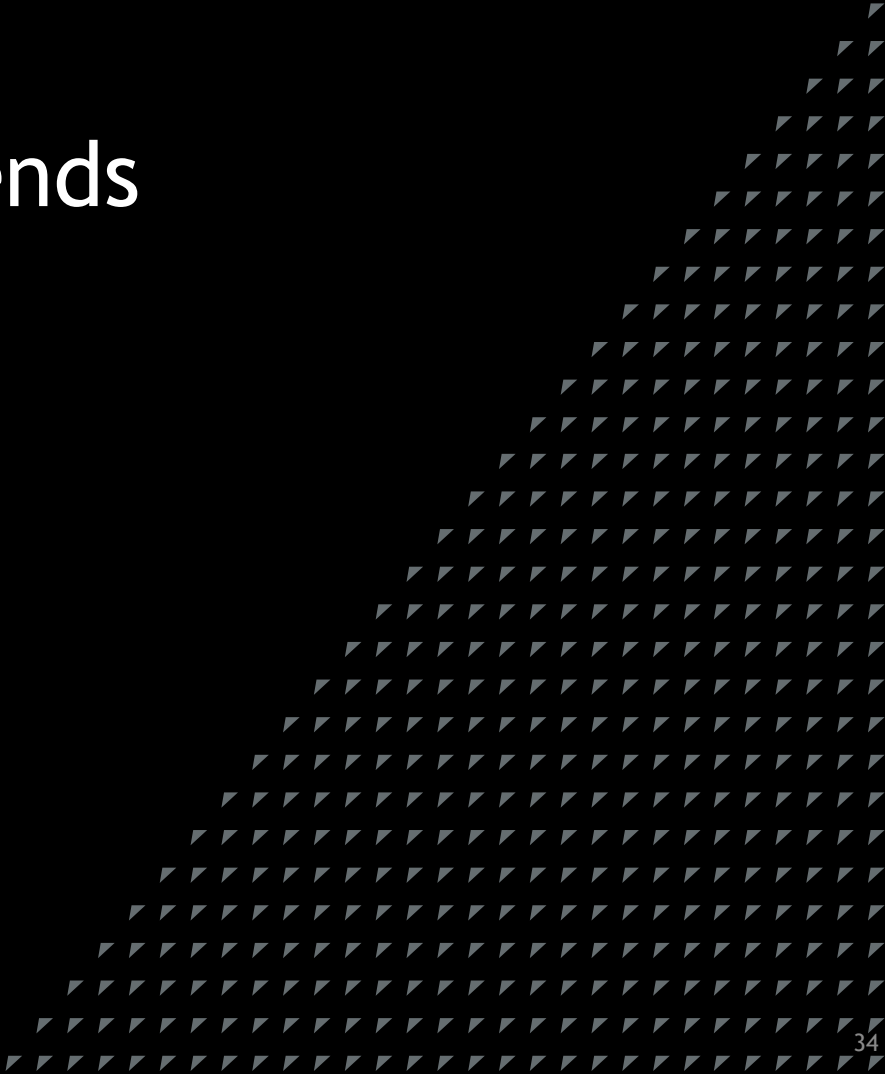
COSTS	CURRENT / RENEWAL			
Employer Paid or Voluntary	Contributory			
Participation Requirement	Expected same as current			
Funding	(minimum 75%, currently approx 89%)			
Rate Guarantee	Fully Insured			
	Renews 4/1/2024 / Renewal 1 Year Rate Pass			
ENROLLMENT / RATES	High Plan	Low Plan	CURRENT	RENEWAL
Employee	23	4	\$38.98	\$38.98
Employee & Spouse	5	1	\$77.93	\$77.93
Employee & Child(ren)	4	0	\$95.55	\$95.55
Employee & Family	15	4	\$147.50	\$147.50
PREMIUM BY PLAN	47	9		
Annual Premium by Plan			\$46,571	\$46,571
\$ Change Over Current			\$0	\$0
% Change Over Current			0.0%	0.0%
COMBINED ANNUAL PREMIUM			CURRENT	RENEWAL
Total Combined Premium			\$49,936	\$49,936
\$ Change Over Current			\$0	\$0
% Change Over Current			0.0%	0.0%

ALTERNATE 1	
Contributory	
Expected same as current	
(minimum 75% of all eligible must enroll)	
Fully Insured	
1 Year	
PROPOSED	
\$36.56	\$11.07
\$73.09	\$22.15
\$89.62	\$33.03
\$138.35	\$49.15
\$43,681	\$3,156
(\$2,890)	(\$209)
-6.2%	-6.2%
PROPOSED	
\$46,837	
(\$3,099)	
-6.2%	

Appendix



Prescription Drug Trends





Future of Specialty

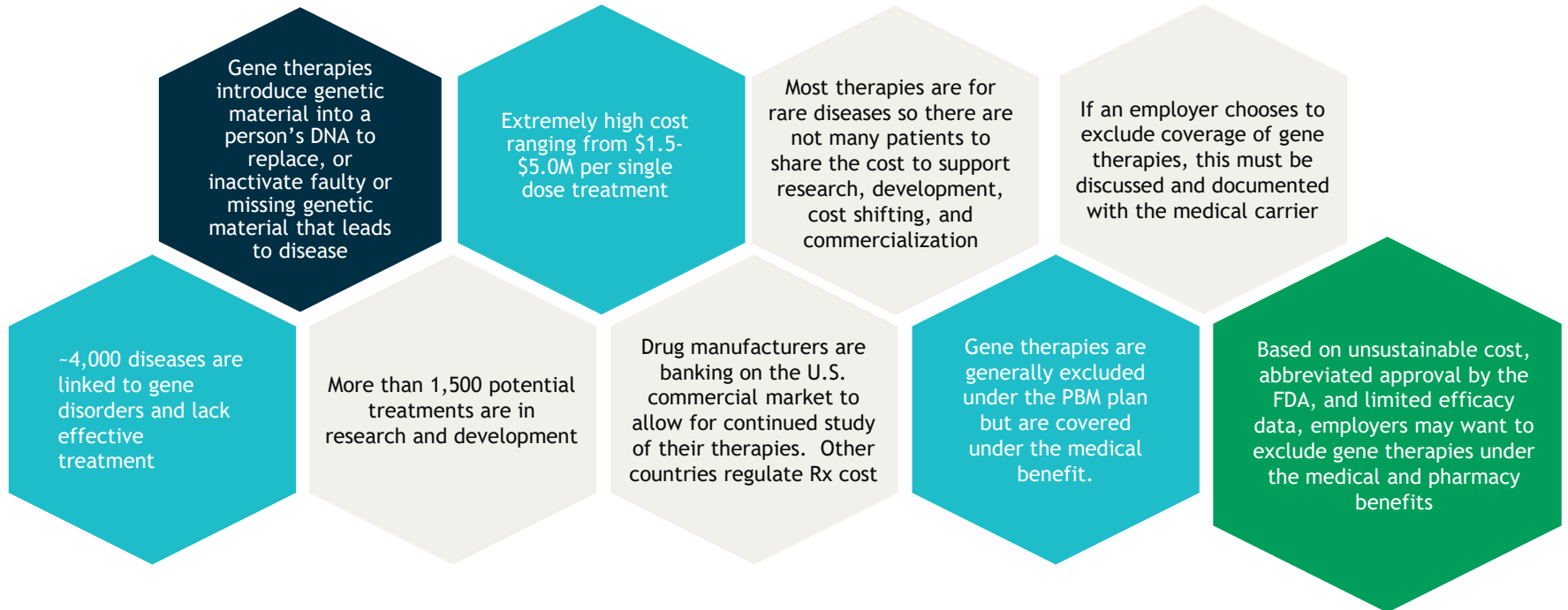
~4,000 diseases are linked to gene disorders and lack effective treatment

More than 1,500 potential treatments are in research and development

	Biosimilars	Cellular Therapies	Gene Therapies
Background	Biological products (produced by living cells) that is highly similar to, and has no clinically meaningful differences from, another biologic that's already FDA-approved (referred to as the reference product or original biologic)	Transfusion and infusion of human cells to replace or repair damaged tissue and/or cells. Today are all for the treatment of cancer	Introduction of genetic material into a person's DNA to replace or inactivate faulty or missing genetic material that leads to disease. These treat very rare diseases
Cost	<ul style="list-style-type: none"> Historically 10-20% less than the reference drug 	<ul style="list-style-type: none"> Range from \$400-\$500k per treatment 	<ul style="list-style-type: none"> \$1.5-\$5.0M per single dose treatment
Considerations	<ul style="list-style-type: none"> Biosimilars are not biologic generics How will PBMs cover, prefer and price? Will reference products be less expensive with rebate? Will biosimilars receive rebates or manufacturer discount program? Physician willingness to prescribe 	<ul style="list-style-type: none"> Therapies are expensive but we have good, long term data on their effectiveness Traditionally have been third or fourth line treatment, but in two, recent, large clinical trials were found to be more effective than the standard of care Due to cost and complexity to administer, often only available at centers of excellence 	<ul style="list-style-type: none"> Potential to be curative Costs are not included in budget rates because of rarity of targeted disease states Due to cost and complexity to administer, often only available at centers of excellence Current effectiveness trials are limited and sustainability of long term results is unknown Concerns with discrimination if clients elect not to cover, so have been priced at what the market will bear Do stop loss or specific gene therapy protection programs have an impact?
Alliant POV	Cover under medical and/or pharmacy as appropriate	Generally covered under medical and excluded under pharmacy	To date, consider not covering until we have longer term clinical study data around efficacy and durability of therapy
	Recommendation: continue to adopt coverage under medical and pharmacy with applicable utilization management	Recommendation: cover under medical with applicable utilization management	Recommendation: consider excluding coverage under medical and pharmacy



Gene Therapy Overview





Current FDA Approved Gene Therapies

Therapy Name	Disease or Condition	Prevalence	Estimated Cost	Administration and Dosing	Efficacy	Standard of Care
Zolgensma	Spinal muscular atrophy Type 1	450 to 500 infants born per year in the U.S.	\$2.1M	One-time single-dose intravenous (IV) infusion	Decreases symptoms and extends life of affected children, but is not a full cure	Rehabilitation, orthopedic care, nutritional care, pulmonary and acute care, medications, supplements, and immunizations
Luxturna	A rare form of blindness caused by inherited retinal disease	1,000-2,000 patients in the U.S.	\$850k	One-time single injection into the back of each eye that are 6 days apart	Helps to maintain vision in people with this disease	Nutritional supplements and supportive measures to maintain daily living (i.e., low vision rehabilitation, optical and nonoptical corrective interventions, etc.)
Zynteglo	Transfusion-dependent beta-thalassemia	1,000 patients in the U.S.	\$2.8M	One-time single-dose IV infusion Requires bone marrow stem cells from patient	Transfusion independence is the goal; clinical studies to date seem promising	Hematopoietic stem cell transplant or Reblozyl
Skysona	Cerebral Adrenoleukodystrophy (CALD)	About 40 cases per year in the U.S.	\$3.0M	One-time single-dose IV infusion Requires patient to undergo hematopoietic stem cell mobilization and apheresis	To be determined; small trial of 67 patients will be studied for 15 more years for continued safety and efficacy monitoring	Stem cell transplant, adrenal insufficiency treatment, medications, physical therapy
Hemgenix	Hemophilia B	1 in 40,000 patients (15% of patients with hemophilia)	\$3.5M	One-time single-dose IV infusion	Reduction in annualized bleeding rate and need for routine Factor replacement therapy	Factor replacement therapy



2023/2024 Key Gene Therapy Pipeline

Therapy Name	Disease or Condition	Prevalence	Estimated Cost	Potential Approval Decision	Efficacy	Standard of Care
Rocktavian	Hemophilia A	1 in 5,000 live male births, with wide variation in disease. About 20,000 in US	Unknown but expected to exceed \$1-\$2M	1H 2023	Unknown, pending results from clinical trials	Factor replacement therapy or Hemlibra
Upstaza	Aromatic L-amino acid decarboxylase deficiency	1-3 in 100,000 live newborns	Unknown but expected to exceed \$1-\$2M	2Q 2023	Unknown, pending results from clinical trials	No current treatment
Lovotibeglogene autotemcel	Sickle Cell Disease	Affects approximately 100,000 Americans. (1 out of every 365 Black or African-American births and 1 out of every 16,300 Hispanic-American births)	Unknown but expected to exceed \$1-\$2M	4Q 2023	Unknown, pending results from clinical trials	Treating symptoms, blood transfusions, in children a stem cell transplant
Fidanacogene elaparvec	Hemophilia B	5.3 cases per 100,000 male individuals, with 44% of those having severe disease.	Unknown but expected to exceed \$1-\$2M	2024	Unknown, pending results from clinical trials	Factor replacement therapy
Giroctocogene fitelparvec	Hemophilia A	1 in 5,000 live male births, with wide variation in disease. About 20,000 in US	Unknown but expected to exceed \$1-\$2M	2024	Unknown, pending results from clinical trials	Factor replacement therapy or Hemlibra



Gene Therapy: To Cover or Not to Cover

<p>Cost</p>	<ul style="list-style-type: none"> • Financial risk is growing and many employers do not have the ability to absorb these costs if a case arises • Costs are NOT currently built into client projections unless there is a known risk, as the prevalence rate for these therapies is too low to assume any utilization • Financial protection - stop loss or specific gene therapy protection programs (new to market solutions - i.e. Embarc, OptumRx Gene Therapy Risk Protection) should allow for a stop loss premium offset but the benefit of these programs is limited due to exclusion criteria
<p>Administrator Consideration</p>	<ul style="list-style-type: none"> • Carrier partner medical policies may strongly support coverage of gene therapies • Excluded should mean <u>excluded</u> - no matter who is in need or individual circumstances
<p>Employee / Public Relations</p>	<ul style="list-style-type: none"> • Can an employer “afford” to not cover an FDA approved therapy? • Can an employer answer why other high-cost therapies are covered and these are not?
<p>Compliance</p>	<ul style="list-style-type: none"> • Based on discussions at Alliant, compliance review has determined that excluding gene therapies is not a discrimination issue • There is not a mandate to cover these therapies



Disclosures

- Plans and rates presented are generally effective **April 1, 2023 - March 31, 2024.**
- Rates quoted assume current employee contribution levels and participation levels unless otherwise states. Final rates will be based upon final enrollment underwriting. Updated claims experience or other information may be required to finalize rates. If group demographics, enrollment levels or employer contributions change, rates may change or the quote may be withdrawn.
- In general, employees must be actively at work on the effective date of the plan. When implementing new coverage, employees who are not actively at work will not be covered under the plan until they return to active state. It may be possible to waive the actively at work provision upon approval of the carrier.
- This proposal should not be interpreted as inclusive of all plan provisions and limitations. For further details, refer to the insurance carrier proposals and carrier plan documents. Benefit coverage and eligibility provisions for fully insured health plans may vary from state to state, based on state mandates. Illustrated enrollment is based on the information provided (employee census, current premium statement and or carrier renewal).
- Coverage is not in effect until it is approved by the insurance carrier's underwriter.
- This proposal is for information purposes only and does not amend, extend or alter the policy in any way. Please refer to the policy form for completed coverage and exclusion information.
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- Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

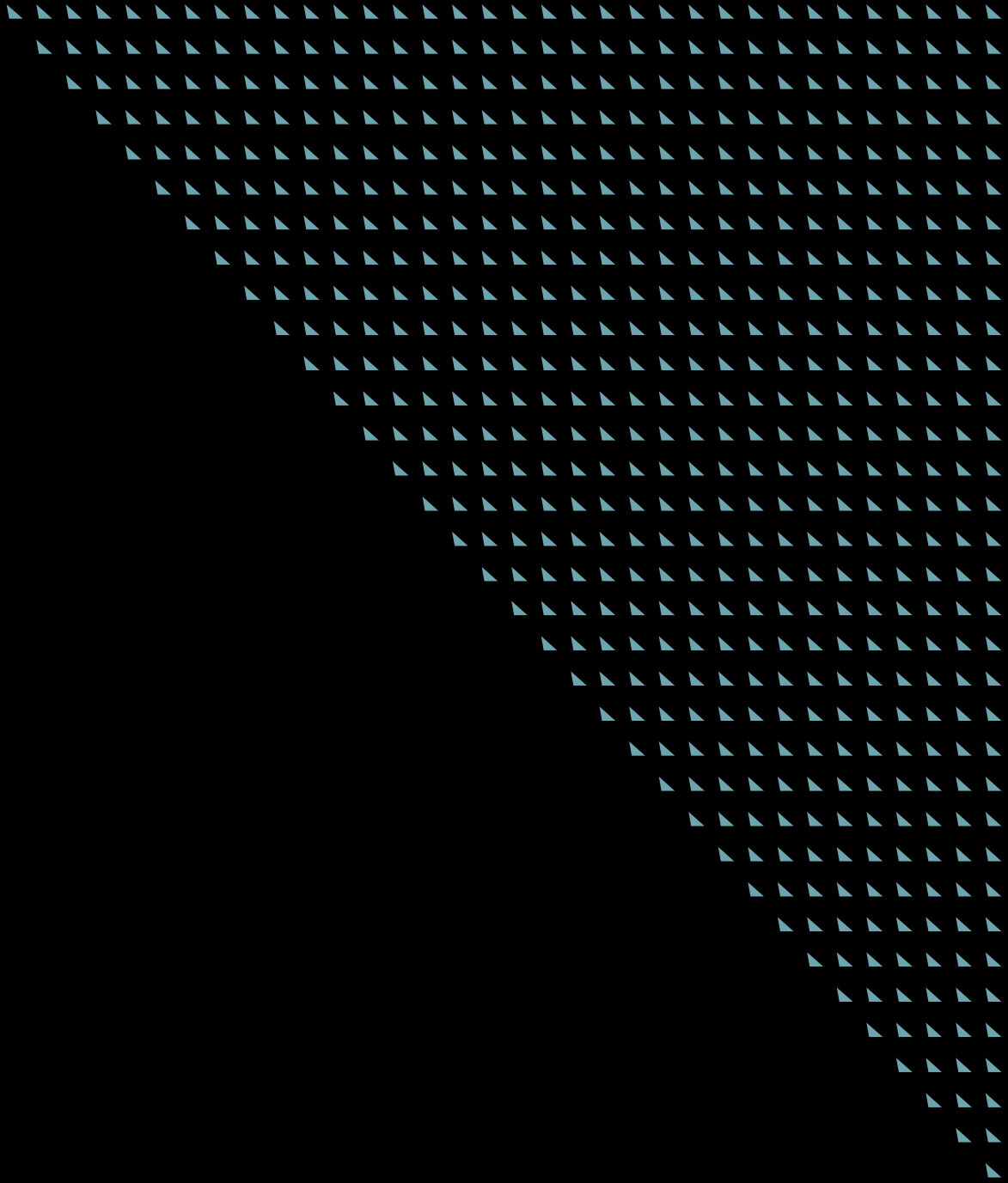


Disclosures

- A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.
- To learn more about companies doing business in your state, visit the Department of Insurance website of that state.

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- Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.
- The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.



Thank you

contact@alliant.com

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AGENDA REQUEST
City of Bunker Hill Village
City Council

Agenda Date: February 20, 2024
Agenda Item: IX
Subject: Village Fire Department Report
Exhibits: January Monthly Report
2023 Annual Report
Funding: N/A
Presenter(s): Chief Miller
Fire Commissioner Brown

Executive Summary

The Village Fire Department Report will include the following items:

- A. Update on Activities

Recommended Action

Staff recommends City Council receive the Village Fire Department Report.



Village Fire Department
 901 Corbindale Rd
 Houston, TX, 77024
 Phone# (713) 468-7941 Fax# (713) 468-5039

January 2024 Summary - All Cities

Call/Incident Type/Detail	Jan	Total YTD	Month	# of Incidents	Avg Resp Time
TOTAL	250	250	Jan	174	4:19
Allergic Reaction	2	2	Feb		
Automatic Aid	3	3	Mar		
Automatic Aid- Apartment Fire	13	13	Apr		
Automatic Aid- Building Fire	4	4	May		
Automatic Aid- Elevator Rescue	3	3	Jun		
Automatic Aid- Entrapment MVC	1	1	Jul		
Automatic Aid- Gas Leak	1	1	Aug		
Carbon Monoxide Detector No Symptoms	2	2	Sep		
Cardiac/Respiratory Arrest	1	1	Oct		
Check a Noxious Odor	2	2	Nov		
Check for the Smell of Natural Gas	2	2	Dec		
Check for the Smell of Smoke	2	2		174	4:19
Chest Pain	3	3			
Choking	1	1			
Diabetic Emergency	1	1			
Difficulty Breathing	9	9			
Elevator Rescue	1	1			
Fall Victim	10	10			
Fire Alarm Business	8	8			
Fire Alarm Church or School	10	10			
Fire Alarm Residence	36	36			
Gas Leak	3	3			
Heart Problems	8	8			
Heat/Cold Exposure	1	1			
Hemorrhage/Laceration	1	1			
House Fire	2	2			
Injured Party	4	4			
Medical Alarm	6	6			
Motor Vehicle Collision	23	23			
Object Down in Roadway	6	6			
Oven/Appliance Fire	1	1			
Overdose/Poisoning	1	1			
Possible D.O.S.	1	1			
Powerlines Down Arcing/Burning	3	3			
Pregnancy/ Childbirth	1	1			
Psychiatric Emergency	3	3			
Seizures	4	4			
Service Call Non-emergency	14	14			
Shooting/Stabbing	1	1			
Sick Call	21	21			
Smoke in Business	1	1			
Smoke in Residence	1	1			
Stroke	5	5			
Transformer Fire	3	3			
Traumatic Injury	1	1			
Unconscious Party/Syncope	14	14			
Unknown Medical Emergency	1	1			
Vehicle Fire	4	4			
Wash Down	1	1			



Village Fire Department
 901 Corbindale Rd
 Houston, TX, 77024
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January 2024 Summary - Bunker Hill

Call/Incident Type/Detail	Jan	Total YTD	Month	# of Incidents	Avg Resp Time
TOTAL	26	26	Jan	17	5:15
Check for Noxious Odor	1	1	Feb		
Check for the Smell of Natural Gas	2	2	Mar		
Fire Alarm Church or School	3	3	Apr		
Fire Alarm Residence	7	7	May		
Heart Problems	1	1	Jun		
Injured Party	1	1	Jul		
Motor Vehicle Collision	2	2	Aug		
Object Down in Roadway	1	1	Sep		
Seizures	1	1	Oct		
Service Call Non-emergency	2	2	Nov		
Sick Call	2	2	Dec		
Smoke in Residence	1	1			
Unconscious Party/Syncope	1	1			
Vehicle Fire	1	1			
				<hr/> 17	<hr/> 5:15



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 Houston, TX, 77024
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January 2024 Summary - Hedwig

Call/Incident Type/Detail	Jan	Total YTD	Month	# of Incidents	Avg Resp Time
TOTAL	47	47	Jan	45	2:58
Allergic Reaction	1	1	Feb		
Check for the Smell of Smoke	1	1	Mar		
Chest Pain	2	2	Apr		
Difficulty Breathing	3	3	May		
Elevator Rescue	1	1	Jun		
Fall Victim	2	2	Jul		
Fire Alarm Business	4	4	Aug		
Fire Alarm Church or School	1	1	Sep		
Fire Alarm Residence	1	1	Oct		
Heart Problems	2	2	Nov		
Heat/Cold Exposure	1	1	Dec		
Injured Party	2	2			
Medical Alarm	1	1			
Motor Vehicle Collision	7	7			
Oven/Appliance Fire	1	1			
Powerlines Down Arcing/Burning	1	1			
Psychiatric Emergency	2	2			
Shooting/Stabbing	1	1			
Sick Call	4	4			
Smoke in Business	1	1			
Unconscious Party/Syncope	6	6			
Vehicle Fire	1	1			
Wash Down	1	1			
				45	2:58



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January 2024 Summary - Hilshire

Call/Incident Type/Detail	Jan	Total YTD
TOTAL	4	4
Difficulty Breathing	1	1
Fall Victim	1	1
Fire Alarm Business	1	1
Stroke	1	1

Month	# of Incidents	Avg Resp Time
Jan	3	4:34
Feb		
Mar		
Apr		
May		
Jun		
Jul		
Aug		
Sep		
Oct		
Nov		
Dec		
<hr/>		
	3	4:34



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January 2024 Summary - Hunters Creek

Call/Incident Type/Detail	Jan	Total YTD	Month	# of Incidents	Avg Resp Time
TOTAL	52	52	Jan	40	5:03
Check a Noxious Odor	1	1	Feb		
Check for the Smell of Smoke	1	1	Mar		
Chest Pain	1	1	Apr		
Choking	1	1	May		
Diabetic Emergency	1	1	Jun		
Fall Victim	5	5	Jul		
Fire Alarm Business	2	2	Aug		
Fire Alarm Residence	13	13	Sep		
Heart Problems	1	1	Oct		
Injured Party	1	1	Nov		
Medical Alarm	3	3	Dec		
Motor Vehicle Collision	3	3		40	5:03
Object Down in Roadway	1	1			
Overdose/Poisoning	1	1			
Seizures	1	1			
Service Call Non-emergency	5	5			
Sick Call	5	5			
Stroke	1	1			
Transformer Fire	1	1			
Unconscious Party/Syncope	4	4			



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January 2024 Summary - Piney Point

Call/Incident Type/Detail	Jan	Total YTD
TOTAL	44	44
Difficulty Breathing	2	2
Fall Victim	1	1
Fire Alarm Church or School	5	5
Fire Alarm Residence	13	13
Gas Leak	3	3
Hemorrhage/Laceration	1	1
Medical Alarm	2	2
Motor Vehicle Collision	1	1
Object Down in Roadway	3	3
Possible D.O.S.	1	1
Powerlines Down Arcing/Burning	2	2
Service Call Non-emergency	4	4
Sick Call	2	2
Stroke	2	2
Transformer Fire	1	1
Traumatic Injury	1	1

Month	# of Incidents	Avg Resp Time
Jan	23	4:59
Feb		
Mar		
Apr		
May		
Jun		
Jul		
Aug		
Sep		
Oct		
Nov		
Dec		
	23	4:59



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January 2024 Summary - Spring Valley

Call/Incident Type/Detail	Jan	Total YTD	Month	# of Incidents	Avg Resp Time
TOTAL	49	49	Jan	46	4:17
Allergic Reaction	1	1	Feb		
Carbon Monoxide Detector No Symptoms	2	2	Mar		
Cardiac/Respiratory Arrest	1	1	Apr		
Difficulty Breathing	3	3	May		
Fall Victim	1	1	Jun		
Fire Alarm Business	1	1	Jul		
Fire Alarm Residence	2	2	Aug		
Heart Problems	4	4	Sep		
House Fire	2	2	Oct		
Motor Vehicle Collision	10	10	Nov		
Object Down in Roadway	1	1	Dec		
Pregnancy/ Childbirth	1	1			
Psychiatric Emergency	1	1			
Seizures	2	2			
Service Call Non-emergency	1	1			
Sick Call	8	8			
Transformer Fire	1	1			
Stroke	1	1			
Unconscious Party/Syncope	3	3			
Unknown Medical Emergency	1	1			
Vehicle Fire	2	2			
				<hr/>	<hr/>
				46	4:17



2023 ANNUAL REPORT

Village Fire Department



www.villagefire.org 
901 Corbindale Road 
Houston, TX 77024

Letter From Interim Fire Chief Miller

A DEPARTMENT IN TRANSITION:

2023 saw some significant changes. Upon the departure of Chief David Foster from his service with the department, I was appointed to the position of Interim Fire Chief in February 2023. The administrative staff, officers, department members, board of commissioners, and city officials were all professional and supportive in the transition of leadership and moving the department forward.

The first order of business was to familiarize myself with various ongoing projects. These included the purchase of two new ambulances, annex/tower roof project, main roof installation issue, upcoming Insurance Services Office (ISO) inspection, firefighter turnout gear replacement, and emergency accountability radio purchase. My administrative staff was excellent at acclimating me to my new role.

It was important for our city leaders to meet their fire department's new Interim Fire Chief, so I attended each city's council meeting and introduced myself. Having previously worked as Emergency Management Coordinator, I already had a working relationship with many of the villages' administrative staff and department heads. I met with them all and let them know I was looking forward to a productive professional relationship. I was overwhelmed at how much support was offered to my staff and me.

A needs assessment was conducted to determine what was working efficiently and where we could improve. Major items assessed were:



Letter From Interim Fire Chief Miller (cont.)

- day-to day operations
- dispatch center
- department guidelines, policies, & procedures
- job descriptions & staffing
- station & apparatus maintenance
- department budget & capital replacement plan
- Investments, contracts, & vendors
- banking & accounting
- HR/payroll system
- EMS billing

We evaluated the feasibility of relocating fire department dispatch operations to MVPD. The cost was submitted to the VFD Board of Commissioners and is still being considered as a possible option.

New firefighter turnout gear was purchased to replace existing gear that was determined to be manufactured with a carcinogen. In May the department accepted two new ambulances. Thanks to a generous donation, we were able to purchase \$10,000 of gym equipment to replace some old, worn pieces. With the assistance of a consultant, we were able to easily navigate an ISO survey earlier in the year, and I am happy to report that the department maintains its Class 1 rating.

One major challenge throughout the year was the multiple budget amendments that were required to fund the department for the remainder of 2023. The amendments addressed shortfalls within the original 2023 budget and provide a solid framework for responsible spending in 2023. Additionally, during the budget workshop process this year, the budget format was updated, and line items were reorganized for 2024 so that the budget presentation is transparent and easier to follow.

The department moved forward with several much-needed changes in vendors and processes. AT&T's emergency responder network, FirstNet, is now our new cell service provider with more dependable coverage, especially in times of disasters/emergencies when they will provide portable cell locations. In August, we contracted with a new EMS billing provider, Emergicon. We're very happy with their customer service and their user-friendly client platform. In the latter half of the year, we began the implementation of new accounting software as well as HR/payroll software for better efficiency.

Letter From Interim Fire Chief Miller (cont.)

Our annual Family Day event took place in October. Employees' families were invited to check out the station, eat good food, and participate in activities and fellowship. Service awards were also presented to employees and celebrated with everyone in attendance.

We acquired a drone, thanks to MVPD. We look forward to using it to assist emergency personnel, view disaster/damage from a safe distance, assist in search and rescue operations, aid in post-fire investigation, and assist with public relations projects.

These are just a few highlights from 2023 in our continued efforts to provide the best service to the citizens of the Memorial Villages. We consider it an honor to serve and look forward to having a wonderful 2024 as we continue to move forward.

A handwritten signature in black ink, appearing to read "Howard E. Miller, Jr.", written in a cursive style.

Howard E. Miller, Jr.
Interim Fire Chief

Our Mission

Our mission is to save lives, protect property, and serve our community with courage, commitment, and compassion.



Who We Serve

Village Fire Department proudly serves all six Memorial Villages: Bunker Hill, Hedwig, Hilshire, Hunters Creek, Piney Point, & Spring Valley. The department provides both fire and emergency medical services to a coverage area of over 9 square miles, with a residential population of over 20,000 people and a growing daytime population.

ISO Rating

The Insurance Service Office (ISO) rating is a classification of public fire protection services. This has a direct effect on insurance rates for residents and businesses in the community. Village Fire Department holds an ISO Class 1 rating, which is the best rating possible. VFD continues to evaluate all fire protection services to maintain the ISO Class 1 rating.



Highlights & Accomplishments



Training

- Live burn training completed
- Additional TCFP specialized certifications
- Higher TCFP certification levels
- Fire & EMS continuous training

Staff

- Fire Marshal Rusty Kattner retired
- Brian Croft promoted to Fire Marshal

Station

- Annex & training tower roof replacement completed
- Two new replacement ambulances delivered
- ISO evaluation - kept ISO Class 1 rating
- New gym equipment received thanks to generous donation

Community Risk Reduction

- Community CPR classes
- School visits
- Station tours

Upcoming Highlights

- Hire 3 additional firemedics January 2024
- Increase training opportunities
- Main building roof completion

Organization Chart

Board of Commissioners

Fire Chief

Admin

**Operations
A, B, & C Shift**

Prevention

Administrator

1 Deputy Chief per shift

Fire Marshal

**Administrative
Specialist**

2 Captains per shift

Communications

3 Operators per shift

4 Dispatchers

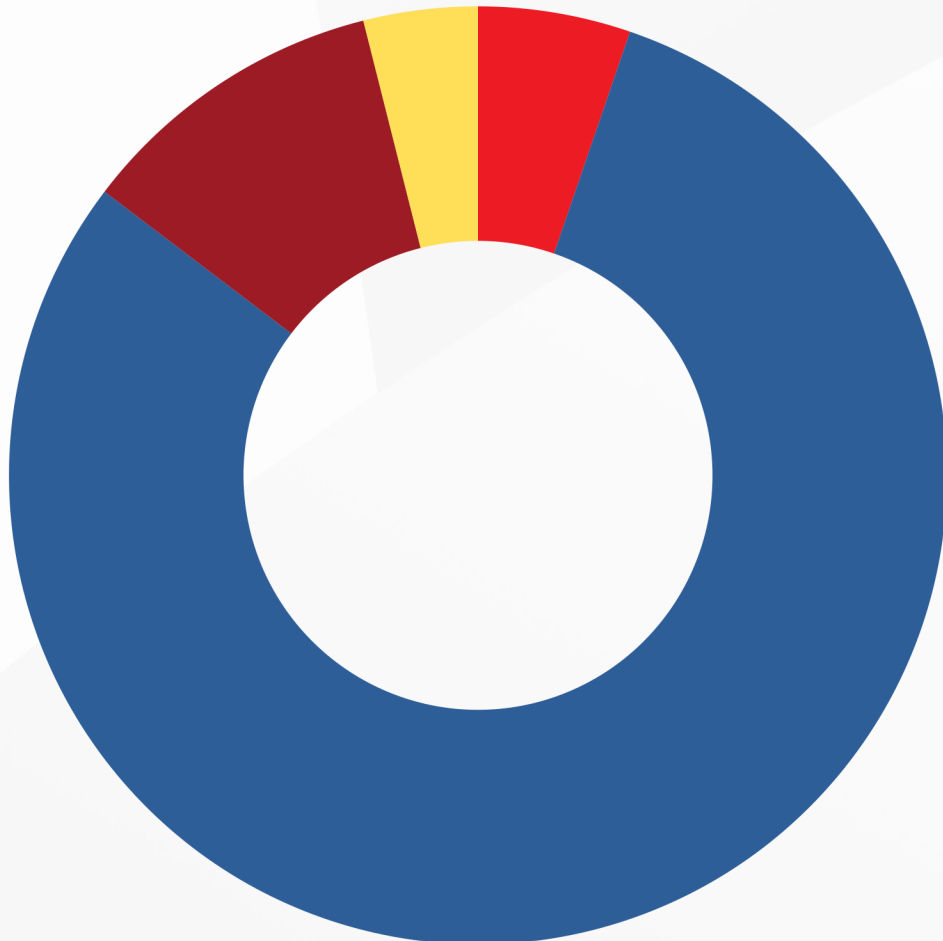
**Mix of 8 Firemedics &
Firefighters per shift**

**Total VFD
Positions: 50**

2023 Budget

2023 Amended Budget (Amendment 2023-05)

- Capital Expenditures \$ 507,810
- Personnel Expenditures \$ 7,737,862
- Operational Expenditures \$ 1,036,453
- Capital Replacement \$ 380,000



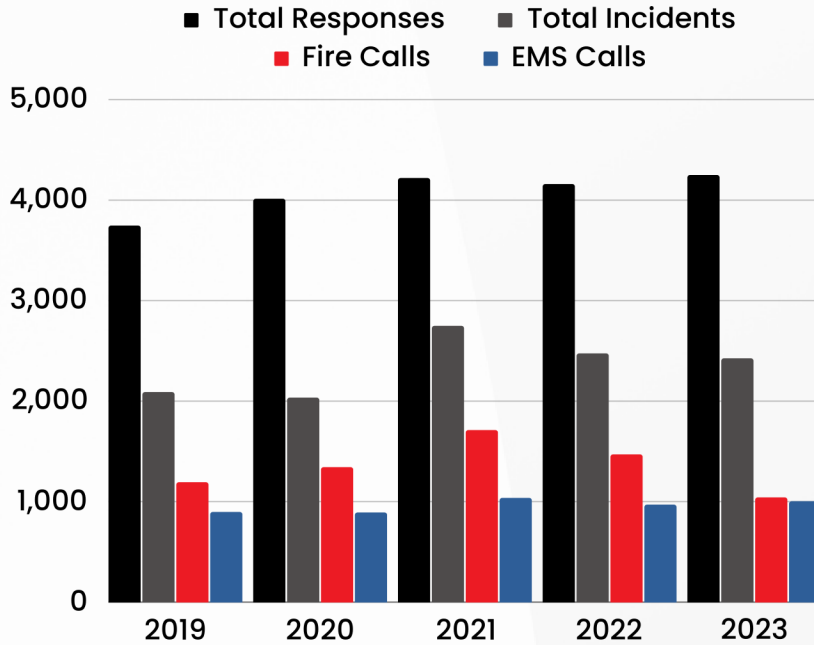
Financial Highlights

- 7% salary adjustment for most employees
- Major purchases
 - two new ambulances
 - annex & training tower roof repair/replacement
 - new CAD server
 - eight new portable radios
 - accountability software
 - new turnout gear

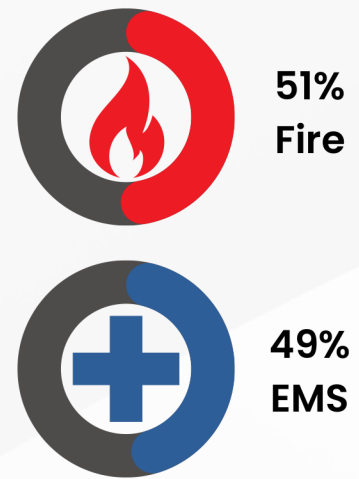


Responses & Incidents

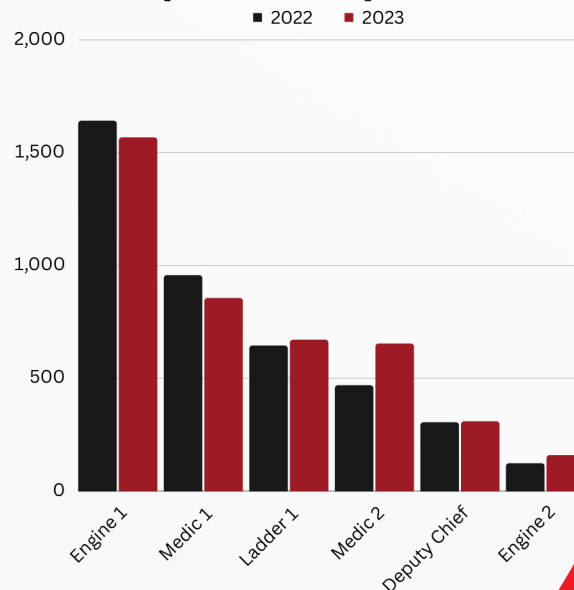
Responses, Incidents, & Call Type



2023 Call Types: Fire vs. EMS



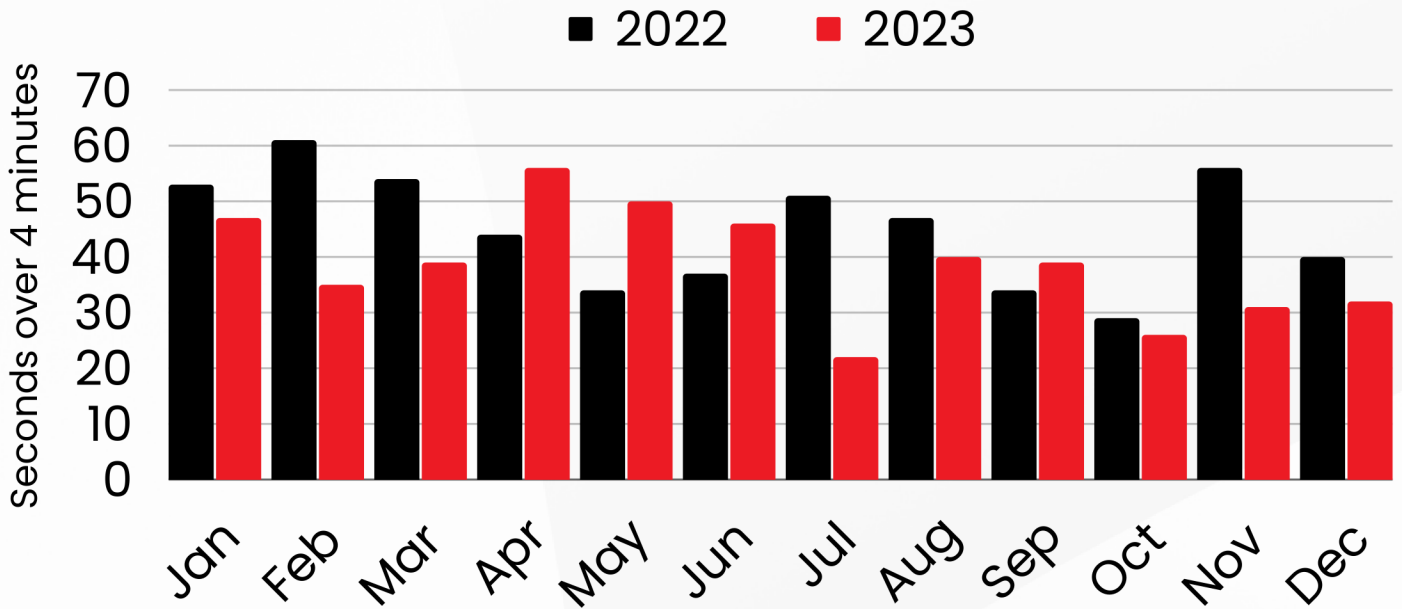
Responses by Truck



2023's total call volume was 2,426 incidents resulting in 4,250 responses.

An incident is one call. A response is counted each time a truck is sent to respond to a call. One incident may require two or more trucks resulting in more than one response per incident.

Average Response Time



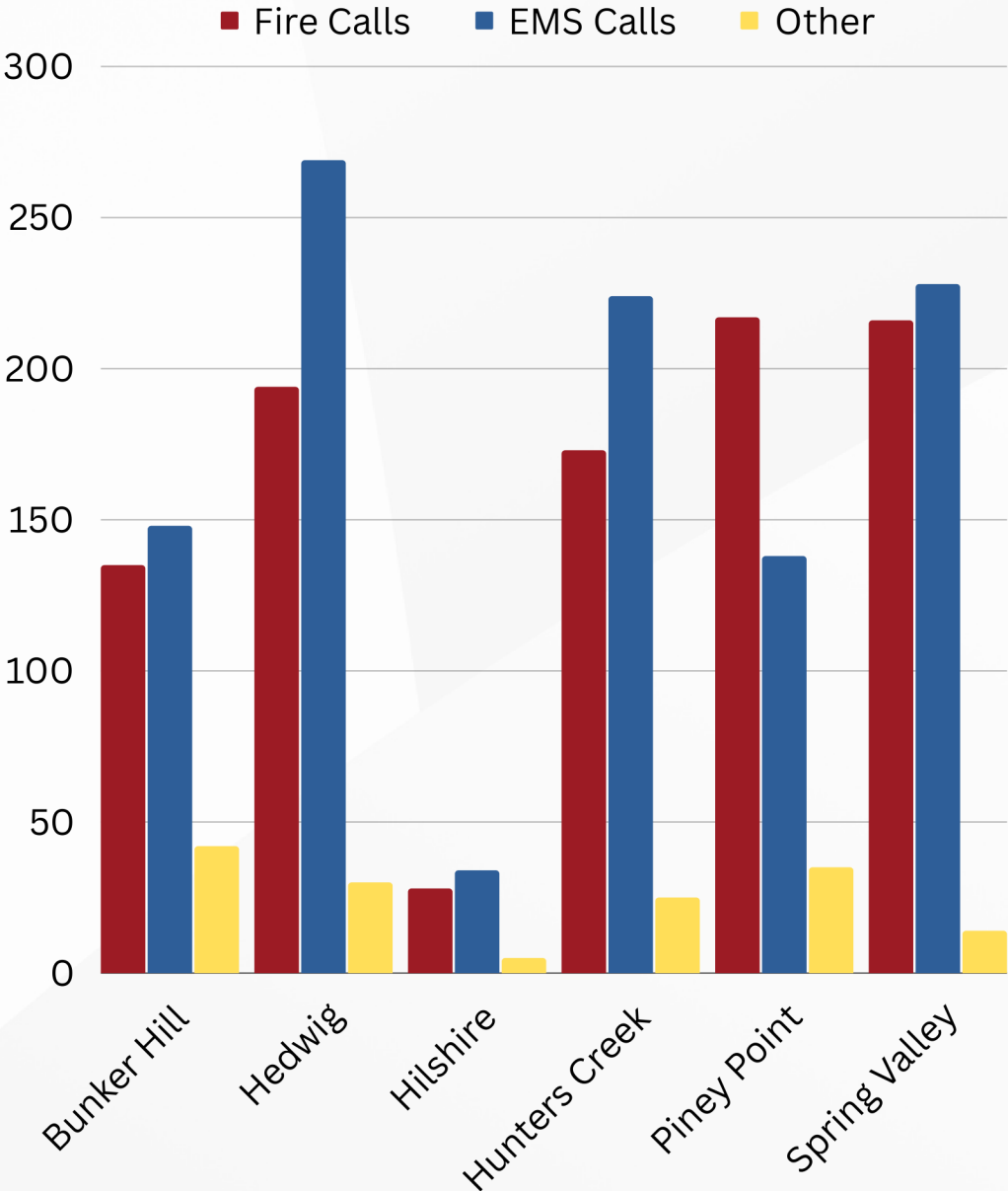
2022 Average Response Time:
4 minutes, 45 seconds

2023 Average Response Time:
4 minutes, 38 seconds



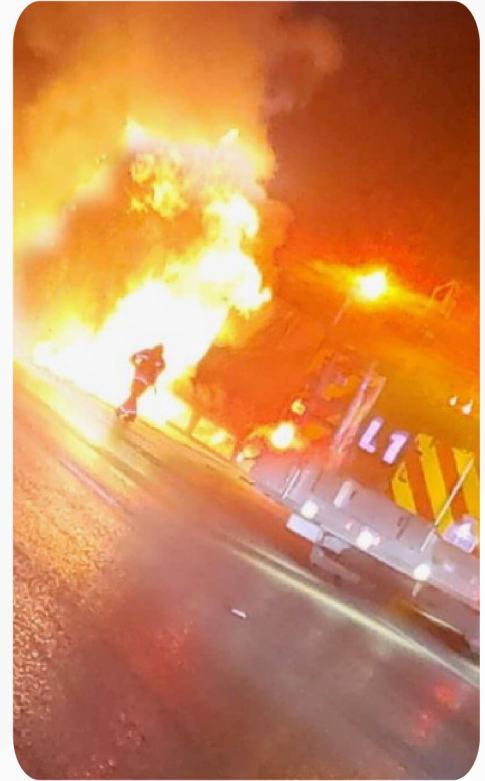
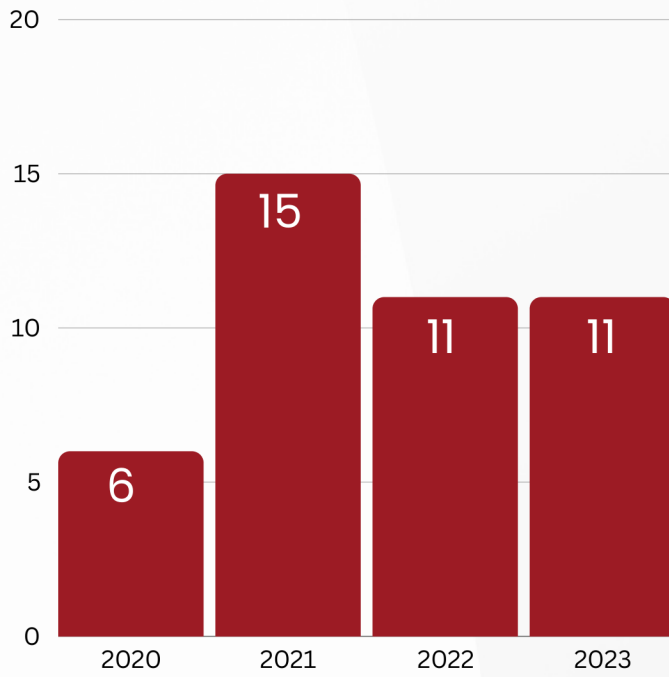
Call Types By Location

2023 Call Types by Location



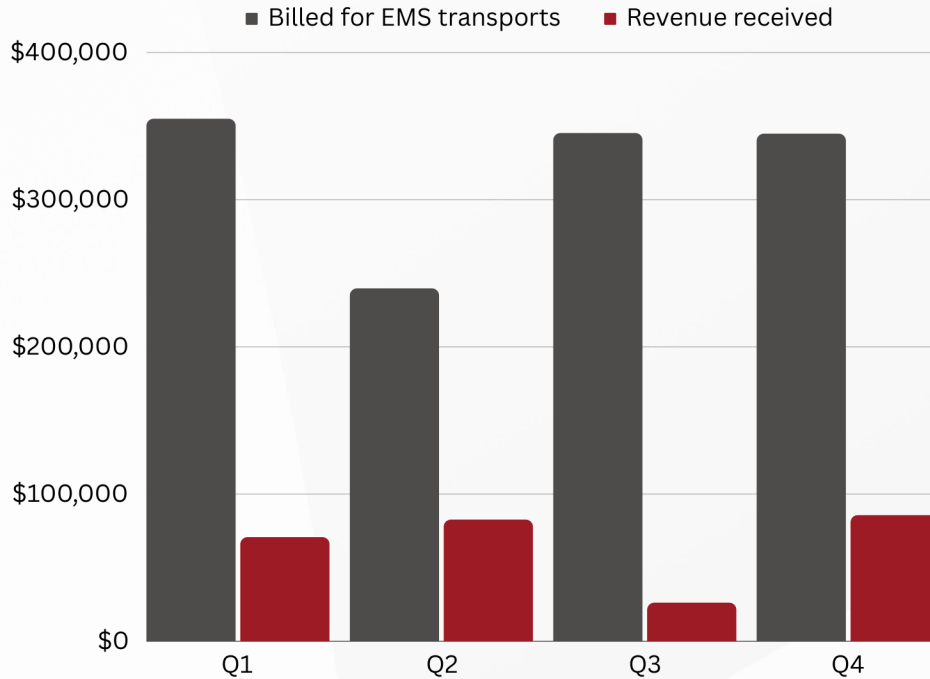
Fire

Structure Fires



EMS

2023 Quarterly EMS Funds



Note: EMS billing company changed on 8/1/2023 from ImageTrend to Emergicon

Total amount billed for EMS transports: **\$1,284,677.53**
Gross amount received for EMS transports: **\$265,247.56**



**Average response time to
EMS calls:**

**4 minutes,
25 seconds**

**...that's 32% FASTER than
the standard/base!**

Note: standard/base is
6 minutes, 30 seconds

Most Common Calls in 2023

Fire Type Calls

400 Fire Alarm Residence	21 Vehicle Fire
255 Motor Vehicle Collision (MVC)	18 Automatic Aid- Elevator Rescue
102 Automatic Aid- Apartment Fire	16 House Fire
66 Fire Alarm Business	13 Transformer Fire
64 Fire Alarm Church or School	12 Check for the Smell of Smoke
41 CO Detector No Symptoms	12 Automatic Aid
33 Check for the Smell of Natural Gas	12 Automatic Aid- High Rise Fire
31 Powerlines Down Arcing/Burning	12 Automatic Aid- House Fire
30 Automatic Aid- Building Fire	10 Elevator Rescue
29 Automatic Aid- Gas Leak	10 MVC with Entrapment
24 Gas Leak	8 Automatic Aid- Entrapment MVC

EMS Type Calls

177 Sick Call	25 Overdose/Poisoning
123 Fall Victim	23 Hemorrhage/Laceration
114 Unconscious Party/Syncope	18 Abdominal Pain
83 Difficulty Breathing	15 Allergic Reaction
72 Heart Problems	12 Diabetic Emergency
61 Chest Pain	11 Possible D.O.S.
57 Medical Alarm	9 Cardiac/Respiratory Arrest
37 Seizures	8 Back Pain
34 Unknown Medical Emergency	7 Choking
30 Psychiatric Emergency	7 Traumatic Injury
30 Stroke	5 Assault
29 Injured Party	5 Heat/Cold Exposure

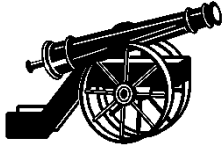
Other Type Calls

133 Service Call Non-emergency
24 Object Down in Roadway

END OF REPORT



Joey Gamez received
the St. Florian Award
October 15, 2023



AGENDA REQUEST
City of Bunker Hill Village
City Council

Agenda Date: February 20, 2024
Agenda Item: X
Subject: Mayor's Report
Exhibits: N/A
Funding: N/A
Presenter(s): Mayor Robert P. Lord

Executive Summary

The Mayor's Report will include the following:

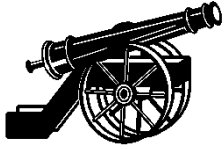
- A. Report on Activities and Upcoming Events
 - Mayors' Meetings

Recommended Action

Staff recommends that City Council receive the Mayor's Report

City of Bunker Hill Village 2024 Development Report

Month	Permits Issued <small>(excludes new construction, add., remodel)</small>				Inspections Performed <small>(includes re inspections)</small>		VFD Inspections	Total Permits Issued <small>(monthly)</small>
	Pre-Development Meetings	New Residential	Residential Addition	Residential Remodel				
<i>January</i>	15	61	1	3	2	204	5	67
<i>February</i>								0
<i>March</i>								0
<i>April</i>								0
<i>May</i>								0
<i>June</i>								0
<i>July</i>								0
<i>August</i>								0
<i>September</i>								0
<i>October</i>								0
<i>November</i>								0
<i>December</i>								0
YTD Total	15	61	1	3	2	204	5	



AGENDA REQUEST
City of Bunker Hill Village
City Council

Agenda Date:	February 20, 2024
Agenda Item:	XII
Subject:	Waterline Replacement Project
Exhibits:	Professional Services Contract
Funding:	\$149,320.00
Presenter(s):	Gerardo Barrera, City Administrator

Executive Summary

Under the American Rescue Plan Act of 2021, the Coronavirus Local Fiscal Recovery Fund (CLFRF) provided emergency funding for eligible local governments. The City of Bunker Hill Village qualified and received \$975,037.71 in funding. While the funds are restricted to certain activities, the proposed use will be towards necessary investments in infrastructure (i.e. water lines) for the City.

The City's 5-year Capital Improvement Plan (CIP) calls for the replacement of cast iron waterlines that have exceeded their service life and have begun to fail. Over the past year, Public Works crews have responded to multiple line breaks along Mayerling Rd (between Memorial and Wink Rd.), Rhett Dr., and Tara Dr. that have resulted in water service interruptions for a lengthy period while the repairs are made. Staff has identified these water lines as a priority for replacement.

Staff requested and received a proposal from the City's Water/Wastewater On-Call Engineer, Langford Engineering, for pre-construction services for the replacement of approximately 5,600 linear feet of water line. Engineering services include but are not limited to; survey, design, bid phase, construction management, materials testing, and engineer of record services.

All services excluding construction are anticipated to take six (6) months to complete from the time of contract approval.

Recommended Action

Staff recommends that City Council approve a contract with Langford Engineering in the amount of \$149,320.00 for the waterline rehabilitation project.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Bunker Hill Village (“Owner”)

and Langford Engineering, Inc. (“Engineer”)

Engineer agrees to provide the services described below to Owner for 2024 Waterline Rehabilitation along Mayerling & Tara Drive (“Project”).

Description of Engineer’s Services: In accordance with the attached “Scope of Proposed Work and Scope of Engineer’s Services”, engineering services related to rehabilitation of approximately 5,595 linear feet of existing waterline. The Project, as shown in the attached. Engineering Services includes surveying, construction plans and contract documents for soliciting Contractors to rehabilitate the waterlines along Mayerling Road and Tara Drive, construction materials testing and provide record drawings after the projects completion.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s

responsibilities as a licensed professional;
or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the

copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 149,320.00

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 12 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By: John K. Davis P.E.

Printed Name Susan B. Schwartz

Printed Name John K. Davis, P.E.

Title: Mayor Pro-Tem

Title: President

Date Signed: February 20, 2024

Date Signed: January 30, 2024

License or Certificate No. and State PE No. 60688/TX

Address for giving notices:

Address for giving notices:

City of Bunker Hill Village

Langford Engineering, Inc. (TBPE F-449)

11977 Memorial Drive

1080 W Sam Houston Pkwy N, Suite 200

Houston, TX 77024

Houston, TX 77043

LANGFORD ENGINEERING, INC.

City of Bunker Hill Village – Waterline Rehabilitation along Mayerling and Tara Drive

Scope of Proposed Work and Scope of Engineer’s Services

Scope of Proposed Construction Work

Waterline Rehabilitation along Mayerling and Tara Drive (along Mayerling Drive from the intersection of Memorial Drive to Wink Road and looping the waterlines along Longleaf Lane and Fidelia Court; along Plantation Road from the intersection of Memorial Drive to Rhett Drive and looping the waterline along Tara Drive - demolition and replacement of existing 2-inch, 4-inch, 6-inch and 8-inch waterlines through augered-hole construction, directional drilling and/or open cut construction, installation fire hydrants and valves and reconnection and reinstallation of water services where necessary.

The work described above will be completed under one (1) construction contracts.

Scope of Engineer’s Services

BASIC SERVICES

Preliminary Design Phase

- A. Engineer shall:
 - 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 - 2. Coordinate with Owner to obtain necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 - 3. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
 - 4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
 - 5. Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Owner within sixty (60) calendar days of authorization to proceed with this phase and review them with Owner.
- B. Engineer’s services under the Preliminary Design Phase will be considered complete on the date when the Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

Final Design Phase

- C. Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents.
 5. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of the Bidding Documents, a revised opinion of probable Construction Cost.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one (1)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

Bidding or Negotiating Phase

- E. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those

portions of the Work as to which such acceptability is required by the Bidding Documents.

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- F. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

Construction Phase

- G. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
 2. *Selecting Independent Testing Laboratory.* **Select and monitor** an independent testing laboratory to perform construction materials testing, if necessary.
 3. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 4. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 5. *Baselines and Benchmarks.* As appropriate, assist the Owner in establishing baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this

Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
7. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which

Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work,

Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 15. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
 - 16. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work", stating, generally, that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- H. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

City of Bunker Hill Village
Water Line Replacement at Mayerling and Tara Drive

Engineer's Preliminary Opinion of Probable Construction Cost

Item	Est. Qty	Unit	Description	Unit Cost	Total Cost
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Base Bid Items					
1	1	LS	Mobilization, Not to Exceed 5% of Base Bid	\$ 30,470.00	\$ 30,470.00
2	3617	LF	Furnish Materials, Labor and Equipment to Remove or abandon existing 2-Inch, 4-Inch and 6-Inch waterline, and Replace with 6" and 8" Waterline Open Cut and/or Directional Bore Construction and/or auger, All Depths Including But Not Limited to Replacing Existing Fittings, Cutting Existing Pipe, Transition Fittings, Thrust Blocking and Restrain Rods, Short Side or Long Side Water Service Replacement to existing meter as necessary, Provisions for Maintain Service to all Affected Meters, All Sizes, Complete in Place	\$ 90.00	\$ 325,530.00
3	1977	LF	Furnish Materials, Labor and Equipment to Remove, Dispose and Replace 8" Waterline, Open Cut and/or Directional Bore Construction, All Depths Including But Not Limited to Replacing Existing Fittings, Cutting Existing Pipe, Transition Fittings, Thrust Blocking and Restrain Rods, Short Side or Long Side Water Service Replacement/Reconnect as Necessary, Provisions for Maintain Service to all Affected Meters, All Sizes, Complete in Place	\$ 110.00	\$ 217,470.00
4	3	EA	Furnish and Install 6-Inch Fire Hydrant Asseemby (AWWA C-502), Including 6-Inch or 8-Inch Tee, 6-Inch Gate Valve and Box, Minimum 5-Foot Bury, Complete in Place	\$ 7,200.00	\$ 21,600.00
Supplement Items					
a.	75	CY	Extra Cement-Stabilized Sand Backfill, as Authorized by Engineer, Complete in Place	\$ 67.00	\$ 5,025.00
b.	75	CY	Extra Bank-Sand Bedding and/or Backfill, as Authorized by Engineer, Complete in Place	\$ 55.00	\$ 4,125.00
c.	75	CY	Extra Aggregate Bedding, as Authorized by Engineer, Complete in Place	\$ 70.00	\$ 5,250.00

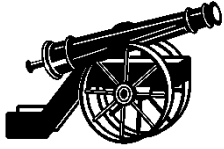
Sub-Total	\$ 609,470.00
10% Contingency	\$ 60,947.00
Engineering, Surveying and Materials Testing	\$ 149,320.00
<i>(includes 6% Contingency)</i> Total	\$ 819,800.00

The proposal provided includes the following:

1. Surveying – Through a 3rd party surveyor, To know the topography of land where this project will take place, the flowlines of the sanitary and storm sewer in the area. This will also confirm where the easements for these waterlines are located to make sure that everything is in correct location legally.
2. Design – Once the survey is provided, LEI will create construction plans for these waterlines. LEI will provide these to the City of Bunker Hill Village for review and approval and to TCEQ for approval. Once this is complete, LEI will provide an updated cost estimate for this project construction cost.
3. Bidding – LEI will then create construction contract and bid the project. Following all the bidding regulations for state and federal, especially for the federal grants you mentioned, and present bids to Bunker Hill Village for review and approval. Once approved, LEI will reach out to the low bidder to get the necessary bonds and insurance necessary to provide CBHV and CBHV’s legal review and approval. Once approved, will get the contractor’s signatures on the contract, and give to CBHV for city council approval and signature.
4. Construction Phase Services – LEI will manage the contract on behalf of the CBHV. Including review all submittals, process any pay estimates, change orders, and time extensions. Issue the work order, and certificate of completion.
5. Observation of Construction - LEI will inspect the contractor as this project progresses. LEI is estimating that this project will take 90 calendar days with 4 hours a day of inspection. LEI will also schedule the inspection to once the construction is completed.
6. Record Drawings – LEI will provide record drawings to include all contractor markups for the Bunker Hill’s and LEI records. LEI will also provide records for submittals and pay estimates and the bidding process to adhere to federal grant processes and audits.
7. Construction Materials Testing – Through a 3rd party, provide construction materials testing such as compaction density tests, disinfection, and pressure testing on all new water lines.

Here is a cost breakdown of these tasks:

Project	CBHV Waterline Rehab at Mayerling and Tara Drive
Item	
Design	\$ 45,120.00
WL CPS	\$ 16,300.00
WL Observation	\$ 49,400.00
Record Drawings	\$ 3,500.00
Surveying	\$ 20,000.00
CMT	\$ 20,000.00
Grand Total	\$ 149,320.00



AGENDA REQUEST
City of Bunker Hill Village
City Council

Agenda Date:	February 20, 2024
Agenda Item:	XIII
Subject:	Cooperative Purchasing
Exhibits:	Resolution No. 02-20-2024A Agreements
Funding:	N/A
Presenter(s):	Gerardo Barrera, City Administrator

Executive Summary

The Interlocal Cooperation Act of the Texas Government Code is designed to increase the efficiency and effectiveness of local governments by authorizing them to contract with other governmental agencies or cooperative organizations for services and goods. The City has successfully executed interlocal agreements in the past with Harris County and Houston Galveston Area Council (HGAC) for various purchasing needs.

Membership in a purchasing cooperative offers the following benefits:

- Access to competitively procured contracts with quality vendors that meet state and federal bid requirements
- Savings of time and financial resources necessary to fulfill bid requirements
- Assistance throughout the purchasing process by qualified cooperative staff

Staff is recommending approving the interlocal agreement with:

- General Services Administration Of The United States (GSA Advantage)
- Harris County Department of Education (Choice Partners)
- National Intergovernmental Purchasing Alliance Company Communities Program Management LLC (Omnia Partners)
- Region 8 Education Service Center (TIPS Purchasing Cooperative)
- Texas Comptroller of Public Accounts (TX Smart Buy)
- Sourcewell

All services are properly procured and meet all state purchasing requirements per Texas Local Government Code 252.

Recommended Action

Staff recommends that City Council approve Resolution No. 02-20-2024A authorizing the City to participate in the cooperative purchasing programs listed.

RESOLUTION NO. 02-20-2024A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, APPROVING INTERLOCAL AGREEMENTS WITH THE GENERAL SERVICES ADMINISTRATION OF THE UNITED STATES (GSA ADVANTAGE); HARRIS COUNTY DEPARTMENT OF EDUCATION (CHOICE PARTNERS NATIONAL COOPERATIVE); NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC (OMNIA PARTNERS); REGION 8 EDUCATION SERVICE CENTER (TIPS PURCHASING COOPERATIVE); TEXAS COMPTROLLER OF PUBLIC ACCOUNTS (TX SMART BUY); AND WITH SOURCEWELL (A MINNESOTA SERVICE COOPERATIVE) TO ALLOW THE CITY OF BUNKER HILL VILLAGE TO PARTICIPATE IN COOPERATIVE PURCHASING PROGRAMS; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND MAKING OTHER PROVISIONS RELATED THERETO.

* * * * *

WHEREAS, Chapter 252 of the Texas Government Code, requiring sealed bids for the municipal purchase of goods and services, does not apply to personal property sold by a political subdivision of this state, a state agency of this state, or an entity of the federal government, or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391 of the Texas Local Government Code; and

WHEREAS, Chapter 271 of the Texas Government Code provides that the City may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state; and

WHEREAS, Chapter 791 of the Texas Government Code provides that the City may enter into an interlocal agreement with another local government within this state to perform governmental functions, including the ability to purchase goods and services with one another; and

WHEREAS, upon full review and consideration of the Agreement and all related matters, the City Council finds that the City of Bunker Hill Village’s best interests are served, desires to approve the terms and conditions of the Agreement and to authorize the Mayor to execute the Agreement on behalf of the City of Bunker Hill Village.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, THAT:

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council, after review of the terms and conditions thereof, hereby approves the attached Interlocal Agreement for Purchasing between the City of Bunker Hill Village, Texas and;

GENERAL SERVICES ADMINISTRATION OF THE UNITED STATES (GSA ADVANTAGE);

HARRIS COUNTY DEPARTMENT OF EDUCATION (CHOICE PARTNERS NATIONAL COOPERATIVE);

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC (OMNIA PARTNERS);

REGION 8 EDUCATION SERVICE CENTER (TIPS PURCHASING COOPERATIVE)

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS (TX SMART BUY); AND

SOURCEWELL (A MINNESOTA SERVICE COOPERATIVE)

Section 3. The City Council authorizes the Mayor to execute the Agreement on behalf of the City of Bunker Hill Village and all other documents in connection therewith.

Section 4. This Resolution shall become effective immediately upon its passage.

RESOLVED this the 20th of February, 2024

Susan B. Schwartz, Mayor Pro-Tem

ATTEST:

Gerardo Barrera, City Administrator/ Acting City Secretary

Interlocal Agreement
between Harris County Department of Education
& _____

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

Preamble

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

General Terms and Conditions

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

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

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
 - By mutual written agreement of the Parties; or
 - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

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

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

Harris County Department of Education Attn: James Colbert, Jr. County School Superintendent 6300 Irvington Blvd. Houston, Texas 77022 713-694-6300	_____ ("LGE") Attn: _____ Title: _____ Address: _____ City, State, Zip: _____ Phone: _____ Email: _____
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15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

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

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

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

James Colbert, Jr.

Printed Name

County School Superintendent

Title

Date

Date

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

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



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and

that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a

Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC

Authorized Signature
Susan B. Schwartz

Name
Mayor Pro-Tem, City of Bunker Hill Village

Title and Agency Name
February 20, 2024

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity’s completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.9 Sourcewell’s Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

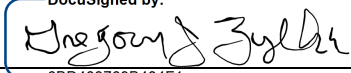
2.10 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

Sourcewell:


Participating Entity:

DocuSigned by:
By 
6BD483769B484F1...
Authorized Signature – Signed

By _____
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 8/19/2022 | 9:40 AM CDT

By _____
Name – Printed
Title _____
Date _____

DocuSigned by:
By 
8DEF5D6F08B140B...
Authorized Signature – Signed

By Sara Nagel
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 8/19/2022 | 10:35 AM CDT

Sourcewell Cooperative Purchasing Program Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing contracts and master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b), and any entity as defined in Art. VI of the Sourcewell Bylaws.

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program contracts and master agreements with awarded suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell programs and master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell contracts and master agreements, Participating Entity must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of master agreements directly with a supplier. Participating Entity will be responsible

for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity’s completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.9 Sourcewell’s Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

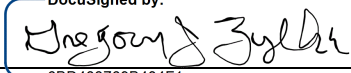
2.10 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

Sourcewell:


Participating Entity:

DocuSigned by:
By 
Authorized Signature – Signed

By _____
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 8/19/2022 | 9:40 AM CDT

By _____
Name – Printed
Title _____
Date _____

DocuSigned by:
By 
Authorized Signature – Signed

By Sara Nagel
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 8/19/2022 | 10:35 AM CDT

Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name* _____

Address* _____

City* _____

State Code* _____ Zip Code* _____

Country* _____

Employer Identification Number _____

Website _____

Contact person* (First, Last) _____

Job Title* _____

Email completed agreement to:
service@sourcewell-mn.gov

You may also mail the completed agreement to:

Sourcewell
 202 12th Street NE
 P.O. Box 219
 Staples, MN 56479

Job Role

- Administrator
- Department Head
- Department Purchaser
- Human Resources
- Procurement Officer
- Teacher
- Other

Department

- Administration
- Dining/Food Service
- Facilities/Operations
- Fleet/Transportation
- Human Resources
- Information Technology
- Parks, Recreation & Athletics
- Public Safety/Security
- Public Works/Utilities
- Purchasing & Finance

Email* _____

Phone* _____

Organization Type:

Government

- County
- Federal
- Municipality
- Province/Territory
- Special District
- State
- Township
- Tribal

Education

- Local Education Agency (Public K-12 and Pre-K)
- Private Local Education Agency (Private K-12)
- Private Higher Education
- Public Higher Education

Nonprofit

Documentation demonstrating nonprofit status is required when submitting application.

- Church
- Medical Facility
- Other

Referred by

- Advertisement
- Colleague/Friend
- Conference/Trade Show _____
- Supplier
- Search Engine/Web Search
- Sourcewell Employee

**Denotes required information*

**AN INTERLOCAL AGREEMENT Between
Region 8 Education Service Center and a
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)**

City of Bunker Hill Village
TEXAS PUBLIC ENTITY NAME

Control Number (TIPS will Assign)
Schools enter County-District Number

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the “Agreement”) is effective February 20, 2024 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

- ✓ Provide for the organizational structure of the program.
- ✓ Provide staff for efficient operation of the program.
- ✓ Promote marketing of the TIPS Program.
- ✓ Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- ✓ Provide members with procedures for placing orders through TIPS PO System.
- ✓ Maintain filing system for Due Diligence Documentation.
- ✓ Collect fees from vendors to support the costs of operations of TIPS.

Role of the Public Entity:

- ✓ Commit to participate in the program by an authorized signature on membership forms.
- ✓ Designate a Primary Contact and Secondary Contact for entity.

- ✓ Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- ✓ Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- ✓ Accept shipments of products ordered from Awarded Vendors.
- ✓ Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered

into an Agreement to provide cooperative purchasing opportunities to public agencies. This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Member Entity:

Purchasing Cooperative Lead Agency:

City of Bunker Hill Village
Entity or District Name

By: _____
Authorized Signature

Print Name: Susan B. Schwartz

Title: Mayor Pro-Tem

February 20, 2024
Date

Region 8 Education Service Center

By: _____
Authorized Signature

Dr. David Fitts
Title: Executive Director Region 8 ESC

Date

Public Entity Contact Information

Gerardo Barrera
Primary Purchasing Person Name

11977 Memorial Drive
Street Address

Houston, TX 77024
City, State Zip

713-467-9762
Telephone Number

713-827-8752
Fax Number

gbarrera@bunkerhilltx.gov
Primary Person Email Address

Susan Engels
Secondary Person Name

sgrass@bunkerhilltx.gov
Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to tips@tips-usa.com.



Texas SmartBuy Membership Program

Texas SmartBuy Membership Application

Please complete this form and return it to members@cpa.texas.gov

Contact Information

*Name of Primary Contact & Title:	*Name of Secondary Contact & Title:
*Primary Contact Email Address:	*Secondary Contact Email Address:
Shared Phone Number:	Shared Email box:

Note: Please list TWO individuals who will receive all correspondence from CPA. Asterisks denote mandatory fields.

Organization/Qualified Entity Information

Organization/Entity Name:	
Address:	
Phone number:	Fax number:

Superusers

Please add contact information for two individuals who will be Superusers.
Who are Superusers? (Must be set up, edited, and deactivated by Texas SmartBuy Help Desk)

- Can have a Purchaser or Non-Purchaser Role
- Can add and deactivate addresses to the entity address book
- Can edit user roles and application access
- Can add new entity users other than Superuser
- Can deactivate entity users
- Cannot change user email address (contact Texas SmartBuy Help Desk)

Note: Please list two individuals (mandatory) who will be Superusers for your organization. May differ from authorized individuals.

*Name of Superuser: (#1)	*Name of Superuser: (#2)
*Email Address:	*Email Address:
*Phone Number:	*Phone Number:



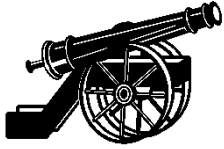


Texas SmartBuy Membership Program

Texas SmartBuy Membership Application (concluded)

*Role: Select One for Each User	
Superuser #1	Superuser #2
<input type="radio"/> Agency View Only <ul style="list-style-type: none"> • Can view any POs created by their entity. • This access is good for users like accounts payable or others that need to view POs but aren't in a purchaser role. • These users don't typically have access to other SPD applications. 	<input type="radio"/> Agency View Only <ul style="list-style-type: none"> • Can view any POs created by their entity. • This access is good for users like accounts payable or others that need to view POs but aren't in a purchaser role. • These users don't typically have access to other SPD applications.
<input type="radio"/> Agency Purchaser <ul style="list-style-type: none"> • Can create POs. • Can view and edit any PO for their entity. • Can cancel any PO for their entity. 	<input type="radio"/> Agency Purchaser <ul style="list-style-type: none"> • Can create POs. • Can view and edit any PO for their entity. • Can cancel any PO for their entity.
Payment Details	
<p>The annual membership fee for participation in the Texas SmartBuy Membership Program is: \$100 – Fee is non-refundable.</p> <p>Check made payable to "Texas Comptroller of Public Accounts"</p> <p>Please mail check to: Texas Comptroller of Public Accounts P.O. Box 13528 Austin, TX 78711</p> <p>Please return this form with payment and all required documents with signatures.</p> <p>Note: Please allow up to two weeks for internal processing at our offices.</p> <p>Questions? Please contact our office at 512-463-3368 or members@cpa.texas.gov</p>	





AGENDA REQUEST
City of Bunker Hill Village
City Council

Agenda Date:	February 20, 2024
Agenda Item:	XIV
Subject:	Contract with TXBBG Consulting
Exhibits:	Contract
Funding:	N/A
Presenter(s):	Elvin Hernandez, Director of Public Works

Executive Summary

To supplement planning and development workload demand as needed, the City utilizes a third-party contract to perform building inspections and plan review services. TXBBG Consulting, Inc., a wholly owned subsidiary of SAFEbuilt, LLC, has provided these professional services to the City since 2022. These services are provided on an as-needed basis at the request of the City. Contracting with TXBBG gives the City the ability to deliver timely building inspections and plan review services, maintaining a level of continuity during inspector absences and periods of increased workload demand.

TXBBG Consulting Inc. has provided a proposed renewal, including the fee schedule for consideration with no proposed cost increases for 2024.

Recommended Action

Staff recommends that City Council approve a contract renewal with TXBBG to provide building inspections and plan review services as needed.




February 9, 2024

City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77541

Intent to Renew Agreement entered into on February 24, 2023, by and between City of Bunker Hill Village, Texas, (Municipality) and TXBBG Consulting, Inc., a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant).

The current Agreement completes the term on February 22, 2024. Per the terms, this contract may be extended by mutual consent of both parties. It is both Municipality and Consultant intent to extend this Agreement for an additional term from February 25, 2024, through February 24, 2025. All provisions and pricing from the Agreement shall remain in effect.

IN WITNESS HEREOF, the undersigned have caused this extension letter to be executed in their respective names on the dates hereinafter enumerated.



Gary Amato, CAO
SAFEbuilt Texas, LLC

February 9, 2024
Date

Signature
City of Bunker Hill Village, Texas

February 20, 2024
Date

Susan B. Schwartz, Mayor Pro-Tem
Name & Title
City of Bunker Hill Village, Texas

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS

HARRIS COUNTY

THIS AGREEMENT, entered into and executed by and between the **City of Bunker Hill Village Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter called "City", and

TX BBG Consulting, Inc.
Kevin Taylor, President
201 Westheimer Rd #G
Houston TX 77006
P: 310-308-2177
Ktaylor@BBGcode.com

Hereinafter called "**Consultant**".

WHEREAS, the **City** desires to contract with the **Consultant** for professional services as discussed below;

WHEREAS, the **Consultant** represents that it is fully capable of making and qualified to provide assistance to the **City** and the **Consultant** desires to perform the same;

NOW, THEREFORE, the **City** and the **Consultant**, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I SCOPE OF AGREEMENT

The **Consultant** agrees to perform certain professional services as defined in "Exhibit A" attached hereto and made a part hereof, hereinafter sometimes called "Scope of Work", and for having rendered such services, the **City** agrees to pay the **Consultant** compensation as stated in the sections to follow. "Exhibit B" describing pricing is also included and sets forth the specific fees applicable to the scope of work.

SECTION II CHARACTER AND EXTENT OF SERVICES

The **Consultant** shall render all the professional services as defined in "Exhibit A" attached hereto.

The **City** shall be under no obligation to pay for services rendered without prior authorization. The **City** shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations and recommendations prepared or acquired pursuant to this Agreement with the same force and effect as if the **City** had prepared or acquired the same.

**SECTION III
TIME FOR PERFORMANCE**

The time for performance is the period beginning on or before **March 8, 2022** through **March 8, 2024** and may be extended by mutual consent of both parties. Upon written request of the **Consultant**, the **City** may grant time extensions to the extent of any delays caused by the **City** or other agencies with which the work must be coordinated and over which the **Consultant** has no control.

This Agreement is terminable at will by the **City** providing a forty-five (45) day written notice to **Consultant** or by **Consultant** providing the **City** a ninety (90) day written notice. **Consultant** will be due the portion of the fees earned up to the time of termination.

**SECTION IV
COMPLIANCE AND STANDARDS**

Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the management consulting profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and **Consultant's** performance. **Consultant** agrees that the **City** shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by **Consultant** pursuant to this Agreement, and **Consultant** shall and does hereby agree to indemnify and hold harmless the **City**, its officers, agents, and employees from any and all damages, loss or liability of any kind, whatsoever, by reason of death or injury to property or third persons caused by the negligent act or omission of **Consultant**, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Contract.

**SECTION V
THE CONSULTANT'S COMPENSATION**

For, and in consideration of, the services rendered by the **Consultant** pursuant to this Agreement, the **City** shall pay to the **Consultant** the amount detailed in "Exhibit B"; said amount being hereinafter called the "total basic fee". Compensation shall be only for services rendered as requested by the **City** in official communication from the **City**.

**SECTION VI
TIME OF PAYMENT**

Payment by the City to the Consultant shall be made as follows:

Within thirty (30) days of the end of each calendar month during the performance of the individual assignments, Consultant shall submit to the City, an invoice in a form acceptable to the City. This invoice shall set forth the charges for the services provided which were completed during such billing period, and the compensation which is due for same. The invoice must contain the street address, description of services, and date performed. The City shall review the same and approve it with such modifications, as it may deem appropriate. The City shall pay each invoice as approved within thirty (30) days after receipt of a true and correct invoice by the Consultant to the City. The approval or payment of any such invoice shall not be considered to be evidence of performance by the Consultant to the point indicated by such invoice or of the receipt of or acceptance by the City of the work covered by such invoice.

**SECTION VII
ADDRESS AND NOTICES AND COMMUNICATIONS**

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party. This shall be done either (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteed "next day delivery," addressed to the party to be notified, or (iv) by sending the same by facsimile with confirming copy sent by mail, (v) by email, with receipt, from the City Administrator, or her/his designee. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the Consultant at the following address:

TX BBG Consulting, Inc.
ATTN: Kevin Taylor
201 Westheimer Rd #G
Houston, TX 77006
Ktaylor@BBGcode.com

**SECTION VIII
SUCCESSORS AND ASSIGNS**

The City and the Consultant bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**SECTION IX
MEDIA**

Contact with the news media shall be the sole responsibility of the City. Consultant shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION X
MODIFICATIONS**

This instrument, including Exhibits "A" and "B," contains the entire Agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XI
AUTHORITY OF CITY ADMINISTRATOR**

All work to be performed by the Consultant hereunder shall be performed to the satisfaction of the City Administrator of the City of Bunker Hill Village. The City Administrator (or his designee) shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the Consultant and the decisions of the City Administrator in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the City Administrator to alter, vary or amend this Agreement.

**SECTION XII
MISCELLANEOUS**

1. No Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.
2. Compliance. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with the applicable state, local, and federal laws. Any complaint from either the City or general public concerning **professional services** by **Consultant** shall be responded to within one business day by the **Consultant**.
3. Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.
4. Headings. Paragraph headings contained in this Agreement are for convenience only and should in no manner be construed as part of this Agreement.
5. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.
6. Prior Agreements Superseded. This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting that subject matter.
7. Venue. All amounts due under this Agreement, including, but not limited to, payments under this Agreement or damages for breach of this Agreement, shall be paid and due in Harris County, Texas, which is the county in which the principal administrative office of City is located. It is specifically agreed among the parties to this Agreement, that this Agreement is fully performable in Harris County, Texas.
8. Insurance. Consultant agrees to name the City and its interests as a certificate holder on consultant's insurance policy per attached document.
9. No Joint Venture/Independent Contract: The parties agree that this agreement is not intended to create nor does create a joint venture between the parties and consultant at all times is retained as an independent contractor and not an employee of the City.
10. Anti-Boycott Verification. As required by Chapter 2270, Texas Government Code, the **Consultant** hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel"

means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

This document and included instruments are the entire contract and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, said City of Bunker Hill Village has lawfully caused these presents to be executed by the City Administrator of said City, and the corporate seal of said Municipality to be hereunto affixed and this instrument to be attested by the City Secretary; and the said Consultant, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

Resigned

DONE at City of Bunker Hill Village, Texas on the

21st day of Feb. 2023

By: *Susan Schwartz, Mayor Pro Tem*
for Robert P. Lord
Mayor

2-21-2023
Date

ATTEST:

By: *[Signature]*
Karen H. Glynn
Acting City Secretary

2-21-2023
Date

CONSULTANT

By: *[Signature]*
~~Kevin Taylor~~
~~President TX BBG Consulting, Inc.~~ Gary Amato, CAO
TX BBG Consulting, Inc.

February 24, 2023
Date

Exhibit "A"

Scope of Services

- A. **Plan Review.** All reasonable efforts shall be made by TX BBG Consulting to perform plan reviews when, at the request of the City, there is a need for immediate services. Digital plans shall be sent by a link or shared directory for review and paper plan sets shall be picked up by BBG within 48 hours from the time of notification from the City. BBG shall return the plans to the City with typed comments within eight (8) business days from the original date of notification. Plan review services shall be performed for a fee as detailed in Table 1 of Exhibit B.
- B. **Building Official and City Planner Services.** Building Official and City Planner, Services. The Consultant shall provide the City of Bunker Hill Village with a qualified Building Official and City Planner to perform duties, as needed, to assist the Building Department in implementing procedures to make the building department more effective, advise and assist on zoning ordinance review & edits, project management, or other services as requested. Consultant's staff shall make a diligent effort to recommend and implement agreed upon improvements. The city from time to time may request building code interpretation or explanation from the Consultant based on their expertise in this field. The final interpretive authority rests with the City. The services detailed shall be performed at an hourly rate for a fee as detailed in Table 2 of Exhibit B.
- C. **Inspections.** Inspections shall be performed on an "as-needed" basis, upon notification of inspection request from the City. All reasonable efforts shall be made by TX BBG Consulting to perform inspections when, at the request of the City, there is a need for immediate services. Such inspections shall be performed at no additional cost to the City. TX BBG Consulting will provide next-day inspection services for all inspection requests received before 5 p.m. The services detailed shall be performed at an hourly rate for a fee as detailed in Table 3 of Exhibit B.

Exhibit "B" Fee Details

Table 1. Plan Review Services

Plan Review Services	
Service	Fee
Plan Review – New Residential	\$550 per Residential New Home (includes two resubmittal reviews) & \$100 per subsequent submittal after two
All remodels and additions.	\$175 per project (includes two resubmittal review) & \$50 per subsequent submittal after two
Miscellaneous permit reviews (solar panels, generators).	\$70 per project (includes two resubmittals) & \$50 per subsequent submittal after two

Table 2. Hourly Rates

Building Official, & Planner Services	
Building Official	\$95.00/hr
Senior Planner	\$105.00/hr
Planner II	\$ 65.00/hr
Permit Clerk	\$ 45.00/hr

Table 3. Inspection Services

Service	Totals
Inspection Services	\$30.00 per inspection

Reduced Cost



Better Service

BBG CONSULTING, INC.



AGENDA REQUEST
City of Bunker Hill Village
City Council

Agenda Date: February 20, 2024

Agenda Item: XV

Subject: Removal of Preliminary Plat Process

Exhibits: Ordinance No. 24-621

Funding: N/A

Presenter(s): Gerardo Barrera, City Administrator
Loren Smith, City Attorney

Executive Summary

There is no state law (or case law) that defines a “preliminary” plat. This is a creature of local municipality creation. In October 2014, Ordinance No. 14-446 amended Chapter 14 of the City’s Code of Ordinances that included the amendment of adding the procedures of Preliminary Plat process.

The Texas Legislature recently put in place requirements that all plats be approved within 30 days of submission or 30 days from approval by the Planning and Zoning Commission. To avoid any confusion between a Preliminary Plat and a Final Plat in conjunction with the timing requirements, it is recommended to remove the Preliminary Plat process from the Subdivision Ordinance.

The proposed amendment to Chapter 14 of the City’s subdivision ordinance removes the Preliminary Plat process. This item was presented at the January 2024 Planning and Zoning Commission meeting with the commission voting unanimously 7-0 to recommend approval of amending the subdivision ordinance and removing the Preliminary Plat process of Chapter 14.

This item is placed on the agenda at the recommendation of the City Attorney.

Recommended Action

Staff and the Planning and Zoning Commission recommend that City Council approve Ordinance No. 24-621 to amend the City’s subdivision ordinance.

ORDINANCE NO. 24-621

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS AMENDING CHAPTER 14, SUBDIVISION, OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 14-1, DEFINITIONS, SECTION 14-2, GENERAL PROVISIONS, SECTION 14-3, SPECIAL PROVISIONS, SECTION 14-5, FINAL PLAT, SECTION 14-6, FEES, SECTION 14-11, APPROVAL OF FINAL PLAT; REMOVING SECTION 14-4, PRELIMINARY PLAT AND ACCOMPANYING DATA, TO REMOVE REFERENCES TO THE PRELIMINARY PLAT PROCESS; PROVIDING FOR A PENALTY IN AN AMOUNT OF \$2,000.00 FOR EACH VIOLATION HEREOF WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Texas Legislature adopted legislation providing that subdivision plats are required to be approved within a specific time frame; and

WHEREAS, other matters in the City's Subdivision Regulations need to be changed or updated; and

WHEREAS, the City Council hereby finds it to be in the best interest of the health, safety and welfare of its citizens that the City's Subdivision Ordinance be amended to address the changes by the Texas Legislature contained herein; and

WHEREAS, the City's Planning and Zoning Commission has reviewed these proposed changes as required by law and recommends approval.

NOW, THEREFORE

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

Section 1. The facts and matters contained in the preamble of this ordinance are hereby found to be true and correct.

Section 2. Section 14-1, Definitions, of Chapter 14, Subdivisions, of the City's Code of Ordinances is hereby amended by removing language struckthrough below to read as follows:

“Sec. 14-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Definitions not expressly prescribed herein are to be construed in accordance with customary usage in municipal planning and engineering practices or as set out in the zoning ordinance of the city.

Block shall mean an identified tract or parcel of land established within a subdivision surrounded by a street or a combination of streets and other physical features and which may be further subdivided into individual lots or reserves.

Building official shall mean the person authorized by the city as the city's building official, or his duly authorized representative.

Commission shall mean the planning and zoning commission of the city.

Comprehensive plan shall mean the city's comprehensive zoning ordinance.

Easement shall mean an area intended for restricted use on private property upon which a person or public or private entity has the right to remove and keep removed all or part of buildings, fences, trees, shrubs and other improvements or growths which in any way endanger or interfere with the construction, maintenance or operation of any of their respective utilities, drainage, access or other authorized systems or facilities located within any such easement. Any such person or public or private entity owning an easement shall at all times have the right of unobstructed ingress and egress to and from and upon the easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of their respective systems or facilities without the necessity at any time of procuring the permission of anyone.

Final plat means a complete and exact subdivision plan prepared in conformity with the provisions of this chapter and in a manner suitable for recording with the county clerk.

Lot shall mean a physically undivided tract or parcel of land having frontage on a public street or approved private street and which is, or in the future may be, offered for sale, conveyance, transfer or improvements; which is designated as a distinct and separate tract; and which is identified by a tract or lot number or symbol on a duly approved subdivision plat that has been properly recorded.

Natural channel means a discernible natural water drainage channel of discrete width as opposed to general puddling over a substantially uniform surface.

~~*Preliminary plat* means the map, drawing, or chart on which a subdivider's plan of subdivision is initially presented to the planning and zoning commission.~~

Radial lot shall mean a lot having a front property line that includes the shape of a curve or is positioned at the end of a dead end street (having no cul-de-sac bulb), and having side property lines that intersect each other when projected beyond the rear or front line of the lot.

Secretary of the planning and zoning commission shall mean the city secretary of the city.

Street, private shall mean a roadway owned and maintained by a private individual or individuals, organization, or company rather than by the city or other government entity and provides vehicular access to adjacent private land.

Subdivider or developer means any owner of land, or his authorized agent or representative, proposing to divide or dividing the same or any part thereof in a manner constituting a subdivision of land under the provisions of this chapter.

Subdivision means a division of any tract of land situated within the corporate limits of the city, in two (2) or more parts for the purpose of laying out any subdivision of any tract of land, or for laying out suburban lots or building lots, or any lots, and which may or may not include streets, alleys, or other portions intended for public use or the use by purchasers or owners of lots fronting thereon or adjacent thereto. "Subdivision" includes resubdivision, meaning any change in the division of an existing subdivision or any change of lot size therein, or the relocation of any street, alley, or other portions intended for public use or the use by purchasers or owners of lots fronting thereon or adjacent thereto.

Title report/city planning letter shall mean a certificate prepared and executed by a title company authorized to do business in the state or an attorney licensed in the state describing all encumbrances of record that affect the property, together with all deeds recorded from and after the effective date of the ordinance from which this chapter is derived. Such certificate shall include all property included within the platted area, and such certificate shall not have been executed more than thirty (30) days prior to submission of such certificate to the commission."

Section 3. Section 14-2, General Provisions, of Chapter 14, Subdivisions, of the City's Code of Ordinances is hereby amended by removing language struckthrough below to read as follows:

"Sec. 14-2. General Provisions.

- (a) *Authority.* This chapter and the rules and regulations set forth herein governing plats and the subdivision of land are adopted pursuant to the authority granted in ~~V.T.C.A.~~ Texas Local Government Code § 212.002.
- (b) *Purpose.* The purpose of this chapter and the rules and regulations set forth herein is twofold:
 - (1) To promote the health, safety, morals, and general welfare of the city and its inhabitants; and
 - (2) To promote the safe, orderly, and healthful development of the city.
- (c) *Applicability.* This chapter shall apply to all subdivisions of land within the corporate limits of the city.
- (d) *Review by building official.* Prior to the time the plat of a proposed subdivision is considered by the planning and zoning commission and the city council, it shall be reviewed by the building official for compliance with the code and he shall make such recommendations regarding same to such bodies as he deems necessary or appropriate.
- (e) *Dual plat approval required.* The final plat of a subdivision must be approved for recommendation to the city council by the planning and zoning commission and approved by the city council in the sequence and in the manner herein prescribed."

Section 4. Section 14-3, Special Provisions, of Chapter 14, Subdivisions, of the City's Code of Ordinances is hereby amended by removing language struckthrough and adding thereto the language underscored below to read as follows:

“Sec. 14-3. Special provisions.

- (a) *Plat approval required.* It shall be unlawful for any person to subdivide any tract, lot or parcel of land within the corporate limits of the city unless and until ~~a preliminary plat and~~ a final plat of such subdivision ~~have~~ has been approved in accordance with the provisions of this chapter. Unless and until ~~a preliminary plat and~~ a final plat of a subdivision ~~have~~ has been approved in the manner provided for herein by the planning and zoning commission and the city council, such final plat has been duly recorded in the office of the county clerk, and the subdivider has complied with the provisions of section 14-8, it shall be unlawful:
- (1) For any person to construct or cause to be constructed any street, sidewalk, utility facility, building, structure, or other improvement on any lot, tract, or parcel of land within such subdivision; and
 - (2) For any officer or employee of the city to issue any permit for the construction or repair of any such improvements, or any aspect thereof, or to serve or connect any such lot, tract, or parcel of land, or any parts thereof, with any public utilities, including water and sanitary sewer, owned, distributed, or controlled by the city.
- (b) *Improvements required.* All of the public improvements required under the provisions of this chapter and those which in the judgment of the planning and zoning commission are necessary for the adequate provision of streets, drainage, utilities, and municipal services and facilities to the subdivision shall be constructed at the sole expense of the subdivider.
- (c) *Limitations on city participation.* The city shall not repair, maintain, install or provide any streets, other public improvements or public utility services within a subdivision for which a final plat has not been duly approved and filed of record in the manner required by the provisions hereof, or in which the standards contained or referred to herein have not been complied with in full.
- (d) *Exceptions.* The provisions of this chapter shall not be construed to prohibit the issuance of permits for construction on any lot upon which a residential building exists and was in existence prior to June 8, 1982, the last recorded conveyance of which was prior to June 8, 1982, and was by a metes and bounds description; or for any lot in a subdivision the plat of which was validly recorded in the office of the county clerk, in accordance with applicable law prior to June 8, 1982; or for any lot in an unrecorded subdivision which was owned as a separate parcel of land prior to April 29, 1955, the date of adoption of the city's first zoning ordinance.”

Section 5. Section 14-1, Preliminary Plat and Accompanying Data, of Chapter 14, Subdivisions, of the City’s Code of Ordinances is hereby removed by removing language struckthrough below as follows:

“Sec. 14.4. Preliminary plat and accompany data.

- (a) ~~— *Preliminary conference.* Prior to the official filing of a preliminary plat, the subdivider or his duly authorized representative shall consult with the city staff and receive its comments and advice regarding procedures, specifications, and standards required by the city for subdivision plat approval. Refer to section 4-4 development, building and construction, mandatory pre-development meetings. If requested in writing, the planning and zoning commission will place, for discussion purposes only, an item on its agenda regarding the proposed subdivision in order to assist a subdivider on matters affecting a proposed subdivision.~~
- (b) ~~— *Preparation and filing of preliminary plat.* The subdivider shall cause to be prepared a preliminary plat meeting the requirements hereof and file at least three (3) copies of the same with the city secretary at least fifteen (15) days prior to the date formal application for the preliminary plat approval is made to the planning and zoning commission.~~
- (c) ~~— *Formal application.* Formal application for preliminary plat approval shall be made by the subdivider in writing to the commission at an official meeting of the commission.~~
- (d) ~~— *Form and content.* The preliminary plat shall show the following:~~
 - (1) ~~— Names and addresses of the subdivider and record owner of the parcel to be subdivided.~~
 - (2) ~~— The name of the person who prepared the plat.~~
 - (3) ~~— Proposed name of the subdivision, which shall not have the same spelling as or be pronounced similar to any other subdivision in the Cities of Bunker Hill Village, Hedwig Village, Hilshire Village, Hunters Creek Village, Piney Point Village, and Spring Valley, Texas.~~
 - (4) ~~— The legal description, by metes and bounds, of the property proposed to be subdivided, including the name of the county, survey and abstract number, together with reference to at least one established corner of a nearby recorded subdivision or the nearest public street right-of-way intersection.~~
 - (5) ~~— The computed acreage of the subdivision and total number of lots, blocks and reserves.~~
 - (6) ~~— Date of preparation, scale of plat, and north arrow. The scale shall be one inch equals one hundred (100) feet minimum, unless otherwise approved.~~
 - (7) ~~— A number or letter to identify each lot or site.~~

- ~~(8) Proposed public easements for drainage, streets, and utilities.~~
 - ~~(9) A vicinity map, preferably in the upper right corner of the plat, to show the subdivision in relation to well known streets, railroads, and watercourses in all directions for a distance of at least one mile.~~
 - ~~(10) The proposed layout of the subdivision, showing streets, blocks, lots, alleys, easements, and other features within the plat boundary with principal dimensions.~~
 - ~~(11) The location and identification of all tracts not designated as lots within the boundaries of the plat. Such tracts, if not restricted for specific uses, shall be identified as "unrestricted reserve." "Restricted reserves" shall be indicated on the plat and shall be designated as single-family residential, utility, church, park or recreational, or school;~~
 - ~~(12) The adjacent areas outside the plat boundaries shall be identified indicating the name of adjacent subdivisions (including recording information), the names of the recorded owners of adjacent parcels of land, churches, schools, parks, bayous and drainage ways, acreage and all existing streets, easements, pipelines and other restricted uses;~~
 - ~~(13) The names of all existing and proposed streets located within the plat boundaries or immediately adjacent thereto.~~
- ~~(e) *Processing of preliminary plat.*~~
- ~~(1) The planning and zoning commission will review the preliminary plat to ensure that it is in conformity with all rules, regulations, and ordinances of the city including, but not limited to, this chapter, the city's zoning ordinance, zoning districts, master plan, comprehensive plan, major thoroughfare plan, construction standards, land uses plan, drainage plan, and flood damage prevention ordinance.~~
 - ~~(2) Within forty five (45) days after the preliminary plat is formally filed, the commission shall conditionally approve or disapprove such plat or conditionally approve it with modifications. The commission shall within ten (10) days notify the applicant in writing of the action taken and if the action is one of disapproval, shall also state in writing the reason for such action and requirements to bring such plat into compliance with such ordinance or ordinances, giving specific sections and references to sections of ordinances or the comprehensive plan of the city for the subdivider's reference.~~
 - ~~(3) Conditional approval of a preliminary plat by the commission shall be deemed an expression of approval of the layout submitted on the preliminary plat as a guide to the approval of the layout of streets, water, sewer, and other required improvements and utilities and to the preparation of the final or record plat.~~

- (4) ~~Conditional approval of the preliminary plat shall only be effective for six (6) months, unless reviewed by the commission in the light of new or significant information which would necessitate a revision of the preliminary plat. If, prior to approval of the final plat, the commission determines that changes are necessary in such preliminary plat, it shall inform the subdivider in writing of the necessary changes in such preliminary plat to bring it into conformity with such ordinances.~~
- (5) ~~Conditional approval of a preliminary plat shall not constitute automatic approval of the final plat.~~
- (6) ~~Final approval for preliminary plats are not required to be approved by the city council.”~~

Section 6. Section 14-5, Final Plat, of Chapter 14, Subdivisions, of the City’s Code of Ordinances is hereby amended by removal of language struckthrough and adding thereto the language underscored below to read as follows:

“Sec. 14-5. Final Plat.

(a) Mandatory Pre-Development Meeting. In accordance with Section 4-4, Mandatory Pre-development Meeting, of Chapter 4, Development, Building and Construction, a mandatory pre-development meeting is required for all new construction, reconstruction, and/or expansion/addition projects. Prior to the official filing of a final plat, the subdivider or his duly authorized representative shall consult with the city staff and receive its comments and advice regarding procedures, specifications, and standards required by the city for subdivision plat approval. If requested in writing, the planning and zoning commission will place, for discussion purposes only, an item on its agenda regarding the proposed subdivision in order to assist a subdivider on matters affecting a proposed subdivision.

(a b) *Form; content.*

- (1) The final plat and accompanying data shall conform to ~~the preliminary plat and other required data as conditionally approved by the planning and zoning commission~~ all required data, incorporating any and all changes, modifications, alterations, corrections, and conditions as set out in the mandatory pre-development meeting, incorporating any and all changes, modifications, alterations, corrections, and conditions as set out in subsequent commission meetings, letters of preliminary approval from the commission and must show easements for all utilities and drainage.
- (2) The plat shall be drawn to a scale of one inch equals one hundred (100) feet minimum, unless otherwise approved by the commission. The final plat shall be drawn on Mylar twenty-four (24) inches by thirty-six (36) inches.

- (3) The final plat shall be submitted in such reasonable number as is required by the commission ~~and shall contain all of the features required for preliminary plats.~~
- (4) All final plats shall incorporate all of the provisions and requirements below ~~relating to preliminary plats~~ and, where appropriate, reflect any conditions and requirements of final approval previously imposed by the commission; ~~together with the following additional requirements:~~
- a. The final plat shall be drawn with black lines and image and shall be suitable for the reproduction of direct positive prints and reproductions; The applicant will provide an eleven (11) by seventeen (17) print or an electronic version of the completed and signed plat.
 - b. All engineering and surveying data shall be shown on the final plat sufficient to locate all of the features of the plat on the ground. This data shall include, but not be limited to, full dimensions along all boundaries of the plat, street and alley rights-of-way, easements and drainage ways, gullies, creeks and bayous, together with the location of the high bank of such drainage ways and water courses, lots, blocks, reserves, out tracts or any other tracts designated separately within the plat boundaries, fee strips or any other physical features necessary to be accurately located by surveying methods. Such information shall include line dimensions, bearings of deflecting angles, radii, central angles and degree of curvature, length of curves and tangent distances, all of which are to be shown in feet and decimal fractions thereof;
 - c. The name of the current record owner and address. If the record owner is a company or corporation, the name of the responsible individual such as the president or vice president;
 - d. The name and seal of the registered professional land surveyor and/or registered professional engineer responsible for preparing the plat;
 - e. The date of submittal, and the date of submittal of each subsequent revision;
 - f. All streets and alleys within the plat or immediately adjacent thereto with street names, widths measured at right angles or radially (where curved), complete curve data (R, L, P.C., P.R.C. and P.T.) length and bearing all tangents between curves;
 - g. Easements shall be shown for drainage, streets, and utilities, and shall be defined by dimension. All principal lines shall have the bearing given and deviation from the norm indicated. The plat must provide a note stating that all existing pipelines or pipeline

easements through the subdivision have been shown or that there are no existing pipeline easements within the limits of the subdivision;

- h. All field surveys shall be accurate to, and performed in accordance with, the appropriate provisions of the current edition of the manual of practice standards for surveying in Texas, as periodically published by the Texas Society of Professional Surveyors. Linear dimensions shall be expressed in feet and decimals of a foot; angular dimensions may be shown by bearings in degrees, minutes and seconds. Curved boundaries shall be fully described and all essential information given. Circular curves shall be defined by actual length of radius and not be degree of curve;
- i. The intended use of all lots within the subdivision shall be identified on the plat.
- j. All dedication statements and certificates.
- k. Proposed name of the subdivision, which shall not have the same spelling as or be pronounced similar to any other subdivision in the Cities of Bunker Hill Village, Hedwig Village, Hilshire Village, Hunters Creek Village, Piney Point Village, and Spring Valley Village, Texas.
- l. The legal description, by metes and bounds, of the property proposed to be subdivided, including the name of the county, survey and abstract number, together with reference to at least one established corner of a nearby recorded subdivision or the nearest public street right-of-way intersection.
- m. The computed acreage of the subdivision and total number of lots, blocks and reserves.
- n. Date of preparation, scale of plat, and north arrow.
- o. A number or letter to identify each lot or site.
- p. The location and identification of all tracts not designated as lots within the boundaries of the plat. Such tracts, if not restricted for specific uses, shall be identified as “unrestricted reserve.” “Restricted reserves” shall be identified on the plat and shall be designated as single-family residential, utility, church, park or recreational, or school.
- q. The adjacent areas outside the plat boundaries shall be identified indicating the name of adjacent subdivisions (including recording information), the names of the recorded owners of adjacent parcels of land, churches, schools, parks, bayous and drainage ways, acreage and all existing streets, easements, pipelines and other restricted uses.

- (5) When filed with the commission, the final plat shall be accompanied with a full set of engineering drawings, construction plans and profile sheets, and specifications for all public improvements:
- a. *Streets, alleys, sidewalks, hike and bike paths, cross walkways and monuments, traffic control.* Two (2) copies of the proposed construction plans and profiles of all streets, alleys, sidewalks, hike and bike paths, cross walkways, monuments, and traffic control.
 - b. *Sanitary sewers.* Two (2) copies of the proposed construction plans showing the proposed locations and dimensions of sanitary sewer lines and plans and profiles of proposed sanitary sewer lines, indicating depths and grades of lines.
 - c. *Water lines.* Two (2) copies of the proposed construction plans showing contours and the location and the size of water lines and fire hydrants and plans and profiles of all proposed water lines and fire hydrants, showing size, depths, and grades of the lines.
 - d. *Storm drainage.* Two (2) copies of the proposed construction plans indicating one-foot contours. All street widths and grades and all drainage easements shall be indicated on the plans, and all points in the streets at changes of grade or where the water enters another street or storm sewer or drainage ditch together with calculations showing the anticipated stormwater flow from such subdivision.
- (6) All plans and engineering calculations shall bear the seal and signature of a registered professional engineer.
- (7) The final plat shall also include the following:
- a. A dedication to the city for the use and benefit of the public forever of all streets, alleys, easements, culverts, bridges, and other public ways delineated on such plat, ~~which shall be the same as those shown on the preliminary plat,~~ signed and acknowledged before a notary public by the owner or owners and the lien holder, if any, of the land and a complete and accurate description of the land subdivided. The dedication and acknowledgement shall be in the current form required by the county clerk for recording of the plat in the plat or map records of the county.
 - b. A statement prepared for the signature of the chairman and secretary of the planning and zoning commission and the mayor and city secretary of the city stating that the final plat has been approved, respectively, by such commission and by the city council.
 - c. The certification of the surveyor responsible for surveying the subdivision area, attesting to its accuracy.

- d. A certification by the engineer or surveyor responsible for the preparation of the final plat and supporting data, attesting to its accuracy.
- (8) The developer shall obtain a letter of no objection from each public and private utility (electric, gas, phone, cable, water, etc.) which will provide service to the subdivision, stating that utility easements are adequate to accommodate all public and private utilities, and such letters shall accompany the proposed final plat.
 - (9) Title report/ city planning letter. A current title report, statement or opinion, title policy or certificate or letter from a title company authorized to do business in the state or an attorney licensed as such in the state shall be provided certifying that, within thirty (30) days prior to the date the final plat is dated and filed with the commission, a search of the appropriate records was performed covering the land proposed to be platted, and providing the following information concerning the title to the land:
 - a. The date of the examination of the records;
 - b. A legal description of the property lying within the proposed subdivision, including a metes and bounds description of the boundaries of such land;
 - c. The name of the record owner of fee simple title as of the date of the examination of the records, together with the recording information of the instruments whereby such owner acquired fee simple title;
 - d. The names of all lien holders, together with the recording information and date of the instruments by which such lien holders acquired their interests;
 - e. A description of the type and boundaries of all easements and fee strips not owned by the subdivider of the property in question, together with certified copies of the instruments whereby the owner of such easements or fee strips acquired their title, and the recording information for each such instrument; and
 - f. A tax certificate from each city, county, school, utility or other governmental entity in which the land being platted is located showing that no delinquent taxes are due such entity for the property being platted.
- (c) *Processing of final plat.*
 - ~~(1) As soon as practical after the subdivider is notified of the approval of the preliminary plat, he or his engineer shall submit to the commission the final plat of the subdivision or portion thereof to be considered at an official meeting of the commission.~~

- ~~(1 2)~~ No final plat will be considered approved unless a preliminary plat has been submitted and conditionally approved the requirement for a mandatory pre-development meeting has been met and the city's building official has reviewed the proposed subdivision for compliance with the code.
- ~~(3)~~ A final plat of an approved preliminary plat or a portion thereof shall be submitted to the commission within six (6) months of the date of approval of the preliminary plat, by the commission, otherwise the preliminary plat approval of the commission shall become null and void, unless an extension of time is applied for and granted by the commission.
- ~~(2)~~ The subdivider shall cause to be prepared a final plat meeting the requirements hereof and file at least three (3) copies of the same with the city secretary at least fifteen (15) days prior to the date formal application for the final plat approval is made to the planning and zoning commission.
- ~~(3)~~ The planning and zoning commission will review the final plat to ensure that it is in conformity with all rules, regulations, and ordinances of the city including, but not limited to, this chapter, the city's zoning ordinance, zoning districts, master plan, comprehensive plan, major thoroughfare plan, construction standards, land uses plan, drainage plan, and flood damage prevention ordinance.
- ~~(4)~~ The final plat must be acted upon by the planning and zoning commission within thirty (30) days of filing for the purpose of complying with the time limit prescribed by V.T.C.A., Local Government Code § 212.009. Upon approval of a recommendation to the city council on the final plat by the planning and zoning commission, whether such approval results from action or inaction, the commission shall immediately forward such plat to the city council for its consideration. Such final plat must be acted upon by the city council within thirty (30) days of the approval of same by the planning and zoning commission for the purpose of complying with those time limits prescribed by V.T.C.A., Local Government Code § 212.009. A plat shall be considered approved by the city council unless it is disapproved within such thirty-day period.
- ~~(5)~~ Upon conditional approval or disapproval by the planning and zoning commission, the planning and zoning commission shall provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval that clearly articulates each specific condition that is directly related to the requirements under this and other applicable chapters of the city's code of ordinances. The applicant may submit to the planning and zoning commission a written response that satisfies each condition

for the conditional approval or remedies each reason for disapproval provided. There is no deadline for this response from the applicant. If the applicant provides a written response, the planning and zoning commission will approve or disapprove within fifteen (15) days of the receipt of written response.

- (6) Upon approval of a recommendation to the city council on the final plat by the planning and zoning commission, whether such approval results from action or inaction, the commission shall immediately forward such plat to the city council for its consideration. Such final plat must be acted upon by the city council within thirty (30) days of the approval of same by the planning and zoning commission for the purpose of complying with those time limits prescribed by Local Government Code § 212.009. A plat shall be considered approved by the city council unless it is disapproved within such thirty-day period.”

Section 7. Section 14-6, Fees, of Chapter 14, Subdivision, of the City’s Code of Ordinances is hereby amended by removal of language struckthrough below to read as follows:

“Sec. 14-6. Fees.

An applicant for approval of a ~~preliminary or~~ final subdivision plat shall pay all applicable fees as established from time to time by city council.

No action of the commission and/or the city council, with respect to the approval of a subdivision plat, shall be valid unless the required fees are paid in advance, and no refunds shall be made, notwithstanding the approval or denial of a subdivision plat by the commission and/or the city council.”

Section 8. Section 14-11, Approval of final plat, of Chapter 14, Subdivision, of the City’s Code of Ordinances is hereby amended by removal of language struckthrough and adding thereto the language underscored below to read as follows:

“Sec. 14-11. ~~Approval of final plat~~ Withdrawal of final plat approval.

~~The approval of a final plat of a subdivision by the planning and zoning commission and the council shall be invalid unless the approved plat of such subdivision is recorded in the office of the county clerk within thirty (30) days after the date of its final approval by the city. Where a plat has not been filed for record in the office of the county clerk and no public improvements have been completed or substantially completed within 12 months of the approval of the Final Plat, the Plat shall be reviewed by the Commission to determine the developer’s intent to proceed. If the Commission finds that the developer does not intend to proceed with the development, the Commission shall transmit to City Council a request to withdraw approval of the Plat. Upon receiving the recommendation of the Commission, the City Council may withdraw approval of the Plat or extend approval for up to one additional year.”~~

Section 9. Any person who intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this Ordinance shall be guilty of a misdemeanor, and upon

conviction, shall be subject to a fine in the amount not to exceed \$2,000.00 for any violation hereof, with each day being a separate violation.

Section 10. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bunker Hill Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND ORDAINED on this 20th day of February, 2024.

Susan B. Schwartz, Mayor Pro-Tem

ATTEST:

Gerardo Barrera, City Administrator / Acting City Secretary



AGENDA REQUEST
City of Bunker Hill Village
City Council

Agenda Date:	February 20, 2024
Agenda Item:	XVI
Subject:	Fiscal Year 2024 Budget Amendment No. 1
Exhibits:	Ordinance No. 24-622
Funding:	2023 Ending Fund Balance
Presenter(s):	Susan Engels, Finance Director

Executive Summary

Staff is proposing one budget amendment to the 2024 Budget for consideration and approval by City Council. These adjustments aim to address unfinished projects from the previous fiscal year and ensure adequate funding for their completion in the current budget cycle.

Budget Amendment No. 1 outlines two key adjustments:

First, only a portion of the earmarked funds for the Meter Replacement project in the 2023 Capital Projects Budget has been utilized for upgrading the meter reading system. Staff is recommending amending the 2024 budget to allocate \$245,897.50 for the completion of the project, with an expected start date in March 2024. This adjustment reflects the ongoing need for investment in infrastructure and technology to improve city services efficiently.

Second, the Televising of Concrete Line project, initially budgeted for in 2023, encountered delays and is currently being rebid for completion in 2024. Only a small portion of the allocated funds from the 2023 budget were expended. Staff recommends increasing the budget for this project by \$178,447.44 in the 2024 budget to ensure its successful completion. This adjustment underscores the importance of adapting budgets to accommodate unforeseen circumstances and project timelines.

These budget amendments demonstrate a proactive approach by staff to manage and allocate resources effectively, ensuring that essential projects progress as planned and contribute to the overall development and maintenance of city infrastructure.

Recommended Action

Staff recommends Council approve Ordinance No. 24-622 to amend the 2024 Adopted Budget.

ORDINANCE NO. 24-622

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING AMENDMENT NO. 1 TO THE ORIGINAL BUDGET OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, FOR THE FISCAL YEAR 2024; 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 2024 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 2024 is hereby amended by the adoption of **“Amendment No. 1 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2024,”** a copy of which is attached hereto. The **“Amendment No. 1 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2024”** 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 ORDAINED this the 20th day of February, 2024.

Susan B. Schwartz, Mayor Pro-Tem

ATTEST:

Gerardo Barrera, City Administrator/ Acting City Secretary

**CITY OF BUNKER HILL VILLAGE
ADOPTED 2024 BUDGET
CAPITAL PROJECTS UTILITY FUND**

AMENDMENT NO 1

Acct. # Description			2023 Actual	2024 Adopted	2024 No. 1 Amendment	Change
CAPITAL PROJECTS UTILITY FUND						
EXPENDITURES						
07	9180.02	TELEVISIONING CONCRETE LINE	\$ 11,553	\$ 90,000	\$ 268,447	\$ 178,447
07	9192	METER REPLACEMENT	\$ 4,103	\$ 250,000	\$ 495,898	\$ 245,898
07	3010	FUND BALANCE			\$ (764,345)	\$ (424,345)
TOTAL CAPITAL PROJECTS GENERAL FUND EXP.			\$ 15,655	\$ 340,000	0	\$ (0)



AGENDA REQUEST
City of Bunker Hill Village
City Council

Agenda Date:	February 20, 2024
Agenda Item:	XVII
Subject:	Texas Department of Public Safety Failure to Appear Program
Exhibits:	Contract Renewal dated January 29, 2024 Resolution No. 02-20-2024B
Funding:	N/A
Presenter(s):	Gerardo Barrera, City Administrator

Executive Summary

The City’s Municipal Court has received an amended agreement from the Texas Department of Public Safety (TXDPS) for the continued implementation of the Failure to Appear Program (FTA). The amended contract reflects recent legislative updates.

As allowed by the Texas Transportation Code, the City’s Municipal Court contracts with TXDPS to participate in the FTA Program. The program is designed to assist municipal courts attain compliance from defendants who fail to appear in municipal court or pay their fines. The program provides an efficient enforcement and collection tool by restricting a defendant's ability to renew their driver's license until all outstanding fines are paid. The City’s Municipal Court has participated in the FTA program since 2012. The program is a primary resource to get non-compliant defendants to appear or pay fines, because of the non-renewal of their driver’s license if they do not.

The amendments reflect legislation effective September 1, 2023, including:

- Changes to language and restructuring to the original agreement to provide clarity regarding the specific responsibilities of each party
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session
- Language to account for future changes to the current statute, either federal or state, ensuring that the agreement remains in compliance with the latest requirements until a revised agreement is available

Recommended Action

Staff recommends that City Council approve Resolution No. 02-20-2024B to renew the amended contract to participate in the Failure to Appear program.



TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

January 29, 2024

BUNKER HILL VILLAGE MUNICIPAL COURT
11977 MEMORIAL DR
HOUSTON, TX 77024

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:

Enforcement & Compliance Service

5805 North Lamar Blvd, Bldg A,

Austin, TX 78752-0300

E-mail: driver.improvement@dps.texas.gov

Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,

Manager

Enforcement and Compliance Service

Enclosure

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas

County of Harris

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.: City of Bunker Hill Village Municipal Court	Enforcement & Compliance Service 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address: 11977 Memorial Drive	
Address: Houston, TX 77024	
Fax:	
Email: vcantu@bunkerhilltx.gov	
Phone: 713-467-9762	

C. Termination.

Either party may terminate this Contract with 30 days’ written notice.

DPS may also terminate this Contract for cause if Court doesn’t comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party’s performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

- 2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
- 3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signatory

Driver License Division Chief or Designee

Mayor Pro-Tem

Title

February 20, 2024

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person’s title and date.

RESOLUTION NO. 02-20-2024B

A RESOLUTION OF THE CITY OF THE CITY OF BUNKER HILL VILLAGE, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH THE DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS FOR PARTICIPATION IN THE FAILURE TO APPEAR (FTA) PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE

* * * * *

WHEREAS, the City of Bunker Hill Village, Texas (“City”) desires to execute an updated Interlocal Cooperation Contract between the Texas Department of Public Safety and the City for the City to participate in the Failure to Appear Program as provided for in the Texas Transportation Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS:

Section 1. The findings recited above are incorporated as if fully set forth in the body of this Resolution.

Section 2. The Mayor of the City is hereby authorized to execute an Interlocal Cooperation Contract with the Department of Public Safety of the State of Texas for participation in the Failure to Appear (FTA) Program, a copy of which is attached hereto as Exhibit “A”.

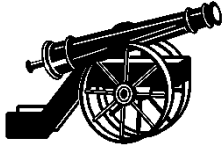
Section 3. This Resolution shall take effect immediately upon its passage.

RESOLVED this 20th day of February, 2024.

Susan B. Schwartz, Mayor Pro-Tem

ATTEST:

Gerardo Barrera, City Administrator/ Acting City Secretary



AGENDA REQUEST
City of Bunker Hill Village
City Council

Agenda Date: February 20, 2024
Agenda Item: XVIII
Subject: CenterPoint
Exhibits: Resolution No. 02-20-2024C
Funding: N/A
Presenter(s): Gerardo Barrera, City Administrator

Executive Summary

The City has received a request from CenterPoint regarding the increase of utility rates. Bunker Hill Village participates in the Gulf Coast Coalition of Cities (GCCC), a coalition of cities served by CenterPoint that have joined together to efficiently and cost-effectively review and respond to issues affecting rates charged in the CenterPoint area of service. The GCCC legal counsel and the City Attorney recommend all cities act on the request as outlined in the proposed resolution.

On October 30, 2023, CenterPoint filed a Statement of Intent to Increase Rates application within the GCCC service area. The GCCC reviewed the company's filing and recommends that all city members adopt a Resolution to deny the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Railroad Commission where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their jurisdiction currently pending at the Commission.

Recommended Action

Staff recommends that City Council approve Resolution No. 02-20-2024C to deny the rate application and consolidation proposed by CenterPoint.

RESOLUTION NO. 02-20-2024C

A RESOLUTION OF THE CITY OF THE CITY OF BUNKER HILL VILLAGE, TEXAS FINDING THAT THE STATEMENT OF INTENT OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TO CHANGE RATES FILING WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

* * * * *

WHEREAS, the City of Bunker Hill Village, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (“CenterPoint” or “Company”) within the unincorporated areas of the Houston, Texas Coast, Beaumont/East Texas, and South Texas Divisions, and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the City is a member of Cities Served by CenterPoint Gas (“Cities”) (such participating cities are referred to herein as “Cities”), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to natural gas issues affecting rates charged in the Houston, Texas Coast, Beaumont/East Texas, and South Texas Divisions; and

WHEREAS, on or about October 30, 2023, CenterPoint filed with the City a Statement of Intent to Increase Rates seeking to increase natural gas rates by \$37.4 million annually and to all customers residing in the City; and

WHEREAS, Cities is coordinating its review of CenterPoint’s Statement of Intent filing with designated attorneys and consultants to resolve issues in the Company’s filing; and

WHEREAS, through review of the application, Cities’ consultants determined that CenterPoint’s proposed rates are excessive; and

WHEREAS, the Cities’ members and attorneys recommend that Cities members deny the Statement of Intent; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS:

Section 1. That the rates proposed by CenterPoint to be recovered through its gas rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of the adoption of this Resolution.

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

Section 5. That a copy of this Resolution shall be sent to Keith L. Wall, CenterPoint Energy, at P.O. Box 2628, Houston, Texas 77252-2628, and to Jamie Mauldin, General Counsel to the Cities Served by CenterPoint Gas at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

RESOLVED this 20th day of February, 2024.

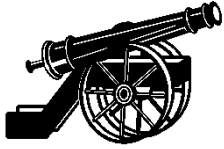
Susan B. Schwartz, Mayor Pro-Tem

ATTEST:

Gerardo Barrera, City Administrator/ Acting City Secretary

APPROVED AS TO FORM:

Loren Smith, City Attorney



AGENDA REQUEST
City of Bunker Hill Village
City Council

Agenda Date: February 20, 2024
Agenda Item: XIX
Subject: Payment(s) Above \$50,000
Exhibits: Ram Rod Utilities, Invoice No. 176
Funding: N/A
Presenter(s): Gerardo Barrera, City Administrator

Executive Summary

At the November 2023 meeting, Council directed staff to remove expenditures exceeding \$50,000 from the consent agenda and present as separate line item(s) on the regular agenda for consideration and possible action.

The City has received one invoice this month that meets this consideration:

- A. Ram Rod Utilities, LLC, Invoice No. 176 in the amount of \$57,225.00 for waterline emergency repair work completed on Mockingbird Lane in December 2023.

Recommended Action

Staff recommends Council ratify payments that exceed \$50,000.00.

Ram Rod Utilities, LLC

26119 Interstate 45 N. STE #215
 Spring, TX 77380
 832-418-7951

Invoice # 176

Date: 12/18/2023

To : Bunker Hill Village
 Mockingbird/Flintdale Rd

Net 30

Item No.	UNIT	Item Description	QTY	Unit Price	Total
1	LS	Mobilization	1	\$ 6,500.00	\$ 6,500.00
2	LF	8-inch Pipeburst with HDPE IPS DR19	465	\$ 48.00	\$ 22,320.00
3	LS	Trench safety up to 8' depth	1	\$ 1,500.00	\$ 1,500.00
4	EA	Sanitary Sewer Service 4-inch reconnection with PVC Sdr 26	3	\$ 1,200.00	\$ 3,600.00
5	EA	Sanitary Sewer Service 6-inch reconnection with PVC Sdr 27	2	\$ 1,600.00	\$ 3,200.00
6	LS	3-inch Bypass Pumping & Setup	1	\$ 1,250.00	\$ 1,250.00
7	LS	Site restoration	1	\$ 6,100.00	\$ 6,100.00
8	LS	Traffic Control & steel plates	1	\$ 1,500.00	\$ 1,500.00
9	LF	Post Televisive CCTV	465	\$ 7.00	\$ 3,255.00
10	EA	Manhole connections & sealing	1	\$ 700.00	\$ 700.00
11	LS	8-inch End-of-line main clean-out	1	\$ 2,900.00	\$ 2,900.00
12	EA	Obstruction removal by excavation	1	\$ 800.00	\$ 800.00
13	EA	Raise Manhole ring/cover to grade level	0	\$ 1,200.00	\$ -
14	HR	Vactor Vacuum Services	8	\$ 450.00	\$ 3,600.00
					\$ -
Subtotal					\$ 57,225.00
Tax Rate					0%
Total Cost					\$ 57,225.00

If you have any questions concerning this quote, use of the following contact information:
 Daniel Hernandez, (832) 418-7951, Daniel@ramrodutilities.com
 Thank you for your business!

**MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF BUNKER HILL VILLAGE, TEXAS
JANUARY 16, 2024 at 5:00 P.M.**

I. CALL TO ORDER

Mayor Robert Lord called the meeting to order at 5:01 p.m. on Zoom and in the Council Chambers of City Hall, 11977 Memorial Drive, Houston, Texas.

Present

Mayor Robert Lord
Councilmember Susan Schwartz
Councilmember Eric Thode
Councilmember Carl Moerer
Councilmember Keith Brown
Councilmember Laurie Rosenbaum

Also in Attendance

Gerardo Barrera, City Administrator
Loren Smith, City Attorney
Susan Engles, Finance Director
Elvin Hernandez, Director of Public Works
Jennifer Namie, Assistant to the City Secretary (via Zoom)
Mallory Pack, Management Analyst

II. PLEDGE OF ALLEGIANCE

Commander Baker led the Pledge of Allegiance.

III. CITIZEN COMMENTS

Mary Johnson deferred comments until discussion of Agenda Item IV.

IV. PRESENTATION, DISCUSSION, AND REVIEW OF AN APPLICATION FOR A SPECIFIC USE PERMIT:

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, AMENDING APPENDIX "A" OF THE CODE OF ORDINANCES OF THE CITY, SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF SAID CITY, BY GRANTING A SPECIFIC USE PERMIT FOR CONSTRUCTION AND USE OF PICKLE BALL COURTS, A TRELIS SHADE STRUCTURE, FENCING AND ASSOCIATED LIGHTING ON THE PREMISES OF MEMORIAL DRIVE PRESBYTERIAN CHURCH, AND OTHER INCIDENTAL IMPROVEMENTS; PROVIDING FOR REPEAL; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2000 FOR

EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND
PROVIDING FOR SEVERABILITY.

Memorial Drive Presbyterian Church (MDPC), located at 11612 Memorial Drive, operates under a specific use permit (SUP). The SUP outlines a detailed site plan and specific conditions on MDPC property.

At the April 2023 Planning and Zoning Commission Meeting, MDPC presented an application for an amendment to the SUP for Commission review, discussion, and direction for the following:

1. Replacement of existing signs (3 total)
2. New pickleball courts (2 total) with covered structure and site amenities

The Commission discussed the items and provided direction, including separating the two requests. In discussions with the Commission and staff, MDPC representatives expressed that the pickleball courts are the highest priority and will pursue replacing the existing signage at a later time.

As a result, the proposed ordinance reflects the pickleball courts, structure, and amenities only.

A public hearing on the proposed pickleball courts was held at the June 2023 Planning and Zoning Commission (P&Z) meeting. MDPC presented the proposed location of the courts and pavilion that were to be constructed over the existing asphalt parking lot. During the hearing, several residents spoke against the court placement citing disruption of noise, lighting, and hours of operation. No action was taken. The applicants were instructed to complete a formal sound study prior to any final decision from P&Z.

At the November 2023 meeting, P&Z held a second public hearing on the proposed pickleball courts. MDPC presented the results of a formal sound study, as well as a new proposed site that moved the courts to a more centralized location further away from the residential area (away from Bylane Dr. residents). The new proposed location also included an updated lighting study and new rendering drawings of the new location.

The Planning and Zoning Commission voted 6-1 to recommend approval of amending the SUP for MDPC to install new pickleball courts with a covered structure and site amenities as presented.

Katherine Tees, the architect for the project, made a formal presentation to Council regarding the proposed site of the pickleball courts, structure, and amenities. The purpose of this item was to give Council the opportunity to provide feedback and ask the architect questions prior to the item being brought back for a formal Public Hearing and formal action at the February 2024 City Council meeting.

Council requested the complete sound study report prior to the February 2024 meeting.

No action was taken on this item.

PUBLIC COMMENT

Mary Johnson, 225 Bylane, stated that she was not in favor of the proposed pickleball courts at Memorial Drive Presbyterian Church because it would bring increased vehicle and pedestrian traffic to the community. She also stated she can hear ballfield noise from her backyard now. She is concerned about language and the hours of operation from 9a-9p. She commented that all the neighbors on Bylane are against the court being built.

V. MEMORIAL VILLAGES POLICE DEPARTMENT REPORT

- A. Update on Activities – Chief Schultz gave an update on activities including personnel, calls for service, and the 2023 Budget.
- The Department is expected to be underbudget for FY 2023 and the City will receive a refund.
 - The Police Commission is working on a proposed ordinance to regulate e-bikes.
 - The Department published RFP's for 2024 Capital Projects (roof and HVAC).
 - Health insurance bids were solicited and due last week. One bid was received with an expected high increase. The proposal is being reviewed by Chief Schultz and a consultant to explore options.

VI. VILLAGE FIRE DEPARTMENT REPORT

- A. Chief Miller and Fire Commissioner Brown provided a report on activities, staffing, calls for service, and response times.
- Average response time for Bunker Hill Village is 4:46 minutes.
 - Hydrant testing is scheduled to begin in February and last through May.
 - The Department received a donated drone from MVPD to use for emergency management practices.
 - Three new personnel were hired.
 - Surplus ambulance was sold for \$57,000.
- B. Discussion on Apparatus Replacement Cost Schedule
- Chief Miller presented projected costs for upcoming apparatus replacement schedule. Cost increases are to be expected for future replacement of equipment. Capital equipment will be a large portion of future budgets.

VII. MAYOR'S REPORT

- A. Consideration and Possible Action Regarding Appointing Beth Wing to Serve as Municipal Court Associate Prosecutor for a Two-Year Period

The City's Municipal Court currently has one Prosecutor and one Associate Prosecutor. Both prosecutors have indicated potential scheduling conflicts. Staff recommended appointing Beth Wing as a third Associate Prosecutor.

A motion was made by Councilmember Moerer and seconded by Councilmember Brown to approve the appointment of Beth Wing to serve as Associate Prosecutor.

The motion carried 5-0

B. Report of Activities and Upcoming Events

- Mayors’ Meetings – Mayors continue to coordinate a meeting date.
- Proposed Town Hall on Utility Billing and Water Consumption – This item was not discussed.
- Holiday Reception Event – *Tuesday, December 12, 2023; Invitation for 2024* – Mayor Lord thanked those who attended the event. No changes to invitation of guest that include; Council, staff, volunteers and consultants.
- Twinkle Light Parade – *Thursday, December 14, 2023* – Mayor Lord recognized MVPD, VFD, and other community partners who participated in the parade. There was open discussion about if Council wanted to change to the parade route, but preference was to leave the current route unchanged.

VIII. CITY ADMINISTRATOR'S REPORT

A. Report on Activities and Upcoming Events

- Discussion and Direction on Screening of Ground Equipment – The proposed ordinance will be brought for a formal Public Hearing and formal action at the February 2024 City Council meeting.
- Planning and Zoning Commission Meetings – *Tuesday, November 28, 2023* – The Commission held public hearings regarding an application for an amendment to the Specific Use Permit (SUP) for Memorial Drive Presbyterian Church to construct two pickleball courts and on amending the City’s Zoning ordinance regarding screening of utility equipment. Both items will be presented at the February 2024 meeting for formal Council action.
- American Tower Lease Contract – American Tower has renewed the lease agreement for an additional 10-year term.
- RFQ for City Engineer Services – The Evaluation Committee has completed their final assessments. A recommendation will be presented for formal Council action at the February meeting.
- 2024 CIP Project Update – Staff is working with engineers to develop a project schedule.
- City Hall Administration Office Closure – *Thursday, February 1 – Friday, February 2* – City Hall will be closed to the general public to complete year-end administration.

B. Director of Public Works Report

- Development Report – Director of Public Works Elvin Hernandez reported on permits issued in the months of November and December 2023.
- Public Works and Disaster Operations Building – The contractor continues to install the stairway. Staff is working to obtain final quotes for interior furniture.

C. Finance Director Report

- Investments and Opportunities – The City continues to take advantage of favorable interest rates.
- Workers Compensation Audit – The City received a refund of \$100.
- Annual Audit – Field work is scheduled to start Monday, March 25, 2024, and extend to Friday, March 29, 2024.

IX. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS, AND CORE & MAIN IN THE AMOUNT OF \$60,100.00 FOR THE PURCHASE AND INSTALLATION OF GATEWAY EQUIPMENT FOR THE WATER METER REPLACEMENT PROJECT – *Elvin Hernandez, Director of Public Works*

The FY 2024 Capital Improvement Plan includes funding for water meter replacements and associated infrastructure. In an effort to improve how the City reads meters, staff began exploring the conversion from Automatic Meter Reading (AMR) to Advanced Metering Infrastructure (AMI). The City's current meter reading process through AMR requires Public Works crews to drive-by properties to capture meter data. This process can often be time-consuming and takes one staff member out of service to complete the reads. This does not include time dedicated to complete meter re-reads, downloads, or manual check of a non-reading meter.

AMI will allow a more frequent collection and accurate water usage data to improve billing, advance leak detection, and overall improve water management. This system requires the installation of two gateway antennas and equipment at strategic locations identified by a propagation study that identifies the coverage area. The two locations include Water Plant #1 (Taylorcrest Rd.) and Water Plant #2 (City Hall).

This conversion also accounts for recent software upgrades made that will provide residents the option to sign up to their own portal to view daily usage and the ability to set usage alerts. Staff will also be able to monitor usage and will assist better when explaining billing matters.

The total estimated cost for the purchase and installation of AMI gateway equipment is \$60,100.00. Funding for this system is included as part of the overall meter replacement project identified and approved in both the FY 2023 and FY 2024 Annual Budgets. The City Hall site will utilize an existing abandoned pole that meets height requirements. Construction will be required to install a mono pole at Water Plant #1 and will be presented to Council separately for approval at a later time.

Core and Main is the sole source authorized provider of the City’s meters and software (Neptune) and is exempt from formal bid requirements per Local Government Code Chapter 252.022. Staff will work with provider on attaining lead times for equipment and schedule installation accordingly.

A motion was made by Councilmember Brown and seconded by Councilmember Rosenbaum to approve a contract with Core & Main in the amount of \$60,100.00 for the purchase and installation of gateway equipment for the water meter replacement project.

The motion passed 5-0

X. DISCUSSION, FEEDBACK, AND DIRECTION REGARDING AMENDING THE CITY’S TREE ORDINANCE – *Elvin Hernandez, Director of Public Works*

The purpose of the City’s tree ordinance is to preserve and enhance the desirability of the city by requiring careful site planning; the protection of trees during construction to contribute to the long-term viability of existing trees; prohibiting indiscriminate cutting or clearing of trees; and encouraging the increase of the urban canopy.

In response to feedback received from the Planning and Zoning Commission, residents, and building developers, staff is in the preliminary phase of reviewing the City's tree ordinance to identify sections that may benefit from updates and eliminate any ambiguity in the language. Staff recommended addressing and clarifying any discrepancies to ensure that the code is clear, concise, and effective.

In discussions with the City Forester, staff identified sections for review and potential updates under Chapter 4, Article VI of the Code of Ordinances:

- Sec. 4-183 - Minimum tree requirement
- Sec. 4-185 - Tree preservation, removal and replacement

Council discussion included:

- Incorporate provisions imposing a penalty/ punitive actions (ex. include penalty if a tree was removed that was not approved in the tree survey/ include penalty for failure to follow tree survey as approved) to deter contractors from having to pay low fines for failure to comply with ordinance requirements.
- Require proof from a qualified Urban Forester to remove a dead and/or diseased tree.
- Explore the options to ban and/or suspend builders that have blatantly violated City ordinances.

Staff will work with the Planning and Zoning Commission to review the ordinance and discuss possible updates to the entire Tree Ordinance.

No action was taken on this item.

XI. CONSIDERATION AND POSSIBLE ACTION REGARDING A RECOMMENDATION TO THE CITY COUNCIL TO APPROVE A FINAL PLAT FOR 11730 WOOD LANE AS RECOMMENDED BY THE PLANNING AND ZONING COMMISSION – *Elvin Hernandez, Director of Public Works*

This item was taken out of order.

A preliminary plat for 11730 Wood Lane was presented to the Planning and Zoning Commission at the April 2023 meeting. During the plan review of a new home at 11730 Wood Lane, it was found that no final plat was recorded with Harris County. The property did not qualify for a short-term final plat as the property is on a private street and not within an existing public street circulation. The Commission unanimously recommended that the platting process move forward to the submission of a final plat.

At the November 2023 meeting, the Commission approved the final plat and recommended it be taken to City Council for approval.

A motion was made by Councilmember Thode and seconded by Councilmember Schwartz to approve a final plat for 11730 Wood Lane, as recommended by the Planning and Zoning Commission.

The motion passed 5-0

XII. CONSIDERATION AND POSSIBLE ACTION TO ADOPT AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS PROVIDING FOR THE HOLDING OF A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 4, 2024, FOR THE PURPOSE OF ELECTING THREE COUNCILMEMBERS (POSITION NOS. 1, 2, AND 3); PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT – *Gerardo Barrera, City Administrator*

The City of Bunker Hill Village holds its election on the first Saturday in May of each year. The election for Councilmember Positions 1, 2, and 3 are held in even-numbered years, and the election for Mayor and Councilmember Positions 4 and 5 are held in odd-numbered years.

The City will hold a Joint Election with Spring Branch Independent School District (SBISD) to conduct the City's General Election on Saturday, May 4, 2024, to elect Councilmember Positions 1, 2, and 3.

Filing for a place on the ballot will begin January 17, 2024, and will end February 16, 2024.

Staff recommended City Council approve an ordinance calling for the May 4, 2024 election.

A motion was made by Councilmember Brown and seconded by Councilmember Thode to approve an ordinance calling for a general election to be held on Saturday, May 2, 2024.

The motion passed 5-0

XIII. CONSIDERATION AND POSSIBLE ACTION TO ADOPT AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, BY DELETING ALL OF SECTION 2-4, OFFICIAL NEWSPAPER, OF ARTICLE I, IN GENERAL, OF CHAPTER 2, ADMINISTRATION, AND ADDING A NEW SECTION 2-4, OFFICIAL NEWSPAPER, OF ARTICLE I, IN GENERAL, OF CHAPTER 2, ADMINISTRATION, SAID SECTION DESIGNATING THE MEMORIAL EXAMINER (HOUSTON COMMUNITY NEWSPAPER) AS THE OFFICIAL NEWSPAPER OF THE CITY; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT – *Gerardo Barrera, City Administrator*

Chapter 52.004 of the Texas Local Government Code requires municipalities to designate a public newspaper to be the municipality’s official newspaper for all official publications for the year.

In previous years, the City has contracted with the Houston Community Newspaper (Memorial Examiner) as the designated official newspaper. Staff recommended the City continue with this publication.

At the November 2023 meeting, City Council unanimously approved a contract with Houston Community Newspaper for the period of January 1, 2024, to December 31, 2024, as part of the consent agenda.

A motion was made by Councilmember Rosenbaum and seconded by Councilmember Brown to approve an ordinance designating the Memorial Examiner (Houston Community Newspaper) as the official newspaper of the City.

The motion passed 5-0

XIV. CONSIDERATION AND POSSIBLE ACTION TO RATIFY THE FOLLOWING PAYMENT(S) THAT EXCEED \$50,000.00:

A. JLA Construction Solutions, Application for Payment No. 11 in the amount of \$70,665.20 for Public Works and Disaster Operations Building construction from September 1, 2023, to October 31, 2023.

At the November 2023 meeting, Council directed staff to remove expenditures exceeding \$50,000 from the consent agenda and present them as separate line item(s) on the regular agenda for consideration and possible action.

The invoice presented was for work completed in September-October that also included partial payment for a new generator that was unanimously approved via Change Order No. 4 at the June 2023 City Council meeting. The invoice has been paid.

A motion was made by Councilmember Brown and seconded by Councilmember Thode to ratify payments that exceed \$50,000.00.

The motion passed 5-0

XV. CONSENT AGENDA

“ALL MATTERS LISTED UNDER CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION, THERE WILL NOT BE SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.”

- A. Minutes of the November 21, 2023, City Council Meeting.
- B. November 2023 Financials.
- C. The Goodman Corporation, Invoice No. 12-2023-5 in the amount of \$1,860.00 for professional services rendered through December 31, 2023, for the Memorial Drive and Gessner Road grant application.
- D. Langford Engineering, Invoice No. 26847 in the amount of \$233.98 for Water Well #5 warranty work performed through September 29, 2023.
- E. Langford Engineering, Invoice No. 26848 in the amount of \$635.16 for design and construction phase work completed through September 29, 2023, for sanitary sewer cleaning and televising.
- F. Langford Engineering, Invoice No. 26920 in the amount of \$1,548.75 for design and construction phase work completed through October 27, 2023, for sanitary sewer cleaning and televising.
- G. Langford Engineering, Invoice No. 26921 in the amount of \$2,076.74 for engineering services rendered through October 27, 2023.
- H. Langford Engineering, Invoice No. 27089 in the amount of \$2,076.88 for design and construction phase work completed through December 29, 2023, for sanitary sewer cleaning and televising.
- I. Langford Engineering, Invoice No. 27090 in the amount of \$3,337.93 for emergency repair work completed on Mockingbird Lane through December 29, 2023.
- J. Neil Technical Services, Invoice No. 119198 in the amount of \$700.00 for SCADA system services completed at City Hall Water Plant July 2023.
- K. Neil Technical Services, Invoice No. 122219 in the amount of \$1,050.00 for power disconnection from construction trailer completed November 2023.
- L. PGAL, Invoice No. 10059398 in the amount of \$900.00 for professional services rendered from May 1, 2023. to May 31, 2023, for City Hall Exterior Improvements and the Public Works and Disaster Operations Building.
- M. PGAL, Invoice No. 10059880 in the amount of \$300.00 for professional services rendered from July 1, 2023, to July 31, 2023 for City Hall Exterior Improvements and the Public Works and Disaster Operations Building.
- N. Probstfeld & Associates, Invoice No. 68550 in the amount of \$355.00 for drainage plan review services completed in October 2023.

- O. Probstfeld & Associates, Invoice No. 68551 in the amount of \$360.00 for drainage plan review services completed in October 2023.
- P. Probstfeld & Associates, Invoice No. 68738 in the amount of \$530.00 for drainage plan review services completed in November 2023.
- Q. Probstfeld & Associates, Invoice No. 68781 in the amount of \$175.00 for drainage plan review services completed in November 2023.
- R. Probstfeld & Associates, Invoice No. 68856 in the amount of \$355.00 for drainage plan review services completed in December 2023.
- S. RPS, Invoice No. 1023012 in the amount of \$710.36 for on-call engineering services performed from September 30, 2023, to October 27, 2023.
- T. RPS, Invoice No. 1023014 in the amount of \$3,651.51 for site development review services completed from September 30, 2023, to October 27, 2023.
- U. RPS, Invoice No. 1023015 in the amount of \$1,867.91 for on-call Drainage Committee services rendered from September 30, 2023, to October 27, 2023.
- V. RPS, Invoice No. 1123023 in the amount of \$698.89 for on-call engineering services performed from October 28, 2023, to November 24, 2023.
- W. RPS, Invoice No. 1123025 in the amount of \$4,019.59 for site development review services completed from October 28, 2023, to November 24, 2023.
- X. RPS, Invoice No. 1123026 in the amount of \$1,204.23 for on-call engineering services completed from October 28, 2023, to November 24, 2023.
- Y. Willscot, Invoice No. 9019063836 in the amount of \$1,594.80 for October 6, 2023, to November 2, 2023 facility rental (Public Works team).

A motion was made by Councilmember Rosenbaum and seconded by Councilmember Brown to approve the Consent Agenda.

The motion carried 5-0

XVI. EXECUTIVE SESSION

- A. THE CITY COUNCIL WILL CONVENE INTO CLOSED EXECUTIVE SESSION PURSUANT TO SECTION 551.074 OF THE TEXAS GOVERNMENT CODE TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, OR DUTIES OF THE CITY ADMINISTRATOR AND FINANCE DIRECTOR**

- B. THE CITY COUNCIL WILL CONVENE INTO CLOSED EXECUTIVE SESSION PURSUANT TO SECTIONS 551.074 AND 551.071 OF THE TEXAS GOVERNMENT CODE TO DELIBERATE THE APPOINTMENT, ASSIGNMENT, AND DUTIES OF THE CITY'S COMMISSIONER TO THE VILLAGE FIRE COMMISSION AND CONSULT WITH THE CITY ATTORNEY RELATED TO A MATTER THAT THE ATTORNEY'S DUTY REQUIRES TO BE DISCUSSED IN CLOSED SESSION**

Mayor Lord convened into Executive Session at 7:45 p.m.

Mayor Lord reconvened the Regular City Council meeting at 8:37 p.m.

XVII. ADJOURN

A motion was made by Councilmember Rosenbaum and seconded by Councilmember Brown to adjourn the meeting at 8:39 p.m.

The motion carried 5-0

Approved and accepted on February 20, 2024.

Susan B. Schwartz, Mayor Pro-Tem

ATTEST:

Gerardo Barrera, City Administrator/Acting City Secretary

The Goodman Corporation
 3200 Travis Street, Ste. 200
 Houston, TX 77006

*de 9184.03
 GOODMAN PROJECT*

Invoice

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

Date	Invoice #
1/31/2024	1-2024-7

Terms	Project
	BHV100

Item	Description	Rate	Prior %	Current %	Amount
Contract Services	Task 1 H-GAC TIP Call for Projects Funding Pursuit Assistance	15,500.00	84%	11.00%	1,705.00

Please send payment to:
 The Goodman Corporation
 911 W. Anderson Lane, Ste. 200
 Austin, TX 78757

Total	\$1,705.00
Balance Due	\$1,705.00

Phone #	Fax #
713-951-7951	713-951-7957

To: Gerardo Barrera
From: Jim Webb, AICP, ENV SP
Project Name: Bunker Hill Village H-GAC TIP Call for Projects Funding Pursuit Assistance
Project Code: BHV100
Billing Period: Jan-24

Progress Complete

Task	Prior Percent	Current Percent
1	84%	95%

Progress Details

1 – Memorial Drive PH 2 Project Funding Pursuit

- Completion of narrative application documents and transmission to City staff.
- Incorporate review comments.
- Complete draft Benefit-Cost Analysis (BCA).
- Evaluate additional methods to bring benefits up to achieve a positive BCA.
- TGC will submit narrative application materials in February; BCA will be finalized and submitted in April/May.



Progress Report

To: Mr. Gerardo Barrera & Mr. Elvin Hernandez
Date: January 2, 2024
Project: Bunker Hill Village: Progress Report
RPS Project No.: 004067 – On-Call Services
007054 – Site Development Review
008071 – On-Call Drainage Committee Services

Work performed from November 27, 2023 to December 29, 2023

004067: On-Call Services (TOTAL = \$430.22)

- Research and Meeting to discuss TCEQ requirements (\$430.22)
 - Mike McClung – 0.5 hr
 - Jeremy Austin – 1 hr

007054: Site Development Reviews (TOTAL = \$5,201.51)

- Two reviews of drainage plans at 11831 Stuckey Lane (\$2,046.64)
 - Fasil Worku – 8.5 hrs
 - Mike McClung – 2 hrs
- Review drainage plans at 302 Chapel Belle and follow-up (\$509.43)
 - Mike McClung – 1.5 hr
- Review drainage plans at 11902 Doncaster (\$1,322.72)
 - Fasil Worku – 4 hrs
 - Mike McClung – 2 hrs
- Completed HGL calculations based on existing XP-SWMM model and Atlas 14:
12119 Rhett Drive, 258 Tamerlaine, 0 Raydon Lane, 254 Tamerlaine. 11923
Homewood Lane, 6 Duchess (\$1,322.72)
 - Fasil Worku – 4 hrs
 - Mike McClung – 2 hrs

008071: On-Call Drainage Committee Services (TOTAL = \$679.24)

- Prepare for Drainage Committee Meeting
- Review different scenarios for artificial turf
 - Mike McClung – 2.0 hrs



Mr. Gerardo Barrera, MBA, CPM
City Administrator
City of Bunker Hill Village
11977 Memorial Drive
Houston, TX 77024

December 29, 2023
Project No: 004067
Invoice No: 1123139
Legacy Project No: 0159.019.003

Bunker Hill Village On-Call

For Professional Services rendered from November 27, 2023 to December 29, 2023:

General On-Call Services

Professional Personnel

	Hours	Rate	Amount	
Austin, Jeremy	1.00	260.41	260.41	
McClung, Michael	.50	339.62	169.81	
Totals	1.50		430.22	430.22
Total Labor				430.22

Total Due This Invoice: \$430.22

Remit Payment:
RPS Infrastructure, Inc.
575 N. Dairy Ashford, Suite 700, Houston, Texas, 77079
T: (281) 589-7257 - Routing # 111000614 Bank # 697856677

Billing Backup

Tuesday, January 2, 2024

RPS Infrastructure Inc. (Live)

Invoice 1123139 Dated 12/29/2023

6:52:36 PM

Professional Personnel

			Hours	Rate	Amount	
001235	5 - Austin, Jeremy	12/5/2023	.50	260.41	130.21	
	TCEQ					
001235	5 - Austin, Jeremy	12/5/2023	.50	260.41	130.20	
	Principal					
000392	1 - McClung, Michael	12/5/2023	.50	339.62	169.81	
	TCEQ Discussion					
	Totals		1.50		430.22	
	Total Labor					430.22
						\$430.22
						\$430.22
						Total this Report \$430.22



Mr. Gerardo Barrera, MBA, CPM
City Administrator
City of Bunker Hill Village
11977 Memorial Drive
Houston, TX 77024

December 29, 2023
Project No: 007054
Invoice No: 1123141
Legacy Project No: 0159.019.029

Bunker Hill Village On-Call - Site Development Review for Drainage Impacts
For Professional Services rendered from November 27, 2023 to December 29, 2023:
Professional Personnel

	Hours	Rate	Amount	
McClung, Michael	7.50	339.62	2,547.15	
Worku, Fasil	16.50	160.87	2,654.36	
Totals	24.00		5,201.51	5,201.51
Total Labor				\$5,201.51
				Total Due This Invoice: \$5,201.51

Remit Payment:
RPS Infrastructure, Inc.
575 N. Dairy Ashford, Suite 700, Houston, Texas, 77079
T: (281) 589-7257 - Routing # 111000614 Bank # 697856677

Billing Backup

Tuesday, January 2, 2024

RPS Infrastructure Inc. (Live)

Invoice 1123141 Dated 12/29/2023

7:02:16 PM

Professional Personnel

			Hours	Rate	Amount	
000392	1 - McClung, Michael	11/28/2023	1.00	339.62	339.62	
	302 Chapel Belle Response					
000392	1 - McClung, Michael	11/29/2023	1.00	339.62	339.62	
	HGL					
000392	1 - McClung, Michael	12/5/2023	.50	339.62	169.81	
	302 Chapel Belle					
000392	1 - McClung, Michael	12/6/2023	1.00	339.62	339.62	
	11902 Doncaster					
000392	1 - McClung, Michael	12/11/2023	1.00	339.62	339.62	
	HGL					
000392	1 - McClung, Michael	12/12/2023	1.00	339.62	339.62	
	HGL					
000392	1 - McClung, Michael	12/18/2023	1.00	339.62	339.62	
	Doncaster					
000392	1 - McClung, Michael	12/19/2023	1.00	339.62	339.62	
	Stuckey					
001135	8 - Worku, Fasil	11/27/2023	.50	160.87	80.44	
	HGL Request for 6 Duchess					
001135	8 - Worku, Fasil	12/4/2023	4.50	160.87	723.92	
	11831 STUCKEY LN drainage Review					
001135	8 - Worku, Fasil	12/5/2023	.50	160.87	80.44	
	Drainage worksheet review					
001135	8 - Worku, Fasil	12/7/2023	1.00	160.87	160.87	
	12119 Rhett Dr					
	11831 STUCKEY LN					
001135	8 - Worku, Fasil	12/11/2023	2.00	160.87	321.74	
	HGLs for:					
	11923 Homewood Lane					
	254 Tamerlaine					
	0 Raydon Lane					
	258 Tamerlaine					
001135	8 - Worku, Fasil	12/12/2023	1.50	160.87	241.28	
	11902 Doncastor Rd Drainage Review #3.					
001135	8 - Worku, Fasil	12/13/2023	2.50	160.87	402.18	
	11902 Doncastor Rd Drainage Review #3					
	Revised drainage plans for 11831 Stuckey					
001135	8 - Worku, Fasil	12/18/2023	1.50	160.87	241.31	
	11831 STUCKEY - REVISED DRAINAGE					
001135	8 - Worku, Fasil	12/19/2023	2.50	160.87	402.18	
	11831 STUCKEY - REVISED DRAINAGE					
	Totals		24.00		5,201.51	
	Total Labor					5,201.51
						\$5,201.51
						\$5,201.51
						\$5,201.51
						Total this Report \$5,201.51



Mr. Gerardo Barrera, MBA, CPM
City Administrator
City of Bunker Hill Village
11977 Memorial Drive
Houston, TX 77024

December 29, 2023
Project No: 008071
Invoice No: 1123142

City of Bunker Hill Village - On-Call Drainage Committee Services
For Professional Services rendered from November 27, 2023 to December 29, 2023:
Drainage Committee Services

Professional Personnel

	Hours	Rate	Amount	
McClung, Michael	2.00	339.62	679.24	
Totals	2.00		679.24	
Total Labor				679.24
				\$679.24
				Total Due This Invoice: \$679.24

Remit Payment:
RPS Infrastructure, Inc.
575 N. Dairy Ashford, Suite 700, Houston, Texas, 77079
T: (281) 589-7257 - Routing # 111000614 Bank # 697856677

Project

008071

BHV - Drainage Committee On-Call

Invoice

1123142

Billing Backup

Tuesday, January 2, 2024

RPS Infrastructure Inc. (Live)

Invoice 1123142 Dated 12/29/2023

7:04:59 PM

Professional Personnel

			Hours	Rate	Amount	
000392	1 - McClung, Michael	12/11/2023	2.00	339.62	679.24	
	Totals		2.00		679.24	
	Total Labor					679.24
						\$679.24
						\$679.24
						Total this Report \$679.24



Mr. Gerardo Barrera, MBA, CPM
 City Administrator
 City of Bunker Hill Village
 11977 Memorial Drive
 Houston, TX 77024

December 29, 2023
 Project No: 008333
 Invoice No: 1123144

Task 1 - Geotechnical Investigation
 Knipp Rd., Strey Ln., Taylocrest Rd., and Bunker Hill Rd.

For Professional Services rendered from October 17, 2023 to December 29, 2023:

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Geotechnical Investigation	29,000.00	83.4483	24,200.00	0.00	24,200.00
Total Fee	29,000.00		24,200.00	0.00	24,200.00
					24,200.00
					\$24,200.00
			Total Due This Invoice:		\$24,200.00

Remit Payment:
 RPS Infrastructure, Inc.
 575 N. Dairy Ashford, Suite 700, Houston, Texas, 77079
 T: (281) 589-7257 - Routing # 111000614 Bank # 697856677

Shane's Fence Company

6515 Brittmoore
Houston, TX 77041
USA

INVOICE

Invoice Number: 3835
Invoice Date: Jan 22, 2024
Page: 1

Voice: 832-230-0761
Fax: 281-741-1571

Bill To:
CITY OF BUNKER HILL GESSNER HOUSTON, TX

Ship to:
CITY OF BUNKER HILL GESSNER HOUSTON, TX

Customer ID	Customer PO	Payment Terms	
S063809			
Sales Rep ID	Shipping Method	Ship Date	Due Date
SHANE LAYSON	MAIL		1/22/24

Quantity	Item	Description	Unit Price	Amount
		9 SECTIONS OF 4' TALL 2 RAIL PREFABRICATED 9 FLANGE 2 x 2 STEEL POST TO CONCRETE * TAX EXEMPT * *** 1/2 DOWN PAYMENT DEPOSIT ***		4,520.00
		1/22/24		-2,260.00
Subtotal				2,260.00
Sales Tax				
Total Invoice Amount				2,260.00
Payment/Credit Applied				
TOTAL				2,260.00

Check/Credit Memo No:

\$ 4520.00

Underground Construction Solutions, LLC

5535 Memorial Dr. #1212	P: 361-510-9263	Email: JC@UCSHouston.com
Houston, TX 77007	F: N/A	Website: UCSHouston.com

To: Bunker Hill Village	Phone:	INV #:120223B
11977 Memorial Dr, Houston, TX 77024	Fax:	Date: 12/02/2023
	Email:	

For: Leak Repair on Gessner

Item #	Description	Qty	Unit Price	Discount	Price	
1	Mobalize	1	\$ 500.00		\$ 500.00	
2	Labor (daily Min)	1	\$ 1,500.00		\$ 1,500.00	
3	Traffic Control	1	\$ 300.00		\$ 300.00	
4	parts not provided by BHV (saddle&curb)	1	\$ 200.00		\$ 200.00	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					Invoice Subtotal	\$ 2,500.00
					Tax Rate	
					Sales Tax	
					Other	
					Deposit Received	
					TOTAL	\$ 2,500.00