

CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: September 15, 2020

Agenda Item No: VI

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO APPROVE ENGAGEMENT ADDENDUM #1, YEAR TWO OF A THREE YEAR ENGAGEMENT OPTION, WITH BELT HARRIS PECHACEK LLLP FOR FISCAL YEAR 2020 AUDIT SERVICES NOT TO EXCEED \$19,517.00**

Exhibits: Engagement Letter Addendum No. 1
Engagement Letter dated November 27, 2019

Clearance: Claire Bogard, Interim Director of Finance
Karen Glynn, City Administrator/Acting City Secretary

Executive Summary

In November 2019, the City sought Requests for Qualifications (RFQ's) for the City's Annual Audit. The City Council authorized the Mayor to approve a contract for the 2019 audit with an option to award for two additional years at the completion of the RFQ process. The Audit-Finance Committee reviewed proposals and conducted interviews. Belt Harris Pechacek, LLLP was recommended and awarded the 2019 Annual Audit with the option to be awarded for two additional years.

It is staff's recommendation to award the second-year option for fiscal year 2020 audit services to Belt Harris Pechacek LLP. In addition to auditing the City's financial statements and expressing an opinion on the financials based on the audit, the firm will also prepare the Comprehensive Annual Financial Report for the 2020 fiscal year.

The audit is estimated to cost \$19,517 per the engagement letter(s) and the city budgeted \$20,000 in fiscal year 2021. Per State Law, the audit has to be filed 180 days after the end of the fiscal year, June 30, 2021. Interim field work is tentatively scheduled for the first week in November and final year-end field work in 2021. This schedule achieves the goal to have a final draft annual financial report in April 2021 for review and to present and file with the City Council in May 2021.



Engagement Letter Addendum No. 1

August 13, 2020

To the Honorable Mayor and
City Council Members of the
City of Bunker Hill Village, Texas:

We are pleased to confirm our understanding of the services we are to provide for the City of Bunker Hill Village, Texas (the "City") for the year ended December 31, 2020 (year one of the two-year renewal option) as stated in the engagement letter dated November 27, 2019. The fee for the 2020 financial statement audit will be \$19,517 as stated in the engagement letter dated November 27, 2019. We appreciate the opportunity to be of service to the City.

Sincerely,

BELT HARRIS PECHACEK, LLLP

Belt Harris Pechacek, LLLP
Certified Public Accountants
Houston, Texas

RESPONSE:

This letter correctly sets forth the understanding of the City of Bunker Hill Village, Texas.

The Honorable Robert P. Lord, Mayor

Date



Engagement Letter

November 27, 2019

The Honorable Robert P. Lord, Mayor
City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024-6231

We are pleased to confirm our understanding of the services we are to provide for the City of Bunker Hill Village (the "City") for the year ended December 31, 2019, with the option to be awarded for two additional years.

Audit Services

We will audit the financial statements of the governmental activities, the business-type activities, and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2019, with the option to be awarded for two additional years.

Limited Procedures

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

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

In Relation Opinion

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

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

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

Nonaudit Services

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

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

Other Services

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

Management Responsibilities

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

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

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

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

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

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

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to management and members of the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures-General

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

to the government or to acts by management or employees acting on behalf of the government.

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

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

Audit Procedures-Internal Control

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

Audit Procedures-Compliance

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

Engagement Administration, Fees, and Other

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

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

1. Assistance with addressing matters that were designated as management responsibility, which include closing schedules and closing entries.
2. Submission of audit data within 60 days of a client requested completion date or filing deadline, requiring overtime hours to meet the deadline.
3. Changes to accounting pronouncements, professional standards, laws, and regulations not known to us as of the date of this letter that have a significant impact on time requirements.
4. Changes in the operations and significant matters that materially change the audit scope such as evaluation of the impact of joint ventures, debt issuance/refunding/advance extinguishment, forbearance agreements, notice of material events, enforcement actions, required corrective actions, self-insurance, environmental liabilities, going concern, and/or other postemployment benefits.

5. Significant increases in State or Federal funding requiring State and/or Federal Single Audits and/or increases to the number of grants classified as major programs by the Office of Management and Budget (OMB) or state requirements.
6. Follow up on allegations or discovery of a) noncompliance with laws, regulations, and policies; b) fraud, waste, and abuse; c) significant deficiencies in internal control; d) nepotism; and e) related party transactions.

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

Fee Estimates

	<u>2019</u>	<u>2020</u>	<u>2021</u>
Financial Statement Audit	\$ 18,995	\$ 19,517	\$ 19,995

Non-Single Audit Engagement

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

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

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

Billing Protocol

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Generally, 40 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 60 percent after a draft of the financial statements is issued. Accordingly, the fee will be split 40/60 between budget years. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

Foreign Terrorists Organizations

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

Vendor Representation Regarding Israel

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

Required Non-Appropriation Clause

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

Authorization of CPA's Disclosure

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

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

Sincerely,

Belt Harris Pechacek, LLLP
Certified Public Accountants

Authorized by:



Robert Belt, CPA, CGMA
Managing Partner

RESPONSE:

This letter correctly sets forth the understanding of City of Bunker Hill Village.



The Honorable Robert P. Lord, Mayor

December 17, 2019

Date



CPAs • Tax • Audit & Accounting

Empowering Peace of Mind

Report on the Firm's System of Quality Control

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

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

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

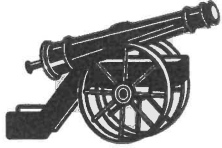
In our opinion, the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP in effect for the year ended June 30, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable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

BUMGARDNER, MORRISON & COMPANY, LLP
December 14, 2018

Bumgardner, Morrison & Company, LLP
Certified Public Accountants

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

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**CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request**

Agenda Date: September 15, 2020

Agenda Item No: VII

Subject/Proceeding: Police Commissioner's Report

Exhibits: Chief's Monthly Report (August)
- Fire Department Assists
- 2020 Burglary Map – September 1, 2020
- 2020 Auto Burglary Map - September 1, 2020
- ALPR Hit Locations
- ALPR Recoveries & List
- 2020 Total Incidents to Date
- Officer Committed Time Report to Date

Clearance: Karen Glynn, City Administrator

Executive Summary

The Police Commission Report will include the following items:

A. Update on Activities

The Police Commissioner and Police Chief will present these items.



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

Raymond Schultz
 Chief of Police

September 14, 2020

TO: MVPD Police Commissioners
 FROM: R. Schultz, Chief of Police
 REF: August Monthly Report

During the month of August MVPD responded/handled a total of 11,704 calls/incidents. 10,812 House watch checks were conducted. 27 traffic stops were initiated with 36 citations being issued for 63 violations. (Note: 10 Assists in Hedwig, 22 in Houston, 1 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	3852/24559	3616/22056	1	6	5@3:24
Piney Point:	2869/19010	2593/16437	4	18	3@3:04
Hunters Creek:	4936/24990	4601/21849	7	12	7@3:42 15@3:29

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	162	Ord. Violations:	18	Speeding:	12
Accidents:	12	Information:	57	Exp. Registration:	2
ALPR Hits:	66	Suspicious Situations:	110	No Ins:	7
Assist Fire:	38	Welfare Checks:	12	Equipment	4
Assist EMS:	32			Red Light	5

This month the department generated a total of 63 police reports.

Crimes Against of Persons (2)

Assault - Domestic	1	Simple Assault	1
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Crimes Against Property (21)

Burglary of a Motor Vehicle	1	Unlawful Use of Motor Vehicle	6
Burglary of a Habitation	1	Theft Felony	1
Fraud/ID	7	Theft Misd.	4
Credit Card Abuse	1		

Petty/Quality of Life Crimes/Events (40)

ALPR Hits (valid)	6	Misc. Reports	30
Poss. of a Controlled Sub/Para.	1	Public Intoxication	1
Criminal Trespass	1	CIT/Mental Health	1

Arrest Summary: Individuals Arrested (8)

Warrants	3	DWI	0
Class 3 Arrests	3	Felony	2

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	2,979,222	4,815,125	61.0%
• Operating Expense:	628,124	896,837	70%
• Total M&O Expenditures:	3,607,346	5,711,962	63.2%
• Capital Expenses:	108,112	138,000	78.3%
• Net Expenses:	3,715,459	5,849,962	64%

Follow-up on Previous Month Items/Requests from Commission

- Duty to Intervene Policy changes completed and reviewed.
- All personnel completed a Policy review and discussion of the Use of Force and completed an on-line Power DMS test.
- The Harvey FEMA reimbursement process has been closed out. Victoria did a great job as we worked through several project administrators and multiple requests for documentation and financial records.

Personnel Changes/Issues/Updates

- TCO Sachs continues to test positive for COVID-19. She is completing warrant purging from home via a department supplied laptop and VPN access.
- Officer Miller started D.A.R.E. instruction on-line to SBISD students. Since this is not a full schedule, he is presently teaching D.A.R.E. 2 days a week and filling in Patrol his non-teaching days.

Major/Significant Events

- On 8/28/20 Officers responded to a suicide on River Bend. A resident had taken his own life through the use of a firearm. An investigation confirmed that there was no foul play.
- On 8/10/20 Bunker Hill received a complaint via email on an MVPD officer in reference to her being arrested on an outstanding warrant. I conducted a preliminary investigation and reviewed the officers body worn camera footage. The video showed the officer to be very professional and compassionate, even to the point of providing water to the woman who was extremely hot and sweating. I followed up by contacting the woman. The woman's primary complaint was that someone had called 911 in the first place providing only vague information. After the discussion I sent out instructions to all personnel to obtain more detailed information on suspicious situations/events and for sworn personnel to have articulable cause to initiate contact on calls lacking specific information.

Status Update on any Major Projects

- Made preparations in anticipation of Hurricane Laura. Personnel were prepared to remain at the MVPD for several days had the need arisen. No overtime was expended.
- Flock announced a new version ALPR camera in development that will capture a panoramic view. We submitted the River Bend/River Glyn intersection as a candidate for T & E of the new camera. They accepted it due to the unique configuration of the intersection. A test camera is expected in October.
- Dispatch personnel are conducting a Warrant purge in conjunction with the 3 court clerks. Over 1200 warrants have been cleared as of 8/31/20.
- The 3 new Dodge Durango vehicles were delivered to the MVPD. They have since been moved to the up fitter for equipment installation.

V-LINC new registrations in August: +27

BH – 1268 (+13)

PP – 887 (+4)

HC – 1313 (+9)

Out of Area – 443 (+0)

August 2020 VFD Assists

Calls received directly by MVPD via 911/3700

<u>Priority Events</u>	<u>Average Response Times</u>
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Total – 9	3:54
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Fire – 1	5:51
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EMS – 8	3:41
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By Village

BH Fire – 0	0
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BH EMS – 3	3:36
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PP Fire – 0	0
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PP EMS – 2	2:54
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HC Fire -1	5:51
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HC EMS -3	4:11
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Combined VFD Events (Priority + Radio)

Total – 44	3:30
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Fire – 25	3:29
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EMS – 19	3:45
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Radio Call Events

Total – 35	3:24
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Fire- 24	3:22
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EMS- 11	3:28
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2020 Burglary Map

Address	Alarm	POE
22 Willowron	N	Rear Door Force
11603 Mockingbird	N	Veh in Open Gar
11110 Green Bay	N	Rear Win open
209 Bryn Mawr	Y	Rear Door Force
11150 S Country	Y	Rear Door Force
11215 Montebello	Y	Front Door Force
4 Lacewood	N	Rear Door Force
11101 S Country Sq	N	Rear Door Force
411 Hunterwood	Y	Garage UNL
225 Millbrooke	N	Garage Open

2020 Robberies

Address	MO
6 Smithdale Estates	Purse at Ft Door



Daytime Burglary



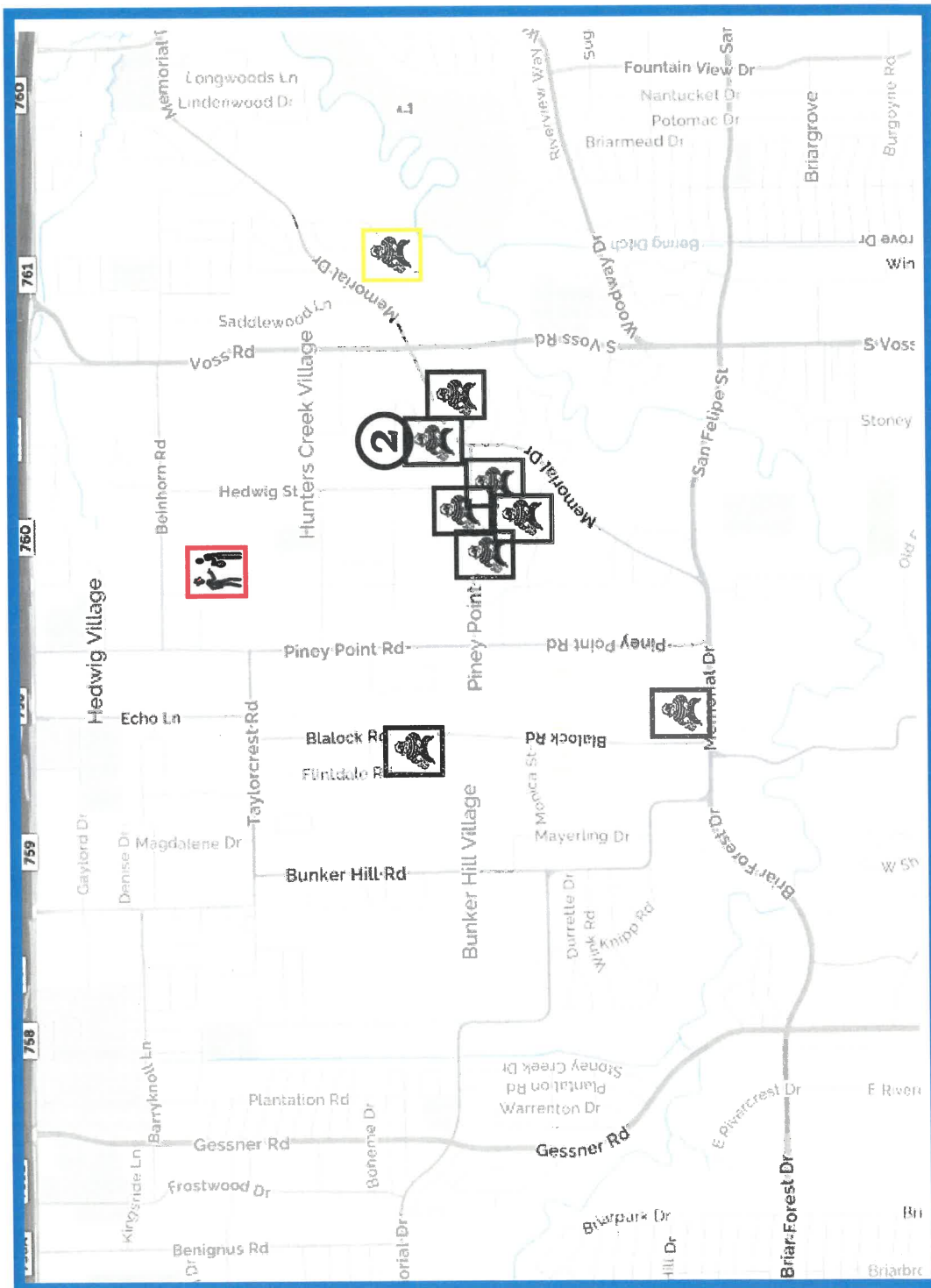
Nighttime Burglary



Robbery

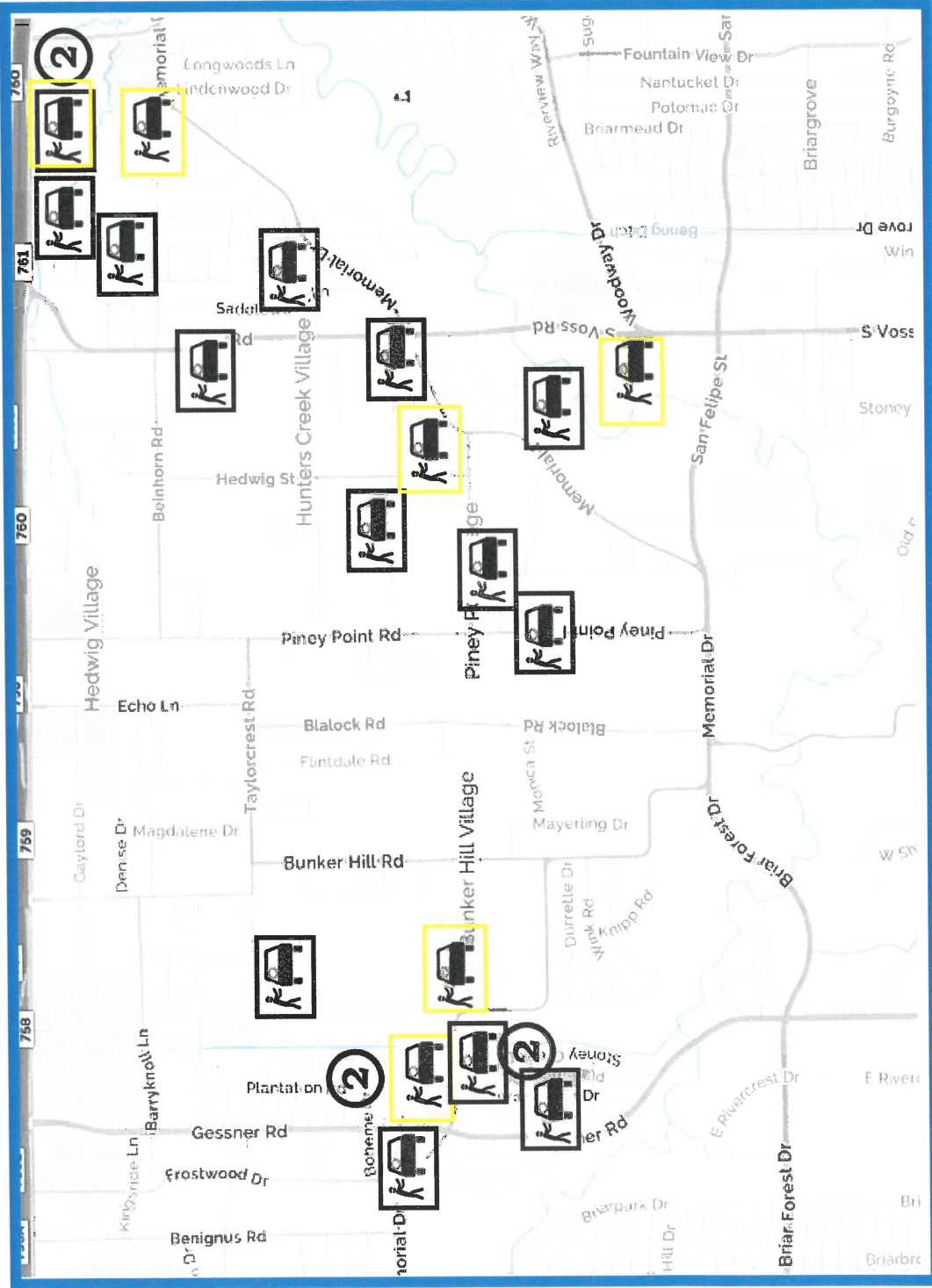
2


9/1/20




2020 Auto Burglary Map

Address	POE
12210 Valley Star	Side Window
11910 Broken Bough	UNK Door
933 Hickory Hollow	UNK Door
12126 Tara	Side Window
12330 Tealwood North	UNK Door
8435 Katy FWY	UNK Door
906 Flint River	UNK Door
422 Piney Point	UNK Door
11230 Hermosa	UNK Door
11106 Wickway	UNK Door
206 Caruthers	UNK Door
8333 Katy	UNK Door
12122 Memorial	Side Window
203 Plantation	UNK Door
238 Plantation	UNK Door
518 Lanecrest	Side Window
711 Riverview Way	UNK Door
836 Country Lane	UNK TK Bed
11007 Landon Ln	UNK Door
10710 Bridlewood	UNK Door
615 Hunters Grove	UNK Door
11935 Arbordale	UNK Door





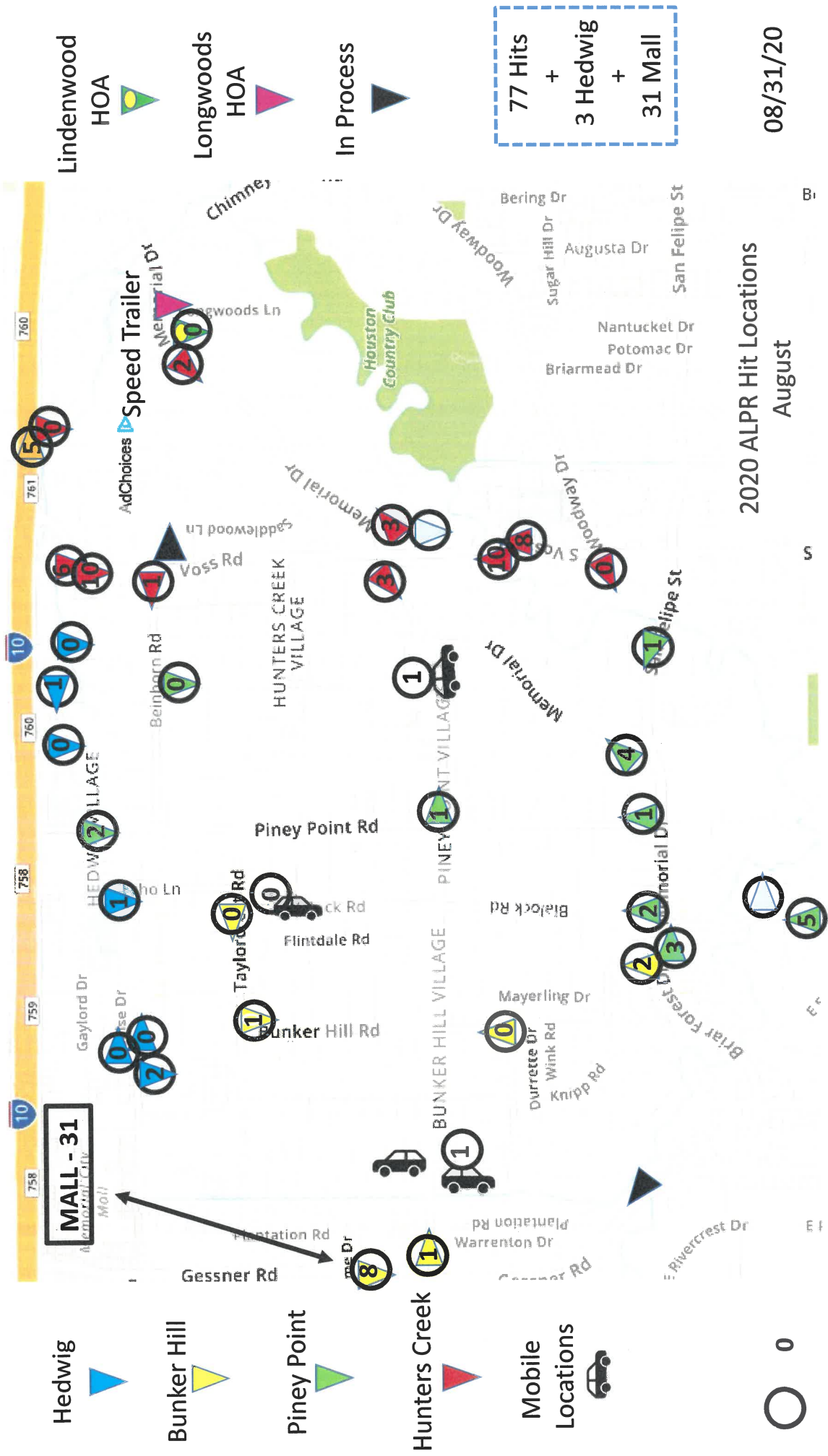
Daytime Burglary



Nighttime Burglary

2
3
4

9/1/20



2020 ALPR Hit Locations
August

08/31/20

77 Hits
+
3 Hedwig
+
31 Mall

MALL - 31

Hedwig

Bunker Hill

Piney Point

Hunters Creek

Mobile Locations

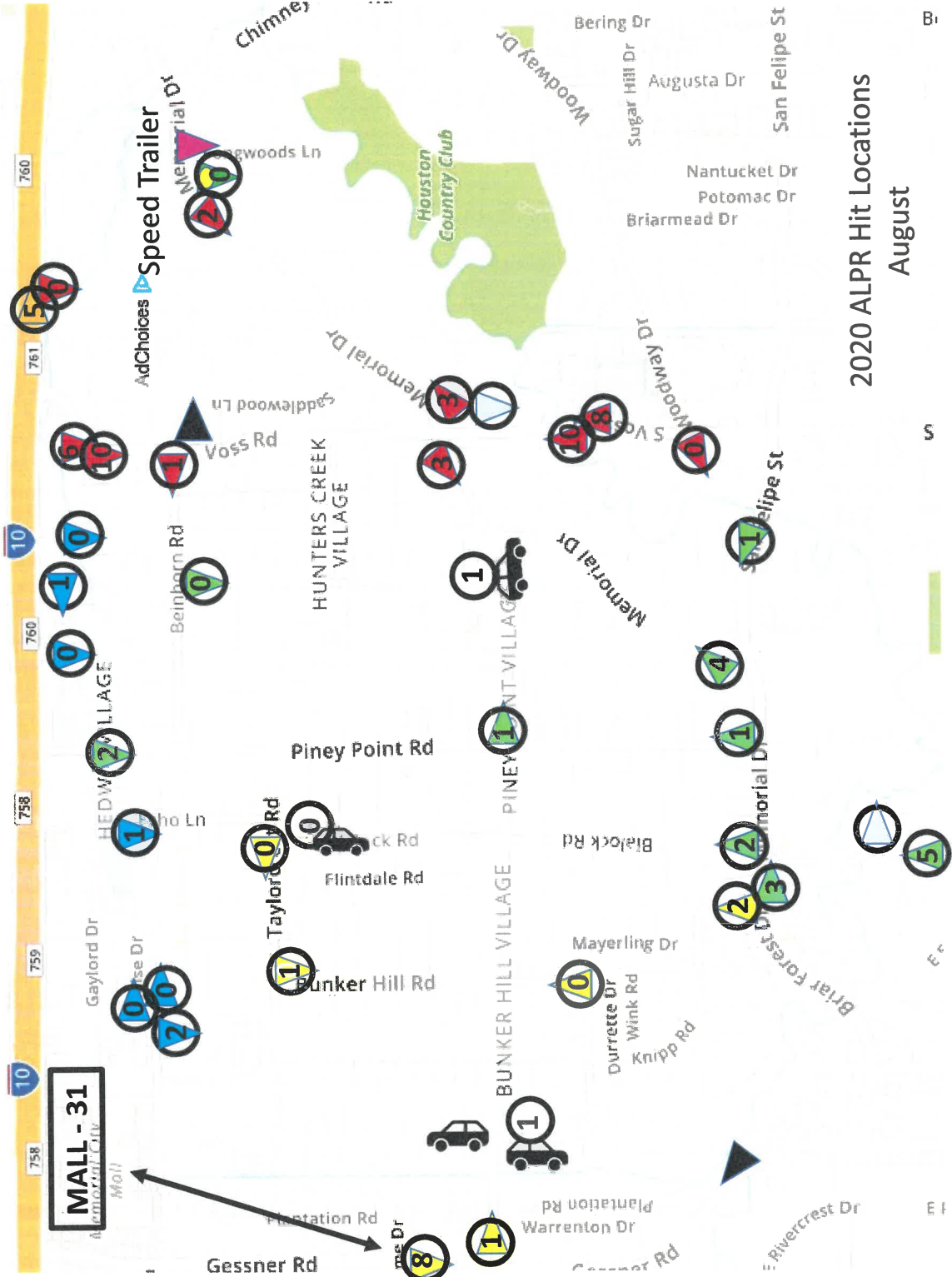
Lindenwood HOA

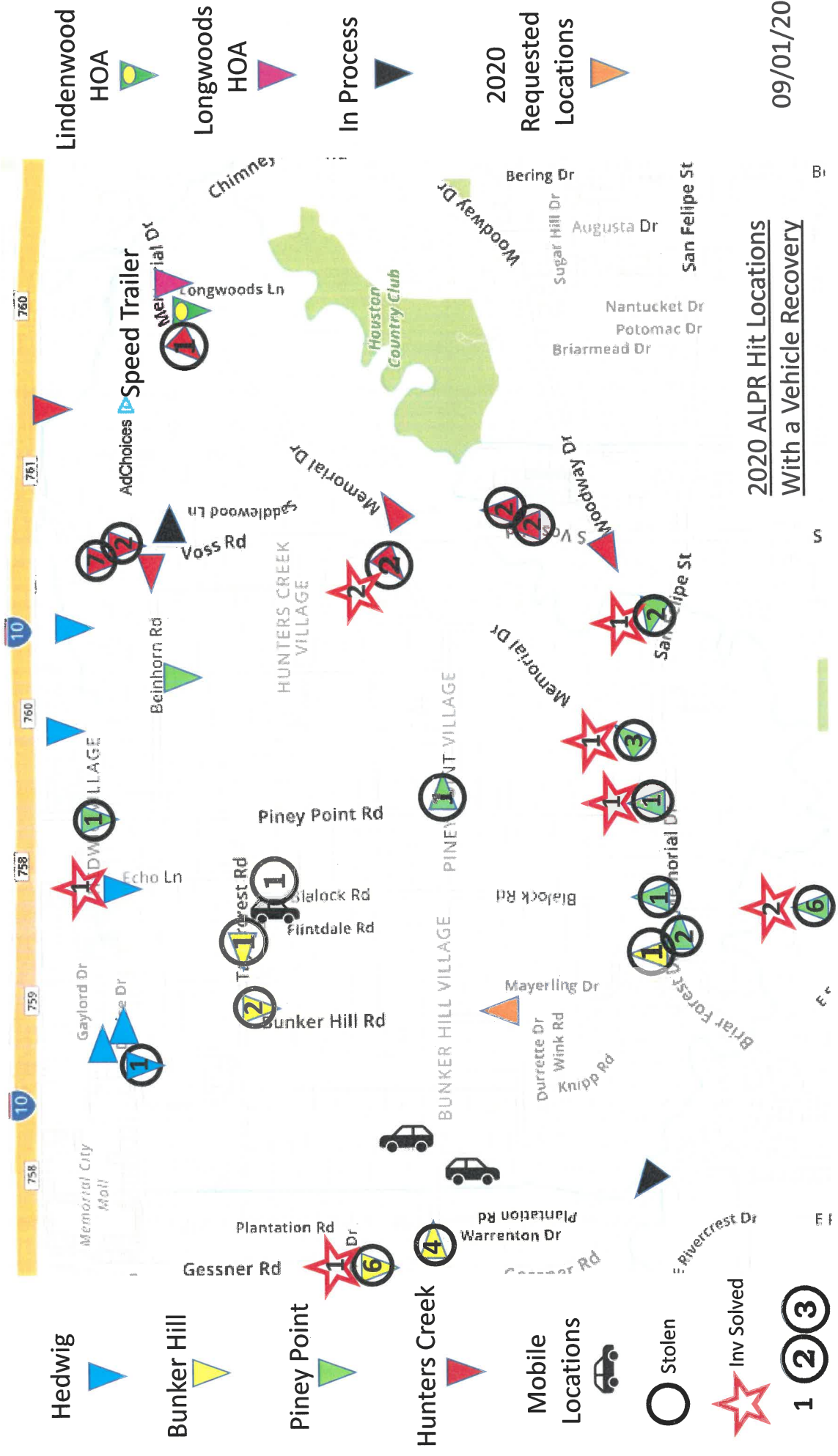
Longwoods HOA

In Process



AdChoices Speed Trailer





Hedwig

Bunker Hill

Piney Point

Hunters Creek

Mobile Locations

Stolen

Inv Solved

1 2 3

Lindenwood HOA

Longwoods HOA

In Process

2020 Requested Locations

2020 ALPR Hit Locations
With a Vehicle Recovery

09/01/20

B1

S

E*

E*

ALPR Recoveries						Plate Recoveries		
Num	Plate	Vehicle	Loc	Val	Links	Plate Recove	Date	Links
1	LKY5531	Kia Van	1	\$ 17,000.00	* Violent Car Jacking, 5 in custody	52385C6	2/9/2020	*
2	DWN8533	Chev Sub	8	\$ 6,000.00		LPL6079	7/21/2020	* son placed on vehicle
3	CKG0716	Lexus 460	1	\$ 24,000.00	* Suspects x2, ID Theft, Property from Burgs	CAHF59	8/1/2020	* Mobile Lab
4	59412R8	Range Rover	V	\$ 60,000.00	* Vehicle bought with stolen ID			
5	LNF5778	Ford Exped	5	\$ 40,000.00	* ID Theft/ Austin 20+ victims			
6	MBX2543	Chev Impal	1	\$ 1,200.00	* Purchased from suspect in 19-17 ALPR Case			
7	LGC1533	Toy Camar	14	\$ 2,100.00	* Purchased on-line ref to HPD			
8	LYN1197	Hon CRV	2	\$ 2,000.00	Recovered by Victim on Gessner drove to PD			
9	KSP2109	Toy camry	10	\$ 8,000.00				
10	DRF5499	Toy camry	Trailer	\$ 6,500.00	* Runaway, Carjacking Suspect			
11	BNV7346	Toy P/U	2	\$ 11,000.00	* Suspects x2, Mail Theft with Mail Keys			
12	JKF7019	Chev Mali	8	\$ 2,000.00	* Stolen Veh out of Pearland, w Suspect			
13	47330A8	Merc Benz	10	\$ 52,000.00	* Purchased with Fake ID			
14	LJT7662	Chev Cruizr	17	\$ 19,000.00	* Vehilce full of stolen ID's and Mail			
15	HKZ4316	Ford EC1	V	\$ 12,000.00	* Van had sus w/bolt cutters and Drugs			
16	MMS5222	Nis Alt	11	\$ 5,500.00	Hedwig took case			
17	LTL9962	Toy Avagr	8	\$ 4,500.00	* suspects in HPD ID Theft Ring			* Fraud/Crime Link
18	N539442	Kia Sol	8	\$ 12,500.00	* Wanted Robbery Suspect LA			** Targeting Immigrants
19	1BP7493	Nis Path	17	\$ 18,500.00	*ID theft Ring from Austin, Fake ID's Cc's			***Selling unreg veh's to immigrants
20	63520D1	Scion TC	4	\$ 3,400.00				
21	NBH4099	Kia Opt	V	\$ 22,000.00	* Armed Robb Suspects HPD			
22	HHZ7533	Toy Cam	7	\$ 14,000.00	*Missing Person			V=Mobile Unit on Voss
23	CT9A5H	Dod Charg	9	\$ 16,500.00	* Embezzled out of LA			
24	MMT3827	Jeep Chek	20	\$ 14,500.00	* Felony Warrants x2 BMW			
25	FYC2648	Dodge PU	25	\$ 18,500.00	* Identity Theft, Poss of Narcotics			Firearm in vehicle
26	T0388H	DodgeTOW	19	\$ 30,000.00				
27	LCR9410	Ford Exp	2	\$ 40,000.00	*ID, Mail, Mail Keys, Meth			
28	BHJ6450	Honda CRV	2	\$ 11,000.00	Juvenile			
29	HZM8530	Kia 4Dr	8	\$ 18,000.00	Pursuit 1 in-custody			
30	MGS6183	Jeep Chek	2	\$ 28,500.00	*2 In-Custody, Drugs, Fel Warrant			
31	BNZF91	Jeep Wrg	7	\$ 27,000.00	* Drugs, Fraud			
32	DV1PZW	Ford EXP	1	\$ 37,000.00	* Stolen ID and CC's Habitual Offender 13 prior's			
33	LYD6496	HYD Eln	22	\$ 19,000.00	* Lyft Driver Rental Car			
34	72948F5	Toy Cam	19	\$ 23,500.00	** Clucked Vehicle			
35	KGX8019	Lex R35	23	\$ 42,000.00	** Clucked Vehicle			
36	HMV0501	GMC Trav	14	\$ 32,000.00	* BMV suspects noone in Custody			
37	NDK8788	Chev PU	22	\$ 23,700.00	* DA No Charges			

38	LJR0496	Honda Civ	24	\$	18,500.00	
39	73110Y9	Ford Tau	Station	\$	16,300.00	
40	MKN7371	Toy Cam	21	\$	14,500.00	* Serial UUMV/Fugitive
41	NFH6659	Dog Chall	19	\$	40,000.00	* Fraudulent Rental
42	700CLG LA	Ford Fus	19	\$	8,700.00	* Fugitive
43	LXV1127	Jeep Chek	21	\$	17,100.00	* Fraudulent Rental from May
44	HBF6280	Cadi CTS	4	\$	52,900.00	

2020 Value \$ 892,400.00
2019 Value \$ 438,000.00
Program Total \$ 1,330,400.00

INVESTIGATIVE LEADS

1	LGC4007	Arrested	ALPR HIT 10-29 Elder Fraud		*
2	63047B4	Id'd	FTSI located via ALPR		
3	LJN4457	Missing Per	Used ALPR to ID veh that picked up Victim		
4	KAP2527	Armed Robbery	ALPR ID's Suspect		
5	68043P9	Theft	ALPR used to ID Veh		
6	MHR6945	Missing Person-Located			
7	MBW6126	Theft Suspect of Lawn Equipment			
8	FCR1051	Mail Thieves w/warrants			ALPR ID & located
9	BXV0324	Jugger HPD Case on Hickory Ridge.			ALPR ID Suspect
10	MVG4555	Theft by Amazon Driver			ALPR ID Vehicle - Arrest
11	HDS4070	Armed Robbery Houston			Gun Recovered During Pursuit
12	MHM4490	Thefts suspects			ALPR ID'd Vehicle. 2 cases
13	79285C7	BMV Suspect			ALPR ID'd Vehicle
14	JPB0636	Robbery Suspects			ID'd and Arrested HPD MVPD 20-0548
15	NHM3757	Endangered Person-Suicidal			Stopped and confirmed okay

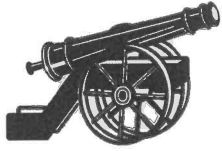
2020 Officer Committed Time to Service Report

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
BAKER, BRIAN C	7:46:27	4:07:52	7:15:21	10:53:17	6:14:25	8:17:42	11:00:34	8:15:22					2	0
BIEHUNKO, JOHN	13:02:04	14:54:33	9:01:13	16:30:24	10:16:57	9:50:04	16:17:59	7:04:56					2	2
BOGGUS, LARRY	20:23:44	15:24:33	16:44:41	10:13:20	16:13:24	7:14:25	2:29:22	11:43:44					4	2
BRACHT, DANIEL	14:03:18	15:34:43	12:36:45	9:17:50	6:59:14	9:39:29	11:00:39	6:28:03					0	0
BURLESON, Jason	7:45:56	13:35:03	7:16:26	7:33:38	13:44:01	15:35:04	14:08:59	13:42:11					2	1
CADENA, VANESSA	20:57:17	17:39:42	18:40:55	16:47:33	19:28:19	14:46:17	2:46:18	11:26:50					1	0
CANALES, RALPH EDWARD	14:39:35	13:47:14	9:58:28	9:29:05	14:47:51	8:26:53	11:47:34	5:33:19					0	1
CERNY, BLAIR C.	4:49:50	19:25:49	11:58:56	17:43:42	18:09:37	16:07:02	25:25:00	13:54:33					3	0
HARWOOD, NICHOLAS	13:39:36	14:10:55	2:17:22	10:59:38	12:04:32	13:16:02	20:54:02	15:04:14					4	1
JARVIS, RICHARD	38:52:26	22:25:37	10:04:09	8:52:25	20:29:48	13:44:40	20:01:30	16:53:46					10	1
JOLIVET, CHARLES	17:12:39	18:35:09	6:19:11	6:59:44	16:10:15	10:16:14	12:10:54	13:54:24					2	0
JONES, ERIC	* 1:40:48	0:00:00	2:52:11	1:29:07	2:27:34	0:25:53	5:45:14	0:08:23					0	0
KELSO JR, RONALD K	* 2:44:33	6:12:45	0:24:12	16:20:06	8:23:13	7:12:12	3:06:19	5:09:58					1	0
LERMA, FRANK	* 5:38:37	15:52:34	1:54:02	9:32:00	3:47:07	2:53:57	0:00:00	0:19:42					0	0
MCELVANNY, ROBERT	8:18:04	14:18:27	12:47:52	10:23:58	1:51:46	4:22:07	12:08:06	7:25:00					1	1
MILLER, OSCAR	* 2:42:40	2:51:20	8:34:23	13:29:32	10:14:55	15:13:35	17:19:27	8:55:21					2	0
NASH, CHRISTOPHER	28:31:10	15:29:03	19:13:08	18:20:54	18:53:26	24:06:02	7:47:27	0:00:00					5	14
NOWLIN, DONALD L	11:12:43	28:35:23	9:17:31	11:29:15	15:24:28	12:50:23	15:35:57	12:22:39					0	0
OWENS, LANE	* 0:14:42	1:30:29	0:00:00	0:00:00	1:08:53	0:00:00	0:15:57	0:00:00					0	0
PAVLOCK, JAMES ADAM	6:22:26	11:48:32	8:48:47	7:55:45	10:51:53	0:34:20	8:22:18	7:01:11					1	1
RODRIGUEZ, CHRISTOPHER	* 5:12:41	4:39:42	5:55:59	18:10:13	10:57:33	12:48:04	5:29:29	3:42:23					0	0
SCHANMEIR, CHRISTIAN	12:06:22	14:35:02	12:46:49	14:00:33	9:29:01	17:06:51	2:13:10	6:48:34					1	1
SCHULTZ, RAYMOND	* 1:23:48	0:44:16	0:20:02	4:02:00	2:32:10	1:55:46	4:52:32	0:50:24					0	0
SILLIMAN, ERIC	7:52:27	17:00:02	10:25:56	17:10:04	13:35:54	9:01:33	11:50:01	12:32:31					5	2
SISSION, KYLE J	* 0:00:00	0:00:00	1:23:31	0:43:24	0:41:47	0:23:28	2:12:40	2:12:34					0	0
SPRINKLE, MICHAEL	4:11:54	10:11:38	6:25:27	2:50:16	2:47:07	5:52:39	8:14:06	1:53:38					0	2
TAYLOR, CRAIG	15:47:28	18:58:41	20:05:55	10:23:31	9:10:29	10:17:09	7:09:53	14:21:22					4	0
TORRES, PATRICK	* 1:01:08	1:02:53	12:25:13	13:19:18	9:18:02	16:46:09	9:37:53	13:17:42					5	1
TUGGLE, JAMES	13:39:46	14:26:44	12:53:29	10:32:32	10:09:11	8:19:47	8:16:12	8:02:14					0	0
VALDEZ, JUAN	19:48:46	16:17:39	19:37:12	15:04:39	15:20:13	17:21:41	13:30:50	15:22:54					5	1
VASQUEZ, MONICA				15:45:17	22:35:41	22:11:45	14:38:40	13:24:50					1	1
WHITE, TERRY	16:06:36	28:42:38	14:37:43	14:27:56	16:39:05	13:03:26	15:18:40	13:29:47					2	4
													63	36

* = Admin Asmt.

Dispatch Committed Time	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
911 Phone Calls	422	548	395	299	262	289	316	263					2794	
3700 Phone Calls	2612	2306	2341	2395	2452	2528	2631	2204					19469	
DP General Phone Calls*	62:09:26	63:05:30	40:09:43	40:19:19	44:50:50	60:56:59	68:36:49	58:17:23						

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



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: September 15, 2020

Agenda Item No: VIII

Subject/Proceeding: FIRE COMMISSION LIAISON REPORT

Exhibits: August Report - Number of Incidents to Date

Clearance: Karen Glynn, City Administrator

Executive Summary

This Month's Fire Commissioner Report will include the following items:

- A. Update on Activities

The City's Liaison will provide this report.

1	2			3			4			5			6			7			8			9			10			11			12			13			14			15		
	Total Number of Incidents 2020			Life Threatening (LT) EMS Incidents			Life Threatening (LT) Fire Incidents			% of 2020 Calls are:			Fire			EMS			% of Fire Calls																							
Fire	EMS	Total	# LT EMS	Natl Stand. 6:30	1st Resp. Time	of 90%	Natl. Stand 10:30	ALS Resp Time	of 90%	# LT Fire	Natl Stand. 6:50	Response Time	of 90%	Fire	EMS	% of Fire Calls																										
124	107	231	37	3:56	3:56	100%	6:21	6:21	100%	8	5:39	5:39	100%	54%	46%	38%																										
143	161	304	77	3:40	3:40	100%	3:40	3:40	100%	12	3:49	3:49	100%	47%	53%	39%																										
14	28	42	5	4:29	4:29	100%	6:12	6:12	100%	2	5:37	5:37	100%	33%	67%	36%																										
210	122	332	35	3:37	3:37	100%	3:42	3:42	100%	11	4:16	4:16	100%	63%	37%	32%																										
173	89	262	33	2:41	2:41	100%	5:29	5:29	100%	10	5:09	5:09	100%	66%	34%	49%																										
148	123	271	45	2:26	2:26	100%	5:07	5:07	100%	12	4:29	4:29	100%	55%	45%	26%																										
155	0	155																																								
967	630	1597	232	3:30	3:30	100%	5:21	5:21	100%	45	4:44	4:44	100%	61%	39%	37%																										

Notes: ALL Response Time categories include from the receipt of the call at the Primary Dispatch to arrival on location of the responding units.

- Column 1: Reflects the cities listed within the chart.
- Column 2: Reflects the year to date number of "fire" type calls within each jurisdiction. Includes: fires, vehicle collisions, gas leaks, rescues, tree in roadways, and others.
- Column 3: Reflects the year to date number of "EMS" calls within each jurisdiction.
- Column 4: Reflects the year to date, total number of all calls within each jurisdiction.
- Column 5: Reflects the year to date, number of "life threatening EMS" calls within each jurisdiction. Includes: heart attacks, strokes, seizures, cardiac arrest, seizures and others.
- Column 6, Row A: Reflects the "National Standard for total response time for life threatening EMS Calls of 6 minutes 30 seconds.
- Column 7: Reflects the year to date, first responder's response times for each jurisdiction.
- Column 8: Reflects the National Standard of the percentage of calls which the national standard should be met: 90%
- Column 9: Reflects the year to date, percentage of calls which the national standard is met during life threatening EMS calls.
- Column 10 Row A: Reflects the National Standard for total response time for life threatening EMS calls for arrival of Advanced Life Support Equipment and Personnel: 10 minutes 30 seconds.
- Column 11: Reflects the year to date, Advanced Life Support equipment and personnel response time for life threatening calls within each jurisdiction.
- Column 12 Row A: Reflects the National Standard of the percentage of calls which the ALS standard should be met: 90%
- Column 13: Reflects the year to date, percentage of calls, which the national standards is met of ALS response for each jurisdiction.
- Column 14: Reflects the year to date, number of life threatening "Fire Type" calls within each jurisdiction.
- Column 15: Reflects the year to date, average total response time to fire type calls within each jurisdiction.
- Column 16: Reflects the year to date, percentage of life threatening fire type calls which meet or exceed the National Standard.
- Column 17: Reflects the year to date, percentage of calls which our "fire type" calls.
- Column 18: Reflects the year to date, percentage of call which our "EMS" calls.
- Column 19: Reflects the year to date number of Fire Alarms within each jurisdiction.
- Column 20: Reflects the percentage of fire type calls which are fire alarms.

ORDINANCE NO. 20-534

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS EXTENDING A PUBLIC HEALTH EMERGENCY AND EXTENDING A STATE OF DISASTER DUE TO THE OUTBREAK OF COVID-19; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, Greg Abbott, Governor of the State of Texas, entered a declaration of disaster on March 13, 2020 as a result of the outbreak of the COVID-19 virus; and

WHEREAS, Harris County Judge, Lina Hidalgo, entered a stay home, work safe order for all of Harris County on March 24, 2020 to last until April 3, 2020, due to the outbreak of the COVID-19 virus; and

WHEREAS, on March 31, 2020, Judge Hidalgo extended the stay home, work safe order until April 30, 2020 and has continued orders to date; and

WHEREAS, the Mayor and City Council of the City of Bunker Hill Village, Texas issued a disaster declaration on March 24, 2020 and approved on April 21, 2020, May 19, 2020, June 16, 2020 and August 18, 2020 an extension to the order; and

WHEREAS, the Mayor and City Council of the City of Bunker Hill Village, Texas will continue to follow the Governor’s direction for the extension of this emergency; and

WHEREAS, the Mayor and City Council of the City of Bunker Hill Village, Texas finds it to be in the best interest of the health, safety and welfare of its citizens to extend this declaration of disaster for an additional thirty six (36) days; and

WHEREAS, by this Declaration, the City Council declares all rules and regulations that may inhibit or prevent prompt response to this threat suspended for the duration of the incident; and

WHEREAS, pursuant to the authority granted to the Mayor under the Texas Disaster Act, the Mayor, with the consent of Council authorizes the use of all available resources of state government and political subdivisions to assist in the City’s response to this situation; 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 to this ordinance are hereby found to be true and correct.

Section 2. **Extension of Local State of Disaster.** That the local state of disaster and

public health emergency previously declared for the City of Bunker Hill Village pursuant to §418.108 of the Texas Disaster Act is hereby extended for 36 days from the date of this ordinance or unless terminated or modified by earlier ordinance of the City.

Section 3. **Publicity and Filing.** Pursuant to §418.108(c) of the Texas Disaster Act, this declaration of a local state of disaster due to this public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

Section 4. **Activation of the City Emergency Management Plan.** Pursuant to §418.108(d) of the Texas Disaster Act, this declaration of a local state of disaster due to this public health emergency activates the City of Bunker Hill Village Emergency Management Plan.

Section 5. **Temporary Housing and Emergency Shelter.** Pursuant to §418.020(d) of the Texas Disaster Act, this declaration authorizes the City to: (1) temporarily or permanently acquire by lease, purchase, or other means sites required for temporary housing units or emergency shelters for disaster victims; and (2) enter into arrangements necessary to prepare or equip the sites for installation and use of temporary housing units or emergency shelters, including arrangements necessary for the transportation and purchase of temporary housing units or emergency shelters.

Section 6. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances 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.

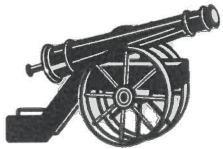
Section 7. This ordinance shall take effect immediately upon its approval.

PASSED, APPROVED AND ORDAINED on this 15th day of September, 2020.

Robert P. Lord, Mayor

ATTEST:

Karen Glynn, Acting City Secretary



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: September 15, 2020

Agenda Item No: XI

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE MAYOR TO APPROVE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS AND SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, SETTING FORTH THE TERMS AND CONDITIONS OF THE CONSTRUCTION OF A WATER WELL BY THE CITY OF BUNKER HILL VILLAGE, TEXAS ON PROPERTY CURRENTLY OWNED BY SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, PROVIDING FOR ACCESS, AND OTHER MATTERS**

Exhibits: Proposed Water Well No. 5 - Site Plan
Interlocal Agreement & Exhibits (*drafts to date*)

Clearance: Steve Smith, Director of Public Works/Building Official
Karen Glynn, City Administrator

Executive Summary

Since March 2018, staff has shared information with the Mayor and City Council regarding Water Well No. 2 located at City Hall. The well had failed and was not recommended to be repaired. The Consulting Team and staff have developed an overall rehab and replacement plan for the City's Water Production System. The Preliminary Engineering Report includes drilling a new well (Water Well No. 5) and constructing a transmission main to the Taylorcrest Water Plant. The recommended location for the new water well is Bunker Hill Elementary School. The school is currently scheduled for reconstruction per the District's approved 2017 Bond Referendum. Staff has been working with the school district as the site is reconstructed.

A site and overall plan has been developed with the School Representatives. The Mayor and Staff presented the project to the School Board for the Spring Branch Independent School District (SBISD) in July 2020. The Board was supportive of the plan. As a result, the City Attorney has been working with legal staff from SBISD to draft an interlocal agreement for conveyance of the site and approval of easements.

This item is scheduled for the SBISD School Board Agenda on September 29, 2020. This action allows the Mayor to approve the interlocal agreement working through the final contract documents.

AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS AND SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, SETTING FORTH THE TERMS AND CONDITIONS OF THE CONSTRUCTION OF A WATER WELL BY THE CITY OF BUNKER HILL VILLAGE, TEXAS ON PROPERTY CURRENTLY OWNED BY SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, PROVIDING FOR ACCESS, AND OTHER MATTERS

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 §
COUNTY OF HARRIS §

This Interlocal Agreement (“Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act (TEX. GOV’T CODE ANN., Ch. §791) by and between the City of Bunker Hill Village, Texas, a municipal corporation existing and operating under the laws of the State of Texas (hereinafter referred to as the “City”) and Spring Branch Independent School District, an Independent School District existing and operating under the laws of the State of Texas (hereinafter referred to as the “District”).

WITNESSETH, that

WHEREAS, the City desires to construct a new water well on property currently owned by Spring Branch ISD, the site currently being the location of Bunker Hill Elementary School; and

WHEREAS, the District desires to convey to the City the property necessary for the well site, together with an associated Access Easement, Temporary Construction Easement and Sanitary Control Easement; and

WHEREAS, the City desires to provide to the District water line and fire line connections for the use of the reconstructed Bunker Hill Elementary School at locations to be mutually agreed upon.

NOW THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, the parties hereby agree as follows:

1. The District agrees to convey to the City property for the construction and operation of a water well on the property described in Exhibit "A" attached hereto ("Water Well 5"). The property will be conveyed by Special Warranty Deed containing a clause that if the property ever ceases to be used for the operation of a municipal water well, the property will automatically revert back to the District. The Special Warranty Deed will be substantially in the form indicated in Exhibit "B" attached hereto.
2. The District agrees to convey to the City a permanent Access Easement to Water Well 5. The Access Easement will be conveyed in the form indicated in Exhibit "C" attached hereto. The Access Easement will contain a clause that if the property ever ceases to be used for the operation of a municipal water well, the Access Easement will automatically terminate.
3. The District agrees, as a part of the process of reconstructing Bunker Hill Elementary School, to file a plat or re-plat with the City. This plat or re-plat will show the Water Well site and the Access Easement by reference.
4. The District agrees to convey to the City a Temporary Construction easement for the construction and drilling of Water Well 5. The temporary construction easement is attached hereto as Exhibit "D."
5. The District further agrees to convey to the City a Sanitary Control Easement as required by the Texas Commission on Environment Quality ("TCEQ"). The Sanitary Control Easement is attached hereto as Exhibit "E."
6. The City agrees to provide to the District a fire line connection and a water line connection for use by Bunker Hill Elementary School at mutually agreeable locations to be determined in the future.

6.7. The City will require that all contractors and service vendors who enter the property described in Exhibit A during school hours to engage in construction or maintenance activities related to Water Well 5 will (i) comply with the National Criminal History background check requirements and limitations set forth in Texas Education Code Sections 22.0384 and 22.03841 and provide all required certifications to the City on forms provided by the District; and (ii) carry commercial general liability insurance covering any bodily injury or property arising from such construction or maintenance activities.

8. All parties to this agreement agree that all payments required hereunder shall be made from current revenues.

7.9. The District hereby authorizes its Board President to execute, without further Board Action, any instruments attached to this Agreement as necessary to carry out the conveyance obligations herein.

8.10. This Agreement is not intended to and shall not create a joint enterprise between the City and the District. The parties hereto are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose.

9.11. No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party hereto. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modification concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by all parties hereto.

10.12. All notices and communications under this Agreement shall be emailed to info@bunkerhilltx.gov or delivered by messenger to Bunker Hill at the following address:

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

All notices and communications under this agreement shall be emailed to travis.stanford@springbranchisd.com or delivered by messenger to the District at the following address:

Spring Branch Independent School District
955 Campbell Rd.
Houston, TX 77024
Attention: Superintendent

AGREED to and executed this the ____ day of _____, 2020.

CITY OF BUNKER HILL, TEXAS

Robert Lord, Mayor

ATTEST:

Karen Glynn, Acting City Secretary

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT

Pam Goodson, Board President

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THE INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT SPRING BRANCH INDEPENDENT SCHOOL DISTRICT ("Grantor") in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by THE CITY OF BUNKER HILL VILLAGE, HARRIS COUNTY, TEXAS, a Texas general law municipality ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED unto Grantee, all that certain property situated in the County of Harris, City of ~~Tomball~~ Bunker Hill Village, State of Texas, described as follows:

BEING a _____ acre parcel out of a 8.288 acre tract of land located in the Claude N. Pillot Survey, Abstract Number 632, Harris County, Texas said 8.288 acre tract being more particularly described by field notes on the Exhibit "A" attached hereto and made a part hereof.

This conveyance is made by Grantor and is accepted subject to all liens, easements, and encumbrances filed of public record. In the event Grantee ceases to use the Property for a water well location, with related appurtenances, the Property shall immediately and automatically revert to the Grantor.

Reservations and Reversions from and Exceptions to Conveyance and Warranty

Should the Property cease to be used for the operation of a municipal water well, title to the Property shall automatically revert back to Grantor. In such event Grantee agrees to cooperate with Grantor in executing any recordable documents necessary to evidence such reversion and transfer.

TO HAVE AND TO HOLD, the said Property, together with all rights, and appurtenances lawfully accompanying it, belonging unto Grantee, and Grantee's successors, heirs, and assigns forever. Grantor does hereby bind itself, its successors, heirs, executors, administrators, and legal representatives to WARRANT AND

FOREVER DEFEND the title to the Property unto Grantee, its successors, heirs, assigns, and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise.

EXECUTED this the _____ day of _____, 2020.

GRANTOR:

SPRING BRANCH INDEPENDENT
SCHOOL DISTRICT

Pam Goodson, Board President

Attachments: Exhibit "A" legal description

AFTER RECORDING RETURN TO:

Loren B. Smith
Olson & Olson, LLP
Wortham Tower, Suite 600
2727 Allen Parkway
Houston, Texas 77019

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Pam Goodson, President of the Board of Trustees of Spring Branch Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and in his capacity therein, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2020.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "C"

ACCESS EASEMENT

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HARRIS §

THAT SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, an independent school district functioning as such under the laws of the State of Texas (hereinafter called "Grantor"), being the fee simple owner of that certain 8.288 acre tract described in Exhibit "A", located in, Harris County, Texas for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by the CITY OF BUNKER HILL VILLAGE, TEXAS, a municipality and political subdivision of the State of Texas, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY, unto the Grantee, its successors, assigns and legal representatives, a perpetual non-exclusive access Easement to, across, along, over, under and upon the property generally shown on Exhibit "A" and held in the District's name, lying and being situated in Harris County, Texas,.

Grantee's RIGHTS in and to the Easement shall include, without limitation, access to, across, along, over, under and upon the Easement, to enter upon such Easement at any time, and to bring and operate such equipment as may be necessary, requisite or appropriate to effectuate the purposes for which this Easement is granted. Grantor reserves the right to use the surface and subsurface of the Easement granted hereby for any purpose or purposes as long as such use does not interfere with Grantee's use thereof for access purposes.

The Easement and access rights granted herein shall be perpetual and appurtenant to the

land.

Should the Grantee cease to operate a municipal water well on the Property, this Easement shall automatically terminate.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Grantee, its successors and assigns forever.

Grantor, and its successors, assigns, and heirs, WARRANT AND SHALL FOREVER DEFEND the Easement and all rights thereunder to Grantee, its successors and assigns, against anyone lawfully claiming or to claim the Easement or any part thereof.

EXECUTED as of the ____ day of _____, 2020.

GRANTOR:

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
955 Campbell Rd.
Houston, TX 77024

By: _____
Name

(Printed Name)

Board President

Address of Grantee:

BUNKER HILL VILLAGE, TEXAS
11977 Memorial Drive
Houston, TX 77024

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 2020.

Notary Public In and For the State of Texas

My Commission Expires: _____

EXHIBIT "A"

EXHIBIT "D"

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to the SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, hereinafter called "GRANTOR," whether one or more, the receipt and sufficiency of which is hereby acknowledged and confessed, GRANTOR does hereby grant, sell and convey unto the CITY OF BUNKER HILL VILLAGE, TEXAS, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "GRANTEE," a Temporary Construction Easement ("Construction Easement") over, under, through, and across that certain tract or parcel of real property situated in the City of Bunker Hill Village, Harris County, Texas, more particularly described and shown in Exhibit "A" attached hereto and made a part hereof.

During the term of this Construction Easement, GRANTEE shall have the right to use the surface of the Construction Easement for constructing and drilling a ground water well and related appurtenances (the "Improvements") on property adjacent to this Construction Easement. The Construction Easement shall be valid and existing for a period of two (2) years from the date of the execution of this Construction Easement, or upon completion of the construction of the Improvements, whichever occurs first.

Upon completion of any construction of the Improvements, GRANTEE shall restore the surface area of the Construction Easement to substantially the same condition it was prior to entry thereon.

The City will require that all contractors and consultants who enter the property described in Exhibit A during school hours to engage in design, planning or construction activities related to Water Well 5 will (i) comply with the National Criminal History background check requirements and limitations set forth in Texas Education Code Sections 22.0384 and 22.03841 and provide all required certifications to the City on forms provided by the District; and (ii) carry commercial general liability insurance covering any bodily injury or property arising from such construction or maintenance activities.

During all construction activities, the City will require all contractors engaged in the construction of the Improvements to erect and maintain a locked safety and security fence around the perimeter of the work area.

GRANTOR hereby reserves unto GRANTOR, and GRANTOR'S heirs, successors, assigns, surface tenants, and lessees the continuing right to use, ingress, egress, and cross-over the surface of said Construction Easement to the extent necessary so long as said use does not

unreasonably impede, restrict or otherwise limit or interfere with the use of said Construction Easement by GRANTEE.

TO HAVE AND TO HOLD the above-described Construction Easement, together with, all and singular, the rights and appurtenances thereto in any manner belonging, unto GRANTEE, its successors and assigns, and GRANTOR hereby binds itself, its heirs, representatives, successors, and assigns to warrant and forever defend all and singular said Construction Easement to GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed effective as of the ____ day of _____, 2020 (“Effective Date”).

GRANTOR: SPRING BRANCH ISD

(Signature)

(Printed Name)

Board President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 2020.

Notary Public In and For the State of Texas

My Commission Expires: _____

EXHIBIT "A"

EXHIBIT "E"

**SANITARY CONTROL EASEMENT
City of Bunker Hill Village Water Well No. 5**

DATE: _____, 2020

GRANTOR: Spring Branch Independent School District
GRANTOR'S ADDRESS 955 Campbell Rd.
Houston, TX 77024

GRANTEE: City of Bunker Hill Village, Texas
GRANTEE'S ADDRESS: 11977 Memorial Drive
Houston, TX 77024

SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

- The purpose of this easement is to protect the water supply of the well ~~described and located below~~ situated on the tract described in Exhibit A by means of sanitary control.
- The construction, existence, and/or operation of the following within a 150-foot radius of the well situated on the tract described in Exhibit A ~~described and located below~~ are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage water wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood - treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, and 4 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
- The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the water well situated on the tract described in Exhibit A ~~described and located below~~.
- This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

The Grantor's property subject to this Easement is described in the documents recorded at: Volume ____, Pages ____ of the Real Property Records of Harris County, Texas.

WATER WELL SITE:

See attached Exhibit "A"

PROPERTY SUBJECT TO EASEMENT:

See attached Exhibit "BA"

TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT:

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR:

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT

By: _____

Printed Name: _____

Board President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 2020.

Notary Public In and For the State of Texas

My Commission Expires: _____

EXHIBIT "A"

[Water Well Site]

EXHIBIT "B"

[Bunker Hill Elementary Site]