

CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: March 23, 2021

Agenda Item No: IV

Subject/Proceeding: Police Commissioner's Report

Exhibits: Chief's Monthly Reports:
March 2021

- Fire Department Assists
- 2021 Burglary Map
- 2021 Auto Burglary Map
- ALPR Pin Maps
- ALPR Recoveries & List
- 2021 Total Incidents to Date
- Officer Committed Time Report to Date

Fiscal Year 2022 Proposed Budget
Fiscal Year 2022 Proposed Budget PowerPoint

Clearance: Karen Glynn, City Administrator

Executive Summary

The Police Commission Report will include the following items:

- A. Update on Activities
- B. Update on 2022 Annual Budget Process and Preliminary Discussions

The Police Commissioner and Police Chief will present these items.
The Chief has provided all documents.



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

Raymond Schultz
Chief of Police

March 8, 2021

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: February Monthly Report

During the month of February MVPD responded/handled a total of 4,833 calls/incidents. 3,411 House watch checks were conducted. 92 traffic stops were initiated with 94 citations being issued for 154 violations. (Note: 11 Assists in Hedwig, 47 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:	1543/2921	1099/2176	1	15	6@3:34
Piney Point:	1099/2252	699/1575	3	55	5@2:48
Hunters Creek:	2112/3489	1610/2672	5	24	6@2:05
					17@2:47

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	189	Ord. Violations:	3	Speeding:	42
Accidents:	9	Information:	124	Exp. Registration:	3
ALPR Hits:	117	Suspicious Situations:	87	No Ins:	16
Assist Fire:	100	Welfare Checks:	36	No License	18
Assist EMS:	55			Stop Sign	7

This month the department generated a total of 64 police reports.

Crimes Against of Persons (1)

Assault 1

Crimes Against Property (26)

Burglary of a Motor Vehicle	6	CC Abuse	1
Fraud/ID	10	Forgery	4
Theft Misd.	5		

Petty/Quality of Life Crimes/Events (37)

ALPR Hits (valid)	8	ALPR Hit Investigations	5
Misc. Reports	22	Information Reports	9
Death Calls	3		

Arrest Summary: Individuals Arrested (3)

Warrants	1	Felony	1
Class 3 Arrests	1	DWI	0

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	634,853	5,040,063	12.6%
• Operating Expense:	156,594	899,881	17.4%
• Total M&O Expenditures:	791,447	5,939,944	13.3%
• Capital Expenses:	51	169,500	0%
• Net Expenses:	791,498	6,109,444	13%

Follow-up on Previous Month Items/Requests from Commission

- Staff worked on preparing a preliminary FY22 budget for the Commission.
- Personnel have been obtaining quotes for the 5-year Strategic Capitol Projects Plan.
- Personnel continue to obtain formal quotes for a Salary and Benefits survey. A third company finally responded and conducted their initial assessment of the organization in order to provide a comprehensive bid.
- Employee vaccines for the COVID-19 pandemic began with the first inoculations beginning on February 16, 2021 through the County.
- On March 1, 2021 a special vaccine clinic was hosted by HEB and a resident who is a pharmacist for them. A total of 60 employees were vaccinated from MVPD, Bunker Hill, Piney Point, Hunters Creek and Hedwig PD.

Personnel Changes/Issues/Updates

- Police applicant Lowrie was presented and accepted a preliminary offer of employment. He has been scheduled for his psychological examine on March 2, 2021.
- Officer Frank Lerma resigned effective February 24, 2022.
- Officer Larry Boggus was selected to fill the position of Community Relations Officer and started his new assignment on February 28, 2021.
- 2021 Firearms qualifications began on February 23, 2021 along with the semi-annual Use of Force review.

Major/Significant Events

- The Villages suffered a hard freeze along with a snowstorm the week of February 17th. MVPD had prepared for the storm by asking personnel to stay at near-by hotels in the event of roads being impassable. Personnel who lived more than 45 minutes or approximately 30 miles away stayed at 2 hotels. This included both dispatchers and officers. The roads were indeed extremely hazardous. MVPD remained fully staffed throughout the week. Extra personnel were brought in to assist in dispatch due to the high call volume. Officer Miller was placed in the field at 0500 hours each day as an extra change-over officer. The MVPD created a special CAD Event titled "Water Break Assist" and logged 298 calls for assistance. 112 911 calls and 1680 10-digit calls were received during the storm.
- MVPD hosted the 2021 Memorial Area Ferrari Car Club, Groundhog Day Charity Run on February 6, 2021 at the MVPD. 60 participants attended the event.

Status Update on any Major Projects

- Staff has been preparing for the sergeant's promotional process by developing a testing tool and obtaining the services of an outside consultant for the assessment center.

V-LINC new registrations in February: +98

BH – 1338 (+47)

PP – 918 (+20)

HC – 1381 (+25)

Out of Area – 454 (+6)

February 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	3:25
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Fire – 1	2:35
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EMS – 8	3:31
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By Village

BH Fire – 0	0
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BH EMS – 4	3:37
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PP Fire – 0	0
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PP EMS – 3	3:00
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HC Fire -1	2:35
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HC EMS -1	4:46
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Combined VFD Events (Priority + Radio)

Total – 95	3:44
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Fire – 65	3:54
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EMS – 30	3:28
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Radio Call Events

Total – 86	3:42
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Fire- 64	3:55
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EMS- 22	3:25
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2021 Burglary Map

Address 302 Chapel Bell
 Alarm No
 POE Vacant (none)

2021 Robberies

Address MO



Daytime Burglary

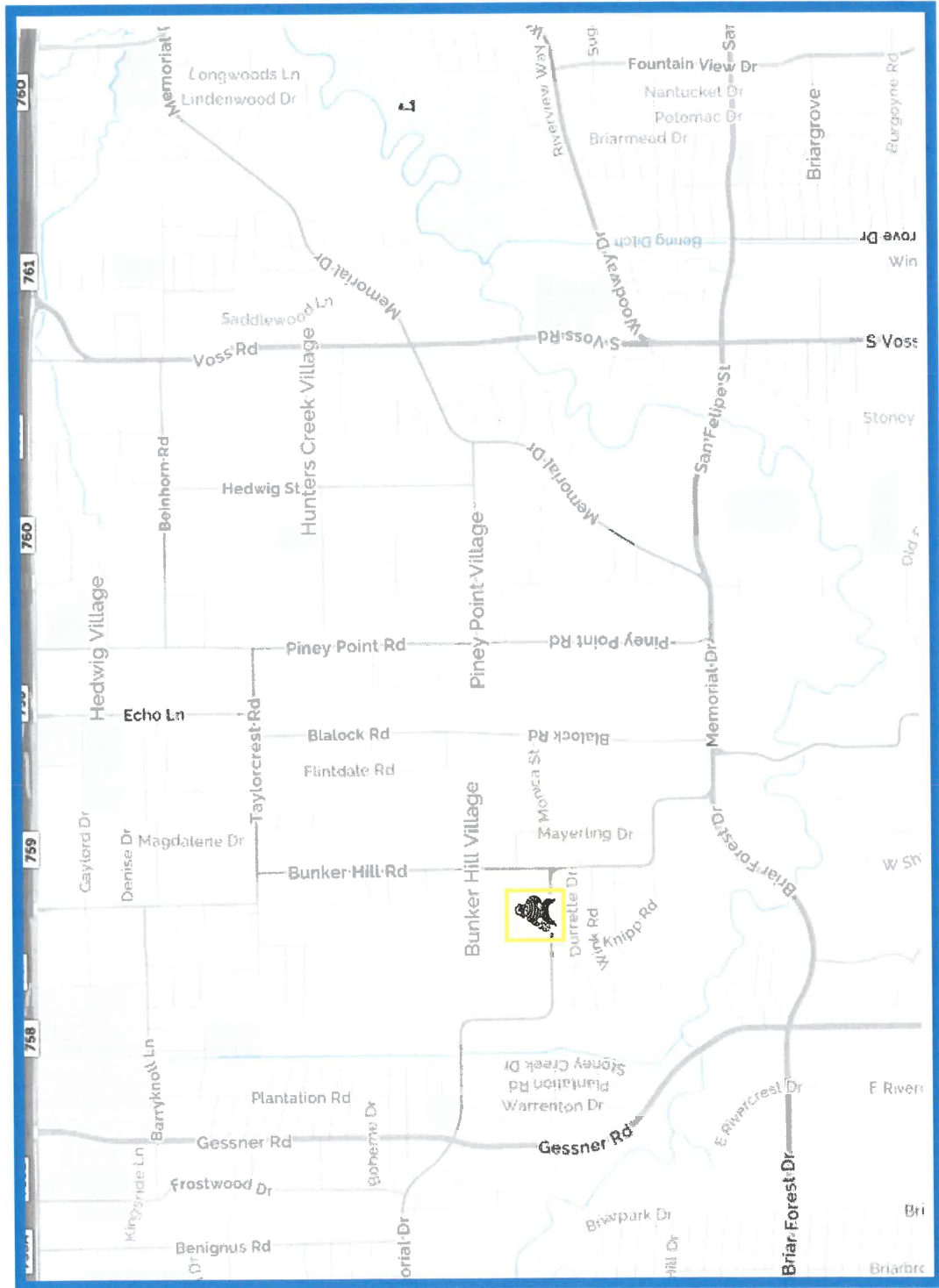


Nighttime Burglary



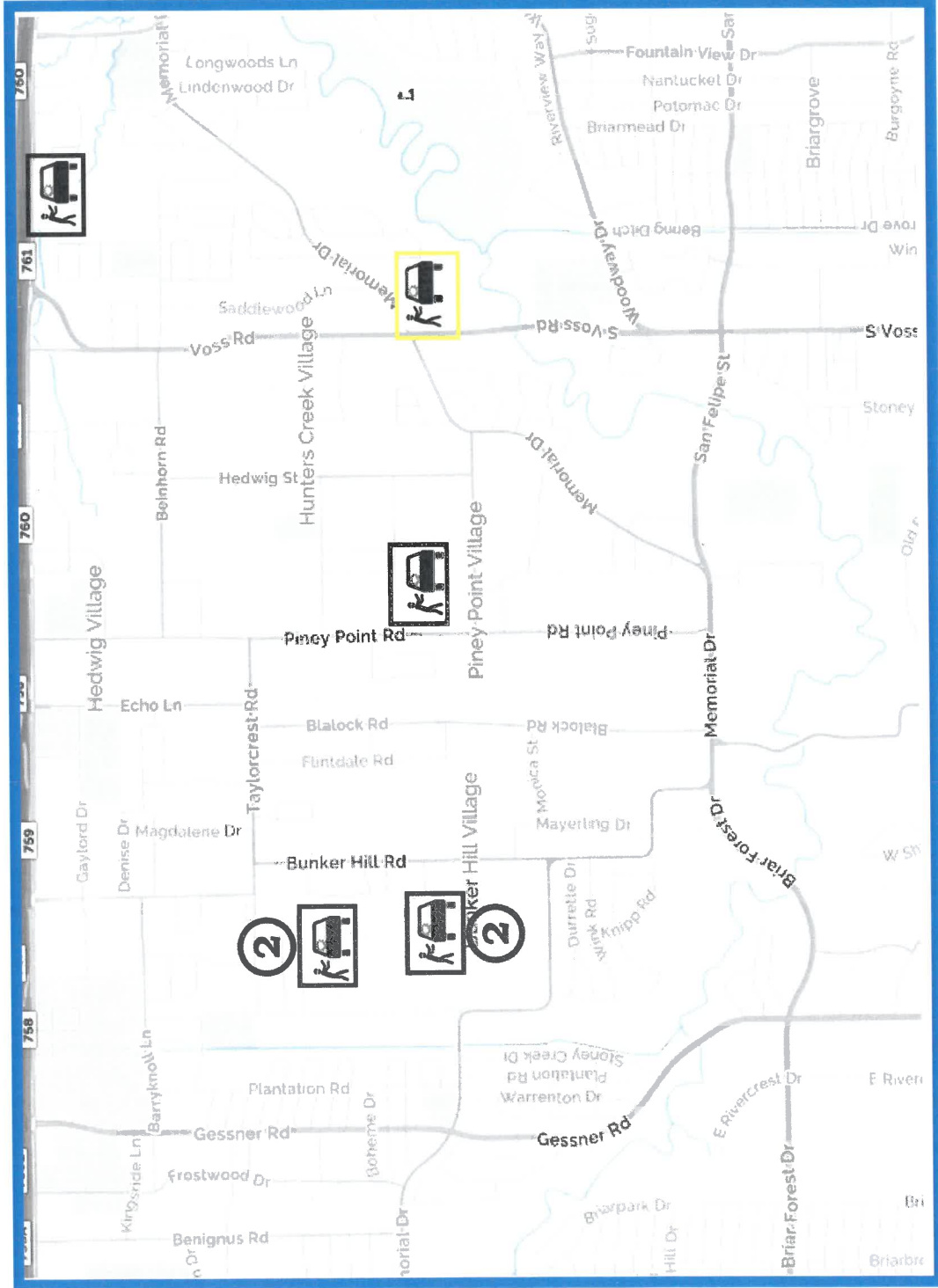
Robbery

2/28/21



2021 Auto Burglary Map

Address	POE
10709 Memorial (jugging)	Side Win Smash
335 Knipp	UNL Door
11931 Broken Bough	UNL Door
348 Knipp	UNL Door
512 Knipp	UNL Door
8435 Katy Fwy	Side Win Smash
11322 Surrey Oaks	UNL Door

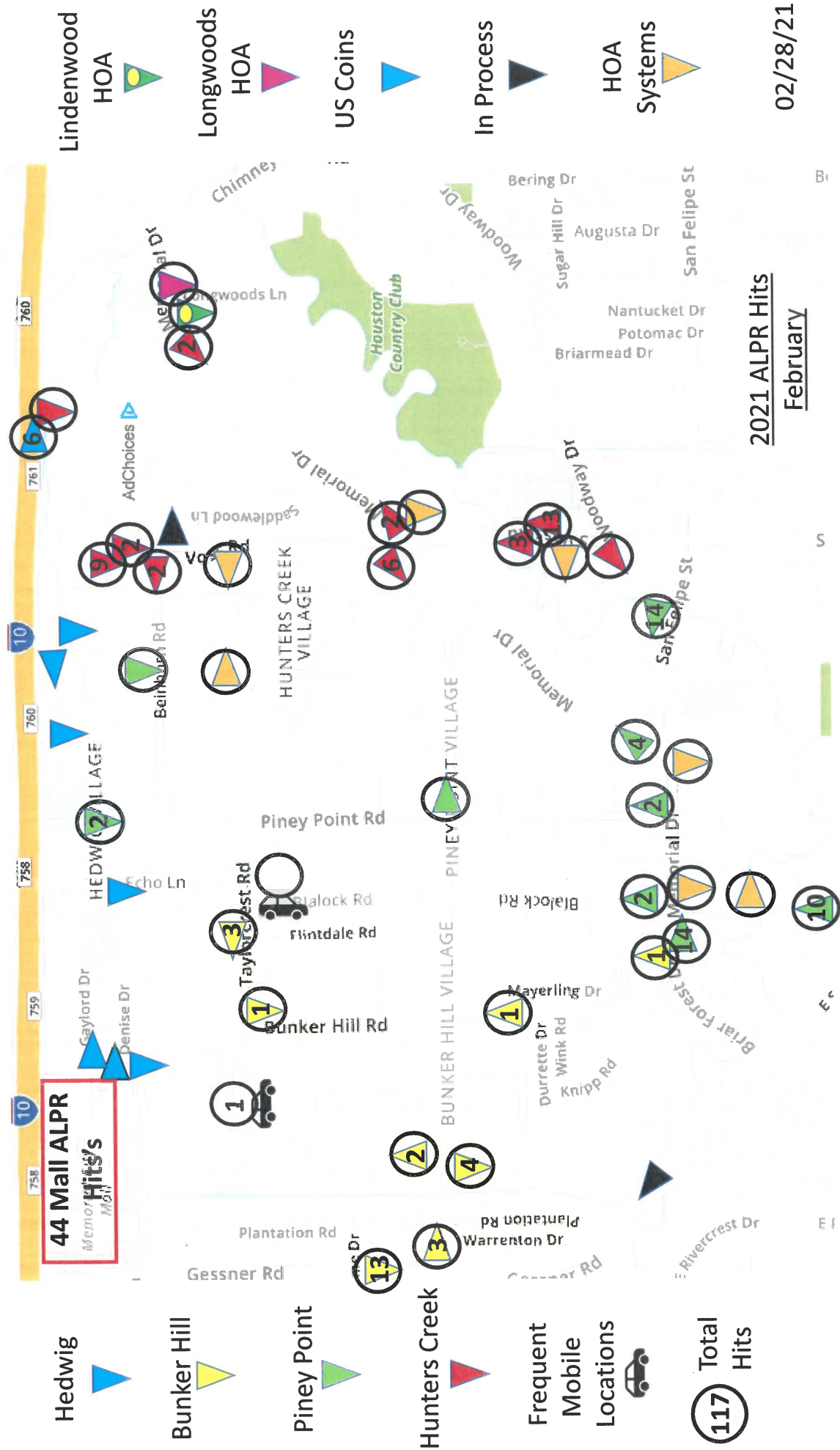



Daytime Burglary


Nighttime Burglary

2
3
4
4

2/28/21





2021 ALPR Recoveries

February

02/28/21

ALPR Recoveries						
Num	Plate	Vehicle	Loc	Val	Links	
1	KHM2376	Ford F350	22	\$ 48,000.00	Drugs-Meth	1/5/2021
2	MVL8705	Hyndi	10	\$ 14,000.00		11-Jan
3	GKR5588	Hond Civ	8	\$ 12,500.00	Fugitive/poss c	18-Jan
4	MWV2069	Chev Cruz	8	\$ 9,800.00	Fraud	20-Jan
5	R000293	Toy Cor	17	\$ 12,000.00	Rental/Cluck	21-Jan
6	LJP9550	Hynd SFE	19	\$ 14,000.00		28-Jan
7	DV48493	VW Jetta	14	\$ 17,500.00	Fel Warrant	29-Jan
8	MHT8564	Hond Acc	2	\$ 16,000.00	Car Jacking	31-Jan
9	9.49E+09	Chev Volt	8	\$ 38,000.00		2-Feb
10	DLJ392	Hond Acc	6	\$ 21,000.00	Fel Warrant	4-Feb
11	MPR6064	Toy Cor	12	\$ 14,000.00	Fug/Drugs	5-Feb
12	N541138	Chev Mal	8	\$ 21,000.00	Fug/Burg	8-Feb
13	BZ8K588	Ford Taur	23	\$ 8,000.00	Fraud	10-Feb
14	MNC3563	Cadi CTS	8	\$ 28,500.00		21-Feb
15	MYR3265	ToyHigh	US Coins	\$ 18,000.00	Fraud	3-Mar
16	89686F5	HYN Son	7	\$ 18,500.00	Fraud	4-Mar

Plate Recoveries		
Plate Recove	Date	Links
90561S4	3/1/2021	Paper Fraud Tag

Firearm in vehicle

2021 Value	\$ 310,800.00
2020 Value	\$ 1,147,500.00
2019 Value	\$ 438,000.00
Program Total	\$ 1,896,300.00

INVESTIGATIVE LEADS

103	NVK8808	Chev Tahoe	MDE Harrassment Case	SBISD	Solved	21-Jan
18	92350G3	Jeep Cherokee	Jugger Belaire to Racquet Club		CID-Open	22-Jan
21	BXR4783	Chev Pickup	FSGI		Solved	8-Feb
WIND HOA	FDC2680	Niss Alt	Mail Thieves		Solved	16-Feb
US Coins	MPV1209	Toy	BMV Jugger		CID-Open2	27-Feb
Strey	LYN9642	Toy Cor	Package Thief		CID-Open	27-Feb
17	CNB1734	BLK F150	FSGI		ID's	3-Mar

2021 Total Incidents

2021										Arrests	Total	Quality of Life Incidents	Crimes Against Property	Crimes Against Persons	Incidents	House Checks	YTD BH INC	YTD BH HC	YTD PP INC	YTD PP HC	YTD HC INC	YTD HC HC
January										2	28	47	77	5	4008	3019	1377	1077	1153	876	1377	1062
February										1	26	37	64	3	4833	3411	1543	1099	1099	699	2112	1610
March																						
April																						
May																						
June																						
July																						
August																						
September																						
October																						
November																						
December																						
Total										3	54	84	141	8	8841	6430	2920	2176	2252	1575	3489	2672

[illegible]

2021 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	14:27:08	6:19:50											2	4
BIEHUNKO, JOHN	23:07:01	19:19:59											7	8
BOGGUS, LARRY	7:55:02	20:20:04											8	7
BRACHT, DANIEL	17:07:03	11:15:42												1
BURLESON, Jason	12:12:34	18:10:56											2	0
CADENA, VANESSA	18:00:04	12:07:28											3	3
CANALES, RALPH EDWARD	16:04:00	7:27:16											3	8
CERNY, BLAIR C.	* 7:56:59	4:17:26												0
HARWOOD, NICHOLAS	18:15:14	15:46:27											5	0
JARVIS, RICHARD	10:46:12	28:53:18											8	9
JOLIVET, CHARLES	11:59:12	9:59:43												0
JONES, ERIC	* 0:31:48	0:06:32												0
KELSO JR, RONALD K	15:55:08	2:04:16											3	20
LERMA, FRANK	* 5:48:56													
MCCLVANY, ROBERT	15:06:05	10:55:03											3	1
MILLER, OSCAR	* 11:42:37	16:13:37											2	0
NASH, CHRISTOPHER	13:30:51	14:08:19											2	3
OWENS, LANE	* 4:42:45	0:12:48												0
PAVLOCK, JAMES ADAM	7:56:41	9:16:17											1	0
RODRIGUEZ, CHRISTOPHER	* 5:37:51	7:31:36												0
SCHANMEIR, CHRISTIAN	t 2:03:24	11:09:37											4	5
SCHULTZ, RAYMOND	* 0:00:00	0:49:06												0
SILLIMAN, ERIC	16:45:18	18:58:22											4	8
SSION, KYLE J	* 0:58:16	0:15:03												0
SPRINKLE, MICHAEL	1:19:49	4:18:27											1	1
TAYLOR, CRAIG	14:41:29	12:18:05											1	2
TORRES, PATRICK	14:43:57	13:30:08												1
TUGGLE, JAMES	8:01:57	13:07:32											2	7
VALDEZ, JUAN	17:55:02	21:37:31											2	2
VASQUEZ, MONICA	23:38:14	15:16:42											1	4
WHITE, TERRY	23:35:00	19:20:08											64	95

* = Admin Asmt.

t = temporary

Dispatch Committed Time													Totals
911 Phone Calls		302	314										616
3700 Phone Calls		2189	3536										5725
DP General Phone Calls*		54:30:49	90:01:08										

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

Memorial Villages Police Department

FY22 BUDGET PROPOSAL

GENERAL FUND

2.5% COLA, 1% STEP

Acct. No	Category	2019 Actual	2020 Unaudited Actual	2021 Adopted	2022 Requested	\$ Increase/ 2021-2022	% Increase
100							
100	Salaries	3,279,467	3,557,690	3,679,271	3,785,751	106,480	3%
110	Overtime	115,094	92,292	125,000	125,000	0	0%
115	Court/Bailiff	6,010	1,269	12,000	10,000	(2,000)	-17%
120	Retirement	379,669	430,477	450,483	459,268	8,785	2%
125	475b contribution		31,865	32,869	62,870	30,001	91%
130	Health Insurance	503,527	513,331	592,828	565,314	(27,514)	-5%
140	Workers Compensation - TML	65,000	59,982	70,500	75,000	4,500	6%
150	Life/LTD	17,847	18,946	21,709	21,982	273	1%
160	Medicare	47,252	52,046	55,403	56,911	1,508	3%
	TOTAL PERSONNEL/BENEFITS	4,413,866	4,757,898	5,040,063	5,162,096	122,033	2%
200							
	TML INTERGOVERNMENTAL RISK POOL						
200	Auto	26,604	25,201	41,100	27,500	(13,600)	-33%
210	General Liability	430	330	720	400	(320)	-44%
220	Public Official Bond	849	848	960	900	(60)	-6%
230	Professional Liability	18,858	18,998	21,400	21,000	(400)	-2%
240	Real & Personal Property	12,637	11,923	8,000	9,600	1,600	20%
	TOTAL OTHER INSURANCE	59,378	57,300	72,180	59,400	(12,780)	-18%
300							
300	Gas and Oil	66,046	69,296	70,500	75,000	4,500	6%
310	Fleet maintenance	31,154	33,539	35,000	40,000	5,000	14%
320	Tires	6,565	6,569	7,000	7,000	0	0%
	Damage Repair	5,783	5,010	10,000	10,000	0	0%
	TOTAL FLEET MAINTENANCE	109,548	114,414	122,500	132,000	9,500	8%
400							
400	General/Building Maintenance	18,848	21,849	25,000	30,000	5,000	20%
410	Janitorial Services	18,000	19,078	21,000	21,000	0	0%
420	Jail	773	299	1,000	1,000	0	0%
430	Building Furnishings	7,450	8,775	15,000	15,000	0	0%
	TOTAL BUILDING	45,070	50,001	62,000	67,000	5,000	8%
500							
500	Computers	10,640	8,521	13,000	13,000	0	0%
510	Postage/postage machine	840	1,129	1,100	1,300	200	18%
520	Office Supplies	12,063	11,974	15,000	15,000	0	0%
530	Bank/Finance Service Chgs	329	400	550	550	0	0%
540	Payroll Services	16,220	17,210	17,400	17,900	500	3%
	TOTAL OFFICE	40,093	39,233	47,050	47,750	700	1%
600							
600	Telephone	33,954	32,499	36,003	40,606	4,603	13%
610	Electric	16,051	14,704	20,000	20,000	0	0%
620	Water/Sewer	5,067	5,153	5,320	5,500	180	3%
630	Natural Gas	510	439	600	600	0	0%
	TOTAL UTILITIES	55,582	52,794	61,923	66,706	4,783	8%
700							
700	Equipment Maint. Contracts	58,797	134,984	118,340	135,950	17,610	15%
710	SETCIC fees	3,262	3,065	3,600	3,600	0	0%
720	Legal/Professional	51,406	76,802	55,000	80,660	25,660	47%
730	IT Services	98,578	100,055	101,850	102,050	200	0%
740	Software Maintenance Contracts	52,170	56,252	56,202	59,000	2,798	5%
	TOTAL CONTRACTS/SERVICES	264,214	371,159	334,992	381,260	46,268	14%
800							
800	Accreditation	0	0	1,200	1,200	0	0%
810	Uniforms	26,518	25,131	30,500	30,500	0	0%
820	Radio parts and labor	29,686	31,328	33,036	33,036	0	0%
830	Firearms Trng and Ammo	5,323	5,880	5,500	6,500	1,000	18%
	Tasers	9,656	10,122	15,000	15,000	0	0%

Memorial Villages Police Department

FY22 BUDGET PROPOSAL

GENERAL FUND CONTINUED

Acct. No	Category	2019 Actual	2020 Unaudited Actual	2021 Adopted	2022 Requested	\$ Increase/ 2021-2022	% Increase
840	Training & Prof. Dues	38,311	23,113	58,000	58,000	0	0%
850	Travel	7,642	592	9,000	7,000	(2,000)	-22%
860	Recruiting Costs	5,154	958	5,000	5,000	0	0%
870	Criminal Investigations (CID)	3,084	3,003	3,500	3,500	0	0%
880	Contingency - Miscellaneous	13,481	4,179	25,000	25,000	0	0%
892	Small Equipment	4,182	2,255	13,500	14,100	600	4%
	COVID expenditures		47,884			0	
	TOTAL OPERATIONS	143,038	154,444	199,236	198,836	(400)	0%
	TOTAL M&O	5,130,790	5,597,244	5,939,944	6,115,048	175,104	2.95%

OTHER FUNDS

Acct. No	Category	2019 Actual	2020 Unaudited Actual	2021 Adopted	2022 Requested	\$ Increase/ 2021-2022	% Increase
1000							
1000	Auto Replacement	158,332	165,670	153,000	160,000	7,000	5%
	Rifle Locking System						
	AEDs						
	TOTAL VEHICLE REPLACEMENT	158,332	165,670	153,000	160,000	7,000	4.58%
2000							
2880	Capital Projects Contingency	518	150				
	Radar message board			16,500		(16,500)	
	12TB Data and Replacement Server				18,000	18,000	
	TOTAL SPECIALCAPITAL ASSETS	518	150	16,500	18,000	1,500	
	TOTAL OTHER FUNDS	158,850	165,821	169,500	178,000	8,500	5%

Category	2019 Actual	2020 Unaudited Actual	2021 Adopted	2022 Requested	\$ Increase/ 2021-2022	% Increase
GENERAL FUND	5,130,790	5,597,244	5,939,944	6,115,048	175,104	2.95%
OTHER FUNDS	158,850	165,821	169,500	178,000	8,500	5.01%
COMBINED TOTALS	5,289,639	5,763,064	6,109,444	6,293,048	183,604	3.01%



Hunters Creek

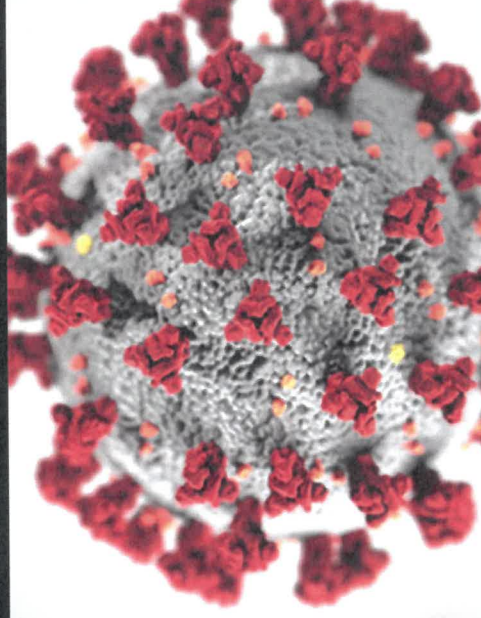


Village

FY22 Budget

Bunker Hill Village - Piney Point Village - Hunters Creek Village

Facing the Challenges of
Today, Tomorrow and Beyond





Hunters Creek



Village

FY22 Budget Goals and Objectives

Goals:

Hire, Develop and Maintain the **best qualified and experienced employees** to serve as Memorial Villages Police Department, Police Officers, Dispatchers and Professional Support Staff.

Provide and maintain the **best tools, technology and equipment** available for use by the MVPD in order to provide for a Safe Community, Free of Crime and the Fear of Crime.

Objective:

Use Village Funds in the most effective and efficient manner possible in order to hire and retain employees by providing a competitive salary and benefit package, while at the same time providing staff with the latest technology, tools, equipment and support services that will allow personnel to provide the **highest level of Police Services and Protection**.



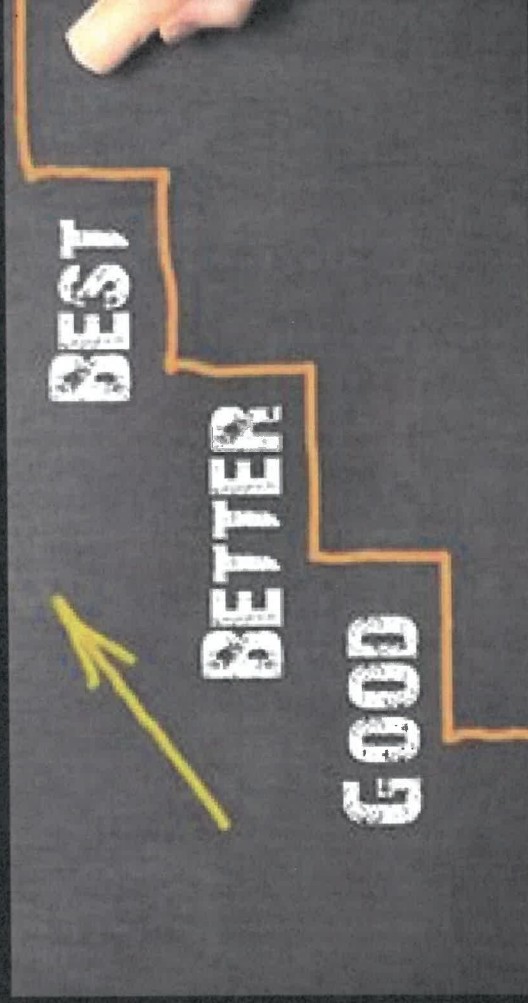
Hunters Creek



Village

FY22 Budget Results from Previous Budgets

- Staffing ✓
- Building the Brand ✓
- Tackling Crime ✓
- Technology ✓
- Response Times ✓
- Officer and Community Safety ✓





Hunters Creek



Village

FY22 Budget

Investment in Personnel – Fully Staffed

Build on our Solid Base

2.5% Increase in Salary and Benefit Budget

- Avg Base Salary Increase – 3.5%
- (1% STEP + 2.5% Salary Adjustment)
- Fully Fund 457b City contribution at 2% (+1%)

Average Salary

w/pay incentives will be:

Sergeant	\$107,205
Patrol Officer	\$87,576
Dispatcher	\$60,611



Hunters Creek



Village

FY22 Budget

Salary Adjustments - Justification

Maintain our Competitiveness in the LE Community
If not at the Top of the Scale – Be very close

- Base Salary Increase – Recognize the quality work performed along with the additional duties and attention to detail performed by MVPD employees
- 1% STEP – Annual Individual Performance Based Pay Incentive
- Additional 1% 457b Contribution taking total to 2% – Long term savings incentive to compensate for Windfall Act Penalty, Fixed TMRS benefit and Post Employment Health Care.



Hunters Creek



Village

FY22 Budget



Technology = Efficiency + Risk Reduction

- ALPR – The Department ALPR Project has been extremely effective at pro-actively identifying criminals who are within the jurisdiction of the MVPD and as an investigative tool for Detectives. This budget adds 3 additional systems.
- Server – Computer technology touches every aspect of the department. The primary domain server is at end of life.
- Back-up System DATTO – System back-up and Security Hardware and Software is intragyral. Current equipment is at end of life. Back-up of Data will reside both on-site and in the Cloud.



Hunters Creek



Village

FY22 Budget Proposal

FY22 Budget Adjustments/Increases/Decreases

Vehicle Maintenance Adjustment +\$5,000

General Maintenance Contracts +\$5,690

- Phone System
- Generator
- E-RAD
- Copier
- Elevator
- Fire Safety Systems

Office

- Firearms and Ammo +\$1,000
- Small Equipment +\$600

Equipment

- 3 ALPR's \$7,500
- 4 Replacement Ticket Writers \$6,800
- 4 Urban Rifles +7,300

Vehicle Replacement Budget Adjustment +\$7,000



Hunters Creek



Village

FY22 Budget Proposal

Proposed Total Budget Package for 2022

Personnel and Benefits \$5,162,098 (+2.4%)

Total Operations \$198,836 (-0.2%)

Total M&O \$6,115,049 (+2.94%)

Auto – \$160,000 (+5%)
(Vehicles)

Proposed 2022 Budget – \$6,293,049 (+2.99%)

Cost per Village \$2,097,683
Increase of \$61,066 per village over FY21



Hunters Creek



Village

Future Capital Projects 2022-2025

The Memorial Villages Police Department administration has identified several capital projects that will likely need Funding from participating cities over the next 1-5 years.

These projects include:

- Roof Replacement \$93,385+
- HVAC Replacement \$56,000-\$148,000+
- Radio System Upgrades \$130,000+
- CAD/RMS/ARS Replacement \$190,000-\$470,000
- Building Upgrades – \$TBD
- Gutters, Overhead Doors, Paint, Jail Fixtures

Although the Memorial Villages Police Department has a fund in place to account for capital projects, this fund has not been regularly used as a vehicle to hold funds for these projects. Instead, the three cities have essentially employed a pay as you go methodology whereby the participating cities provide funding for capital projects as needed. A Capital Strategic Plan has been prepared that estimates these costs and an approximate timeline of the needed Repairs/Replacements/Improvements.



Hunters Creek



Village

Future Capital Projects 2022-2025

5 Projects requiring attention within the next 4-5 years



Roof
\$93,400 - \$110,000+



HVAC
\$56,000 - \$148,000



Radio System
\$130,000+



CAD/RMS/ARS
\$190,000 - \$400,000



Gutters
Unknown Custom Fab

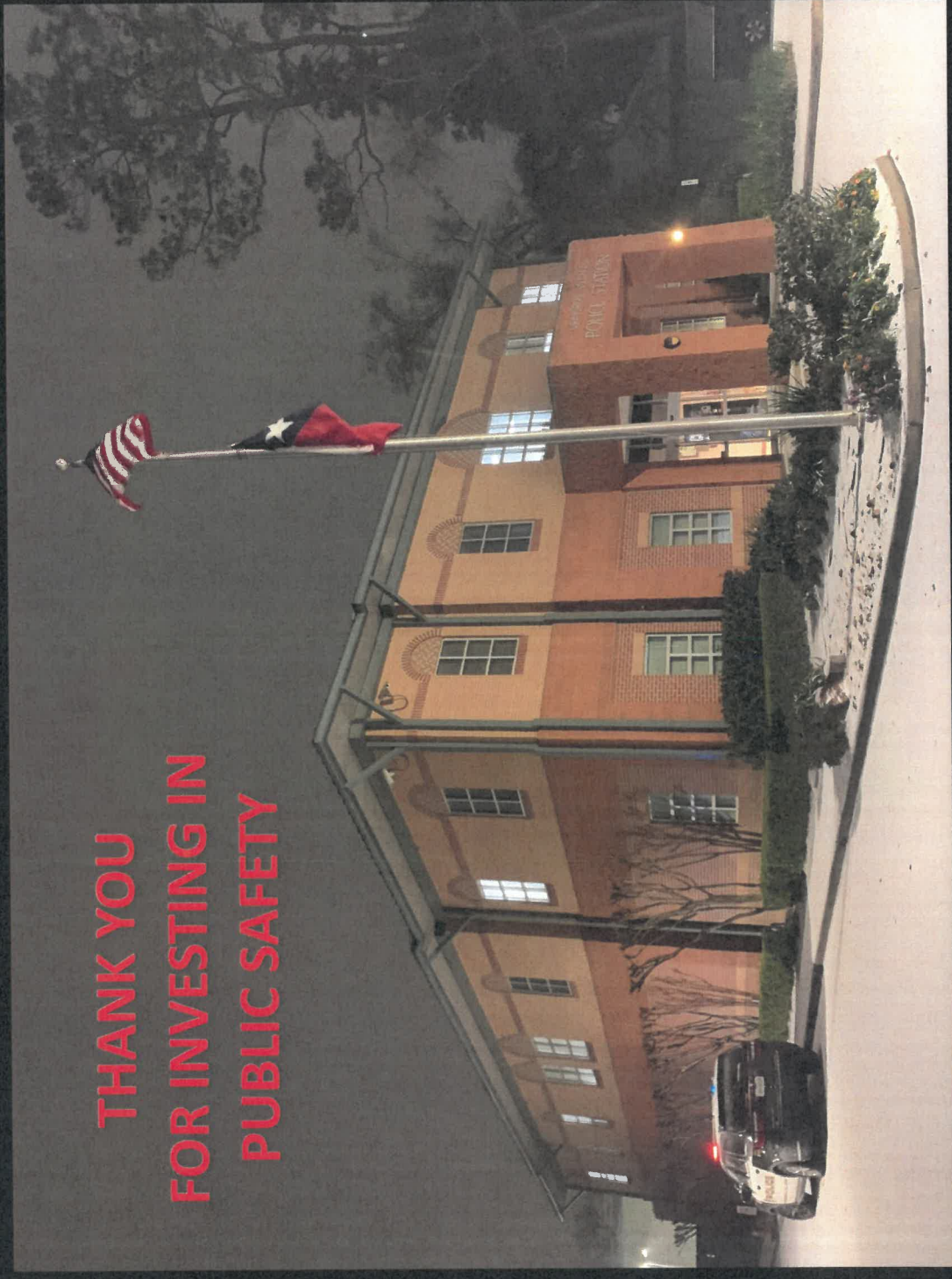


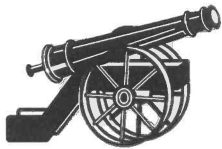
Hunters Creek



Village

**THANK YOU
FOR INVESTING IN
PUBLIC SAFETY**





CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: March 23, 2021

Agenda Item No: V

Subject/Proceeding: FIRE COMMISSION LIAISON REPORT

Exhibits: 2021 Year to Date Response Data


Clearance: Karen Glynn, City Administrator

Executive Summary

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

A. Update on Activities

The City's Liaison will provide the Activities Report. The Year-to-Date Summary was provided by the Fire Chief.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
	Total Number of YTD Incidents 2021				Life Threatening (LT) EMS Incidents				Life Threatening (LT) Fire Incidents						
	Fire	EMS	Total	# LT EMS	Natl Stand. 6:30	of 90%	Natl. Stand 10:30	of 90%	# LT Fire	Natl Stand. 6:50	of 90%	% of 2021 Calls are:		Fire Alarms	% of Fire Calls
					1st Resp. Time		ALS Resp Time			Response Time			Fire	EMS	
Bunker Hill Village	70	25	95	11	3:04	100%	7:13	100%	1	3:25	100%	74%	26%	27	39%
Hedwig Village	38	36	74	18	3:21	100%	3:21	100%	6	3:26	100%	51%	49%	6	16%
Hilshire Village	9	11	20	5	3:13	100%	2:59	100%	0		100%	45%	55%	3	0%
Hunters Creek Village	88	43	131	18	3:14	100%	5:33	100%	9	4:18	100%	67%	33%	43	48%
Piney Point Village	67	38	105	15	3:59	100%	5:06	100%	5	5:46	100%	64%	36%	29	43%
Spring Valley Village	57	27	84	12	2:29	100%	4:18	100%	3	2:03	100%	68%	32%	15	26%
Houston	24	0	24												
Totals	353	180	533	79	3:13	100%	4:45	100%	24	3:47	100%	66%	34%	123	29%

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: Reports the year to date number of "five" 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 6: Reflects the year to date, first responder's response times for each jurisdiction.

Column 7 Row A Reflects the National Standard of calls which the national standard should be met: 90%

Column 7: Reflects the year to date, percentage of calls which the national standard is met during life threatening EMS calls.

Column 8 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 8. Define the way to date. Advise support equipment and personnel response time for life threatening calls within each jurisdiction.

Column B Row A Reflects the National Standard of calls which the ALS standard should be met: 90%

Column D: Reflects the number of calls which the national standards is met of ALS response for each jurisdiction.

Column 10: Reflects the year to date number of life threatening "Fire Type" calls within each jurisdiction.

Column 11: Reflects the year to date average total response time to fire type calls within each jurisdiction.

Column 17: Reflects the year to date percentage of life threatening fine tune calls which meet or exceed the National Standard.

Column 13: Reflects the year to date percentage of calls which our "fire type" calls.

Column 14- Reflects the year to date percentage of call which our "EMS" calls.

Column 15: Reflects the year to date number of Fire Alarms within each jurisdiction.

Column 16: Reflects the percentage of fire type calls which are fire alarms.

ORDINANCE NO. 21-545

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, August 18, 2020, September 15, 2020, October 20, 2020, November 17, 2020, January 19, 2021, and February 22, 2021 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-seven (37) 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 37 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.

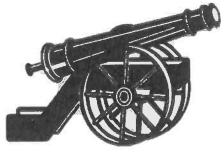
Section 7. This ordinance shall take effect immediately upon its approval.

PASSED, APPROVED AND ORDAINED on this 23rd day of March 2021.

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: March 23, 2021

Agenda Item No: VIII

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION REGARDING AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, DECLARING THE UNOPPOSED CANDIDATES FOR THE MAYOR AND COUNCIL MEMBERS, POSITIONS 4 AND 5 ELECTED; PROVIDING THAT THE MAY 1, 2021 GENERAL MUNICIPAL OFFICERS ELECTION SHALL NOT BE HELD

Exhibits: Ordinance

Clearance: Karen Glynn, City Administrator

Executive Summary

The City holds its election for Mayor and City Council in May of each year. The election for the Positions of Mayor and Councilmembers 4 and 5 are held in odd numbered years and this year was called for May 1, 2021. Friday, February 12, 2021 at 5:00 was the last date to file as a candidate for one of these three positions. All incumbents filed for their respected positions with no opposition.

The attached Ordinance declares the unopposed candidates as elected and cancels the General Election set for May 1, 2021.

ORDINANCE NO. 21- 546

**AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS,
DECLARING THE UNOPPOSED CANDIDATES FOR THE MAYOR AND
COUNCILMEMBERS, POSITIONS 4 AND 5 ELECTED; PROVIDING
THAT THE MAY 1, 2021 GENERAL MUNICIPAL OFFICERS ELECTION
SHALL NOT BE HELD; CONTAINING OTHER PROVISIONS RELATING
TO THE SUBJECT; PROVIDING FOR SEVERABILITY; AND
REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES
INCONSISTENT OR IN CONFLICT HEREWITH.**

* * * * *

WHEREAS, pursuant to City of Bunker Hill Village, Texas, Ordinance No. 21-541, passed and approved on January 19, 2021, a General Municipal Officers Election was ordered to be held on May 1, 2021, for the purpose of electing three officials of the City, to wit: the Mayor and Councilmember Position No. 4 and Councilmember Position No. 5.

WHEREAS, pursuant to Ordinance No. 21-541 and Section 143.007, Texas Election Code, the deadline for filing applications for a place on the ballot of the City's Municipal Officers Election has expired; and

WHEREAS, the City Secretary, in accordance with Section 2.052, Texas Election Code, has certified to the City Council, in writing, that Robert P. Lord is unopposed for the election to the office of Mayor; Keith Brown is unopposed for election to the office of Councilmember Position 4; and Laurie Rosenbaum is unopposed for election to the office of Councilmember Position No. 5.

WHEREAS, the City Council hereby finds and determines that each candidate whose name is to appear on the ballot in said election is unopposed, and no proposition is to appear on the ballot for such election; 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 hereby found to be true and correct.

Section 2. In accordance with Section 2.053(a), Texas Election Code, the following unopposed candidates are hereby declared duly elected to the respective offices shown:

Mayor – Robert P. Lord
Councilmember Position 4 – Keith Brown
Councilmember Position 5 – Laurie Rosenbaum

Section 3. Pursuant to Section 2.053(b) Texas Election Code, the General Municipal Officers Election heretofore called and ordered by the City of Bunker Hill Village, Texas, Ordinance No. 21-541, for the 1st day of May 2021, shall not be held and is hereby cancelled.

Section 4. The City Secretary is hereby directed to cause a copy of this Ordinance to be posted on Election Day, same being May 1. 2021 at the polling place that would have been used in such election.

Section 5. 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.

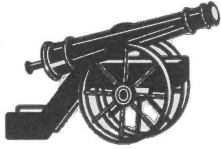
Section 6. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED, APPROVED, AND ADOPTED this 23rd day of March 2021.

Robert P. Lord, Mayor

ATTEST:

Karen Glynn, Acting City Secretary



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: March 23, 2021

Agenda Item No: IX

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. 21-547 AUTHORIZING THE ISSUANCE OF CITY OF BUNKER HILL VILLAGE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021 AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS**

Exhibits: Ordinance

Clearance: Susan Grass, Finance Manager
Karen Glynn, City Administrator

Executive Summary

On January 19, 2021, the City Council approved two resolutions to issue Certificates of Obligation to fund Water Well No. 5 and detention at Bunker Hill Elementary School:

- Resolution No. 01-19-2021A - Authorizing Publication of Notice of Intention to Issue Certificates of Obligation
- Resolution No. 01-19-2021B - Expressing Intent to Reimburse Expenditures with Proceeds of a Borrowing

City Staff and Masterson Advisors recently confirmed the City's AAA Bond Rating from Standard and Poors for this issue.

The next step in the process is approval of the ordinance authorizing the issue which is planned for April 13, 2021. This action also includes completing the information based on the sale and authorizing the execution of all documents.

As noted in the Plan of Finance, the total debt issue is an amount not to exceed \$7.5 Million. It is estimated that \$5.5 Million will be needed for the well and \$2.0 Million for Detention; however, the actual amounts to cover each project can be balanced as the projects unfold. The plan also shows a 20 year payoff for the well supported by a transfer to the Debt Service Fund from the Utility Fund and a 10 year payoff for the detention project. The 10-year payoff coincides with the debt schedule remaining in the Debt Service Fund support by Tax Revenues and provides a plan to meet Senate Bill 2 and the long range plan for the City's General Fund and implementing the Infrastructure Management Plan.

Bond Counsel is provided by Hunton Andrews Kurth LLP.

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF BUNKER
HILL VILLAGE, TEXAS COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2021**

2. Definitions. Throughout this ordinance the following terms and expressions as used herein shall have the meanings set forth below:

“Act” means Subchapter C of Chapter 271, Texas Local Government Code.

“Business Day” means any day which is not a Saturday, Sunday, a day on which the Registrar is authorized by law or executive order to close, or a legal holiday.

“Certificate” or “Certificates” means the City of Bunker Hill Village, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021 authorized in this Ordinance, unless the context clearly indicates otherwise.

“City” means the City of Bunker Hill Village, Texas.

“Closing Date” means the date on which the Certificates are delivered to and paid for by the Initial Purchaser.

“Code” means the Internal Revenue Code of 1986, as amended.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Debt Service Fund” means the fund for payment of the Certificates established by the City in Section 20 of this Ordinance.

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

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

“Interest Payment Date,” when used in connection with any Certificate, means October 1, 2021 and each April 1 and October 1 thereafter until maturity or prior redemption.

“Initial Certificate” means the Initial Certificate authorized by Section 6(d).

“Initial Purchaser” means [].

“Official Bid Form” means the bid form executed by the Initial Purchaser and the City as further described in Section 24.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means any person who shall be the registered owner of any outstanding Certificate.

“Record Date” means, for any Interest Payment Date, the close of business on the 15th day of the month next preceding such Interest Payment Date.

“Register” means the books of registration kept by the Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

“Registrar” means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, and its successors in that capacity.

3. Authorization. The Certificates shall be issued pursuant to the Act in fully registered form, without coupons, in the total authorized principal amount of [\$6,180,000] for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with the (i) the construction, improvement, repair, rehabilitation and equipment of the City’s water and sewer system, including a new water well and transmission lines (ii) the construction of drainage and storm water detention improvements, (iii) the cost of professional services in connection therewith, and (iv) the costs of issuance of the Certificates.

4. Designation, Date, and Interest Payment Dates. The Certificates shall be designated as the “CITY OF BUNKER HILL VILLAGE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021,” and shall be dated April 1, 2021. The Certificates shall bear interest at the rates set forth in Section 5 of this Ordinance from the later date of the delivery of the Certificates, or the most recent Interest Payment Date to which such interest has been paid or duly provided for, calculated on the basis of a 360-day year or twelve 30-day months, payable on each Interest Payment Date.

5. Initial Certificates; Numbers and Denominations. The Certificates shall be initially issued bearing the numbers, in the principal amounts, and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Ordinance. The Certificates shall mature on April 1 in each of the years and in the amounts set out in such schedule. The Initial Certificate shall be numbered I-1 and all other Certificates shall be numbered in sequence beginning with R-1. Certificates delivered on transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

Maturity Date

Principal Amount

Interest Rate

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

(b) If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of such Certificates or before the delivery of such Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Certificate delivered at the Closing Date shall have attached hereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, the Initial Certificate, being a single certificate representing the entire principal amount of the Certificates, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signature of the Mayor and the City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, shall be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Registrar shall cancel the Initial Certificate and deliver definitive Certificates to DTC.

7. Payment of Principal and Interest. The Registrar is hereby appointed as the registrar and paying agent for the Certificates pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, which is hereby authorized and the terms and provisions of which are hereby approved by the City and which the appropriate officials of the City are hereby authorized to execute. The principal of the Certificates shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they become due and payable at the principal payment office in Dallas, Texas of the Registrar. The interest on each Certificate shall be payable by check payable on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Certificate is not a Business Day, then the date for such payment shall be the next succeeding Business Day, with the same force and effect as if made on the original date payment was due.

8. Successor Registrars. The City covenants that at all times while any Certificates are outstanding it will provide a commercial bank or trust company organized under the laws of the United States or any state and duly qualified and legally authorized to serve as Registrar for the Certificates. The City reserves the right to change the Registrar on not less than 60 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Certificates. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

9. Special Record Date. If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

10. Ownership; Unclaimed Principal and Interest. The City, the Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute Owner of such Certificate for the purpose of making payment of principal or interest on such Certificate, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Certificate in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Registrar upon such Certificate to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code.

11. Registration, Transfer, and Exchange. So long as any Certificates remain outstanding, the Registrar shall keep the Register at its principal payment office in Dallas, Texas, and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Certificates in accordance with the terms of this Ordinance.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal payment office in Dallas, Texas of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Certificate in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender at the principal payment office in Dallas, Texas of the Registrar, for a Certificate or Certificates of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The City or the Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the City.

12. Mutilated, Lost, or Stolen Certificates. Upon the presentation and surrender to the Registrar of a mutilated Certificate, the Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Certificate is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide Initial Purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The City or the Registrar may require the Owner of a mutilated Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar.

The City or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Certificate, before any replacement Certificate is issued, to:

- (1) furnish to the City and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(2) furnish such security or indemnity as may be required by the Registrar and the City to save them harmless;

(3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

(4) meet any other reasonable requirements of the City and the Registrar.

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

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

13. Cancellation of Certificates. All Certificates paid in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the City with appropriate certificates of destruction of such Certificates.

14. Book-Entry System. (a) The Initial Certificate shall be registered in the name of the Initial Purchaser. Except as provided in Section 15 hereof, all other Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

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

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

15. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City in its sole discretion, determines that the beneficial owners of the Certificates shall be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall not longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

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

17. Optional and Mandatory Redemption; Defeasance. The Certificates are subject to optional and mandatory redemption as set forth in the Form of Certificate in this Ordinance.

Principal amounts may be redeemed only in integral multiples of \$5,000 or any integral multiple thereof. Upon surrender of any Certificate for redemption in part, the Registrar, in

accordance with Section 11 hereof, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity, issue date, and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

Notice of any redemption identifying the Certificates to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail, postage prepaid, to the Owner of each Certificate to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and, if less than all Certificates outstanding of a particular maturity are to be redeemed, the numbers of the Certificates or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Certificates have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption.

The Certificates may be discharged or defeased in any manner now or hereafter permitted by law.

18. Forms. The form of the Certificates, including the form of Registration Certificate of the Comptroller of Public Accounts, which shall be attached or affixed to the Initial Certificate, the form of the Registrar's Authentication Certificate, and the form of Assignment, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Ordinance:

(a) Form of Certificate.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF HARRIS

REGISTERED
NUMBER
I-1

REGISTERED
DENOMINATION
\$[]

CITY OF BUNKER HILL VILLAGE, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION

SERIES 2021

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP:
April 1, 2021

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Bunker Hill Village, Texas (the “City”) promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Certificate at The Bank of New York Mellon Trust Company, N.A. (the “Registrar”) at its principal payment office in Dallas, Texas, the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of April 13, 2021, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable by check April 1 and October 1 until maturity or prior redemption, commencing October 1, 2021, to the registered owner of record as of the close of business on the 15th day of the month next preceding such Interest Payment Date.

THIS CERTIFICATE is one of a duly authorized issue of certificates of obligation, aggregating \$[6,180,000] (the “Certificates”), issued in accordance with the Constitution and laws of the State of Texas, particularly Subchapter C of Chapter 271, Texas Local Government Code, for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with the (i) the construction, improvement, repair, rehabilitation and equipment of the City’s water and sewer system, including a new water well and transmission lines (ii) the construction of drainage and storm water detention improvements, (iii) the cost of professional services in connection therewith, and (iv) the costs of issuance of the Certificates; and, pursuant to an ordinance duly adopted by the City Council of the City (the “Ordinance”), which Ordinance is of record in the official minutes of the City Council.

THE CITY RESERVES THE RIGHT to redeem Certificates maturing on and after [April 1, 20__] prior to their scheduled maturities, in whole or from time to time in part, in principal amounts of \$5,000 or any integral multiples thereof, on [April 1, 20__], or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. Reference is made to the Ordinance for complete details concerning the manner of redeeming the Certificates.

[If designated as Term Certificates]THE CERTIFICATES maturing on April 1 in the years 20__ and 20__ (the “Term Certificates”) are subject to mandatory redemption prior to maturity in the amounts and on the dates set out below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date:

TERM CERTIFICATES MATURING IN THE YEAR 20

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
April 1, 20__	\$
_____ (maturity)	\$

TERM CERTIFICATES MATURING IN THE YEAR 20

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
April 1, 20__	\$
_____ (maturity)	\$

The particular Term Certificate to be redeemed shall be selected by the Registrar by lot or other customary random selection method, on or before February 15 of each year in which Term Certificates are to be mandatorily redeemed. The principal amount of Term Certificate to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Certificate that has been acquired by the City and delivered to the Registrar for cancellation or has been optionally redeemed and which have not been made the basis for a previous reduction.

NOTICE OF ANY REDEMPTION shall be given at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owner of each Certificate to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Certificates or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS CERTIFICATE is transferable only upon presentation and surrender at the principal payment office in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THE CERTIFICATES are exchangeable at the principal payment office in Dallas, Texas, for Certificates in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Certificate, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified registrar for the Certificates and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the revenues to be derived from the operation of the City’s water and sewer system, after the payment of all operation and maintenance expenses thereof (the “Net Revenues”), not to exceed \$1,000, are pledged to the payment of the principal of and interest on the Certificates; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor and countersigned with the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate.

(AUTHENTICATION
TEXAS
CERTIFICATE)

(SEAL)

CITY OF BUNKER HILL VILLAGE,

Robert P. Lord, Mayor
City of Bunker Hill Village

Karen H. Glynn, Acting City Secretary
City of Bunker Hill Village

(b) Form of Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

(SEAL)

Comptroller of Public Accounts
of the State of Texas

(c) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate has been delivered pursuant to the Ordinance described in the text of this Certificate.

The Bank of New York Mellon Trust Company, N.A.
As Paying Agent/Registrar

By _____
Authorized Signature
Date of Authentication _____

(d) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed: _____

correspond

particular,

NOTICE: Signature must be guaranteed change by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Registered Owner

NOTICE: The signature above must

to the name of the registered owner as shown on the face of this Certificate in every

without any alteration, enlargement or whatsoever.

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

(i) immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Certificate, the words "on the maturity date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on April 1 in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:

[Information to be inserted from schedule in Section 5]

(iii) the Initial Certificate shall be numbered I-1.

19. CUSIP Numbers; Bond Insurance. CUSIP Numbers may be printed on the Certificates, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Certificates. If bond insurance is obtained by the Initial Purchaser, the Certificates may bear an appropriate legend as provided by the insurer.

20. Debt Service Fund; Tax Levy. There is hereby established a special fund of the City to be known as the City of Bunker Hill Village, Texas, Combination Tax and Revenue

Certificates of Obligation, Series 2021 Debt Service Fund (the "Debt Service Fund"), which shall be kept separate and apart from all other funds of the City. The proceeds from all taxes levied, assessed and collected for and on account of the Certificates authorized by this Ordinance shall be deposited, as collected, in the Debt Service Fund. While the Certificates or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other City taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City, sufficient to pay the current interest on the Certificates as the same becomes due and to provide and maintain a sinking fund of not less than two percent of the principal amount of the Certificates or the amount required to pay each installment of principal of the Certificates as the same matures, whichever is greater, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Certificates.

21. Pledge of Revenues. As authorized by Chapter 1502, Texas Government Code, the revenues to be derived from the operation of the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), not to exceed \$1,000, are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

22. Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and revenues granted by the City under Sections 20 and 21 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding an unpaid such that the pledge of the taxes and revenues granted by the City under Sections 20 and 21 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

23. Further Proceedings. After the Initial Certificate has been executed, it shall be the duty of the Mayor and other appropriate officials and agents of the City to deliver the Initial Certificate and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Certificate has been approved by the Attorney General, it shall be delivered to the Comptroller for registration. Upon registration of the Initial Certificate, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully

designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

24. Sale; Bid Form. The Certificates are hereby sold and shall be delivered to the Initial Purchaser at a price of par, plus a net premium in the amount of \$[] less an underwriter's discount of \$[], in accordance with the terms of the Official Bid Form of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Certificates have been sold at public sale to the bidder offering the lowest interest cost after an invitation for competitive bids. The Mayor and other appropriate officials of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates.

25. Covenants to Maintain Tax Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

"Computation Date" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Issue Date" for each series or sub-series of the Certificates or other obligations of the City is the respective date on which such series or sub-series of the Certificates or other obligations of the City is delivered against payment therefor.

"Net Sale Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Rebate Amount" has the meaning stated in Section 1.148-3 of the

Regulations.

“Regulations” means the temporary or final Income Tax Regulations applicable to the Certificates issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Certificates.

“Yield of”

(1) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(2) the Certificates shall be computed in accordance with Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds of the Certificates or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Certificate and prior to the last stated maturity of the Certificates,

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of the Certificates and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the regulations and rulings relating to section 141 of the Code, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take or pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of the Certificates, directly or indirectly invest Gross Proceeds of the Certificates in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the regulations and rulings thereunder.

(g) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Certificates on such forms and in such place as such Secretary may prescribe.

(h) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the regulations and rulings thereunder, the City shall:

(i) account for all Gross Proceeds of the Certificates (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least nine years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Certificates not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least three years after the final Computation Date,

(iii) as additional consideration for the purchase of the Certificates by the initial purchasers thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (2) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time after the Issue Date of the Certificates and prior to the earlier of the final stated maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Not Hedge Bonds. The City will not invest more than 50 percent of the Proceeds of the Certificates in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date, the City will reasonably expect that at least 85 percent of the Net Sale Proceeds of the Certificates will be used to carry out the governmental purpose of such series within three years after the Issue Date.

26. Qualified Tax-Exempt Obligations. The City hereby designates the Certificates as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code. In connection therewith, the City represents (a) that the aggregate amount of tax-exempt obligations issued by the City during calendar year 2021, including the Certificates, which have been designated as "qualified tax-exempt obligations" under section 265(b)(3) of the Code does not exceed \$10,000,000, and (b) that the reasonably anticipated amount of tax-exempt obligations which will be issued by the City during calendar year 2021, including the Certificates, will not exceed \$10,000,000. For purposes of this Section, the term "tax-exempt obligation" does not include "private activity bonds" within the meaning of section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of section 145 of the Code. In addition, for purposes of this Section, the City includes all entities which are aggregated with the City under the Code.

27. Use of Proceeds. Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) Premium in the amount of \$[] shall be used to pay the costs of issuance.

- (b) Premium in the amount of \$[] shall be used to pay the underwriter's discount.
- (c) Proceeds in the amount \$[] plus premium in the amount of \$[] shall be used for the purposes described in Section 3 of this Ordinance.
- (d) Any certificate proceeds remaining after making all such deposits and payments, plus earnings on investments of such proceeds, shall be transferred to the Debt Service Fund.

Proceeds from the sale of the Certificates shall be used for the purposes described in Section 3 of this Ordinance and for paying the costs of issuance of the Certificates. Any proceeds remaining after accomplishing the purposes set out in Section 3 and paying costs of issuance, including earnings on investments of such proceeds, shall be transferred to the Debt Service Fund.

28. Official Statement. The City hereby approves the form and content and distribution of the Notice of Sale and the Preliminary Official Statement prepared in the initial offering and sale of the Certificates and hereby authorizes the preparation of a final Official Statement reflecting the terms of the winning bid and other relevant information. The use of such final Official Statement by the Initial Purchaser is hereby approved and authorized and the proper officials of the City are authorized to sign such Official Statement.

29. Continuing Disclosure Undertaking. As used in this Article, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

(a) Annual Reports. The City will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access ("EMMA") system at www.emma.msrb.org. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the official statement authorized by Section 28 of this Ordinance, under Tables numbered 1 through 6 and Tables 8 through 15, and including financial statements of the City if

audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (1) prepared in accordance with the accounting principles described in Appendix B or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will submit a notice of such change to the MSRB, and the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC, as permitted by the Rule. All filings shall be made electronically, in the format specified by the MSRB.

(b) Event Notices. The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of the event), of any of the following events with respect to the Certificates:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) Modifications to rights of holders of the Certificates, if material;
- (viii) Certificate calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) The consummation of a merger, consolidation, or acquisition

- of involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
- (xv) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in (xii) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the (xv) and (xvi) of the immediately preceding paragraph to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Texas law that causes Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and the beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete

presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

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

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

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

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, or status or type of principal payment of the City, if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Certificates in the initial primary offering in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate amount of the outstanding Certificates consent to such amendment or (b) a person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If any such amendment is made, the City will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

30. Related Matters. The Mayor and the City Secretary, and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance, including without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, request, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with this Ordinance.

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

32. Power to Revise Form of Documents. Notwithstanding any other provision of this Ordinance, the Mayor, City Secretary and other appropriate officials of the City are each hereby authorized to make or approve such revisions, additions, deletions and variations to this Ordinance, in the judgment of the Mayor, City Secretary and other appropriate officials of the City, and in the opinion of Bond Counsel to the City, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Certificates or such documents shall be subject to the prior approval of the City Council.

33. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

(Signature page follows.)

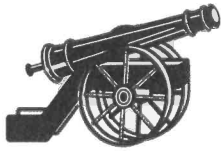
PASSED AND APPROVED on the 23rd day of March, 2021.

Robert P. Lord, Mayor
City of Bunker Hill Village

ATTEST:

Karen H. Glynn, Acting City Secretary
City of Bunker Hill Village

(SEAL)



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: March 23, 2021

Agenda Item No: X

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO AWARD A CONTRACT WITH LANGFORD ENGINEERING UNDER THE CITY'S ON CALL CONTRACT IN AN AMOUNT NOT TO EXCEED \$43,500.00 TO PROVIDE ENGINEERING SERVICES FOR THE 2021 SANITARY SEWER CLEANING AND TELEVISIONING PROJECT INCLUDING THE DESIGN, PREPARATION AND NEGOTIATION OF A BID PACKAGE AND TO PERFORM THE RESULTING ENGINEERING ANALYSIS AND MAPPING**

Exhibits: PROPOSAL from Langford Engineering
Exhibit Showing Area for the Televising Project

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

Budget: Project No. 07-9180-02
\$150,000

Executive Summary

Langford Engineering, the City's Utility Consultant Team and staff have developed an overall rehab and replacement plan for the City's Wastewater Collection System. This was discussed with the City Council during the 2021 budget process and has been incorporated into the City's 2021 Capital Improvements Plan.

This request is to authorize Langford Engineering, Inc. to develop the bid documents and plan exhibits for televising the remaining areas of the City's wastewater system. The cost also includes the consultants support during the bidding process and the evaluation of results. The remaining area of the City to be televised is estimated to be approximately 30% on the eastern side of the City. Once the project is awarded, Langford Engineering, Inc. will review the information produced from the televising and develop recommendations for any necessary repairs. This item is not requesting authorization to perform the televising, only the engineering involved in soliciting bids and the items as noted.

Langford Engineering, Inc. has submitted a contract for an amount not to exceed \$43,500.00. Staff recommends this work. Funding is available in the utility fund capital projects and was included in the 2021 budget.

The following outlines the project schedule:

Period	Description:	Funding Source	Budget Available	Amount	Budget Remaining
March - April 2021	Bid Document Preparation for Waste Water Televising	07-9180-02 Utility Fund Capital Projects	\$150,000	\$43,500	\$106,500
June - July 2021	Solicits Bids	07-9180-02 Utility Fund Capital Projects	\$106,500	\$1,400 *	\$105,100
August 2021	Award Bid and Begin Televising	07-9180-02 Utility Fund Capital Projects	\$105,100	\$100,000	\$5,100
November 2021	Report on Televising Results				
* Advertising costs					

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 2021 Sanitary Sewer Cleaning and Televising (“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 cleaning and televising approximately 25,000 linear feet of existing gravity sanitary Sewer, The Project, as shown in the attached. Engineering Services includes exhibits and contract documents for soliciting Contractors to clean & televising, reports on line segments, Engineers report on lines requiring rehab, updating existing sewer collection map.

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 \$ 43,500.00

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 6 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:

By: _____

Printed Name _____

Title: _____

Date Signed: _____

Address for giving notices:

ENGINEER:

By:  _____

Printed Name John K. Davis, P.E.

Title: President

Date Signed: _____

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

Address for giving notices:

Langford Engineering, Inc. (TBPE F-449)
1080 W Sam Houston Pkwy N, Suite 200
Houston, TX 77043

LANGFORD ENGINEERING, INC.

City of Bunker Hill Village – 2021 Sanitary Sewer Cleaning and Televising

Scope of Proposed Work and Scope of Engineer's Services

Scope of Proposed Work

Sanitary Gravity Sewer – Clean and Televising existing gravity sanitary sewer and review videos provided by the contractor and provide an engineering report that shows any deficiencies found in the cleaning and televising investigation, recommendations on how to repair those deficiencies and provide a construction cost estimate for those repairs to the owner. Based on 25,000 linear feet of existing gravity sewer.

This Work will be completed under one (1) construction contract.

Scope of Engineer's Services

BASIC SERVICES

Design Phase

A. Engineer shall:

1. Prepare final 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. (Not Used)
3. Provide Owner the opinion of probable Construction/Project 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.

- B. 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

C. 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.

D. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction/Project Phase or upon cessation of negotiations with prospective contractors.

Construction Phase

E. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction/Project 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. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

3. *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.
4. *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. (Not Required)
5. *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/Project 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.
6. *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.

7. *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.
8. *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.
9. *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.
10. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
11. *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.
12. *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.

13. *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.
14. *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, videos, 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.

15. *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.

- F. *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.

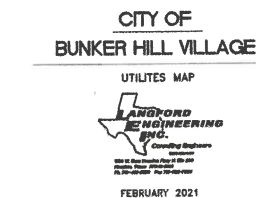
(ADDED) Post Engineering Phase

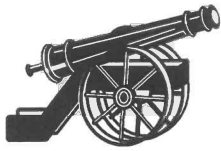
A. Engineer shall:

1. Prepare Post Engineering Phase documents consisting of reviewing the cleaning and televising videos, preliminary layouts showing location of deficiencies found, and provide recommendations to repair those deficiencies.
2. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
3. Based on the information contained in the Preliminary Engineering Phase documents, prepare an Opinion of Probable Project Cost.
4. Furnish review copies of the Post Engineering Phase documents and any other deliverables to Owner within one hundred eighty (180) calendar days of authorization to proceed with this phase and review them with Owner.

- B. Engineer's services under the Post Engineering Phase will be considered complete on the date when the Post Engineering Phase documents, Opinion of Probable Project Cost, and any other deliverables have been delivered to Owner.

151\Current Prod\10000n - Booklet INT\Prints\10000n See Refs\B\10000n See Refs\B\10000n Feb 04, 2021-10:00am ShanaC





CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: March 23, 2021

Agenda Item No: XI

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO AWARD A CONTRACT WITH LANGFORD ENGINEERING UNDER THE CITY'S ON CALL CONTRACT IN AN AMOUNT NOT TO EXCEED \$30,000.00 TO DEVELOP AND SUBMIT THE CITY'S RISK AND RESILIENCE ASSESSMENT AND RECEIVE GOVERNMENTAL APPROVAL**

Exhibits: Proposal from Langford Engineering

Clearance: Steve Smith, Director of Public Works
Susan Grass, Finance Manager
Karen Glynn, City Administrator

Budget: Project No. 04-8001—Professional Services, Engineering

Executive Summary

On October 23, 2018, the America's Water Infrastructure Act was signed into law. This law requires community water systems serving more than 3,300 persons to develop or update risk and resilience assessments and emergency response plans. The law specifies the topics that the risk and resilience assessments and emergency response plans must address. It also establishes deadlines by which community water systems must send certifications of completion of the risk and resilience assessments and emergency response plans to the EPA.

Each community water system serving more than 3,300 persons shall submit to the EPA Administrator a certification that the system has conducted a risk and resilience assessment. In accordance with the Act, the document must be submitted prior to June 30, 2021, in the case of systems serving a population greater than 3,300, but less than 50,000.

Langford Engineering, Inc., the City's utility engineer, has provided a contract for performance of this required work in an amount not to exceed \$30,000. This expense was not specifically budgeted as there was clarification needed on what would be required in this report. Staff recommends award of this contract. Funding is available in the Utility Fund under Special Fees.

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 Risk and Resilience Assessment (“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 preparing a Risk and Resilience Assessment for the Owner and receiving approval and/or the acknowledgement from the governmental authorities having jurisdiction. This does not include the Emergency Response Plan.

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 (Hourly Rates Plus Reimbursable Expenses)

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

1. 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 for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are attached as Appendix 1.

3. The total compensation for services and reimbursable expenses will exceed \$ 30,000

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 4 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:

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Address for giving notices:

ENGINEER:

By: 

Printed Name: John K. Davis

Title: President

Date Signed: _____

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

Address for giving notices:

1080 W. Sam Houston Pkwy N., Suite 200

Houston TX 77043

- Attachment A: EPA Risk and Resilience Guidelines

-Attachment B: Rate Schedule

-Attachment C: Scope of Work

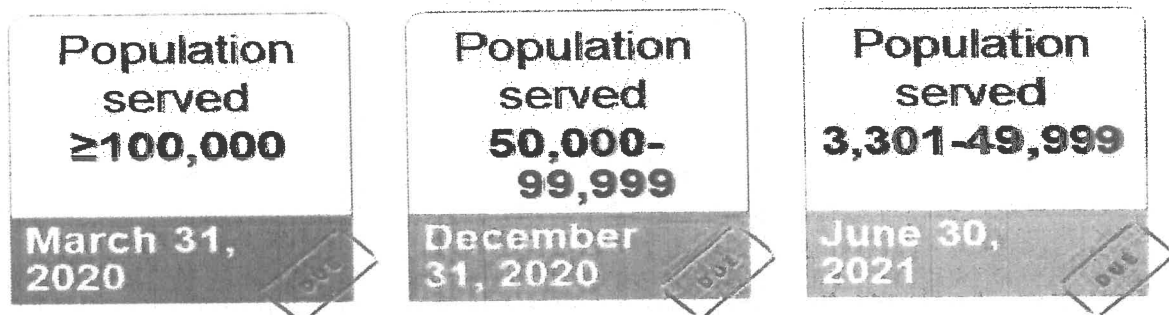
Section 2013 of America's Water Infrastructure Act

Frequently Asked Questions

This document compiles frequently asked questions (FAQs) about the requirements of America's Water Infrastructure Act (AWIA) Section 2013 and is intended to complement the existing information on the EPA's AWIA Section 2013 webpage.

On October 23, 2018, America's Water Infrastructure Act was signed into law. This law requires community water systems (CWS) serving more than 3,300 people to conduct risk and resilience assessments, prepare or revise emergency response plans (ERPs), and certify to the Environmental Protection Agency (EPA or Agency) that this work has been completed. A CWSs' risk and resilience assessment (R&RA) certification statement is due to the EPA on specified dates based on population served, see the graphic below, and the ERP certification statement is due to the EPA not later than six months thereafter. Also, CWSs shall review their R&RAs and ERPs at least once every five years after the applicable certification submission deadlines.

More information on these AWIA requirements, as well as information on compliance tools and resources are available on the EPA's website. If you have any questions related to Section 2013 of AWIA, please email the EPA at dwresilience@epa.gov. The document is divided into six main sections: (1) Community Water Systems Required to Comply Under Section 2013 of AWIA; (2) Community Water System Requirements (3) Community Water System Compliance; (4) Tools and Resources; (5) Funding; and (6) Contacts and Outreach.



Emergency Response Plan (ERP)

Certify your ERP no later than six months after certification of the risk assessment

Community Water Systems Required to Comply Under Section 2013 of AWIA

1. Community water systems (CWS) serving a population of 3,301 or greater are required to certify a risk and resilience assessment. How is the EPA determining a CWS's population served?

The EPA is using the population served number that each CWS reported to its respective state for the Safe Drinking Water Information System (SDWIS) database as of the date of AWIA's enactment on October 23, 2018.

2. How does AWIA Section 2013 address small systems that service less than 3,301 people?

Part (e) of AWIA Section 2013 states, "the Administrator [of the EPA] shall provide guidance and technical assistance to community water systems serving a population of less than 3,300 persons on how to conduct resilience assessments, prepare emergency response plans, and address threats from malevolent acts and natural hazards that threaten to disrupt the provision of safe drinking water or significantly affect the public health or significantly affect the safety or supply of drinking water provided to communities and individuals."

EPA intends to develop guidance for CWSs that serve populations of less than 3,301 people that will be available in late 2020 on the [EPA's AWIA website](#).

3. How does a CWS that sells water calculate its population served in relationship to the AWIA Section 2013 risk and resilience assessment (R&RA) and emergency response plan (ERP) requirements?

When determining population served, CWS wholesalers should account for the community or communities to which they sell or provide water. AWIA Section 2013 requirements also apply to those community water systems with consecutive connections that individually serve less than 3,301 people, but their aggregate population served is greater than 3,300 people.

4. What are the CWS initial R&RA and ERP certification submittal deadlines for a new facility that comes online after a compliance deadline has passed?

Each CWS will follow the R&RA and ERP certification submittal deadlines based on the population served in the next five-year reporting cycle. For example, a CWS that comes online after the March 31, 2020 deadline and serves 100,000 people or more, is required to certify the completion of its R&RA no later than March 31, 2025.

Five Year Recertification Deadlines

Population Served	Risk and Resilience Assessment	Next 5-Year Cycle Submission Date
≥100,000	March 31, 2020	March 31, 2025
50,000-99,999	December 31, 2020	December 31, 2025
3,301-49,999	June 30, 2021	June 30, 2026

Population Served	Emergency Response Plan*	Next 5-Year Cycle Submission Date*
≥100,000	September 30, 2020	September 30, 2025
50,000-99,999	June 30, 2021	June 30, 2026
3,301-49,999	December 31, 2021	December 31, 2026

*ERP certifications are due six months from the date of the R&RA certification. The dates shown above are certification dates based on a utility submitting a R&RA on the final due date.

- Are transient non-community water systems or non-transient non-community water systems impacted by Section 2013 of AWIA?

No, Section 2013 of AWIA only applies to community water systems which are defined as public water systems that supply water to the same population year-round.

Transient non-community water systems are public water systems that provide water in a place such as a gas station or campground where people do not remain for long periods of time. A non-transient non-community water system is a public water system that regularly supplies water to at least 25 of the same people for at least six months per year. Some examples are schools, factories, office buildings, and hospitals which have their own water systems. For more information about CWSs please visit this site:

<https://www.epa.gov/dwreginfo/information-about-public-water-systems>

6. Should populations served by a CWS's emergency connections be considered when calculating its AWIA compliance service size?

No. Emergency connections are defined as a source that is neither part of a public water system's routine or regular operation nor expected to be used on a seasonal or interim basis. An emergency source is available if an unanticipated event or emergency should arise (e.g., maintaining pressure until a water main is repaired or replaced). Both year-round and seasonal systems may have emergency sources. An emergency source is one that would be used for a limited period of time (e.g., maintaining water pressure). Therefore, emergency connections should not be considered when calculating a CWS's population served.

Community Water System Requirements

1. How do I and how soon can I submit a community water system (CWS) risk and resilience assessment (R&RA) or emergency response plan (ERP) certification?

The EPA strongly recommends that you electronically submit your CWS R&RA and ERP certifications. For information on how to certify, go [here](#). You can also view a video tutorial on how to electronically certify [here](#). You can submit your certification as soon as possible, but no later than the certification deadlines set in Section 2013 of AWIA; see the table above for R&RA and ERP certification submission deadlines. Please note that once a CWS certifies the completion of its R&RA or ERP, they will be unable to electronically recertify for the next five-year R&RA or ERP certification cycle until one year prior to the associated certification deadline date(s).

2. Who is qualified to certify a risk and resilience assessment or emergency response plan on behalf of the CWS?

Each CWS determines who the certifying official will be for the risk and resilience assessment and emergency response plan. There are no specific requirements for the utility certifying official, however, the official must be a utility employee.

3. When certifying completion of a R&RA or ERP using the EPA's electronic certification system, can one User ID be used to certify for more than one CWS, as identified by a Public Water System Identification (PWSID) number?

For those that own or manage more than one community water system; users of the EPA's electronic certification system can register for, create, and use one User ID and password to certify R&RAs and ERPs for multiple PWSID numbers.

4. What are the mandatory components related to cybersecurity in the ERP?

AWIA Section 2013(b) states that ERPs "...shall include strategies and resources to improve the resilience of the system, including...cybersecurity." Thus, while there are no specific cybersecurity requirements outlined in AWIA, CWSs are required to consider cybersecurity

resiliency when developing or updating their ERPs. Please access the following EPA cybersecurity resources for more information:

[Cybersecurity Incident Action Checklist](#) to help water utilities prepare for and respond to cyber incidents.

[Cybersecurity Guide for States](#) to help state primacy agencies start a conversation with water systems about cybersecurity threats.

[ERP Template and Instructions](#) to develop an ERP in accordance with AWIA Section 2013(b) requirements, including cybersecurity.

5. What specifically is meant by “**financial infrastructure**” in the risk and resilience assessment in Section 2013 of AWIA?

Financial infrastructure of a CWS means utility billing, payment, and financial account management systems, including those operated by a third party on behalf of a utility. It does not include measures of financial stability, such as bond rating or asset and debt ratios.

6. Is the “**construction of flood protection barriers**” required within the ERP referring to temporary or permanent construction?

Flood protection barriers can be either temporary or permanent, depending on the findings and countermeasures identified in the utility’s risk and resilience assessment. CWSs whose risk profile, as determined in their risk and resilience assessment, includes flooding should indicate in their ERP that they considered the following specific flood mitigation actions: 1) the development of alternative source water options; 2) the relocation of water intakes; and 3) the construction of flood protection barriers.

Community Water System Compliance

1. What is the penalty for a community water system (CWS) that does not comply with the risk and resilience assessment (R&RA) and emergency response plan (ERP) certification deadline defined in the law?

If a community water system fails to conduct a R&RA, develop an ERP, and certify those results to the Agency before the statutory deadlines, then the EPA may exercise its enforcement discretion to bring an action to require compliance and may also seek a civil penalty. Note that the EPA exercises its enforcement discretion on a case-by-case basis. Please see Section E, Public water systems regulated under the Safe Drinking Water Act, of [EPA’s COVID-19 enforcement discretion memorandum](#) for further information.

Generally, pursuant to Section 1414 of the Safe Drinking Water Act (SDWA), if the EPA finds that a public water system does not comply with any “applicable requirement,” the Agency may issue an order under subsection (g) or commence a civil action under subsection

(b) to require the system to comply. Under SDWA Section 1414, the EPA also has the authority to seek a civil penalty not to exceed \$57,317 (adjusted annually for inflation) for each day in which such violation occurs. “Applicable requirement” is defined in SDWA Section 1414(i) and includes any requirement of SDWA Section 1433.

2. What is the process for requesting an extension of the compliance deadlines in Section 2013 of AWIA?

Please see Section E, Public water systems regulated under the Safe Drinking Water Act, of [EPA’s COVID-19 enforcement discretion memorandum](#) for further information. In general, under SDWA Section 1414, whenever the Administrator of the EPA finds that any public water system does not comply with any applicable requirement, including the schedule for certification of assessments required by Section 1433, the Administrator may commence an enforcement action. For violations of an applicable requirement, the Agency may take enforcement to require the system to return to compliance. The EPA may also seek penalties for such violations under SDWA. In short, the EPA cannot change the statutory deadlines in Section 1433. If a CWS fails to certify it has conducted the required assessment or plan preparation or revisions by the applicable deadline, then it is in noncompliance. The EPA has enforcement discretion in terms of how it responds to such noncompliance.

Please see [this page](#) for a list of resources and tools that can assist CWSs in complying with AWIA.

3. What is the relationship between AWIA Section 2018 (e.g., chemical storage, release, and notification) and the R&RA and emergency response plan (ERP) requirements under AWIA Section 2013?

AWIA Section 2018 amends the Emergency Planning and Community Right to Know Act (EPCRA), specifically Sections 304, Emergency Release Notification, and 312, Hazardous Chemical Reporting. Currently, facilities that handle or store an extremely hazardous substance (EHS) under EPCRA or hazardous substance (HS) under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) at specified threshold planning quantities (listed in regulation) are regulated by EPCRA. Under Section 304, if a facility spills an EHS at or above the reportable quantity (listed in regulation), the owner/operator must notify the State Emergency Response Commission (SERC) and Local Emergency Planning Committee (LEPC) immediately. If a facility spills a CERCLA HS, the owner/operator must also immediately notify the National Response Center in addition to notifying the SERC and LEPC. Under the new EPCRA Section 304 amendments in AWIA, a SERC that is notified must forward the initial notification and subsequent follow-up notification to the state drinking water primacy agency and the primacy agency must forward the notifications to any community water system whose source could be affected by the release.

In addition, AWIA Section 2018 amends EPCRA Section 312 to give community water systems the right to hazardous chemical inventory data (referred to as a tier II inventory) for any facility subject to annual EPCRA reporting requirements that falls within that community water system's source water protection area. The community water system must make the request to the SERC or LEPC.

AWIA Section 2013 also requires water systems to coordinate with their LEPCs to the extent possible when preparing or revising their risk assessment and emergency response plan. This coordination ensures the community ERP includes any chemicals used by the water system and that the water system has access to Tier 2 hazardous chemical inventory data and obtains release notifications required under EPCRA Section 304. Community water systems can use the Tier II chemical inventory information to update their risk assessment. They can also use the notification procedures and results of any potential chemical spill risk to update their ERP.

Tools and Resources

1. How do I certify my Section 2013 AWIA-compliant risk and resilience assessment (R&RA) or emergency response plan (ERP)?

Please visit [the EPA's website](#) for more information on how to certify a CWS R&RA and ERP, also please see a [PDF document tutorial](#) explanation or a [video tutorial](#).

2. What training or resources does the EPA have available to assist CWSs with meeting the requirements under Section 2013 of AWIA?

The EPA has developed several tools and resources to aid in complying with AWIA Section 2013 requirements. For the risk and resilience assessment, the EPA has created the [VSAT Web 2.0 Tool](#) and the [Baseline Information on Malevolent Acts for CWSs](#). The EPA has also developed [Guidance for Small Community Water Systems on Risk and Resilience Assessments under America's Water Infrastructure Act](#), which will be available in June 2020. The EPA created the [Emergency Response Template and Guidance to support compliance with the Emergency Response Plan requirements](#).

3. Which standards can a CWS use to comply with the R&RA and/or ERP requirements?

Section 2013 of AWIA does not require the use of any standards, methods or tools for the R&RA or ERP. Your utility is responsible for ensuring that the risk and resilience assessment and emergency response plan address all the criteria in AWIA Section 2013(a) and (b), respectively. The EPA recommends the use of standards, including [American Water Works Associations' J100-10 Risk and Resilience Management of Water and Wastewater Systems](#), the EPA's [ERP guide and template](#), along with the EPA's [Vulnerability Self-Assessment Tool Web 2.0](#) or [Guidance for Small Community Water Systems on Risk and Resilience Assessments under America's Water Infrastructure Act](#), to facilitate sound risk and resilience assessments and emergency response plans.

4. Can the current version (Web 2.0) of the EPA's Vulnerability Self-Assessment Tool (VSAT) be used to conduct a compliant risk and resilience assessment?

Yes. VSAT Web 2.0 has been updated to meet the requirements of Section 2013 of AWIA. The EPA recommends using VSAT Web 2.0 as a resource to complete an AWIA-compliant risk and resilience assessment.

5. Can I familiarize myself with VSAT Web 2.0 without being tied to a specific utility, such as remaining anonymous, prior to using the tool for the CWS's risk and resilience assessment?

Yes. Any individual can use VSAT Web 2.0 to develop a test utility and familiarize themselves with the tool.

6. Who can I contact for additional questions regarding VSAT Web 2.0 or the Emergency Response Plan Guidance and template?

Please email the EPA at dwresilience@epa.gov.

7. What tools are available for CWSs to meet the cybersecurity assessment component of the risk and resilience assessment and emergency response plan, as required for AWIA Section 2013?

Cybersecurity is one of the concerns addressed within the VSAT Web 2.0 tool and emergency response plan guide and template. In addition, you can use the EPA's cybersecurity incident action checklist for water utilities, and the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency offers a wealth of guidance on cybersecurity.

8. What tools are available to assist in conducting a financial infrastructure assessment, as required by AWIA?

The main, high-risk threat on financial infrastructure is "Cyber Attack Business Enterprise Systems," as identified in the EPA's Baseline Information on Malevolent Acts document. This document provides information on estimating the threat likelihood, along with references to additional resources to reduce risk. For additional information, the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency offers more guidance on cybersecurity.

Funding Assistance

1. Is there funding available for conducting the risk and resilience assessment (R&RA) to meet the AWIA Section 2013 requirements?

Currently, there is not one stream of funding that is designated specifically to address the new risk assessment requirement. However, conducting a risk assessment is considered an eligible project under the EPA's Drinking Water State Revolving Fund (DWSRF). The risk assessment may yield a project that the utility may want to invest in to improve the overall system resilience. Each state develops a list of priority projects for funding under the DWSRF, so please check with your state to see if they have set aside funds for this function specifically.

2. Are there grants or funding specifically available to small CWSs in order to meet the requirements under Section 2013 of AWIA?

Currently, no funding has been appropriated by Congress.

Contacts and Outreach

1. Who can I contact from the EPA for more information?

For AWIA Section 2013 or 2018 questions, please email the EPA at dwresilience@epa.gov. For specific questions related to Emergency Planning and Community Right-to-Know Act (EPCRA), reach out to the EPA's Regional EPCRA contacts at: <https://www.epa.gov/epcra/epcra-regional-contacts>

LANGFORD ENGINEERING, INC.

City of Bunker Hill Village – Risk and Resilience Assessment

Scope of Proposed Work and Scope of Engineer's Services

Scope of Proposed Work

Risk and Resilience Assessment – In compliance with the America Water Infrastructure Act, LEI will provide a Risk and Resilience Assessment for the City of Bunker Hill Village.

Scope of Engineer's Services

BASIC SERVICES

Risk & Resilience Assessment Phase

- A. Engineer shall:
 - 1. **ADDED** - Prepare Preliminary Design Phase documents consisting of a Risk and Resilience Assessment.
 - 2. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
 - 3. Furnish review copies of the Risk & Resilience Assessment Phase documents to Owner within one hundred and twenty (120) calendar days of authorization to proceed with this phase, and review them with Owner.
- B. The Project will be considered complete upon acceptance by Owner of the Risk & Resilience Assessment Phase documents and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project.

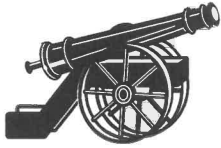
LANGFORD ENGINEERING, INC.
2020 ENGINEERING SERVICES

PROFESSIONAL SERVICES RATE SHEET

Professional Services Rate ranges herein are based upon current employee salary cost times a multiplier of 2.35 ("salary cost" is defined as salaries and wages paid to employees times a multiplier of 1.34 for the cost of customary and statutory benefits).

Principal Engineer/Sr. Project Manager (P.E.)	\$ 180 - \$200 per hour
Expert Witness (P.E.)	\$ 300 per hour
Project Manager/Project Engineer (P.E.)	\$ 120 - \$150
Engineer II (E.I.T.)	\$ 100 - \$120
Engineer I (E.I.T./Graduate Engineer)	\$ 80 - \$100
CAD Manager/Project Designer	\$ 90 - \$110
CAD Technician, Level II	\$ 75 - \$95
CAD Technician, Level I	\$ 60 - \$80
Manager of Finance & Administration	\$ 105- \$115
Executive Assistant	\$ 80 - \$100
Clerical	\$ 55 - \$65
Field Project Representative	\$ 95 - \$115

-Out of Pocket Expenses - cost plus 10%
-Sub-Consultant Charges – cost plus 15%
-Vehicle Mileage: IRS Rate/mile



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: March 23, 2021

Agenda Item No: XII

Subject/Proceeding: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BUNKER HILL VILLAGE, TEXAS BY AMENDING SECTION 4-81, DEFINITIONS, SECTION 4-83, BASIS FOR ESTABLISHING AREAS OF SPECIAL FLOOD HAZARD AND SECTION 4-88, WARNING AND DISCLAIMER OF LIABILITY OF DIVISION 1, IN GENERAL; AMENDING SECTION 4-147, DUTIES, RESPONSIBILITIES OF BUILDING OFFICIAL, SECTION 4-148, PERMIT PROCEDURES, AND SECTION 4-149, VARIANCE PROCEDURES OF DIVISION 3, ADMINISTRATION; AMENDING SECTION 4-166, GENERAL STANDARDS, SECTION 4-167, SPECIFIC STANDARDS, SECTION 4-168, STANDARDS FOR SUBDIVISION PROPOSALS, SECTION 4-169, STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES) AND SECTION 4-171, STANDARDS APPLICABLE TO ALL RESIDENTIAL CONSTRUCTION, OF DIVISION 4, FLOOD HAZARD REDUCTION, OF ARTICLE V, OF CHAPTER 4, DEVELOPMENT, BUILDING AND CONSTRUCTION, PROVIDING CERTAIN REQUIREMENTS APPLICABLE TO FINISHED FLOOR ELEVATION; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF THIS ORDINANCE, WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; AND PROVIDING FOR SEVERABILITY.

Exhibits: Ordinance No. 21-548
Email and Redline from Harris County

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

Executive Summary

In August 2020, the City Council took action to approve an update to the City's Drainage Ordinance. This action was a result of a request from Harris County and a recommendation from the City's Drainage Committee. Harris County recommended that all cities adopt the County's minimum standards to be consistent across all of Harris County. This requirement added a minimum foundation elevation requirement based on the NOAA Atlas 14 Rain Data.

Harris County reviewed the City's revised ordinance and is recommending a few additional changes which includes:

1. Adding the 500-yr event and related areas called "Areas of Moderate Flood Hazard."
2. Adding a note that the current firm maps reference NAVD 1988, 2001 adjustment
3. Revising the header for Sec. 4-171 to be applicable to all construction.

After a discussion with the Drainage Committee, the Committee is recommending a new ordinance be approved with these additional changes. This allows the City to be able to partner with Harris County on projects if this opportunity becomes available.

The Drainage Committee and Staff recommend approval of this Ordinance.

ORDINANCE NO. 21-548

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BUNKER HILL VILLAGE, TEXAS BY AMENDING SECTION 4-81, DEFINITIONS, SECTION 4-83, BASIS FOR ESTABLISHING AREAS OF SPECIAL FLOOD HAZARD AND SECTION 4-88, WARNING AND DISCLAIMER OF LIABILITY OF DIVISION 1, IN GENERAL; AMENDING SECTION 4-147, DUTIES, RESPONSIBILITIES OF BUILDING OFFICIAL, SECTION 4-148, PERMIT PROCEDURES, AND SECTION 4-149, VARIANCE PROCEDURES OF DIVISION 3, ADMINISTRATION; AMENDING SECTION 4-166, GENERAL STANDARDS, SECTION 4-167, SPECIFIC STANDARDS, SECTION 4-168, STANDARDS FOR SUBDIVISION PROPOSALS, SECTION 4-169, STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES) AND SECTION 4-171, STANDARDS APPLICABLE TO ALL RESIDENTIAL CONSTRUCTION, OF DIVISION 4, FLOOD HAZARD REDUCTION, OF ARTICLE V, OF CHAPTER 4, DEVELOPMENT, BUILDING AND CONSTRUCTION, PROVIDING CERTAIN REQUIREMENTS APPLICABLE TO FINISHED FLOOR ELEVATION; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF THIS ORDINANCE, WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, Chapter 4 of the City of Bunker Hill Village Code of Ordinances contains certain requirements related to flood hazard mitigation and prevention; and

WHEREAS, The Harris County Flood Control District has reviewed these regulations and made suggested changes set forth herein; and

WHEREAS, the City Council of the City of Bunker Hill Village finds it to be in the best interest of the health, safety and welfare of the citizens to amend these requirements based on recent drainage studies for the area as provided for herein; 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 are hereby found to be true and correct.

Section 2. Section, 4-81, Definitions, of Division I, In General, of Article V, Drainage and Flood Damage Prevention, of Chapter 4, Development, Building and Construction, of the Code of Ordinance of the City of Bunker Hill Village, Texas is hereby amended by deleting therefrom the language struck through below and adding thereto the language underscored below:

Sec. 4-81. - Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

Appeal shall mean a request for a review of the building official's interpretation of any provision of this chapter or a request for a variance.

Area of moderate flood hazard shall mean the land between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. They are shown on flood maps as zones labeled with the letters B or X (shaded).

Area of shallow flooding shall mean a designated AO, AH, or VO zone on the flood insurance rate map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard shall mean the land in the floodplain subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the flood hazard boundary map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A may be refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

Base flood shall mean the flood having a one percent chance of being equaled or exceeded in any given year.

Critical feature shall mean an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Detention shall mean the temporary storage of stormwater. A detention feature temporarily detains stormwater with an outlet that restricts the outflow.

Development shall mean any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Elevated building shall mean a nonbasement building built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zone V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water, and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, “elevated building” also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters. In the case of Zone V1-30, VE, or V, “elevated building” also includes a building otherwise meeting the definition of “elevated building,” even though the lower area is enclosed by means of breakaway walls if the breakaway walls meet the standards of section 60.3(e)(5) of the National Flood Insurance Program regulations.

Existing construction shall mean, for the purposes of determining rates, structures for which the “start of construction” commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. “Existing construction” may also be referred to as “existing structures.” Existing conditions shall mean the state of the property prior to any construction or reconstruction begins.

Five hundred (500) year floodplain elevation shall mean the elevation of surface water resulting from a flood that has a 0.2-percent chance of equaling or exceeding that level in any given year. The 500-year floodplain elevation is shown on the flood insurance rate map for zones B and X (shaded).

Flood or flooding shall mean a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; and/or
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood insurance rate map (FIRM) shall mean the official map on which the federal emergency management agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the city.

Flood insurance study shall mean the official report provided by the federal emergency management agency. The report contains flood profiles, water surface elevation of the base flood, as well as the flood boundary-floodway map.

Floodplain or flood-prone area shall mean any land area susceptible to being inundated by water from any source (see definition of flooding).

Flood protection system shall mean those physical structural works for which funds have been authorized, appropriated and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. The specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodway (regulatory floodway) shall mean the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Functionally dependent use shall mean a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Habitable floor shall mean any floor usable for the living purposes which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purposes only is not a “habitable floor”.

Highest adjacent grade shall mean the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Levee shall mean a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system shall mean a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor shall mean the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home shall mean a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term “manufactured home” also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty (180) consecutive days. For insurance purposes the term “manufactured home” does not include park trailers, travel trailers, and other similar vehicles.

Mean sea level shall mean, for purposes of the national flood insurance program, the national geodetic vertical datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

Moderate flood hazard area shall mean see Area of moderate flood hazard.

New construction shall mean, for floodplain management purposes, structures for which the “start of construction” commenced on or after December 7, 1987.

Private street 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.

Site plan shall mean a drawing that shows the plans for developing the land. The document needs to be to scale and will reflect the location and size of each building to be built, or that currently exists, as well as parking, landscaping, and ancillary uses such as pools, patios, or workshop.

Slab elevation shall mean the bottom floor elevation. For a home with a slab floor, this is the slab elevation. For a raised home, it is the lowest elevation of the crawlspace floor or basement floor or floor elevation surrounded by an enclosure. Start of construction includes substantial improvement and shall mean the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within one hundred eighty (180) days of the permit date. The “actual start” shall mean either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Storm sewer shall mean a storm drain that is a closed-conduit that receives runoff from inlets and conveys the runoff to some point where it is then discharged into a channel, water body or other system.

Stormwater shall mean water that originates during precipitation events; stormwater that does not soak into the ground becomes surface runoff, which either flows directly into surface waterways or is channeled into storm sewers, which eventually discharge to surface waters. Stormwater is of concern related to the volume and timing of runoff water (flooding).

Structure shall mean a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. Substantial improvement shall mean any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either before the improvement or repair is started, or if the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places.

Variance shall mean a grant of relief to a person from the requirements of this chapter when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this chapter.

Violation shall mean the failure of a structure or other development to be fully compliant with this chapter. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Sections 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4) or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

Water surface elevation shall mean the height, in relation to the ~~national geodetic~~ North American Vertical Datum (NGVD) of 1929 ~~1988, 2001 adjustment~~ (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.”

Section 3. Section 4-83, Basis for Establishing Areas of Special Flood Hazard, of Division 1, In General, of Article V, Drainage and Flood Damage Prevention, of Chapter 4,

Development, Building and Construction, of the Code of Ordinance of the City of Bunker Hill Village, Texas is hereby amended by deleting therefrom the language struck through and adding thereto the language underscored below:

“Section 4-83. – Basis for establishing areas of special flood hazard (and moderate flood hazard).

The areas of special flood hazard and moderate flood hazard identified by the federal emergency management agency in a scientific and engineering report entitled, "The Flood Insurance Study for the City of Bunker Hill Village, Texas", dated June 2, 1980, with accompanying flood insurance rate maps and flood boundary-floodway maps (FIRM and FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this chapter. The flood insurance study is on file, and may be examined, at the office of the city secretary.”

Section 4. Section 4-88, Warning and Disclaimer of Liability, of Division 1, In General, of Article V, Drainage and Flood Damage Prevention, of Chapter 4, Development, Building and Construction, of the Code of Ordinances of the City of Bunker Hill Village Texas is hereby amended by deleting therefrom the language struck through below and adding thereto the language underscored below:

“Sec. 4-88. - Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Greater floods can and will occur, and flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards and moderate flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city or any official or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.”

Section 5. Section 4-147, Duties, Responsibilities of Building Official, of Division 3, Administration, of Article V, Drainage and Flood Damage Prevention, of Chapter 4, Development, Building and Construction, of the Code of Ordinances of the City of Bunker Hill Village Texas is

hereby amended by deleting therefrom the language struck through below and adding thereto the language underscored below:

“Sec. 4-147. – Duties, responsibilities of building official.

The duties and responsibilities of the building official shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this chapter.
- (2) Review permit applications to determine whether proposed building sites will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by adoption of this chapter.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards and moderate flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the building official shall make the necessary interpretation.
- (6) Notify, in riverine situations, adjacent communities and the state water commission prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the federal emergency management agency.
- (7) Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) When base flood elevation and 500-year floodplain elevation data has not been provided in accordance with section 4-83, the building official shall obtain, review and reasonably utilize any base flood elevation and 500-year floodplain elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of article IV.

- (9) When a regulatory floodway has not been designated, the building official must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30, and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community."

Section 6. Section 4-148, Permit Procedures, of Division 3, Administration, of Article V, Drainage and Flood Damage Prevention, of Chapter 4, Development, Building and Construction, of the Code of Ordinances of the City of Bunker Hill Village Texas is hereby amended by deleting therefrom the language struck through below and adding thereto the language underscored below:

"Sec. 4-148. – Permit procedures.

- (a) Application for a development permit shall be presented to the building official on forms furnished by him and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, and the location of the foregoing in relation to areas of special flood hazard and moderate flood hazard. Additionally, the following information is required:
 - (1) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures.
 - (2) Elevation in relation to mean sea level to which any nonresidential structure shall be flood proofed.
 - (3) A certificate from a registered professional engineer or architect that the nonresidential flood proofed structure shall meet the flood proofing criteria of subsection 4-167(2).
 - (4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
 - (5) Maintain a record of all such information in accordance with subsection 4-147(1).

- (b) Approval or denial of a development permit by the building official shall be based on all of the provisions of this chapter and the following relevant factors:
- (1) The danger to life and property due to flooding or erosion damage.
 - (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - (3) The danger that materials may be swept onto other lands to the injury of others.
 - (4) The compatibility of the proposed use with existing and anticipated development.
 - (5) The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - (6) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets, bridges and public utilities and facilities such as sewer, gas, electrical and water systems.
 - (7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
 - (8) The necessity to the facility of a waterfront location, where applicable.
 - (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.
 - (10) The relationship of the proposed use to the comprehensive plan for that area.
 - (11) The impact on flood levels of adjacent and neighboring properties.
- (c) The building official may issue a development permit without an applicant submitting all or any part of the information required in subsection (a) above, if the application is for a development located wholly outside an area of special flood hazard and moderate flood hazard, and such official determines that there exists sufficient available data relating to the information being waived.”

Section 7. Section 4-149, Variance Procedures, of Division 3, Administration, of Article V, Drainage and Flood Damage Prevention, of Chapter 4, Development, Building and Construction, of the Code of Ordinances of the City of Bunker Hill Village Texas is hereby amended by deleting therefrom the language struck through below and adding thereto the language underscored below:

“Sec.4-149. – Variance procedures.

- (a) The board of adjustment, as established by city's comprehensive zoning ordinance, shall hear and render judgment on requests for variances from the requirements of this chapter.
- (b) The board of adjustment shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision or determination made by the building official in the enforcement or administration of this chapter.
- (c) Any person aggrieved by the decision of the board of adjustment may appeal such decision in the courts of competent jurisdiction.
- (d) The building official shall maintain a record of all actions involving an appeal and shall report variances to the federal emergency management agency upon request.
- (e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the national register of historic places or the state inventory of historic places, without regard to the procedures set forth in the remainder of this chapter.
- (f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in subsection 4-148(b) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- (g) Upon consideration of the factors noted above and the intent of this chapter, the board of adjustment may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter.

- (h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (i) The following shall be prerequisites for the granting of variances:
 - (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon:
 - a. Showing a good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (j) Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria outlined in subsections (a) through (i) above are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and/or the 500-year flood and create no additional threats to public safety.
- (k) The provisions of this section 4-149 shall not be applicable to section 4-82, stormwater drainage management program, of division 1, in general, of article V, drainage and flood damage prevention.”

Section 8. Section 4-166, General Standards, of Division 4, Flood Hazard Reduction, of Article V, Drainage and Flood Damage Prevention, of Chapter 4, Development, Building and Construction, of the Code of Ordinances of the City of Bunker Hill Village Texas is hereby

amended by deleting therefrom the language struck through below and adding thereto the language underscored below:

“Sec.4-166. – General standards.

In all areas of special flood hazards the following standards apply for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage.
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters.
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- (8) Compensating floodplain mitigation will be required for any fill placed below the base flood elevation and 500-year floodplain elevation for any new construction or substantial improvements.”

Section 9. Section 4-167, Specific Standards, of Division 4, Flood Hazard Reduction, of Article V, Drainage and Flood Damage Prevention, of Chapter 4, Development, Building and Construction, of the Code of Ordinances of the City of Bunker Hill Village Texas is hereby

amended by deleting therefrom the language struck through below and adding thereto the language underscored below:

“Sec.4-167. – Specific standards.

In all areas of special flood hazards and moderate flood hazards where base flood elevation and 500-year floodplain elevation data has been provided as set forth in section 4-83, subsection 4-147(8), or subsection 4-168(d), the following provisions are required:

- (a) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to or above the 500-year base-flood elevation. A registered professional engineer, architect or land surveyor shall submit a certification to the building official that the standard of this subsection as proposed in subsection 4-148(a)(1) is satisfied.
- (b) Nonresidential construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the 500-year floodplain elevation ~~base-flood level~~ or, together with attendant utility and sanitary facilities, be designed so that below the 500-year floodplain elevation ~~base-flood level~~ the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are flood proofed shall be maintained by the building official.
- (c) Enclosures. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- (1) A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - (2) The bottom of all openings shall be no higher than one foot above grade.
 - (3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (d) Manufactured homes:
- (1) Require that all manufactured homes to be placed within Zone A shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
 - (2) All manufactured homes shall be in compliance with subsection (1) above.
 - (3) Require that all manufactured homes to be placed or substantially improved within Zones A1-30, AH, ~~and AE,~~ and X (shaded) on the community's FIRM be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the 500-year floodplain base-flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provision of subsection (4)."

Section 10. Section 4-168, Standards for Subdivision Proposals, of Division 4, Flood Hazard Reduction, of Article V, Drainage and Flood Damage Prevention, of Chapter 4, Development, Building and Construction, of the Code of Ordinances of the City of Bunker Hill Village Texas is hereby amended by deleting therefrom the language struck through below and adding thereto the language underscored below:

“Sec.4-168. – Standards for subdivision proposals.

- (a) All subdivisions shall be consistent with sections 4-127, 4-128 and 4-129.
- (b) All proposals for the development of subdivisions, including manufactured home parks and subdivisions, shall meet development permit requirements of section 4-84; section 4-148; and the provisions of this article.
- (c) Base flood elevation and 500-yr floodplain elevation data shall be generated for subdivision proposals and other proposed development which is greater than five (5) acres, if not otherwise provided pursuant to section 4-83 or section 4-147(8).
- (d) All subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (e) All subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.”

Section 11. Section 4-169, Standards for Areas of Shallow Flooding (AO/AH Zones), of Division 4, Flood Hazard Reduction, of Article V, Drainage and Flood Damage Prevention, of Chapter 4, Development, Building and Construction, of the Code of Ordinances of the City of Bunker Hill Village Texas is hereby amended by deleting therefrom the language struck through below and adding thereto the language underscored below:

“Sec. 4-169. – Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard established in section 4-83 are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (a) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the nearest 500-year floodplain elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified), whichever is higher.

- (b) All new construction and substantial improvements of nonresidential structures shall:
 - (1) Have the lowest floor (including basement) elevated above the nearest 500-year floodplain elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified), whichever is higher; or
 - (2) Together with attendant utility and sanitary facilities be designed so that below the base flood level or below the nearest 500-year floodplain elevation, whichever is higher, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
- (c) A registered professional engineer or architect shall submit a certification to the building official that the standards of this section, as proposed in section 4-148(a)(1), are satisfied.
- (d) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.”

Section 12. Section 4-171, Standards Applicable to All Residential Construction, of Division 4, Flood Hazard Reduction, of Article V, Drainage and Flood Damage Prevention, of Chapter 4, Development, Building and Construction, of the Code of Ordinances of the City of Bunker Hill Village Texas is hereby amended by deleting therefrom the language struck through below and adding thereto the language underscored below:

“Sec. 4-171. - Standards applicable to all ~~residential~~ construction.

Generally. Compliance with the provisions of this section shall be a condition for the issuance of development permits for construction of buildings or structures used for residential purposes or for the material alteration of the grade of any lot or tract of land located within the city. For the purposes hereof, "material alteration of the grade" shall mean any alteration of the grade which would or could reasonably result in the diversion or alteration of the course of flow of stormwater runoff to a direction other than directly toward and into the outfall drainage facility designed to receive stormwaters from such lot or tract of land, without traversing upon or across the land of any person other than the person who owns the lot or tract upon which the alteration is to occur.

- (a) Erosion and stormwater runoff controls and remedial actions shall be taken incident to all residential construction in accordance with the "Flood Prevention Plan for Residential Construction" as set forth in appendix A, not included herein, and for all things made a part hereof. All such proposed control and remedial action shall be evidenced by the filing of the application as provided in such appendix A.
- (b) Each lot or tract of land shall be served by an underground storm sewer system, designed and constructed to provide interior drainage for such lot or tract, and capable of receiving and transporting stormwaters for a minimum of a ten-year frequency storm. Inlets into such system shall be placed around the lot or tract, with consideration given for all permeable surfaces to be covered, so as to provide adequate collection of stormwaters necessary to prevent ponding or overflow onto adjacent properties. Such interior storm sewer system shall be designed and constructed to transport such stormwaters directly to the outfall facility designed to receive stormwaters from such lot or tract. No such storm sewer system shall use underground pipe of less than six (6) inches in diameter. Provided further, no slab for the foundation of any building or structure shall be poured, nor shall any material alteration of the grade of any lot or tract be commenced prior to the installation, inspection and approval of the interior storm sewer system required hereby.
- (c) No first level finished floor elevation or the bottom of the lowest horizontal structural member of a pier and beam building shall be less than the highest of the 500-year floodplain elevations, or twelve (12) inches above the higher of the following, in the discretion of the building official for the furtherance of the purposes of this Chapter:
 - (1) Top of the nearest sanitary sewer manhole,
 - (2) The crown of the street nearest thereto, if the street has curb and gutter,
 - (3) The elevation at which water enters the nearest drainage inlet, if the street does not have curb and gutter, or
 - (4) The hydraulic grade line as modeled and profiled for the City's major drainage ways based on the 100-year storm event as adopted in the City's Drainage Criteria Manual in 2016.

At no time shall the first level finished floor elevation or at the bottom of the lowest horizontal structural member of a pier and beam building be less than the hydraulic grade line as modeled and profiled for the City's major drainage ways based on the Harris County NOAA Atlas 14 required storm event as adopted by Harris County in 2020.

The standards prescribed in this subsection shall be applied:

- (1) For all new residential construction within the city; and
- (2) When the repair or modification of an existing structure involves structural modifications, including wall or ceiling board replacement, in rooms constituting more than fifty (50) percent of the climate controlled square footage of the structure."

Section 13. Penalty. Any person who 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. Each day of violation shall constitute a separate offense.

Section 14. 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 ADOPTED this the 23rd day of March 2021.

Robert P. Lord
Mayor

ATTEST:

Karen H. Glynn
Acting City Secretary

Karen Glynn

From: Steiber, Jonathan (Engineering) <Jonathan.Steiber@eng.hctx.net>
Sent: Tuesday, December 1, 2020 12:49 PM
To: Karen Glynn
Subject: RE: Harris County Initiative - Development of Minimum Standards
Attachments: ARTICLE_V.__DRAINAGE_AND_FLOOD_DAMAGE_PREVENTION.doc; REVISED2-21-2017-DrainageCriteriaManualModificationsandExhibits.pdf

Karen, we recently received comments back from EHRA on City of Bunker Hill Village's revised ordinance, and they recommend some additional updates (attached) in order to meet certain minimum measures related to 500-yr floodplain, net fill, finished floor elevation, and minimum detention rate. Please review and let me know how you'd like to proceed. We can set up a meeting to discuss further if you'd like.

Thanks,

Jon Steiber, P.E., CFM
Director - General Services Division
Harris County Engineering Department
713-274-3842



<https://www.eng.hctx.net/Vision-Zero>

From: Karen Glynn <KGlynn@bunkerhilltx.gov>
Sent: Tuesday, October 20, 2020 2:19 PM
To: Steiber, Jonathan (Engineering) <Jonathan.Steiber@eng.hctx.net>
Cc: Karen Glynn <KGlynn@bunkerhilltx.gov>
Subject: RE: Harris County Initiative - Development of Minimum Standards

Good Afternoon,

The attached Ordinance was approved by the City of Bunker Hill Village City Council as a result of the information provided by Harris County regarding Atlas 14.
This was reviewed by the City's Drainage Committee that made this recommendation to the Council.

Please let me know if you have any questions or comments.

Thanks you,

Karen Glynn

ARTICLE V. - DRAINAGE AND FLOOD DAMAGE PREVENTION

DIVISION 1. - IN GENERAL

Sec. 4-81. - Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

Appeal shall mean a request for a review of the building official's interpretation of any provision of this chapter or a request for a variance.

Area of moderate flood hazard shall mean the land between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. They are shown on flood maps as zones labeled with the letters B or X (shaded).

Area of shallow flooding shall mean a designated AO, AH, or VO zone on the flood insurance rate map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard shall mean the land in the floodplain subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the flood hazard boundary map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A may be refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

Base flood shall mean the flood having a one percent chance of being equaled or exceeded in any given year.

Critical feature shall mean an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Detention shall mean the temporary storage of stormwater. A detention feature temporarily detains stormwater with an outlet that restricts the outflow.

Development shall mean any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Elevated building shall mean a nonbasement building built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zone V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water, and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters. In the case of Zone V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls meet the standards of section 60.3(e)(5) of the National Flood Insurance Program regulations.

Existing construction shall mean, for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing conditions shall mean the state of the property prior to any construction or reconstruction begins.

Five hundred (500) year floodplain elevation shall mean the elevation of surface water resulting from a flood that has a 0.2-percent chance of equaling or exceeding that level in any given year. The 500-year floodplain elevation is shown on the flood insurance rate map for zones B and X (shaded).

Flood or flooding shall mean a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; and/or
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood insurance rate map (FIRM) shall mean the official map on which the federal emergency management agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the city.

Flood insurance study shall mean the official report provided by the federal emergency management agency. The report contains flood profiles, water surface elevation of the base flood, as well as the flood boundary-floodway map.

Floodplain or flood-prone area shall mean any land area susceptible to being inundated by water from any source (see definition of flooding).

Flood protection system shall mean those physical structural works for which funds have been authorized, appropriated and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. The specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodway (regulatory floodway) shall mean the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Functionally dependent use shall mean a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Habitable floor shall mean any floor usable for the living purposes which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purposes only is not a "habitable floor".

Highest adjacent grade shall mean the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Levee shall mean a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system shall mean a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor shall mean the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home shall mean a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty

(180) consecutive days. For insurance purposes the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.

Mean sea level shall mean, for purposes of the national flood insurance program, the national geodetic vertical datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

Moderate flood hazard area shall mean see *Area of moderate flood hazard*.

New construction shall mean, for floodplain management purposes, structures for which the "start of construction" commenced on or after December 7, 1987.

Private street 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.

Site plan shall mean a drawing that shows the plans for developing the land. The document needs to be to scale and will reflect the location and size of each building to be built, or that currently exists, as well as parking, landscaping, and ancillary uses such as pools, patios, or workshop.

Slab elevation shall mean the bottom floor elevation. For a home with a slab floor, this is the slab elevation. For a raised home, it is the lowest elevation of the crawlspace floor or basement floor or floor elevation surrounded by an enclosure.

Start of construction includes substantial improvement and shall mean the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within one hundred eighty (180) days of the permit date. The "actual start" shall mean either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Storm sewer shall mean a storm drain that is a closed-conduit that receives runoff from inlets and conveys the runoff to some point where it is then discharged into a channel, water body or other system.

Stormwater shall mean water that originates during precipitation events; stormwater that does not soak into the ground becomes surface runoff, which either flows directly into surface waterways or is channeled into storm sewers, which eventually discharge to surface waters. Stormwater is of concern related to the volume and timing of runoff water (flooding).

Structure shall mean a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial improvement shall mean any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either before the improvement or repair is started, or if the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places.

Variance is a grant of relief to a person from the requirements of this chapter when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this chapter.

Violation shall mean the failure of a structure or other development to be fully compliant with this chapter. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Sections 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4) or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

Water surface elevation shall mean the height, in relation to the national geodetic vertical datum (NGVD) of 1929 [A1](or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-82. - Stormwater drainage management program and the lands to which ordinance applies.

This chapter shall apply to all areas within the jurisdiction of Bunker Hill Village, Texas.

- (1) *Purpose and applicability.* It is the purpose of this article to preserve and enhance the desirability of our city by requiring careful planning of our city's redevelopment. This includes the management of our drainage facilities and stormwater while ensuring the owners' rights to utilize and develop their property.

The city currently consists of two (2) residential zoning districts: District A and District B. In addition, the city includes two (2) elementary schools, several churches, and a private recreation center all of which are permitted within the residential districts by way of a specific use permit. This chapter will apply to all development both residential and non-residential as defined below.

The city's stormwater drainage system consists of enclosed storm sewers, roadside ditches, swales, inlets, detention facilities, open channels and management of overland (sheet) flow as singular components and/or as part of a combined system. During extreme rainfall events, individual lots/yards provide for overflow and ponding. This chapter, the city's drainage criteria manual and the city's development code strives to take a pro-active approach to prevent structural flooding as a result of rainfall events.

- (2) *Drainage requirements.* All stormwater drainage calculations shall be in accordance with the city's drainage criteria manual below.

Residential—Individual Lot

Stormwater runoff conveyed to the City's drainage system shall be restricted to existing conditions; For new construction, reconstruction and expansion for lots greater than twenty-five thousand (25,000) square feet. Property Owner(s) is responsible for detaining the difference of stormwater runoff calculated between the existing and proposed improvements. For new construction, reconstruction and expansion for lots twenty-five thousand (25,000) square feet or less, stormwater runoff to be detained by Property Owner(s) will be calculated as the difference between the runoff with the existing improvements and forty-five (45) percent of the total lot area as impervious coverage. The City will designate the receiving point for the development.

Lots fronting a Private Street

Stormwater runoff conveyed from individual lots on private streets shall be restricted to existing conditions for the existing stormwater conveyed to the City's drainage system at the receiving point in addition to the stormwater draining from the lot. Property owners along the private street may work together to develop a coordinated/collective drainage system maintaining the existing conditions at the City's designated receiving point.

Non-Residential

Property Owner(s) is responsible for detaining one hundred (100) percent of stormwater runoff calculated from the proposed reconstruction and/or new development:

- (1) If the proposed improvements are less than fifty (50) percent of the value or area of the entire property/site, the stormwater calculated shall be based on the impacted area only.
- (2) If the proposed improvements are greater than fifty (50) percent of the value or area of the entire site the stormwater calculated shall be based on the entire site including associated ancillary facilities such as parking.

The impact, as a result of redevelopment, shall be evaluated and required as part of the Specific Use Permit Process. Although, one hundred (100) percent of detention will be required, the onsite/private system will continue to be tied to the City's system at existing or designated connect points.

Residential and Non-Residential Maintenance Improvements

Maintenance Improvements do not trigger the need for drainage requirements if there is no change in the surface footprint of the site/lot and therefore, no negative impact to the City's drainage system.

Replat or New Subdivision—Residential and Non-Residential

The Property Owner(s) is responsible for detaining one hundred (100) percent of stormwater runoff from existing and new development including any proposed public streets.

Although, one hundred (100) percent of detention will be required, the onsite/private system will continue to be tied to the City's system at existing or designated connect points.

When feasible, a Regional Detention System should be developed to accommodate the new development. With approval, through the City's subdivision process, detention may be included in the public right-of-way.

Lots that are created as a part of a Regional Detention System and meet the drainage calculations and assumptions for the System are exempt from individual lot requirements.

- (3) *Pre-development meeting.* A pre-development meeting is required for all new construction, reconstruction, expansion/additions. New construction, reconstruction, expansion/additions add to the building footprint of the site and will be required to meet this stormwater drainage ordinance. The pre-development meeting provides an opportunity to understand the ordinance prior to submittal of any plans for review and permitting. See section 4-4.
- (4) *Requirements for submittal of information for proposed improvements and calculation of stormwater runoff.* Submittal information will be in conformance with the city's drainage criteria manual and include but not be limited to the following:
 - a. A site plan identifying existing conditions: the building footprint and other footprints for all impervious and pervious cover; trees identified by location and size; and drainage systems and conditions including existing contours;
 - b. A site plan identifying structures and site conditions to be removed (depending on magnitude of project, this may be shown on the site plan for existing conditions or proposed conditions);
 - c. A site plan identifying all impervious and pervious improvements proposed;

- d. A proposed tree plan (can be an overlay) showing the number, size and location of trees with the proposed improvements; and
- e. A drainage plan which includes the city's drainage calculation sheet and site plan showing the proposed drainage system by size and slab elevation to accommodate the drainage calculated in accordance with this ordinance and the criteria manual. The slab elevation of all habitable structures shall be established by the property owner's engineer or architect. The elevation shall be based on the latest FEMA datum and datum adjustments.

(Ord. No. 14-444, § 6, 10-21-14; Ord. No. 17-477, § 2, 8-15-17)

Sec. 4-83. - Basis for establishing areas of special flood hazard and moderate flood hazard.

The areas of special flood hazard and moderate flood hazard identified by the federal emergency management agency in a scientific and engineering report entitled, "The Flood Insurance Study for the City of Bunker Hill Village, Texas", dated June 2, 1980, with accompanying flood insurance rate maps and flood boundary-floodway maps (FIRM and FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this chapter. The flood insurance study is on file, and may be examined, at the office of the city secretary.

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-84. - Establishment of development permit.

A development permit shall be required to ensure conformance with the provisions of this chapter. It shall be unlawful for any person to cause or allow any development to or on any tract of land owned or occupied by such person without having first obtained a development permit therefore in accordance with this chapter.

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-85. - Compliance.

No structure or land shall be located, altered, or have its use changed without full compliance with the terms of this chapter and other applicable regulations. Any project which is required to construct drainage improvements in accordance with the adopted ordinances of the City of Bunker Hill Village shall construct the approved drainage improvements prior to any work for foundations, piers, or any excavation. Existing structure demolition projects shall be required to construct a minimum of temporary drainage which prevents ponding on the lot and directs drainage so that it does not negatively impact adjacent properties.

(Ord. No. 14-444, § 6, 10-21-14; Ord. No. 15-458, § 2, 11-17-15)

Sec. 4-86. - Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and another provision conflict or overlap, whichever imposes the more stringent restrictions shall prevail. This chapter shall not be construed to permit any use of land not permitted by the zoning ordinance of the city.

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-87. - Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the city council; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-88. - Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Greater floods can and will occur, and flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards and moderate flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city or any official or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

(Ord. No. 14-444, § 6, 10-21-14)

Secs. 4-89—4-125. - Reserved.

DIVISION 2. - STATUTORY AUTHORIZATION; FINDINGS OF FACT; PURPOSE; METHODS

Sec. 4-126. - Statutory authorization.

Pursuant to V.T.C.A., Water Code § 16.311 et seq., municipalities have been delegated the responsibility to adopt rules and regulations necessary to minimize flood related damages. The imposition of such regulations are necessary to entitle such municipalities to qualify its citizenry for participation in the national flood insurance program. The city council hereby determines that the findings of fact in section 4-127 are true and correct, and that all regulatory and administrative provisions provided herein are necessary to promote and protect the health, safety, and general welfare of the citizens of the city.

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-127. - Findings of fact.

- (a) The flood hazard areas of the city are subject to periodic inundation which threatens loss of life and property and results in health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
- (b) The flood losses are caused by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood proofed or otherwise protected from flood damage.

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-128. - Purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health.
- (2) Minimize expenditure of public money for costly flood control projects.
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.
- (4) Minimize prolonged business interruptions.
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains.
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas.
- (7) Ensure that potential buyers are notified that property is in a flood area.

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-129. - Methods of reducing flood losses.

In order to accomplish its purposes, this chapter uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities.
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters.
- (4) Control filling, grading, dredging and other development which may increase flood damage.
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

(Ord. No. 14-444, § 6, 10-21-14)

Secs. 4-130—4-145. - Reserved.

DIVISION 3. - ADMINISTRATION

Sec. 4-146. - Building official as administrative officer.

The building official is hereby appointed to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (National Flood Insurance Program regulations) pertaining to floodplain management.

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-147. - Duties, responsibilities of building official.

The duties and responsibilities of the building official shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this chapter.
- (2) Review permit applications to determine whether proposed building sites will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by adoption of this chapter.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards and moderate flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the building official shall make the necessary interpretation.
- (6) Notify, in riverine situations, adjacent communities and the state water commission prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the federal emergency management agency.
- (7) Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) When base flood elevation and 500-year floodplain elevation data has not been provided in accordance with section 4-83, the building official shall obtain, review and reasonably utilize any base flood elevation and 500-year floodplain elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of article IV.
- (9) When a regulatory floodway has not been designated, the building official must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30, and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-148. - Permit procedures.

- (a) Application for a development permit shall be presented to the building official on forms furnished by him and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, and the location of the foregoing in relation to areas of special flood hazard and moderate flood hazard. Additionally, the following information is required:
 - (1) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures.
 - (2) Elevation in relation to mean sea level to which any nonresidential structure shall be flood proofed.
 - (3) A certificate from a registered professional engineer or architect that the nonresidential flood proofed structure shall meet the flood proofing criteria of subsection 4-167(2).
 - (4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
 - (5) Maintain a record of all such information in accordance with subsection 4-147(1).

- (b) Approval or denial of a development permit by the building official shall be based on all of the provisions of this chapter and the following relevant factors:
- (1) The danger to life and property due to flooding or erosion damage.
 - (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - (3) The danger that materials may be swept onto other lands to the injury of others.
 - (4) The compatibility of the proposed use with existing and anticipated development.
 - (5) The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - (6) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets, bridges and public utilities and facilities such as sewer, gas, electrical and water systems.
 - (7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
 - (8) The necessity to the facility of a waterfront location, where applicable.
 - (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.
 - (10) The relationship of the proposed use to the comprehensive plan for that area.
 - (11) The impact on flood levels of adjacent and neighboring properties.
- (c) The building official may issue a development permit without an applicant submitting all or any part of the information required in subsection (a) above, if the application is for a development located wholly outside an area of special flood hazard and moderate flood hazard, and such official determines that there exists sufficient available data relating to the information being waived.

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-149. - Variance procedures.

- (a) The board of adjustment, as established by city's comprehensive zoning ordinance, shall hear and render judgment on requests for variances from the requirements of this chapter.
- (b) The board of adjustment shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision or determination made by the building official in the enforcement or administration of this chapter.
- (c) Any person aggrieved by the decision of the board of adjustment may appeal such decision in the courts of competent jurisdiction.
- (d) The building official shall maintain a record of all actions involving an appeal and shall report variances to the federal emergency management agency upon request.
- (e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the national register of historic places or the state inventory of historic places, without regard to the procedures set forth in the remainder of this chapter.
- (f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in subsection 4-148(b) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

- (g) Upon consideration of the factors noted above and the intent of this chapter, the board of adjustment may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter.
- (h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (i) The following shall be prerequisites for the granting of variances:
 - (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon:
 - a. Showing a good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (j) Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria outlined in subsections (a) through (i) above are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and/or the 500-year flood and create no additional threats to public safety.
- (k) The provisions of this section 4-149 shall not be applicable to section 4-82, stormwater drainage management program, of division 1, in general, of article V, drainage and flood damage prevention.

(Ord. No. 14-444, § 6, 10-21-14; Ord. No. 16-462, § 2, 2-16-16)

Secs. 4-150—4-165. - Reserved.

DIVISION 4. - FLOOD HAZARD REDUCTION

Sec. 4-166. - General standards.

In all areas of special flood hazards the following standards apply for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage.
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are

designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters.
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- (8) Compensating floodplain mitigation will be required for any fill placed below the base flood elevation and 500-year floodplain elevation for any new construction or substantial improvements.

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-167. - Specific standards.

In all areas of special flood hazards and moderate flood hazards where base flood elevation and 500-year floodplain elevation data has been provided as set forth in section 4-83, subsection 4-147(8), or subsection 4-168(d), the following provisions are required:

- (a) *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to or above the 500-year base flood elevation. A registered professional engineer, architect or land surveyor shall submit a certification to the building official that the standard of this subsection as proposed in subsection 4-148(a)(1) is satisfied.
- (b) *Nonresidential construction.* New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the 500-year floodplain elevation base flood level or, together with attendant utility and sanitary facilities, be designed so that below the 500-year floodplain elevation base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are flood proofed shall be maintained by the building official.
- (c) *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - (1) A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - (2) The bottom of all openings shall be no higher than one foot above grade.
 - (3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (d) *Manufactured homes:*
 - (1) Require that all manufactured homes to be placed within Zone A shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement,

manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

- (2) All manufactured homes shall be in compliance with subsection (1) above.
- (3) Require that all manufactured homes to be placed or substantially improved within Zones A1-30, AH, and AE, and X (shaded) on the community's FIRM be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the 500-year floodplain base flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provision of subsection (4).

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-168. - Standards for subdivision proposals.

- (a) All subdivisions shall be consistent with sections 4-127, 4-128 and 4-129.
- (b) All proposals for the development of subdivisions, including manufactured home parks and subdivisions, shall meet development permit requirements of section 4-84; section 4-148; and the provisions of this article.
- (c) Base flood elevation and 500-yr floodplain elevation data shall be generated for subdivision proposals and other proposed development which is greater than five (5) acres, if not otherwise provided pursuant to section 4-83 or section 4-147(8).
- (d) All subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (e) All subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-169. - Standards for areas of shallow flooding (AO/AH Zones).

Located within the areas of special flood hazard established in section 4-83 are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (a) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the nearest 500-year floodplain elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified), whichever is higher.
- (b) All new construction and substantial improvements of nonresidential structures shall:
 - (1) Have the lowest floor (including basement) elevated above the nearest 500-year floodplain elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified), whichever is higher; or
 - (2) Together with attendant utility and sanitary facilities be designed so that below the base flood level or below the nearest 500-year floodplain elevation, whichever is higher, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

- (c) A registered professional engineer or architect shall submit a certification to the building official that the standards of this section, as proposed in section 4-148(a)(1), are satisfied.
- (d) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-170. - Floodways.

Located within areas of special flood hazard established in section 4-83, areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- (a) Encroachments are prohibited, including fill, new construction, substantial improvements and other development unless certification by a professional registered engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- (b) If subsection (a) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this article.

(Ord. No. 14-444, § 6, 10-21-14)

Sec. 4-171. - Standards applicable to all residential[A2] construction.

Generally. Compliance with the provisions of this section shall be a condition for the issuance of development permits for construction of buildings or structures used for residential purposes or for the material alteration of the grade of any lot or tract of land located within the city. For the purposes hereof, "material alteration of the grade" shall mean any alteration of the grade which would or could reasonably result in the diversion or alteration of the course of flow of stormwater runoff to a direction other than directly toward and into the outfall drainage facility designed to receive stormwaters from such lot or tract of land, without traversing upon or across the land of any person other than the person who owns the lot or tract upon which the alteration is to occur.

- (a) Erosion and stormwater runoff controls and remedial actions shall be taken incident to all residential construction in accordance with the "Flood Prevention Plan for Residential Construction" as set forth in appendix A, not included herein, and for all things made a part hereof. All such proposed control and remedial action shall be evidenced by the filing of the application as provided in such appendix A.
- (b) Each lot or tract of land shall be served by an underground storm sewer system, designed and constructed to provide interior drainage for such lot or tract, and capable of receiving and transporting stormwaters for a minimum of a ten-year frequency storm. Inlets into such system shall be placed around the lot or tract, with consideration given for all permeable surfaces to be covered, so as to provide adequate collection of stormwaters necessary to prevent ponding or overflow onto adjacent properties. Such interior storm sewer system shall be designed and constructed to transport such stormwaters directly to the outfall facility designed to receive stormwaters from such lot or tract. No such storm sewer system shall use underground pipe of less than six (6) inches in diameter. Provided further, no slab for the foundation of any building or structure shall be poured, nor shall any material alteration of the grade of any lot or tract be commenced prior to the installation, inspection and approval of the interior storm sewer system required hereby.
- (c) No first level finished floor elevation or the bottom of the lowest horizontal structural member of a pier and beam building shall be less than the highest of the 500-year floodplain elevations, or

twelve (12) inches above the higher of the following, in the discretion of the building official for the furtherance of the purposes of this Chapter:

- (1) Top of the nearest sanitary sewer manhole,
- (2) The crown of the street nearest thereto, if the street has curb and gutter,
- (3) The elevation at which water enters the nearest drainage inlet, if the street does not have curb and gutter, or
- (4) The hydraulic grade line as modeled and profiled for the City's major drainage ways based on the 100-year storm event as adopted in the City's Drainage Criteria Manual in 2016.

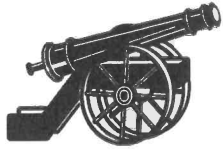
At no time shall the first level finished floor elevation or at the bottom of the lowest horizontal structural member of a pier and beam building be less than the hydraulic grade line as modeled and profiled for the City's major drainage ways based on the Harris County NOAA Atlas 14 required storm event as adopted by Harris County in 2020. [A3]

The standards prescribed in this subsection shall be applied:

- (1) For all new residential construction within the city; and
- (2) When the repair or modification of an existing structure involves structural modifications, including wall or ceiling board replacement, in rooms constituting more than fifty (50) percent of the climate controlled square footage of the structure.

(Ord. No. 14-444, § 6, 10-21-14; Ord. No. 16-465, § 2, 6-21-16; Ord. No. 17-473, § 2, 2-21-17)

Secs. 4-172—4-180. - Reserved.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: March 23, 2021

Agenda Item No: XIII

Subject/Proceeding: CENTERPOINT ENERGY REQUEST FOR INCREASE IN RATES

Exhibits: Resolution Suspending the Proposed Rate Change

Clearance: Karen Glynn, City Administrator

Executive Summary

The City has received a request from CenterPoint regarding utility rates. Bunker Hill participates in the Gulf Coast Coalition of Cities ("GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to issues affecting rates charged in the CenterPoint's service area. The legal counsel for the GCCC and our City Attorney are recommending all cities take action on this request as outlined on the attached resolution.

The following has been provided by the legal counsel for the GCCC:

On March 4, 2021, CenterPoint Gas made Interim Rate Adjustment or "GRIP" filings with the cities in their Houston and Texas Coast divisions. For cities in the Houston Division, the company is seeking recovery of \$153,689,801 in invested capital. This compares to \$157,664,708 last year, \$99,461,495 in 2019 and \$112,238,512 in 2018. The current filing will increase rates to residential customers by \$.99 per month. This will increase the current residential customer charge from \$17.39 to \$18.38 per month. Last year the increase was \$.89 per month.

For cities in the Texas Coast Division, the Company is seeking recovery of \$45,065,113 in invested capital. This compares to \$37,937,732 last year, \$46,935,293 in 2019 and \$31,889,184 in 2018. The current filing will increase rates to residential customers by \$.88 per month. This will increase the current residential customer charge from \$17.77 to \$18.65 per month. Last year the increase was \$.67 per month.

Increases in both divisions are currently scheduled to go into effect on May 3, 2021.

Under the GRIP statute cities may not challenge the Company's request. The only action you may take is to suspend the effective date of the rate increase by 45 days.

Purpose of the Resolution:

The purpose of the Resolution is to suspend the effective date of the rate increase by 45 days.

Explanation of “Be It Resolved” Paragraphs:

1. This section suspends the effective date of the requested rate increase by the maximum period allowed by law, 45 days.
2. This section provides that CenterPoint and counsel for Cities will be notified of the City’s action by sending a copy of the approved and signed Resolution to counsel.

Approval of the attached Resolution will serve as the City's denial and will be sent to CenterPoint and to the Coalition.

RESOLUTION NO. 03-23-21

A RESOLUTION BY THE CITY OF BUNKER HILL VILLAGE, TEXAS SUSPENDING THE MAY 3, 2021 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – HOUSTON DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2020 AND REQUIRING DELIVERY 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–Houston Division, (“CenterPoint” or “the Company”) and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) in March 2021, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective May 3, 2021; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The May 3, 2021, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall, at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002 and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

Signed this 23RD day of March, 2021.

Robert P. Lord, Mayor
City of Bunker Hill Village, Texas

ATTEST:

Karen Glynn, Acting City Secretary
City of Bunker Hill Village, Texas

(SEAL)



March 4, 2021

CenterPoint Energy
1111 Louisiana Street
Houston, TX 77002-5231
P.O. Box 2628
Houston, TX 77252-2628

Mayor and City Council
City of Bunker Hill Village
Bunker Hill Village, Texas

Delivered by Certified Mail

Re: CenterPoint Energy 2021 Annual GRIP Adjustment for the Houston Division

Dear Madam or Sir:

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or the "Company"), files the tariffs and supporting documents, in electronic form, with the City of Bunker Hill Village ("City") consistent with Section 7.7101 of the Railroad Commission of Texas ("Commission") Gas Services Division Rules and Section 104.301 of the Texas Utilities Code to establish the annual gas reliability infrastructure program ("GRIP") interim rate adjustment ("IRA") for the Company's Houston Division, which includes the City. The proposed IRA will affect rates for natural gas service customers located in the City. Simultaneously with this filing, CenterPoint makes the same GRIP filing with the Commission for customers located in the City's environs and cities of the Houston Division that have ceded original jurisdiction to the Commission.

CenterPoint consistently supplies its customers in the Houston Division with safe and dependable natural gas service by prudently investing in additions and upgrades to its delivery system. The Company will continue to prudently invest in its infrastructure in order to improve its natural gas service to its customers and to anticipate and meet their needs under all operating conditions. The GRIP program enables a gas utility such as CenterPoint to begin recovery of its incremental capital investment in the system, subject to a prudence review in its next rate case. This reduces regulatory lag and incentivizes needed investment. Consistent with Section 104.301 of the Texas Utilities Code and Commission precedent, the City's review of this GRIP filing is limited to a ministerial review to ensure compliance with the GRIP statute.

Pursuant to applicable law, the proposed IRA will become effective on May 3, 2021, unless the City suspends that date for a period of no longer than forty-five (45) days. The approved IRA will be applied to the monthly customer charge and will remain in effect until superseded by the earlier of (1) the effective date of the Company's next annual GRIP adjustment for the Houston Division; or (2) the issuance of a final order in a rate setting proceeding for the Houston Division.

As detailed in the attached schedules and supporting material, the Company invested \$153,689,801 in its Houston Division in calendar year 2020 and the applicable IRA is:

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Rate Schedule	Current Customer Charge	Proposed 2021 Interim Rate Adjustment¹	Adjusted Charge	Increase Per Bill
R-2095-I-GRIP 2021; R-2095-U-GRIP 2021 Residential	\$17.39 per customer per month	\$0.99 per customer per month	\$18.38 per customer per month	\$0.99 per customer per month
GSS-2095-I-GRIP 2021; GSS-2095-U-GRIP 2021 General Service Small	\$20.87 per customer per month	\$1.54 per customer per month	\$22.41 per customer per month	\$1.54 per customer per month
GSLV-626-I-GRIP 2021; GSLV-626-U-GRIP 2021 General Service Large Volume	\$224.06 per customer per month	\$23.22 per customer per month	\$247.28 per customer per month	\$23.22 per customer per month

Along with and in support of the proposed IRA, CenterPoint includes the following:

- (a) An earnings monitoring report showing the Company's earnings for the Houston Division during the 2020 calendar year (under the "Earnings Monitoring Report" section of the enclosed filing).
- (b) An Interim Rate Adjustment Application containing accounting schedules and project reports for the GRIP Adjustment Period including a description of (i) the projects undertaken during the GRIP Adjustment Period (ii) the investment to provide utility service in the Houston Division, which were both completed and placed in service during the GRIP Adjustment Period, (iii) the Company's prior utility investments in the Houston Division that were either retired or abandoned during the GRIP Adjustment Period, and (iv) the cost, need and customers benefited by those investments and retirements located in IRAs 12, 13, 14 and 15 which are voluminous and are being provided in electronic form only.
- (c) The Company's calculations of the GRIP Adjustment amount to go into effect on the later of the Planned Effective Date or the end of any suspension period

¹ On December 22, 2017, the Tax Cuts and Jobs Act of 2017 (the "TCJA") was signed into law. The TCJA reduced the federal corporate income tax rate from 35% to 21%. The Company has calculated the GRIP Adjustment using the 35% federal corporate income tax rate approved in GUD No. 10567. The Company has also calculated and is seeking approval of the GRIP Adjustment using the 21% federal corporate income tax rate under the Tax Cuts and Jobs Act of 2017. The Proposed 2021 Interim Rate Adjustment in the table above has been calculated using the reduced corporate income tax rate of 21%.

imposed (under the “Interim Rate Adjustment Application” section of the enclosed filing). The Company has calculated the GRIP Adjustment using the 35% federal corporate income tax rate approved in GUD No. 10567. The Company has also calculated and is seeking approval of the GRIP Adjustment using the 21% federal corporate income tax rate under the Tax Cuts and Jobs Act of 2017.

(d) Affidavits by Kristie Colvin, Brian K. Gower and Tal R. Centers, Jr. (under the “Affidavits” section of the enclosed filing).

- Ms. Colvin’s affidavit verifies (i) that the Houston Division’s books and records are kept in accordance with the rules of the Commission and (ii) that the reports enclosed accurately reflect the Houston Division’s books and records related to the information in those reports.
- Mr. Gower’s affidavit verifies the notice of the GRIP filing through customer bill inserts.
- Mr. Centers’ affidavit concerns the reimbursement of relocation expenses.

In addition, the source documentation and workpapers supporting the data and calculations contained in the foregoing reports is maintained in CenterPoint’s electronic databases which are available for review. To schedule an opportunity to review the electronic databases or any hard copy project files related to the new investment or retirements, please contact me at (713) 207-5946.

Notice of this proceeding will be provided to affected customers in the Houston Division by bill insert or by separate mailing within 45 days after the date of this filing in accordance with the applicable law.

Please accept for filing the above-mentioned tariffs, filing package and enclosures. Instead of a binder with a hard copy of the filing, the Company has provided the equivalent in electronic form in the folder called Electronic Copy of Filing.

Although only the incorporated tariffs are applicable to the City, the Company has also included in its filing package both incorporated and unincorporated tariffs.

There have been no changes to the IRA forms since the Company’s last filing, other than adding a column on IRA-18 and IRA-19 to show ‘Allocated Original Cost’.

If the City takes any action regarding this filing, please send signed documents, such as, ordinances, resolutions and minutes to the following address:

City of Bunker Hill Village

March 4, 2021

Page 4

Keith L. Wall
1111 Louisiana Street
CNP Tower 19th Floor
Houston, Texas 77002

Please do not hesitate to contact me with any questions you may have regarding this filing.

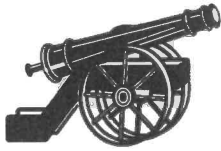
Sincerely,

A handwritten signature in black ink that reads "Keith L. Wall". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Keith L. Wall
Director of Regulatory Affairs

Attachments

cc: Mr. Tal Centers
Mr. Sam Chang
Ms. Gracy Rodriguez



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: March 23, 2021

Agenda Item No: XIV

Subject/Proceeding: REVIEW, DISCUSSION AND DIRECTION ON NEEDED
REPAIRS/REPLACEMENT OF THE CITY'S PUBLIC WORKS
OPERATIONS BUILDING

Exhibits: N/A

Clearance: Karen Glynn, City Administrator
Steve Smith, Public Works Director

Executive Summary

As the Mayor noted at the February City Council Meeting, repairs are needed for the City's Public Works Operations Building. This has been discussed over the years with the City Council. It was the consensus of Council to consider this project following the recent winter storm and the efforts needed by the Public Works Team.

Staff will present and review concepts and needs of the City Hall site including the needs for the Utility System. Staff will seek Council's direction on next steps.