

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

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**Agenda Date:** June 15, 2021

**Agenda Item No:** II

**Subject/Proceeding:** THE CITY COUNCIL WILL CONVENE INTO CLOSED EXECUTIVE SESSION PURSUANT TO SECTION 551.089 OF THE TEXAS GOVERNMENT CODE TO DELIBERATE AN ITEM CONCERNING CRITICAL INFRASTRUCTURE OF THE CITY: THE RISK AND RESILIENCE STUDY FOR THE CITY'S WATER SYSTEM

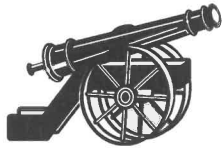
**Exhibits:** N/A

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

**Executive Summary**

Representatives from Langford Engineering and City Staff will meet with the City Council in Executive Session to review the City's Risk and Resilience Study for the City's Water System. This Study is required to be certified as completed by June 30, 2021.

*On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law; Section 2013(a) of the Act amends Section 1433 of the Safe Drinking Water Act. This section requires community (drinking) water systems (CWS) serving more than 3,300 people to develop or update risk and resilience assessments and certify to EPA that this work has been completed.*



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

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**Agenda Date:** June 15, 2021

**Agenda Item No:** III

**Subject/Proceeding:** PROPOSED 2022 BUDGET ASSUMPTIONS

**Exhibits:** *N/A*

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

**Executive Summary**

The City Staff recognize that the annual budget process is the single most important financial responsibility of a local government. In accordance with the Local Government Code, Chapter 102, Texas cities are required to file and adopt an annual budget. The Texas Tax Code and Senate Bill 2 require cities that levy a property tax to approve their budgets by September 30 or by the 60th day after the taxing unit receive the certified roll, whichever date is later regardless of the date their fiscal year starts. Senate Bill 2 also provided more requirements and direction.

Staff will step through the assumptions for the proposed 2022 Budget to begin the budget process. Staff looks forward to gaining Council input and direction in preparation for the 2022 Budget Workshop planned for July.

# Proclamation

## CITY OF BUNKER HILL VILLAGE, TEXAS

**WHEREAS**, the Baylor University Men's Basketball team won the 2021 NCAA Men's Basketball Tournament by soundly defeating the previously undefeated Gonzaga Bulldogs by a score of 86 to 70 on April 5, 2021 at Lucas Oil Stadium in Indianapolis, Indiana; and

**WHEREAS**, the Baylor Bears, coached by head coach Scott Drew and his dedicated assistant coaches, defeated teams from the University of Hartford, the University of Wisconsin, No. 18 ranked Villanova University, No. 10 ranked University of Arkansas, and No. 6 ranked University of Houston before taking on the No. 1 ranked Gonzaga Bulldogs in the final National Championship game of the 2021 NCAA Tournament; and

**WHEREAS**, the Bears' win marked the first National Championship in men's basketball by a team from the State of Texas since Texas Western University in 1966; and

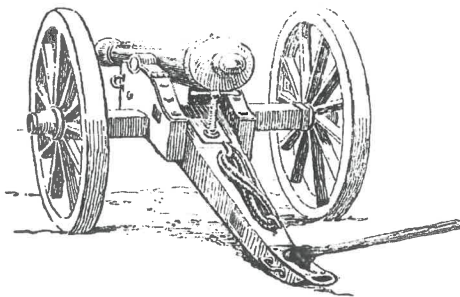
**WHEREAS**, on their way to the National Championship, the Bears compiled an impressive record of 28-2, going 13-1 in the Big 12 regular season and winning their first ever Big 12 Men's Basketball regular season title with significant wins over top-ten ranked teams Illinois, Kansas, Texas, and West Virginia; and

**WHEREAS**, led by All-American guard, Jared Butler, who was named Final Four Most Outstanding Player in the Final Four of the 2021 NCAA Tournament, the Bears never trailed in either the semi-finals or the finals, and beat their opponents by a combined total of 35 points.

**NOW, THEREFORE**, on behalf of the City Council of the City of Bunker Hill Village, I, Mayor Robert P. Lord, a proud Baylor University alumnus, do hereby Proclaim

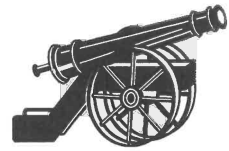
***2021 Baylor University Men's Basketball Team Day  
in the City of Bunker Hill Village, Texas  
June 15, 2021***

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of Bunker Hill Village to be affixed this 15<sup>th</sup> day of June 2021.



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Robert P. Lord, Mayor



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

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**Agenda Date:** June 15, 2021

**Agenda Item No:** VII

**Subject/Proceeding:** **REVIEW, DISCUSSION AND DIRECTION ON PROPOSED  
PLANS AND ARCHITECTURAL RENDERINGS FOR THE  
CITY'S PUBLIC WORKS AND DISASTER OPERATIONS  
BUILDING**

**Exhibits:** N/A

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

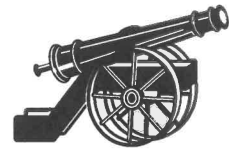
### **Executive Summary**

At the March 2021 City Council Meeting, it was the consensus of Council to consider this project following the recent winter storm and the efforts needed by the Public Works Team especially during emergency situations. The Council authorized the Mayor to approve funding in an amount not to exceed \$20,000 for a planning study which will include a site plan, space needs and a budget.

The Mayor approved a contract with PGAL Architects to assist the City with the project.

PGAL will be available at the meeting to present concepts.





## CITY OF BUNKER HILL VILLAGE

### CITY COUNCIL

#### Agenda Request

**Agenda Date:** June 15, 2021

**Agenda Item No:** VIII

**Subject/Proceeding:** Consideration and Action on approval of a Contract for Final Design for Chapel Belle and a segment of Tamerlaine

**Exhibits:** RPS Proposal

**Budget:** General Fund Capital Projects  
Chapel Belle/Others  
\$350,000 – 2021  
\$850,000 – 2022

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

### Executive Summary

The 2021 Capital Improvements Budget includes funding for the Final Engineering Design for the Rehabilitation of Chapel Belle. Chapel Belle was deemed a critical area for drainage and street rehab in the City as part of the 2015 Street Assessment provided by Lloyd Smith & Associates. The Drainage Committee has also heard from the residents along Chapel Belle for many years. There is very limited storm sewer and the street experiences significant ponding on the cul-de sac as well as nuisance ponding along the gutter line of the entire street. The Drainage Committee recommends this reconstruction project. Funding is available to complete design in 2021 with supplemental funding for construction in 2022.

Staff recommends designing a segment on Tamerlaine and bidding this as an ad-alternate with Chapel Belle. This includes approximately 150 linear feet.

RPS conducted a preliminary engineering report for Chapel Belle in 2014 outlining the proposed scope of the project. Chapel Belle will include full reconstruction for drainage and pavement. A new water line was completed in 2020 and the wastewater line was also rehabilitated with a regional project in 2018.

RPS has submitted a proposal for performing the final design which includes survey and geotechnical services in addition to the bid phase of the project in an amount not to exceed \$153,563.00 as outlined on the attached proposal. This includes the segment of Tamerlaine.

The design will be completed in 150 days. The bidding process will take approximately two months. Construction is projected to begin in early 2022.

Staff is recommending approval of a contract with RPS Klotz Associates in the amount of \$153,563.00 for the Final Engineering Design for Chapel Belle and the segment of Tamerlaine as an ad-alternate. Funding for 2022 will be further discussed during the budget process to ensure funding based on current construction costs and the need to reconstruct Tamerlaine which is expected to cost approximately \$150,000.

*The following schedule and budget is provided:*

<b>City of Bunker Hill Village</b> <b>Chapel Belle Reconstruction / Tamerlaine Pavement Repair</b> 6/7/2021						
Phase	Description	Days	Engineer's Cost Estimate	2021 Dollars	2022 Dollars	Actual Contracts
<b>GF CIP Budget</b>				<b>\$ 350,000.00</b>	<b>\$ 850,000.00</b>	
I	RPS Design/Bid	150	\$ 153,563.00	\$ 153,563.00		\$ 153,563.00
II	Bid Process Oct -Dec	60				
III	Award Contract Early 2022	270	\$ 928,000.00		\$ 928,000.00	
III	Lloyd-Smitha Construction Phase Services	270	\$ 100,000.00		\$ 100,000.00	
	RPS Construction Phase Services		\$ 50,000.00		\$ 50,000.00	
<b>Sub-Total</b>			<b>\$ 1,231,563.00</b>	<b>\$ 153,563.00</b>	<b>\$ 1,028,000.00</b>	<b>\$ 153,563.00</b>
Contingency 10% Construction Costs			\$ 92,800.00		\$ 92,800.00	
<b>Project Total</b>			<b>\$ 1,324,363.00</b>	<b>\$ 153,563.00</b>	<b>\$ 1,120,800.00</b>	<b>\$ 153,563.00</b>



Our ref: Chapel Belle Lane in Bunker Hill Village, Texas

575 N. Dairy Ashford  
Suite 700  
Houston, Texas 77079  
T +1 281 589 7257

Date: June 2, 2021

Ms. Karen Glynn, P.E.  
City Administrator  
City of Bunker Hill Village  
11977 Memorial Drive  
Houston, Texas 77024

Re: Proposal for the Design of Street and Drainage Improvements for  
Chapel Belle Lane in Bunker Hill Village, Texas

Dear Ms. Glynn:

RPS Infrastructure, Inc. (RPS) is pleased to submit this proposal to the City of Bunker Hill Village (City) for professional engineering services for improvements to the paving and drainage infrastructure on Chapel Belle Lane. The sanitary sewer system for this area will not be part of the design since they are located on the back lots. RPS prepared a Preliminary Engineering Report (PER) in September 2014 to address the current adequacy of the existing infrastructure along with recommendations for improvements and preliminary cost estimates.

The City has also requested that the project include pavement improvements at 306 Tamerlaine due to continue standing water in front of this property. RPS will review existing elevations to design improvements that provide positive drainage.

#### UNDERSTANDING OF THE PROJECT

The City of Bunker Hill Village is continuing its program to improve drainage and infrastructure throughout the City. As part of this program, streets are also being reconstructed in order to implement much needed drainage improvements. In 2014, the City requested for RPS to prepare a PER that considered paving, drainage, and water line reconstruction on Chapel Belle from Memorial to the cul-de-sac. RPS utilized the topographic survey, as-built plans, the Master Drainage Plan, site visits, coordination with City staff, private utility maps and current GIS information for water lines to assist in evaluating the infrastructure need for the street.

The PER contained the following recommendations that will be implemented into the final design:

- Reconstruction of entire roadway with reinforced concrete paving including concrete curb and gutter and replacement of driveway approaches.
- Replacement of 900 LF of storm sewer with reinforced concrete pipes ranging from 24" – 36" in diameter. Storm sewer would include at least six (6) curb inlets and necessary manholes.
- Replacement of water line with approximately 910 LF of 8-inch PVC along with two(2) fire hydrants and service reconnections.

Due to recent complications with the water line on Chapel Belle, the City decided to move forward with water line replacement as part of a change order on the Warrenton/Kilts project. Therefore, water line design is not part of this scope of work.

Our ref: Chapel Belle Lane in Bunker Hill Village

### SCOPE OF SERVICES

RPS is prepared to provide the following basic services to the City of Bunker Hill Village:

#### Basic Services

##### **Task 1 - Chapel Belle Data Verification**

Topographic Survey was conducted during the PER stage of this project in 2014. RPS will utilize the topographic survey as the basis of design but will verify any new improvements or changes in the terrain prior to starting design.

1. RPS will conduct a topographic survey verification walk to check the field data previously provided. RPS will take photos and gather information pertaining to existing conditions.
2. Locate all trees within the project limit and coordinate a tree survey with Cary Moran to determine the trees that are in conflict.
3. Contact utility companies to map plans and mark utilities.
4. Coordinate and research for existing easements and plans.
5. Generate contour lines with survey data
6. Coordination with surveyor for control points and set up for final survey plans.

##### **Task 2 - Tamerlaine Topographic Survey**

Topographic Survey will substantially conform to the current Texas Society of Professional Survey Standards and Specifications for a Category 6, Condition II Survey. Limits of the topographic survey will generally cover the area in front of 306 Tamerlaine along with elevations along the gutter line north and south to the nearest inlets. RPS will prepare a scope and contract with Landpoint for this work.

1. Establish Right-of-Way of intersecting streets and easements, if any.
2. Locate all improvements within project limits with elevations and between street ROWs (including pavement, curb, sidewalks, etc.).
3. Locate all utilities including flow line elevations of underground utilities.
4. Locate all trees within the project limit.
5. Contact utility companies to map plans and mark utilities.
6. Prepare signed and sealed survey control sheets to be included in the plans.
7. Analyze survey CAD file for accuracy
8. Verification of field data with site assessment
9. Generate contour lines with survey data
10. Coordination with surveyor for control points and set up for final survey plans

##### **Task 3 - Chapel Belle Geotechnical Services**

QC Laboratories, Inc. will conduct the field investigation consisting of four (4) soil borings to a depth of twenty (20) feet within the project limits. Geotechnical engineer will provide a geotechnical report with recommendations for the construction of the storm sewer trunk lines including boring logs, pavement recommendations, water observations, excavation and groundwater control, uplift and lateral earth pressures, and bedding and backfill for the proposed storm sewer line and water lines. Copies of the geotechnical report will be made available to the City and the Construction Manager. RPS will prepare a scope and contract directly with QC Laboratories, Inc.

Our ref: Chapel Belle Lane in Bunker Hill Village

#### Task 4 - Project Management and Design Coordination

1. Coordination meetings with the City and project team members. It is anticipated that there will be no more than three (3) coordination meetings with City staff throughout the project design. All other coordination will occur via email or phone conferences.
2. Coordination and design review with Lloyd Smitha (Construction) and Kimley Horn Associates (Traffic) sub-consultant representatives.
3. Project Management will include documentation/records along with task management, workload scheduling, project scheduling, internal meetings, and meeting summaries.

#### Task 5 - Final Design

1. Prepare full sized (22"x34") drawings.
2. Plan submittal milestones will include 60%, 90%, and 100%. For each submittal, RPS will meet with the City to discuss comments. Work with the City and the Design Review sub-consultants at the 60% submittal to value engineer the plans, if needed.
3. Prepare construction plan sheets, including cover sheet, general notes, survey control sheets, plan and profiles, traffic control, SW3P sheets, and other miscellaneous details.
4. Prepare construction cost estimate for 60%, 90%, and 100%.
5. RPS will also prepare a draft project manual at the 90% submittal milestone that will include the bid form, technical specifications, special provisions, summary of work and estimated construction time.
6. We will submit final CAD files to the City in AutoCAD Civil3D version 2013.
7. Final construction plans will also be submitted to the City in their E-Book format along with GIS Shapefile updates to the storm sewer layer and other utilities as necessary.

#### Task 6 - Bid Phase

1. Participate in the pre-bid conference for prospective bidders.
2. Receive, review and answer questions received from plan holders
3. Work with the Construction Manager to issue addenda as required.
4. Attend bid opening.
5. Generate bid tabulations and analyze bid submittals.
6. Review the qualifications of the apparent low bidder.
7. Issue a recommendation for Award.
8. RPS will compile contract documents for the City to review and assist them in obtaining necessary signatures to send executed contracts to the Contractor.

#### ASSUMPTIONS

- Construction Management, Field Project Representation Services, Construction Materials Testing, and Traffic Control Coordination Services are not included in this contract. These services will be considered an additional service and will be negotiated when the detailed design is complete.
- The City will contract with Ed Lloyd, P.E. for Construction Management and Field Project Representation Services and Manu Isaac, P.E. for Traffic Control Coordination Services. RPS will coordinate closely with Mr. Lloyd and Mr. Isaac throughout design and construction of this project.
- Interim deliverables to the City will be in electronic format. The final submittal will be an original signed and stamped set of drawings and specifications in addition to the electronic E-Book submittal and GIS Shapefiles.

Our ref: Chapel Belle Lane in Bunker Hill Village

**FEE SUMMARY**

We propose to perform the engineering services for the infrastructure improvements to Chapel Belle Lane as described herein on a lump sum basis as outlined below:

**Basic Services**

Task 1 – Data Verification	\$ 10,600
Task 2 – Tamerlaine Topographic Survey (with 10% mark-up)	\$ 3,245
Task 3 – Geotechnical Services (with 10% mark-up)	\$ 4,818
Task 4 – Project Management and Design Coordination	\$ 26,900
Task 5 – Final Design	\$ 98,200
Task 6 – Bid Phase	\$ 9,800
<b>Basic Services Total</b>	<b>\$ 153,563</b>

**SCHEDULE**

We estimate the design effort to be completed within 120 days from the receipt of the Notice to Proceed, including review time by the City and other agencies. RPS is prepared to begin this project immediately.

If this proposal meets with your approval, please sign the attached contract. Please do not hesitate to contact or me if you have any questions or would like to discuss any aspect of this proposal.

Sincerely,



Mike McClung, P.E., C.F.M., ENV SP  
Houston Water Office Leader

MM:ng

Cc: Mr. Steve Smith, City of Bunker Hill Village





## Professional Services Agreement

### RPS Group

Attn: Mike McClung  
575 N. Dairy Ashford  
Suite 700  
Houston, TX 77079  
Phone: 281-902-3555  
Email: [mike.mcclung@rpsgroup.com](mailto:mike.mcclung@rpsgroup.com)

Job #  
21-0045

Proposal Date  
January 11, 2021

When accepted by RPS Group ("Client"), this proposal shall constitute an agreement between Client and Landpoint, LLC ("Landpoint").

### Scope of Services

Survey Type	Design Survey along Tamerline Lane, Bunker Hill Village, Harris County, Texas
Work Location	From Vanderpool Lane south $\pm 1,225'$ south along Tamerline Lane Bunker Hill Village, Harris County, Texas
Deliverables	Topographic survey drawing showing Right-of-Way (ROW), topographic features (top of curb, gutter, grade breaks, visible utilities, driveways, trees over 8" in diameter and fences. CAD file in a Civil3d CAD 2018 format.

### General Description of Work:

- Establish necessary horizontal control, based on Virtual Reference Station (VRS) control for topographic design survey for project listed above.
- Establish necessary vertical control for topographic design survey for project listed above.
- Cross-sections at 25' intervals locating top of curb, gutter, centerline, gutter, and top of curb, along Tamerline Lane from closest existing storm inlet located  $\pm 1,225'$  south of Vanderpool Lane north for  $\pm 600'$ .
- Cross-sections at 25' intervals locating natural ground 10' outside ROW, natural ground at ROW, top of curb, gutter, centerline, gutter, top of curb, natural ground at ROW, natural ground 10' outside ROW along Tamerline Lane from  $\pm 950'$  south of Vanderpool Lane north for  $\pm 275'$ .



- Topographic survey within 10' outside of existing ROW, locating ROW monuments, visible utilities, driveways, landscaping and trees over 8" in diameter gutter, centerline, gutter, top of curb, natural ground at ROW, natural ground 10' outside ROW along Tamerline Lane from  $\pm 950'$  south of Vanderpool Lane north for  $\pm 275'$ .
- Cross-sections at 25' intervals locating top of curb, gutter, centerline, gutter, and top of curb, along Tamerline Lane from located  $\pm 275'$  south of Vanderpool Lane north to Vanderpool Lane to closest existing storm inlet.

**Reimbursement:**

- This proposal will be invoiced on a Lump Sum basis with a fee of **\$2,950.00 (Two Thousand Nine Hundred Fifty Dollars)**. Any effort not listed in this proposal will be invoiced on a Time and Materials basis and based on the attached Exhibit "A" Schedule of Rates.

**Assumptions**

- Any effort not in the above proposal will be billed on a Time and Materials basis and based on Exhibit "A" Schedule of Rates (attached);





This proposal, when signed or otherwise agreed to by Client as set forth below, defines the scope of work and correctly sets forth the understanding that Landpoint is granted permission by the Client, to begin work immediately and deliver all materials within the timeframe stated in the project requirements. This proposal must be signed and initialled by Client and then faxed, mailed, or e-mailed to Landpoint to grant Landpoint sufficient authority to begin work. If this proposal is not accepted by Client within 45 days, it will be invalid.

By signing this proposal where provided below, Client further agrees that:

- Any past due amounts under this proposal shall accrue interest at the highest rate allowed by law from the date due until paid, together with actual attorney's fees, costs, and expenses incurred in the collection of any amounts due;
- Should any good faith dispute arise as to work performed by Landpoint or amounts due to Landpoint, such good faith dispute must be brought to Landpoint's attention in writing within thirty (30) days of Client's receipt of the disputed invoice, after which time such work performed and/or amounts due shall be deemed undisputed for all purposes under this proposal. Client shall pay any and all undisputed items as set forth in the invoices from Landpoint;
- Any waiver, forbearance, or discharge of Client's payment obligations under this proposal must be in writing and signed by all of the parties to this proposal;
- This proposal and any relationship between the parties as contemplated or agreed to herein shall not be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landpoint any other party set forth in this proposal.

If work is performed and this proposal is unsigned, the mailing or transmittal of this proposal to the Client and any subsequent failure by Client to pay amounts due to Landpoint after thirty days from the date of any invoice shall create an open account arrangement under which Landpoint shall be entitled to any and all rights and remedies available to Landpoint under Texas law.

ACCEPTED BY CLIENT:

Signature	Title	Date
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Exhibit "A"

2020 Schedule of Rates

**Professional Surveyor's**

**Review:**

Rate for Professional Surveyor to assess all services performed by crew \$160/Hour

**Land Surveying (Field Crew):**

One (1) man survey crew	\$110/Hour
Two (2) man survey crew	\$135/Hour
Three (3) man survey crew	\$160/Hour
Four (4) man survey crew	\$185/Hour

**Survey Project Management:**

One (1) Project Manager / Coordinator	\$150/Hour
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**Aerial Data Collection & High Definition Laser Scanning:**

UAV Operating Field Team (With Licensed Pilot)	\$2,100/Day
Photogrammetrist / LiDAR Technician	\$90/Hour
One (1) Full HDS Crew	\$1,700/Day

**Drafting & Research Services**

One (1) Drafter or Administrative Assistant	\$85/Hour
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**GIS (Geographic Information Systems)**

One (1) GIS Analyst	\$190/Hour
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Rates are comprehensive and include vehicles, equipment, supplies, and mobilization costs.



January 31, 2020

RPS Klotz Associates  
1160 Dairy Ashford, Suite 500  
Houston, Texas 77079

Attn: Mr. Michael R. McClung, P.E.  
P: 281-589-7257  
E: [Mike.McClung@klotz.com](mailto:Mike.McClung@klotz.com)

Re: Cost Estimate for Geotechnical Engineering Services  
Roadway, Water and Storm Sewer Line Improvements  
Chapel Belle Lane - Bunker Hill, Texas  
QCL Document No. 40340

Dear Mr. McClung:

QC Laboratories, Inc. (QCL) understands that we have been selected based on qualifications to provide Geotechnical Engineering Services for the project referenced above. This document has been prepared in general accordance with project information provided to us.

#### **Project Description**

We understand the project consists of roadway, water and storm sewer line improvements to Chapel Belle Lane in Bunker Hill, Texas. At this time, we understand the water line improvements will consist of 6 to 8 inch diameter pipe with anticipated flow lines ranging from 6 to 8 feet and the storm sewer trunk line improvements will consist of the installation of 24 to 36 inch diameter RCP pipes with flow lines ranging from 10 to 15 feet. The project also consists of reconstructing distressed areas of the existing (concrete) pavement.

#### **Scope of Services**

A brief summary of the services to be provided by QCL is presented in the following paragraphs.

**Field Investigation:** The field exploration will be performed to obtain subsurface information regarding soil type, soil stratigraphy and groundwater depth. As requested by the Client, we plan to drill and sample a total of four (4) soil borings to a depth of 20

feet along the alignment of the proposed improvements. The borings are planned to be spaced no greater than 400 feet on center.

We understand coring will be required to access the underlying soils along the areas to be improved. After coring, drilling is planned to be performed using a standard-truck mounted drilling equipment. Soil samples will be evaluated in the field using a pocket penetrometer and/or SPT blow counts, depending on the soil type.

The depth of groundwater will be observed during drilling and at the completion of drilling. At the completion of our field program, the boreholes will be backfilled with soil cuttings and/or bentonite chips, and patched at the surface with lean concrete.

QCL will notify Texas811, a utility location service, to locate the primary utilities. This utility location service will only locate utilities within dedicated public utility easements. If underground utilities are known to exist in the vicinity of the borings, QCL should be provided the opportunity to review utility plans to avoid the existing lines.

**Laboratory Testing:** The engineering properties of selected soil samples will be evaluated by our A2LA accredited laboratory. Laboratory tests may include, but not limited to, moisture content, unit weight, unconfined compression, Atterberg Limits, sieve analysis, and percent passing the No. 200 sieve.

**Engineering Analysis and Report:** The field and laboratory data will be reviewed by an engineer who will also perform appropriate engineering analyses. The findings of the investigation will be presented in an engineering report prepared under the supervision of a Texas Professional Engineer. The report will include the following:

- Logs of Borings, Plan of Borings, water observations, and laboratory test results;
- Excavation and groundwater control;
- Uplift and lateral earth pressures;
- Bedding and backfill for proposed storm sewer and water lines; and
- Reinforced concrete pavement design considerations.

#### **Fees**

The fee for this project will be charged on a Lump Sum basis. Based upon the scope of services presented here, the lump sum fee is **\$4,380** (including coring, soil sampling and engineering).



### Schedules

We can initiate our field operations within 4 to 6 working days following authorization to proceed, if site access and weather conditions permit. We anticipate completion of our services and submittal of our report within 3 weeks following completion of our field services.

In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

### Acceptance

We understand that this work will be authorized through a RPS "Professional Services Agreement".

We appreciate this opportunity and look forward to the successful completion of the project. If you should have any questions or require additional information, please contact us at your convenience.

Sincerely,

**QC Laboratories, Inc.**

(Texas Registered Engineering Firm F-3601)



Xiaoyu (Constance) Lin, P.E.  
Project Manager

Enc: Proposed Boring Location Plan





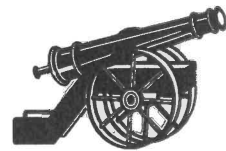


### PROPOSED BORING LOCATIONS



Roadway, Water and Storm Sewer Line Improvements  
Chapel Belle Lane  
Bunker Hill, Texas

QCL PROPOSAL NO.  
40340



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

**Agenda Date:** June 15, 2021

**Agenda Item No:** IX

**Subject/Proceeding:** Police Commissioner's Report

**Exhibits:** Chief's Monthly Reports:  
*May 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

Proposed ALPR Ordinance  
Proposed Resolution and Fee Schedule

**Clearance:** Karen Glynn, City Administrator

**Executive Summary**

The Police Commission Report will include the following items:

- A. Update on Activities
- B. AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, AMENDING ITS CODE OF ORDINANCES TO ADD A NEW DIVISION 3, AUTOMATED LICENSE PLATE RECOGNITION CAMERAS, TO ARTICLE V, RIGHT-OF-WAY MANAGEMENT, OF CHAPTER 13, STREETS AND SIDEWALKS, TO PROVIDE CERTAIN DEFINITIONS, AND ALLOWING AUTOMATED LICENSE PLATE RECOGNITION CAMERAS IN THE CITY'S RIGHTS-OF-WAY WHEN SUCH CAMERA IS APPROVED BY THE MEMORIAL VILLAGES POLICE DEPARTMENT AND THE CITY; REQUIRING APPLICATION FOR A PERMIT UPON CERTAIN CONDITIONS; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EVERY VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; PROVIDING AN EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.
- C. CONSIDERATION AND POSSIBLE ACTION REGARDING RESOLUTION NO. 06-15-2021 E OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING A SCHEDULING OF FEES, RATES, DEPOSITS, AND OTHER CHARGES FOR PUBLIC SERVICES, INCLUDING THOSE RELATING TO DEVELOPMENT, BUILDING AND CONSTRUCTION, ELECTRICAL, PLUMBING, LICENSING AND REGISTRATIONS, REGULATORY INSPECTIONS, PERMITTING, APPLICATIONS, HEARINGS AND OTHER MATTERS AND TO INCORPORATE ALPR PERMIT FEES

The Police Commissioner and Police Chief will present Item A.

The City Administrator will present Item B and C.

The Development of an Ordinance to allow for additional ALPR Cameras, privately funded, to be installed in the City was previously discussed with the City Council in November and in early 2021. The City Administrator and City Attorney worked with the Mayor, Police Commissioner, and Police Chief to develop the proposed Ordinance. The attached Ordinance has been drafted to allow for the installation of additional ALPR Cameras in the City by permit. The permit must have the approval of MVPD and the overall ALPR Camera Program as well as a separate (private) agreement between the Applicant and the MVPD Camera Provider to cover all installation and ongoing costs.

The City will require a permit for installation. There is no fee proposed for this permit unless an additional electrical connection is needed. The electrical permit fee will be \$ 65.00 as with all normal electrical inspections provided by the City's contract inspector.

In reviewing the "Fee Schedule," it is recommended to note the "zero fee permits" to ensure all fees are reviewed each year. Staff took the opportunity to add all "no fee" permits as well.

Staff recommends approval of the ALPR Ordinance and updated Fee Schedule.





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

Raymond Schultz  
Chief of Police

June 14, 2021

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: May Monthly Report

During the month of May MVPD responded/handled a total of 7,910 calls/incidents. 6,564 House watch checks were conducted. 257 traffic stops were initiated with 279 citations being issued for 300 violations. (Note: 4 Assists in Hedwig, 66 in Houston, 4 in Spring Valley and 0 in Hillshire)

*Calls/Events by Village were:*

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	2405/9969	2061/8167	6	16/38/54	4@3:53
Piney Point:	2563/8139	2117/6365	1	43/83/126	3@3:30
Hunters Creek:	2837/11978	2369/9860	13	42/57/99	10@3:31
				Cites/Warn/Total	17@3:36

*Type and frequency of calls for service/citations include:*

Call Type	#	Call Type	#	Citations	#
False Alarms:	163	Ord. Violations:	14	Speeding:	98
Accidents:	20	Information:	31	Exp. Registration:	54
ALPR Hits:	81	Suspicious Situations	117	No Ins:	44
Assist Fire:	62	TWC	13	No License	49
Assist EMS:	37	Welfare Checks:	15	Stop Sign	36

*This month the department generated a total of 88 police reports. BH- 22, PP-22, HC-44*

Crimes Against of Persons (1)  
Assault (non-DV) 1

<u>Crimes Against Property (17)</u>			
Burglary of a Motor Vehicle	5	Forgery	1
Burglary of a Habitation	1	Theft Misd.	2
Fraud/ID	8		

<u>Petty/Quality of Life Crimes/Events (70)</u>			
ALPR Hits (valid)	5	ALPR Hit Investigations	6
Misc. Reports	45	Information Reports	14

<u>Arrest Summary: Individuals Arrested (11)</u>			
Warrants	4	Felony	1
Class 3 Arrests	4	DWI	2

Budget YTD:	Expense	Budget	%
• Personnel Expense:	1,928,111	5,040,063	38.3%
• Operating Expense:	421,883	899,881	46.8%
• Total M&O Expenditures:	2,349,994	5,939,944	39.6%
• Capital Expenses:	85,436	169,500	50.4%
• Net Expenses:	2,435,430	6,109,444	40%

#### Follow-up on Previous Month Items/Requests from Commission

- Department continues to work on obtaining information in reference to Capital Projects for the Capitol Item Strategic Plan.

#### Personnel Changes/Issues/Updates

- TCO K. Lewis submitted her letter of resignation and left employment with the MVPD on May 19, 2021.
- MVPD Staff interviewed Ms. Nancy Hubertus on May 26, 2021, and offered her employment. Ms. Hubertus will start with the department the week of June 12, 2021. Ms. Hubertus comes from the Jersey Village dispatch center.
- The department worked with SGR Resources on the recruiting process for the vacant Commander Opening. A recruiting Brochure was completed and is being distributed.
- Sergeant B. Baker was assigned temporarily as Acting Commander assisting in administrative duties. Other Sergeants will also rotate into the temporary position during the Commander vacancy.
- Officer Boggus had knee surgery in May. He returned to work on June 7, 2021.

#### Major/Significant Events

- On May 8, 2021, MVPD personnel assisted with the MHS Senior High School Car Parade. The event was well attended and supported by residents, families and friends who lined up along Piney Point Road.
- On May 11, 2021, officers responded to an aggravated assault event that occurred on the Katy Freeway. A female victim had been battered by her boyfriend who claimed he wanted to kill both himself and her. The victim was able to jump from the vehicle and escape the suspect. Officers responded and notified detectives. An arrest warrant was obtained for the suspect.
- On May 12, 2021, Officers stopped a vehicle after being notified of an ALPR hit on the stolen vehicle. Three suspects dressed in all black clothing and wearing rubber gloves were detained. The driver was booked into the Harris County Jail while the DA declined charges on the 2 passengers. They were identified and released.
- During the month personnel assisted with 5th grade graduation car parades for both Memorial Drive Elementary and Hunters Creek Elementary Schools.

#### Status Update on any Major Projects

- The MVPD Foundation sponsored renovation of the Gym has started. Staff painted the gym and installed a new fan. New gym equipment was ordered. A new treadmill and a new elliptical have already arrived and been installed. Personnel have been utilizing the new equipment daily. Additional weight equipment that is on order is expected in mid-June.
- Personnel have been scheduled for the 2021 physical assessment testing that will be conducted during the third and fourth week of June.

V-LINC new registrations in May: +62

BH – 1369(+10)

PP – 967 (+44)

HC – 1406 (+8)

Out of Area – 459 (+0)

## May VFD Assists

Calls received directly by MVPD via 911/3700

### Priority Events      Average Response Times

Total – 13	3:45
Fire – 6	3:16
EMS – 7	4:10

### By Village

BH Fire – 0	0
BH EMS – 3	4:29
PP Fire – 1	2:40
PP EMS – 2	3:55
HC Fire -5	3:23
HC EMS -2	3:53

### Combined VFD Events (Priority + Radio)

Total – 79	4:06
Fire – 56	4:06
EMS – 23	4:07

### Radio Call Events

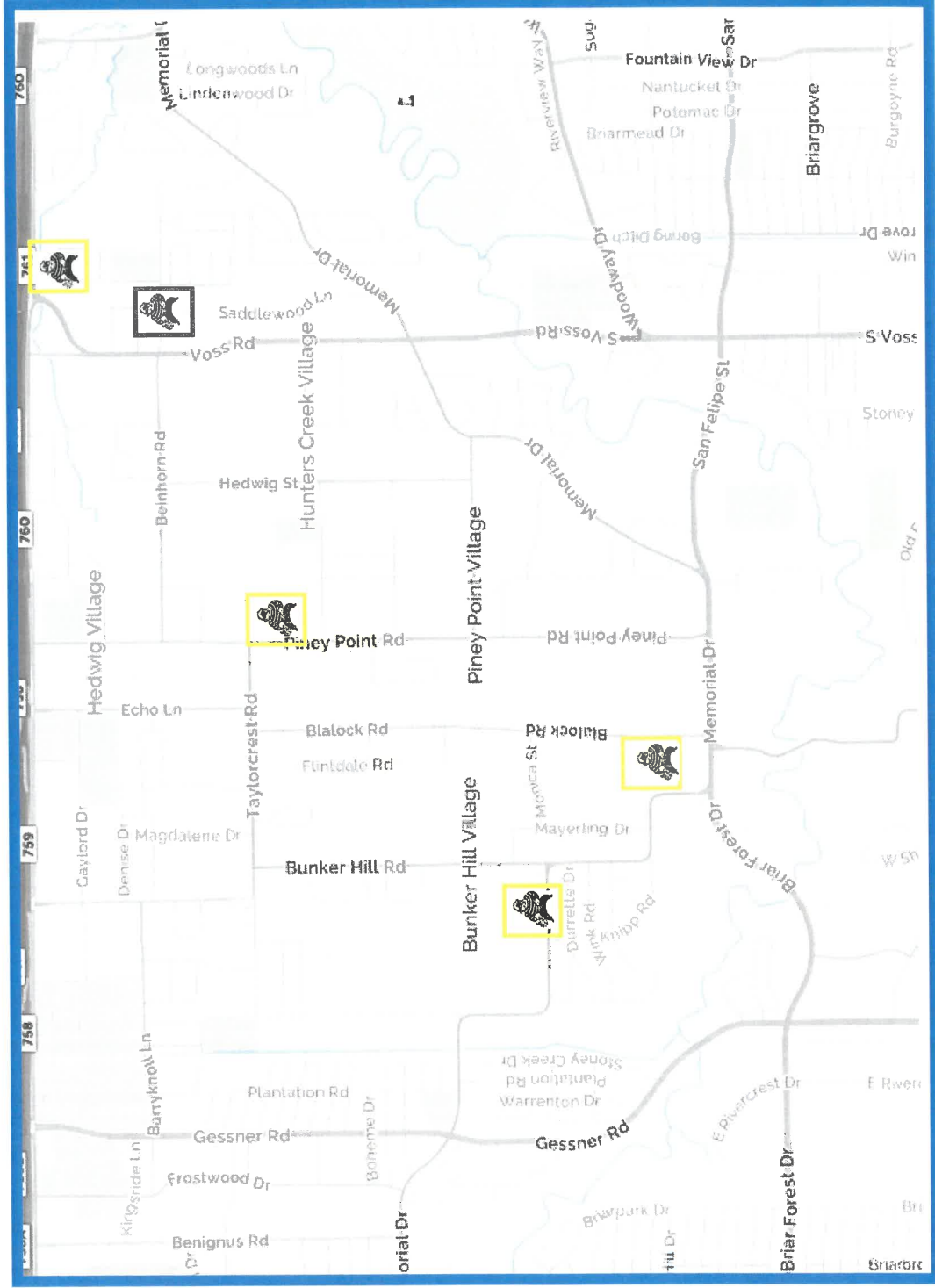
Total – 66	4:13
Fire- 49	4:15
EMS- 17	4:08

### Radio Call Events by Village

BH – 16	5:16*	* 1 call ext response unk med transfer from HFD to VFD
PP – 22	3:50	
HC – 28	3:59	

2021 Burglary Map

Address	Alarm	POE
302 Chapel Bell	No	Vacant (none)
10611 Tarleton	No	Side Door
11634 Blalock Ln	No	Ruse
618 Piney Point Rd	No	Ruse
11310 Smithdale	No	Veh in Carport



2021 Robberies

Address

MO



Daytime Burglary



Nighttime Burglary

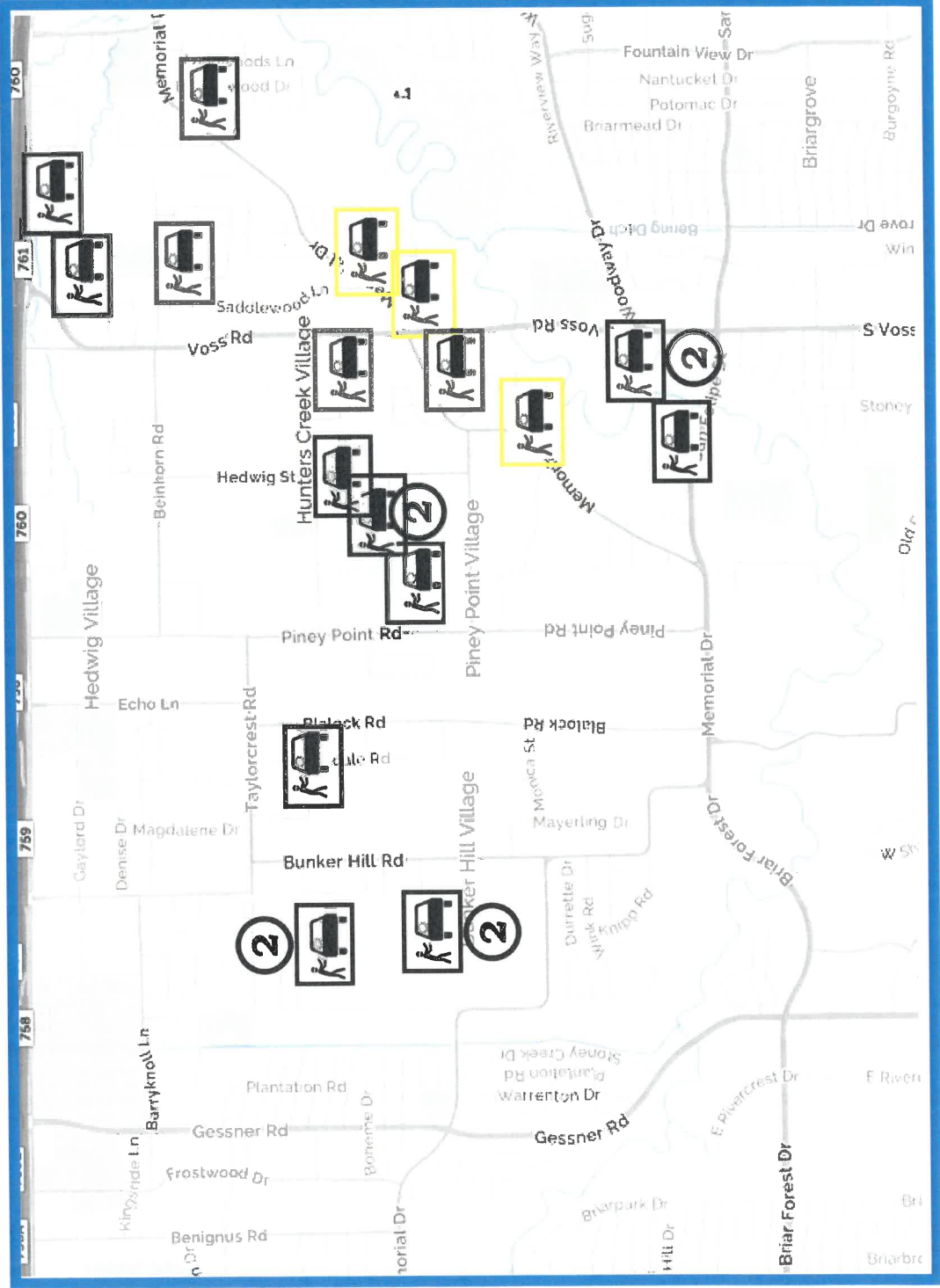


Robbery

5/31/21

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
505 Ripplecreek	Truck Bed
7627 River Point	UNL Door
11734 Flintwood	UNL Door
7630 River Point	UNL Door
907 Tarrington	UNL Door
10610 N Evers Park	UNL Door
11107 Wickway	UNL Door
243 Hedwig	UNL Door
3 Stayton Cir	UNL Door
3 Claymore	UNL Door
302 Lindenwood	UNL Door
323 Hunters Trail	UNL Door
6 Woodsedge	Truck Bed
10821 Longshadow	UNL Door



Daytime Burglary

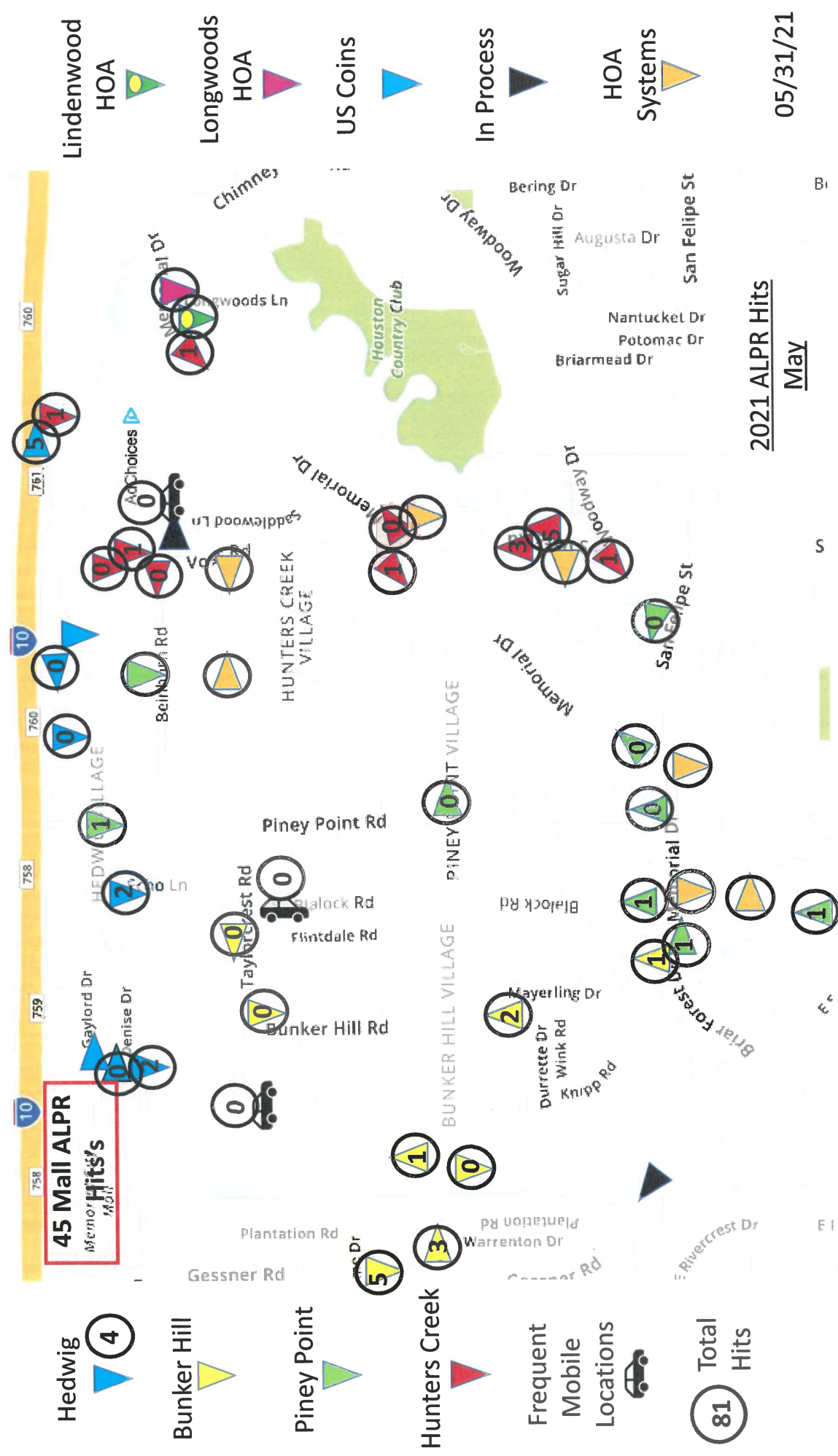
Nighttime Burglary

2

3

4

5/31/21







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	HYNSon	7	\$ 18,500.00	Fraud	4-Mar
17	KXS9288	Ford Focus	2	\$ 14,500.00	Fraud	11-Mar
18	MXL9491	Ford F350	22	\$ 31,000.00		18-Mar
19	NZN3882	AcuraTLX	8	\$ 24,500.00		22-Mar
20	GSC6637	Niss Alt	8	\$ 16,000.00		30-Mar
21	AW83550	Ford F150	19	\$ 24,000.00	meth/fraud	2-Apr
22	8UTT006	BMW X7	20	\$ 41,000.00		16-Apr
23	NFS0818	MercC30	19	\$ 37,000.00		18-Apr
24	DV3YSL	Chev Equx	8	\$ 15,600.00		11-Apr
25	NZN3882	AcuraTLX	8	\$ 23,000.00	Burg/BMV's	11-May
26	DB3Y023	Buick Sed	4	\$ 20,000.00		12-May
27	BPS9409	Niss RGE	15	\$ 22,500.00		13-May
28	JDV2724	Toy Corrol	2	\$ 26,000.00	Car Jacking	16-May
29	GVL2571	Chev PU	2	\$ 41,000.00	Prostitute	25-May

2021 Value	\$ 646,900.00
2020 Value	\$ 1,147,500.00
2019 Value	\$ 438,000.00
<b>Program Total</b>	<b>\$ 2,232,400.00</b>

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
24	960200	Blk Exped	Burg		Gypsys	27-Apr
26	11548U4	Ford PU	Burg		Gypsys	29-Apr
11	10654S1	Ford PU	Burg		Gypsys	29-Apr

Plate Recoveries		
Plate Recove	Date	Links
90561S4	3/1/2021	Paper Fraud Tag
LKW4759	5/23/2021	

Firearm in vehicle





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	9:11:48	4:38:17	4:00:59									3
BIEHUNKO, JOHN	23:07:01	19:19:59	14:04:18	12:55:49	17:39:07								4	15
BOGGUS, LARRY	7:55:02	20:20:04	5:40:37	10:56:38	5:10:26									0
BRACHT, DANIEL	17:07:03	11:15:42	9:46:04	6:46:17	10:42:15									2
BURLESON, Jason	12:12:34	18:10:56	10:39:53	13:49:14	17:04:01								3	0
CADENA, VANESSA	18:00:04	12:07:28	24:08:28	10:26:28	12:23:19								1	13
CANALES, RALPH EDWARD	16:04:00	7:27:16	14:33:16	15:02:51	12:18:48								4	12
CERNY, BLAIR C.	*	7:56:59	4:17:26	7:37:24	9:13:59	11:30:49							1	1
HARWOOD, NICHOLAS	18:15:14	15:46:27	14:27:52	11:56:07	19:13:33								7	1
JARVIS, RICHARD	10:46:12	28:53:18	23:27:39	16:31:49	9:17:32								3	20
JOLIVET, CHARLES	11:59:12	9:59:43	10:18:23	15:17:10	22:51:51								2	13
JONES, ERIC	*	0:31:48	0:06:32	0:00:00	0:05:23									0
KELSO JR, RONALD K		15:55:08	2:04:16	15:04:52	12:24:25	18:36:33							5	22
LERMA, FRANK	*	5:48:56												0
Lowrie, Andy				31:05:28	51:48:34								16	49
MCELVANY, ROBERT	15:06:05	10:55:03	7:34:12	14:51:04	7:40:03								2	8
MILLER, OSCAR	*	11:42:37	16:13:37	6:53:42	23:58:45								4	0
NASH, CHRISTOPHER	13:30:51	14:08:19	13:58:31	13:30:18	19:37:33								7	10
OWENS, LANE	*	4:42:45	0:12:48	2:33:47	2:05:39	0:00:00								0
PAVLOCK, JAMES ADAM		7:56:41	9:16:17	3:48:02	8:41:59	11:23:34							1	2
RODRIGUEZ, CHRISTOPHER	*	5:37:51	7:31:36	3:54:08	6:27:54	4:05:17								0
SCHANMEIR, CHRISTIAN	t	2:03:24	11:09:37	22:03:09	13:23:38	15:21:03							6	30
SCHULTZ, RAYMOND	*	0:00:00	0:49:06	1:01:23	2:24:51									0
SILLIMAN, ERIC	16:45:18	18:58:22	19:39:33	13:27:53	12:35:27								2	11
SISSION, KYLE J	*	0:58:16	0:15:03	0:00:00	0:00:00									0
SPRINKLE, MICHAEL	1:19:49	4:18:27	6:30:48	5:23:43	6:58:37									3
TAYLOR, CRAIG	14:41:29	12:18:05	11:35:47	10:15:58	17:10:22								4	12
TORRES, PATRICK	14:43:57	13:30:08	13:27:58	16:10:17	28:54:02								2	2
TUGGLE, JAMES	8:01:57	13:07:32	13:22:19	15:25:17	18:29:52								5	1
VALDEZ, JUAN	17:55:02	21:37:31	25:08:41	12:08:45	19:10:40								5	12
VASQUEZ, MONICA	23:38:14	15:16:42	15:32:19	16:21:37	9:48:28								2	15
WHITE, TERRY		23:35:00	19:20:08	19:55:44	14:16:38	17:33:08							2	22
88														279

\* = Admin Asmt.

t = temporary

Dispatch Committed Time													Totals
911 Phone Calls	302	314	231	279	310								1436
3700 Phone Calls	2189	3536	2566	2301	2359								12951
DP General Phone Calls*	54:30:49	90:01:08	62:57:40	55:10:01	55:48:51								

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

**ORDINANCE NO. 21-533**

**AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, AMENDING ITS CODE OF ORDINANCES TO ADD A NEW DIVISION 3, AUTOMATED LICENSE PLATE RECOGNITION CAMERAS, TO ARTICLE V, RIGHT-OF-WAY MANAGEMENT, OF CHAPTER 13, STREETS AND SIDEWALKS, TO PROVIDE CERTAIN DEFINITIONS, AND ALLOWING AUTOMATED LICENSE PLATE RECOGNITION CAMERAS IN THE CITY’S RIGHTS-OF-WAY WHEN SUCH CAMERA IS APPROVED BY THE MEMORIAL VILLAGES POLICE DEPARTMENT AND THE CITY; REQUIRING APPLICATION FOR A PERMIT UPON CERTAIN CONDITIONS; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EVERY VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; PROVIDING AN EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.**

\* \* \* \* \*

**WHEREAS**, the Memorial Villages Police Department (“MVPD”) has initiated an Automated License Plate Recognition (“ALPR”) Camera Program in the City and MVPD Jurisdiction; and

**WHEREAS**, MVPD contracts with a private entity to own, install and maintain these ALPR Cameras; and

**WHEREAS**, it is the intent of MVPD to strategically place ALPR Cameras to create a virtual safety gate for investigative purposes; and

**WHEREAS**, the City Council desires to facilitate cooperation between MVPD and the City’s residents to provide additional ALPR cameras at the resident’s expense in the City; and

**WHEREAS**, MVPD is in a position to coordinate with City staff in determining the placement of additional ALPR cameras within the City’s rights-of-way to enhance the virtual safety gate and investigative purposes; and

**WHEREAS**, the City Council finds that it is in the best interest of the health, safety and welfare of the citizens to allow additional ALPR cameras, privately funded by residents, as set forth in this ordinance; now, therefor,

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

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

**Section 2.** The Code of Ordinances of the City of Bunker Hill Village, Texas is hereby amended by adding a new Division 3, Private Security Cameras, to Article V, Right-of-Way Management, of Chapter 13, Streets and Sidewalks, such Division 3 to read as follows:

**“Division 3. Automated License Plate Recognition Cameras.**

**Section 13-118. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Automated License Plate Recognition (“ALPR”) Camera* shall mean a strategically placed recording device that is owned and operated by a private entity for capturing images or video and transmitting data for use by the MVPD.

*ALPR Camera Provider* shall mean a third party vendor providing ALPR cameras approved by the Memorial Villages Police Department.

*Emergency* shall mean a situation where a significant risk of harm to persons or property will occur unless immediate remedial action is taken.

*Police Department* shall mean the Memorial Villages Police Department.

**Section 13-119. Permit Required.**

A person who desires to place and fund an ALPR camera within the public right-of-way of a street within the City must obtain a permit from the City and pay the applicable fees, if any, as adopted from time to time by the City Council.

**Section 13-120. Application for Permit.**

Each application for a permit for an ALPR camera pursuant to this Division shall include the following information:

- (a) The name and type of entity, if applicable, of the applicant;
- (b) The address, telephone number, and e-mail address of the applicant;
- (c) If the applicant is a legal entity, the name, address, telephone number, and e-mail address of the person who is authorized to act for the entity with regard to the ALPR camera;

- (d) The name, address, telephone number, and e-mail address of one emergency contact;
- (e) The desired location of additional ALPR camera(s) in the City; and
- (f) A commitment to execute an agreement with an ALPR camera provider, agree to pay all costs to install and operate the additional ALPR camera(s) and to name the Police Department as the administrator under the agreement.

**Section 13-121. Application Review Process.**

The permit application shall be made to the City. The City will coordinate with Police Department for review and approval of the placement of the ALPR camera(s) to enhance the Police Department's ALPR camera program. Upon approval by Police Department and the City, the applicant shall then enter into an agreement with an ALPR camera provider and shall pay all costs for the installation, maintenance, and ongoing operations of the ALPR camera(s). Once the City has received the executed agreement with an ALPR camera provider, the City will permit the ALPR camera provider to install the ALPR cameras(s) at the specified location in the City.

**Section 13-122. Conditions of Permit.**

- (a) The City may require the removal or relocation of an ALPR camera because of a potential conflict with a public utility or other lawful use of the right-of-way or as necessary for the safety of vehicles or pedestrians.
- (b) The City shall have the right to remove an ALPR camera, without notice to the owner of the private security camera, in the event of an emergency and the City will not be liable for damages or the cost of replacement.
- (c) The applicant must either own the fee in the property underlying the public right-of-way, or have the written permission of the owner of the underlying fee to place and maintain an ALPR camera at the desired location.
- (d) The location of the ALPR camera and related materials must be approved by the City and the Police Department.
- (e) Any permit issued pursuant to this Division shall be contingent upon the existence of a fully executed agreement between an ALPR camera provider and the applicant. The Police Department shall be named the Administrator in the contract with the ALPR camera provider and all data shall be provided to the Police Department's account with the ALPR camera provider for the Police Department's Use. All data (including, but not limited to, images and videos) accumulated by the ALPR camera shall be the property of the

Police Department and shall be used only for a legitimate criminal investigative purpose.

- (f) Any permit issued hereunder shall automatically terminate if the permit holder ceases to have a valid contract with an ALPR camera provider. Upon termination of an agreement between an applicant and an ALPR camera provider, the City will determine whether it will fund the ALPR camera at that location. If the City, at its sole discretion, determines that it will not fund the ALPR camera at that location, the applicant shall immediately remove the ALPR camera and all related equipment from the City's right-of-way.
- (g) A permit may be revoked at any time if the City determines, at the City's sole discretion, that the ALPR camera no longer meets the requirements for a permit.
- (h) All costs associated with the installation of the ALPR camera(s), including electrical or other related work and associated permits, shall be paid by the applicant.

**Section 13-123. Obsolete Automated License Plate Recognition Cameras.**

A permit holder shall promptly remove an ALPR camera that is no longer operable or that is no longer being used."

**Section 3.**     **Effective Date.** This Ordinance shall be effective immediately.

**Section 4.**     **Repeal.** This Ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or City Code except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

**Section 5.**     **Penalty.** Any person who intentionally, knowingly, recklessly or with criminal negligence violates any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction be ordered to pay a fine up to \$2,000.00 per violation, with each day constituting a new violation.

**Section 6.**     **Severability.** 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 is the intention

of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bunker Hill Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED and ADOPTED this, the 15<sup>th</sup> Day of June, 2021.

\_\_\_\_\_  
Robert P. Lord, Mayor

ATTEST:

\_\_\_\_\_  
Karen Glynn, Acting City Secretary

**RESOLUTION NO. 06-15-2021 E**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING A SCHEDULE OF FEES, RATES, DEPOSITS, AND OTHER CHARGES FOR PUBLIC SERVICES, INCLUDING THOSE RELATING TO DEVELOPMENT, BUILDING AND CONSTRUCTION, ELECTRICAL, PLUMBING, LICENSING AND REGISTRATIONS, REGULATORY INSPECTIONS, PERMITTING, APPLICATIONS, HEARINGS, AND OTHER MATTERS, INCLUDING ALPR PERMIT FEES**

\* \* \* \* \*

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

**Section 1.** That certain "**Schedule of Fees and Charges**," a true and correct copy of which is attached hereto as Exhibit "A" and for all things is made a part of this Resolution, is hereby in all things adopted. The fees set forth in said Exhibit "A" shall be applicable beginning June 16, 2021.

**Section 2.** All resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

**PASSED, APPROVED, AND RESOLVED** this 15<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
Robert P. Lord, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Glynn, Acting City Secretary



**EXHIBIT “A”**  
**CITY OF BUNKER HILL VILLAGE**  
**FEE SCHEDULE**

**Resolution 06-15-2021 E**  
**To Be Effective Date: June 15, 2021**

**BUILDING/SWIMMING POOL PERMITS:**  
***(Includes re-model and maintenance)***

FEE per Square Foot

New Construction - Air Conditioned Space	\$1.35 MIN \$500.00
Remodel Interior - Air Conditioned Space	\$1.35 MIN \$500.00 (S.F. of rooms remodeled)
Construction/Remodel Under Roof - Not Air Conditioned	\$ 0.70 MIN \$500.00
Swimming Pool	\$1.30 MIN \$500.00 (S.F. of pool water surface area)
Swimming Pool Remodel (Plaster and Tile Only)	<b>\$ 0.00</b>

**OTHER INSPECTIONS AND FEES:**

***PERMIT FEE WILL BE DOUBLE OR A MINIMUM OF \$300.00***

***WHEN WORK IS STARTED PRIOR TO OBTAINING A PERMIT***

- |  |                    |
|--|--------------------|
| 1. Plan re-submittal fee for incomplete submissions  | \$ 100.00          |
| 2. Reinspection fees assessed under provisions of Section 108.8  | \$ 65.00 per hour* |
| 3. Inspections for which no fee is specifically indicated (Minimum charge – ½ hour)                                | \$ 65.00 per hour* |
| 4. Drainage Review   | \$ 1,000.00        |
| 5. Drainage Resubmittal Fee  | \$ 500.00          |
| 6. For use of outside consultants for plan-review and inspections, construction of public infrastructure, or both. | Actual costs**     |

\* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

\*\* Actual costs include administrative and overhead costs.

Demolition (Sewer Disconnect must be done first)	\$ 195.00
Sidewalks/Driveways	\$ 130.00
Patio	\$ 130.00
Culverts	\$ 195.00
Re-roof	\$ 65.00
Fence	\$ 65.00
House Moving	\$ 65.00 + Bond (\$1,000 per mile)
Foundation Repair	\$ 130.00
Fire Sprinkler	\$ 130.00
Re-inspection	\$ 65.00
Emergency Inspection	\$ 300.00
Re-issuance of revoked permit relating to construction activities	\$ 250.00

Sign Construction	\$ 65.00
Water Deposit Required on New Construction	\$ 500.00
Board of Adjustment Application	\$ 250.00 Each
Specific Use Application	\$ 1,000.00
Planning & Zoning Application	\$ 1,000.00 (one lot) plus \$100/lot

**ELECTRICAL PERMITS:**

New/Remodel/Add-On	\$ 260.00
Remodel Existing	\$ 195.00
Swimming Pools	\$ 195.00
T-Pole	\$ 65.00
Meter Loop, Rebuild, Relocate	\$ 65.00
Outside Lighting	\$ 65.00
Electric Fence Gate	\$ 65.00
Reinspection	\$ 65.00
Miscellaneous	\$ 65.00
ALPR Electrical Permit (if required)	\$ 65.00

**MECHANICAL – A/C & HEATING PERMITS:**

New/Remodel/Add-On	\$ 260.00
Remodel Existing	\$ 195.00
Replacing A/C or Heat	\$ 65.00 (same size & location)
Re-inspection	\$ 65.00

**PLUMBING PERMITS:**

New/Remodel/Add-On	\$ 325.00
Remodel Existing	\$ 195.00
Swimming Pools/Gas Line	\$ 260.00
New Water Meter Inspection	\$ 65.00
Sewer Tap Inspection	\$ 65.00
Sewer Disconnect	\$ 65.00
Sewer Re-Route	\$ 65.00
Gas Turn on	\$ 65.00
Annual Gas Test	\$ 65.00
Irrigation/Sprinklers	\$ 65.00

1)	Backflow prevention device must be certified.
2)	Only requires a final inspection.
3)	Leave open where it ties into water system for inspection.

Water Meters (to be installed by a registered plumber at builder’s cost)	
1 inch meter	\$1,680.00
1½ inch meter	\$2,600.00
2 inch meter	\$2,710.00

*Charges for larger water meters will be based on actual cost of installation*

Sewer Service Availability	\$ 450.00
<i>(Additional charges may be added after review by Public Works Department)</i>	

Water Heater	\$ 65.00 (1 Inspection)
Area Drains (requires plan review)	\$ 65.00 (1 Inspection)
Re-inspection	\$ 65.00
Miscellaneous	\$ 65.00

**TELECOMMUNICATIONS SERVICE AND WIRELESS NETWORK PROVIDERS  
PERMIT FEES AND PUBLIC RIGHTS-OF-WAY RENTAL RATES:**

*Rights-of-way fee.* The permit holder shall pay to the City a rights-of-way fee that is calculated in accordance with Chapter 283 of the Texas Local Government Code, or the table below, as applicable. The rights-of-way fee for access lines shall be as proscribed by Chapter 283 of the Texas Local Government Code and calculated by the Texas Public Utilities Commission. Rights-of-way fees for all facilities other than access lines shall be prorated for the first year in which a construction permit fee is paid, and shall be paid at the time of the permit application.

Equipment Type	Construction Permit Fee	Rights-of-way Fee
Transport Facilities	\$500 for first 5 nodes, \$250 for each additional node	\$28 per month per node <sup>1 4</sup>
Network Nodes	\$500 for first 5 nodes, \$250 for each additional node	\$250 per year per node <sup>2 3</sup>
Node Support Poles	\$1000 per pole	\$250 per year per pole <sup>2</sup>

<sup>1</sup> Unless equal or greater amount is paid under Chapter 283 of the Local Government Code or Chapter 66 of the Utility Code.

<sup>2</sup> As adjusted by an amount equal to one-half the annual change, if any, in the consumer price index .The City shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the City on or after the 60th day following the written notice.

<sup>3</sup> Collocated network nodes on City service poles shall also pay an annual collocation fee at a rate not greater than \$20 per year per service pole.

<sup>4</sup> A network provider may not install its own transport facilities unless the provider: (i) has a permit to use the public right-of-way; and (ii) pays to the City a monthly public right-of-way rate for transport facilities in an amount equal to \$28 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of fees to the City exceeds its monthly aggregate per-node compensation to the City. A network provider that wants to connect a network node to the network using the public right-of-way may: (i) install its own transport facilities as provided in this section; or (ii) obtain transport service from a person that is paying municipal fees to occupy the public right-of-way that are the equivalent of not less than \$28 per node per month. A public right-of-way rate required by this section is in addition to any other public right-of-way rate required by the City.

(c) *Annexation and disannexation.* For the purpose of compensating the City under this Chapter, a user shall start including or excluding facilities within an annexed or disannexed area within thirty (30) days of written notice by the City to the user of the annexation or disannexation.

(d) *Timing of line fee payment.* Permit holder shall remit the rights-of-way fees on an annual basis, unless otherwise proscribed by Chapter 283 of the Texas Local Government Code. Unless otherwise mandated by state law, the payment of rights-of-way fees shall be due on January 31<sup>st</sup> of each year following the year in which a construction permit fee and prorated rights-of-way fee was paid, and each subsequent year until (i) the facilities are removed from the right-of-way and written notice provided to the City, or (ii) the facilities are no longer owned by the permit holder and written notice of the new owner’s name, address, and phone number are provided to the City.

MISCELLANEOUS PERMITS & FEES:

Drilling and Operation of Water Wells Application	\$ 5,000.00
Application for Excavation Permit	\$ 65.00 + \$5,000 Bond
Excavation Inspection Fee	\$ 65.00
Utility Reconnect Fee	\$ 50.00
Utility Deposit for non-property owners	\$ 500.00
Return Check/Bank Draft	\$ 35.00
Recycle Cart Change Out Fee	\$ 25.00
Event Permit	\$ 50.00 + Liability Insurance
Residential Tree Removal Permit	\$ 0.00
ALPR Permit	\$ 0.00

ANIMAL CONTROL

Impounding Fee- Dog or Cat	\$ 50.00
Fee per day for impoundment-Dog or Cat	\$ 10.00

ALARMS

False Alarms – Police Department	
Each response after 5 during any 12 mo period	\$ 50.00
False Alarms – Fire Department	
Each response after 5 during any 12 mo period	\$ 200.00

SOLICITORS

Solicitor’s Registration (After approved by MVPD)	\$ 25.00 Each
Up to five (5) ID cards	
Additional or Replacement ID Cards	\$ 5.00 Each

DEDICATION OF TREES AND BENCHES

Tree (30 gallon)	\$ 700.00
Tree (45 gallon)	\$ 900.00
Bench	\$ 1,200.00

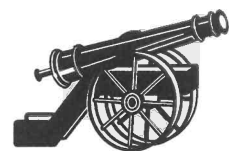
VACANT PROPERTY REGISTRATION

Year 1 Initial Registration	\$ 500.00
Year 1A COVID	\$ 500.00
Year 2 Re-Registration	\$ 1,000.00
Year 3 and Beyond Re-Registration	\$ 1,500.00

OFFSITE TREE REPLACEMENT PROGRAM

Fee per Tree	\$ 1,000.00
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Copies – Guidelines established by the General Services Commission rules  
(Texas Administrative Code, Sections 111.61-111.70)



## CITY OF BUNKER HILL VILLAGE

### CITY COUNCIL

#### Agenda Request

**Agenda Date:** June 15, 2021

**Agenda Item No:** X

**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
- B. Update on the 2022 Village Fire Department Budget

The City's Liaison will provide the reports.

The Year-to-Date Summary was provided by the Fire Chief.

Village Fire Department Monthly Report - Through May 2021

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<div><div></div><div>Bunker Hill Village Hadwig Village Hilshire Village Hunters Creek Village Piney Point Village Spring Valley Village Houston Totals</div></div>	Total Number of YTD Incidents 2021				Life Threatening (LT) EMS Incidents			Life Threatening (LT) Fire Incidents			% of 2021 Calls are:			
	Fire	EMS	Total	# LT EMS	Natl Stand. 6:30 1st Resp. Time	of 90%	Natl. Stand 10:30 ALS Resp Time	of 90%	# LT Fire	Natl Stand. 6:50 Response Time	of 90%	Fire	EMS	% of Fire Calls
	130	37	167	20	4:00	100%	6:26	100%	3	3:14	100%	78%	22%	46%
	85	71	156	55	3:09	100%	3:12	100%	15	3:43	100%	54%	46%	35%
	19	15	34	8	3:10	100%	4:38	100%	3	4:33	100%	56%	44%	0%
	171	67	238	38	3:33	100%	5:40	100%	17	4:25	100%	72%	28%	53%
	132	50	182	22	3:51	100%	5:10	100%	12	4:59	100%	73%	27%	43%
	125	43	168	34	3:06	100%	4:09	100%	16	3:34	100%	74%	26%	26%
	46	0	46											
	708	283	991	177	3:28	100%	4:52	100%	66	4:04	100%	71%	29%	34%

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

Column 1: Reflects the cities listed within the chart.

Column 2: Reflects the year to date number of "fire" type calls within each jurisdiction. Includes: fires, vehicle collisions, gas leaks, rescues, tree in roadways, and others.

Column 3: Reflects the year to date number of "EMS" calls within each jurisdiction.

Column 4: Reflects the year to date, total number of all calls within each jurisdiction.

Column 5: Reflects the year to date, number of "life threatening EMS" calls within each jurisdiction. Includes: heart attacks, strokes, seizures, cardiac arrest, seizures and others.

Column 6, Row A: Reflects the "National Standard for total response time for life threatening EMS Calls of 6 minutes 30 seconds.

Column 6: Reflects the year to date, first responder's response times for each jurisdiction.

Column 7, Row A: Reflects the National Standard of the percentage 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: Reflects the year to date, Advanced Life Support equipment and personnel response time for life threatening calls within each jurisdiction.

Column 9 Row A: Reflects the National Standard of the percentage of calls which the ALS standard should be met: 90%

Column 9: Reflects the year to date, percentage 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 12: Reflects the year to date, percentage of life threatening fire type calls which meet or exceed the National Standard.

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

Column 14: Reflects the year to date, percentage of call which are "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. 21-554

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, February 22, 2021, March 23, 2021, April 20, 2021 and May 18, 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 seventy- five (75) 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 75 days from the date of this ordinance or unless terminated or modified by earlier ordinance of the City.

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

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

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

**Section 6.**     In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bunker Hill Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

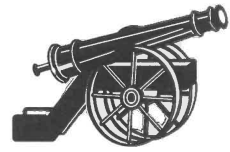
**Section 7.**     This ordinance shall take effect immediately upon its approval.

**PASSED, APPROVED AND ORDAINED** on this 15th day of June 2021.

\_\_\_\_\_  
Robert P. Lord, Mayor

ATTEST:

\_\_\_\_\_  
Karen H. Glynn, Acting City Secretary



## CITY OF BUNKER HILL VILLAGE

### CITY COUNCIL

#### Agenda Request

Agenda Date:	June 15, 2021
Agenda Item Number:	XII
Subject/Proceeding:	Mayor's Report Appointments & Assignments
Exhibits:	Resignation Letter and Email Resolutions for Police and Fire Commissions
Approval(s):	Karen Glynn

#### Executive Summary

The June timeframe, following the annual election in May, provides the opportunity to organize as a City Council and is also the timeframe for appointments to the City's Boards and Commissions.

The following tables summarize these assignments and recommended appointments. Appointments for the Planning & Zoning Commission, the Zoning Board of Adjustment, and Municipal Court are typically a 2-year term commencing in July of odd-numbered years.

Current members were asked if they would like to continue to serve in this capacity. As noted, many of the following members have indicated their interest in continuing to serve; however, some have shared their interest in stepping down over the next six months. Staff will continue to work with the Mayor to recommend residents to fill vacancies over the next few months and possibly, move current volunteers to other positions.

#### ***Zoning Board of Adjustment***

All regular members of the Board have expressed a desire to continue.  
A new Alternate Member is recommended.

#### ***Planning & Zoning Commission***

All current members of the Board have expressed a desire to continue. There is a current vacancy with the passing of Bill Purifoy. Jean Krivan has asked to step down but is willing to serve the next six months as we work to fill both vacancies.

#### ***Municipal Court***

All Judges and Prosecutors have indicated they would like to continue serving at our City. Judge Moerer has submitted his letter of resignation effective January 1, 2022. The Mayor will work to appoint a new Judge closer to this time.

#### ***Police and Fire Commission***

All Commissioners and VFD Liaison have agreed to continue.

**The following summarizes appointments recommended by the Mayor:**

Planning & Zoning Commission: (7 members to serve 2 yr terms commencing July of odd-numbered yrs). The Chair and Vice Chair will be selected at their first meeting. We will be working to schedule a meeting in July to continue efforts on the proposed vacant house ordinance.

Planning & Zoning Commission Members (2 Yr Terms)		
7 Regular Members		
CURRENT MEMBERS		PROPOSED APPOINTMENTS
William R. Purifoy		
Catherine Wile		Catherine Wile
Monica Muschalik		Monica Muschalik
Jean Krivan		Jean Krivan <i>until re-filled</i>
Bill Going		Bill Going
Jack Christiansen		Jack Christiansen
John Gillette		John Gillette
Members will select Officers when they meet		

The following provides the listing of current and proposed ZBA members to date.  
As noted, there will be 2 alternate vacancies to fill. We will be working to fill these positions.

Board of Adjustment Members (2 Yr Terms)		
5 Regular Members & 4 Alternates		
CURRENT MEMBERS		PROPOSED APPOINTMENTS
Jennifer Rigamonti – Chair		Jennifer Rigamonti
Michelle Belco – Vice Chair		Michelle Belco
David W. Light, III		David W. Light, III
David Marshall		David Marshall
Patricia Shuford		Patricia Shuford
Members will select Officers when they meet		
Ryan West		Ryan West
Louie Crapitto		Louie Crapitto
Vacant		Harvey Cody
Vacant		

Municipal Court	
CURRENT MEMBERS And PROPOSED APPOINTMENTS:	
<b>Municipal Judge:</b>	Carl Moerer <i>through December 2021</i> (Prosecutor 1991; Judge 2005)
<b>Associate Judge:</b>	Brian Chandler (2008)
<b>Associate Judge:</b>	Kelly Benavides (2018)
<b>Prosecutor:</b>	Stanley Topek (2007)
<b>Associate Prosecutor:</b>	Christopher Gore (2015)

In addition, Mayor Lord has reviewed the appointments for the Police and Fire Commissions and is recommending the following:

Memorial Villages Police Commission	
CURRENT MEMBERS	PROPOSED APPOINTMENTS
Jay Smyre	Jay Smyre
Billy Murphy	Billy Murphy
Alternate: Bert Rosenbaum	Alternate: Bert Rosenbaum

Village Fire Liaison	
CURRENT MEMBERS	PROPOSED APPOINTMENTS
Keith Brown	Keith Brown

The June timeframe, following the annual election in May, also provides the opportunity to organize as a City Council. The Mayor is recommending action on the Finance Committee and the Mayor Pro-Tem Position which serve for one year.

The Finance Committee is established to review the City’s Audit, Investment Policy, and other financial matters. This Committee is typically the Mayor, a Councilmember and the City Administrator. The Mayor has asked Susan Schwartz if she would be interested in continuing to serve on this Committee. Councilmember Schwartz is happy to continue in this role.

Councilmember Jay Smyre has also agreed to continue to serve as Mayor Pro-Tem.

The Mayor will be talking through other assignments over time.

X11

**MOERER & KING<sup>LLP</sup>**  
ATTORNEYS AND MEDIATORS

Carl H. Moerer, Jr.  
carl@moererking.com

701 S. 11th STREET, SUITE A  
RICHMOND, TEXAS 77469  
281-946-3330  
Facsimile 281-946-3336  
www.moererking.com

Libby King  
libby@moererking.com

June 4, 2021

VIA HAND DELIVERY

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

RE: Municipal Court

Dear Mayor Lord:

For the past 30 years it has been my honor and privilege to serve as the Prosecutor and later the Presiding Judge for the City. I have served with some wonderful people and have enjoyed every day of my service.

It is now time for me to step aside and turn the reins over to another judge. While I know that you and the City Council are considering reappointments, I would very much appreciate the opportunity to serve until December 31, 2021. Thank you for your thoughtful consideration.

Best personal regards,



Carl H. Moerer, Jr.

CHM:td

cc: Karen H. Glynn, P.E.  
cc: Valerie Cantu



X11

Karen Glynn

**From:** Jean Krivan <jgkrivan@swbell.net>  
**Sent:** Friday, June 4, 2021 10:49 AM  
**To:** Karen Glynn  
**Subject:** Re: Sorry I keep missing you!!

**Importance:** High

Hi Karen,

Sorry that we keep missing each other, but I wanted to let you know that I feel it is time for me to step aside from the Planning and Zoning Committee. This will give the City an opportunity to find a younger and more community involved person for the Committee. I have very much enjoyed my volunteer work with the City and would certainly consider it again in the future should you need my assistance.

I also wanted you to know that Jim and I think that you, Steve and your staff, are doing an outstanding job of managing our City. We sincerely appreciate all your hard work.

By the way, there seems to be a recent mix-up with email addresses for Jim and I. My address is [jgkrivan@swbell.net](mailto:jgkrivan@swbell.net). Recent emails have been going to Jim which is [jkrivan@swbell.net](mailto:jkrivan@swbell.net).

Thank you again, Jean Krivan

On Jun 4, 2021, at 10:21 AM, James Krivan <[jkrivan@swbell.net](mailto:jkrivan@swbell.net)> wrote:

Begin forwarded message:

**From:** Karen Glynn <[KGlynn@bunkerhilltx.gov](mailto:KGlynn@bunkerhilltx.gov)>  
**Subject:** Sorry I keep missing you!!  
**Date:** June 4, 2021 at 10:15:42 AM CDT  
**To:** "[jkrivan@swbell.net](mailto:jkrivan@swbell.net)" <[jkrivan@swbell.net](mailto:jkrivan@swbell.net)>

I tried you back!!

I am back in the office on Monday.

Thanks,  
karen

*Karen H. Glynn, P.E.*  
*City Administrator*

XW

## RESOLUTION 06-15-2021 A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, NAMING SAID CITY'S COMMISSIONERS AND ALTERNATE COMMISSIONER ON THE BOARD OF COMMISSIONERS OF THE MEMORIAL VILLAGES POLICE DEPARTMENT.

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

**Section 1.** That Jay Smyre and William (Billy) Murphy be, and are hereby appointed as the Commissioners and that Bert Rosenbaum be, and is hereby appointed as the Alternate Commissioner from the City of Bunker Hill Village to serve on the Board of Commissioners of the Memorial Villages Police Department.

**Section 2.** That the appointment made herein be, and is hereby, made effective as of the date of the adoption.

**Section 3.** That the City Secretary be, and she is hereby, authorized and directed to immediately send a certified copy of this Resolution to the Board of Commissioners of the Memorial Villages Police Department and to the Cities of Hunters Creek Village, and Piney Point Village, Texas (the other contracting cities of the Memorial Villages Police Department), at their respective addresses shown.

**PASSED, APPROVED, AND ADOPTED** this the 15th day of June, 2021.

\_\_\_\_\_  
Robert P. Lord, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen H. Glynn, Acting City Secretary

XII

## RESOLUTION 06-15-2021 B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, NAMING A CITY COUNCIL LIAISON TO THE BOARD OF COMMISSIONERS OF THE VILLAGE FIRE DEPARTMENT.

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

**Section 1.** That Keith Brown be, and is hereby appointed as the City Council Liaison for the City of Bunker Hill Village.

**Section 2.** That the appointment made herein be, and is hereby, made effective as of the date of the adoption.

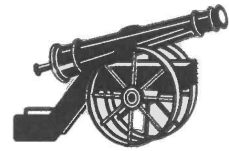
**Section 3.** That the City Secretary is hereby authorized and directed to share a copy of this Resolution with the Board of Commissioners of the Village Fire Department and to the cities of Hedwig Village, Hilshire Village, Hunters Creek Village, Piney Point Village, and Spring Valley Village, Texas (the other contracting cities of the Village Fire Department), at their respective addresses.

**PASSED, APPROVED, AND ADOPTED** this the 15th day of June, 2021.

\_\_\_\_\_  
Robert P. Lord, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen H. Glynn, Acting City Secretary



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

**Agenda Date:** June 15, 2021

**Agenda Item No:** XIII

**Subject/Proceeding:** CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE MAYOR TO PROCEED WITH DISCUSSION AND/OR EXECUTE DOCUMENTS BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS AND SPRING BRANCH INDEPENDENT SCHOOL DISTRICT FOR THE CONSTRUCTION OF ADDITIONAL DETENTION FOR THE CITY OF BUNKER HILL VILLAGE ON PROPERTY CURRENTLY OWNED BY SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, PROVIDING FOR ACCESS, AND OTHER MATTERS

**Exhibits:** Proposed Detention Site Plan

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

**Executive Summary**

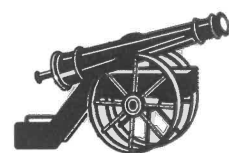
Over the past year, staff has shared information with the Mayor and City Council regarding the opportunity for the City to construct additional detention at Bunker Hill Elementary School as part of the school reconstruction project. In addition, the City's modeling exercise found significant results with the added detention. As a result, the Drainage Committee recommended the Bunker Hill Elementary Detention to be the highest priority project at this time noting this opportune timing. The City also issued bonds to fund the project.

Staff has been working with SBISD, the Engineers and Durotech (Contractor for the new school) to price the detention project. Durotech outlined some concerns regarding the timing of the project and constructability details. As a result, additional engineering was approved by the City Council at the May Meeting.

Staff has worked with the Engineering Team of RPS and S&G to detail and further address the constructability and schedule concerns. Staff is working to get pricing from Durotech over the next few weeks.

Based on these results, the Mayor and Staff may have the opportunity to present the project to the School Officials with the Spring Branch Independent School District (SBISD) this summer.

This action allows the Mayor to discuss the project with the School Officials if needed and proceed with working with the City Attorney to draft an interlocal agreement, working through the final contract documents.



## CITY OF BUNKER HILL VILLAGE

### CITY COUNCIL

#### Agenda Request

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**Agenda Date:** June 15, 2021

**Agenda Item No:** XIV

**Subject/Proceeding:** CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF RESOLUTION NO. 06-15-2021 C, A RESOLUTION APPROVING PARTICIPATION IN A BLANKET EASEMENT TO PROVIDE ELECTRICAL SERVICE TO WATER WELL NO. 5 AND THE BUNKER HILL ELEMENTARY SCHOOL SITE

**Exhibits:** Resolution No. 06-15-2021  
Dedication Easement  
Survey and Metes and Bounds

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

#### Executive Summary

The City has been working with Spring Branch Independent School District on the reconstruction of Bunker Hill Elementary School and construction of the City's Water Well No. 5. Through the planning and construction design, it was realized that an Electrical Easement is needed on the site.

CenterPoint Energy requires a "Blanket Easement" for the entire site, to serve both the school and Water Well 5 sites, in order to bring high voltage 3 phase electrical service into the area.

The School Board has executed the attached easement documents, survey, and metes and bounds for the electrical easement. All property owners are required to participate in the execution of the easement. Spring Branch Independent School District and CenterPoint Energy are requesting that the City of Bunker Hill approve and execute the easement since the City owns the Water Well Site.

Staff is recommending the City grant this easement.

**RESOLUTION NO. 06-15-2021 C**

**A RESOLUTION OF THE CITY COUNCIL OF BUNKER HILL VILLAGE, TEXAS, APPROVING A BLANKET EASEMENT ALONG WITH SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, UPON PROPERTY LOCATED AT BUNKER HILL ELEMENTARY SCHOOL, TO CENTERPOINT ENERGY TO PROVIDE ELECTRICAL SERVICE TO THE SITE**

\* \* \* \* \*

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

**Section 1.** That the City Council of the City of Bunker Hill Village, Texas hereby approves, along with Spring Branch Independent School District, the blanket easement to provide electrical power to the Bunker Hill Elementary School and Water Well No. 5 Site as attached hereto as Exhibit “A.”

**PASSED, APPROVED, AND RESOLVED** this 15<sup>th</sup> day of June, 2021

\_\_\_\_\_  
Robert P. Lord, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen H. Glynn, Acting City Secretary

Exhibit A – Easement Documents



**SHORT FORM BLANKET EASEMENT  
3-PHASE OVERHEAD AND UNDERGROUND**

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

STATE OF TEXAS        }  
                                  KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF HARRIS    }

THAT, Spring Branch Independent School District, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, a perpetual **blanket** easement, hereinafter referred to as the "Easement", for electric distribution and related communication facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, hereinafter referred to as "Facilities", lying on, over, under, and across the following described lands owned by Grantor, ("Grantor's Property"), to wit:

That certain 5.00-acre tract of land situated in the Isaac Bunker Survey, Abstract 121, Harris County, Texas, being the same property described in a deed from Julia E. Frost et al., to Spring Branch Independent School District, dated March 1, 1956 and filed for record under Volume 3247 Page 238 in the Deed Records of said County and State, **AND**; the residue of that certain 7.60-acre tract of land out of the Isaac Bunker Survey, Abstract 121, Harris County, Texas, being the same property described in a deed from Jennie H. Settegast to Spring Branch Independent School District, dated October 20,

1955 and filed for record under Volume 3048, Page 125 in the Deed Records of said County and State, (the "Easement Area").

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent landowners from said Facilities.

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG" when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, its successors and assigns, Grantor, its successors and assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code.

Grantor herein reserves the right to grant easements in favor of third parties across the herein described Easement Area in a near perpendicular fashion to Grantee's Facilities, the approximate locations of which are shown on Exhibit "A", attached hereto and made a part hereof, provided (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline of any of Grantee's below ground and above ground Facilities, (iii) no other utilities or structures shall be permitted longitudinally within a distance of fifteen (15) feet of the centerline of any of Grantee's overhead Facilities, beginning at a plane sixteen (16) feet

above the ground and extending upward, hereinafter collectively referred to as "Grantee's Exclusive Easement Area", and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee's Facilities.

Grantor herein covenants and agrees that, in the event that any third party facilities or obstructions are located within Grantee's Exclusive Easement Area, Grantor will take immediate action to remove and/or relocate said facilities and/or obstructions to a location outside of Grantee's Exclusive Easement Area at Grantor's sole cost and expense.

If Grantor, its successors or assigns should, at any future date, request that the Easement Area herein granted be further defined, Grantee agrees, at Grantor's expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be unobstructed and may be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot wide easement (for above and below ground facilities);
- 2.) A ten (10) foot wide easement together with ten (10) foot aerial easements adjoining both sides of said ten (10) foot wide easement (for above ground and overhead facilities that are not along a perimeter);
- 3.) A ten (10) foot wide easement together with an adjoining eleven (11) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 4.) A fourteen (14) foot wide easement together with an adjoining seven (7) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 5.) An easement sixteen (16) feet wide and twenty-four (24) feet long (for Grantee's pad-mounted transformer station purposes).

Grantee further agrees to release this Easement upon execution and delivery of the new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee's Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor

furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

EXECUTED this 24 day of MAY, 2021.

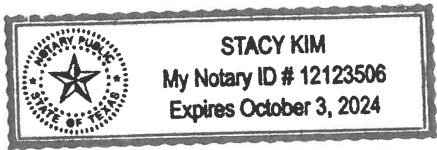
SPRING BRANCH INDEPENDENT SCHOOL DISTRICT

BY: [Signature]  
Signature  
CHRIS GONZALEZ  
Name typed or printed  
Board President  
Title

STATE OF TEXAS }  
COUNTY OF Harris }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared CHRIS GONZALEZ  
President of the Board of Trustees of Spring Branch Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (S)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said district.

Given under my hand and seal of office this 24 day of MAY, 2021.



[Signature]  
Notary's Signature  
STACY Kim  
Name typed or printed  
10-03-2024  
Commission Expires

ATTACHMENT  
AFFIDAVIT

STATE OF TEXAS }

COUNTY OF }

BEFORE me the undersigned authority on this day personally appeared

CHRIS GONZALEZ the Board of Trustees President

of Spring Branch Independent School District, a public free school corporation, hereinafter

referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current

owner of the tract of land described in an easement instrument executed by the same on

even date herewith, said tract of land is further described as follows:

That certain 5.00-acre tract of land situated in the Isaac Bunker Survey, Abstract 121, Harris County, Texas, being the same property described in a deed from Julia E. Frost et al., to Spring Branch Independent School District, dated March 1, 1956 and filed for record under Volume 3247, Page 238 in the Deed Records of said County and State, **AND**; the residue of that certain 7.60-acre tract of land out of the said Isaac Bunker Survey, Abstract 121, Harris County, Texas, being the same property described in a deed from Jennie H. Settegast to Spring Branch Independent School District, dated October 20, 1955 and filed for record under Volume 3048, Page 125 in the Deed Records of said County and State, (the "Easement Area").

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

EXECUTED this 24 day of May, 2021.

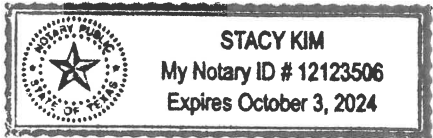
Spring Branch Independent School District

BY: [Signature]  
Signature

Board President  
Title

Chris Gonzalez  
Name typed or printed

SUBSCRIBED and SWORN before me this 24 day of May, 2021.



[Signature]  
Notary's Signature

Stacy Kim  
Name typed or printed

10-3-2024  
Commission Expires

AFTER RECORDING RETURN TO:  
SURVEYING & RIGHT OF WAY  
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
P. O. BOX 1700  
HOUSTON, TX 77251-1700



**SHORT FORM BLANKET EASEMENT  
3-PHASE OVERHEAD AND UNDERGROUND**

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STATE OF TEXAS        }  
                                  KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF HARRIS    }

THAT, The City of Bunker Hill Village, Harris County, Texas, a Texas general law municipality, its successors and assigns, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, a perpetual **blanket** easement, hereinafter referred to as the "Easement", for electric distribution and related communication facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, hereinafter referred to as "Facilities", lying on, over, under, and across the following described lands owned by Grantor, ("Grantor's Property"), to wit:

That certain 0.0620-acre tract of land situated in the I. Bunker Survey, Abstract 121, Harris County, Texas, being the same property described in a deed from Spring Branch Independent School District to The City of Bunker Hill Village, dated September 29, 2020 and filed for record under County Clerk's File No. 2020-549826 in the Official Public Records of said County and State, (the "Easement Area").

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities.

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Grantee further agrees to release this Easement upon execution and delivery of the new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee's Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor furnishes a suitable and feasible site or location for such relocation and, provided that

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TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

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written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The City of Bunker Hill Village, Harris County, Texas, a Texas general law municipality

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Title

STATE OF TEXAS }

COUNTY OF \_\_\_\_\_ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_,  
\_\_\_\_\_ of The City of Bunker Hill Village, Harris County, Texas, a Texas general law municipality, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ( )he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said municipality.

**Given under my hand and seal of office** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Commission Expires



**ATTACHMENT  
AFFIDAVIT**

STATE OF TEXAS        }

COUNTY OF HARRIS    }



BEFORE me the undersigned authority on this day personally appeared \_\_\_\_\_ the \_\_\_\_\_ of The City of Bunker Hill Village, Harris County, Texas, a Texas general law municipality, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

That certain 0.0620-acre tract of land situated in the Isaac Bunker Survey, Abstract 121, Harris County, Texas, being the same property described in a deed from Spring Branch Independent School District to The City of Bunker Hill Village, dated September 29, 2020 and filed for record under County Clerk’s File No. 2020-549826 in the Official Public Records of said County and State, (the “Easement Area”).

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The City of Bunker Hill Village, Harris County, Texas, a Texas general law municipality

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name typed or printed



SUBSCRIBED and SWORN before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Commission Expires

AFTER RECORDING RETURN TO:  
SURVEYING & RIGHT OF WAY  
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
P. O. BOX 1700  
HOUSTON, TX 77251-1700



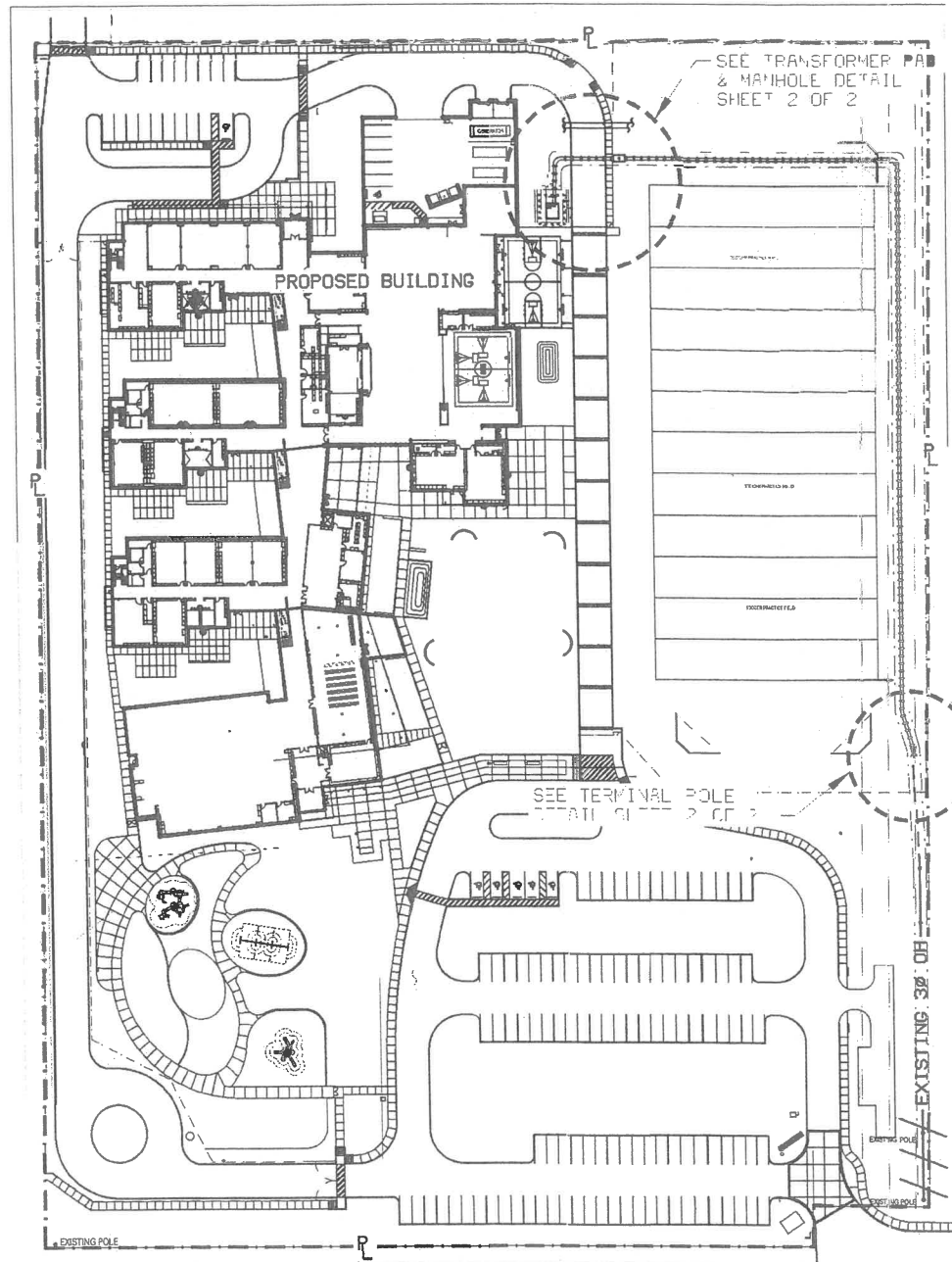


## GENERAL LOCATION SKETCH

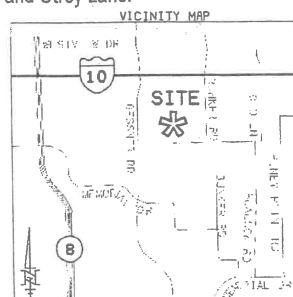
LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4958	D4	490E	Exhibit A	N.T.S.		94402204

SPRING BRANCH ISD (CUSTOMER) AND/OR ITS CONTRACTOR  
IS TO REQUEST A PRECONSTRUCTION MEETING  
PRIOR TO STARTING CONSTRUCTION BY VISITING  
[HTTP://WWW.CENTERPOINTENERGY.COM/EN-US/  
PAGES/MUGFORM.ASPX](http://www.centerpointenergy.com/en-us/pages/mugform.aspx)

CENTERPOINT ENERGY (CNP) TO UTILIZE  
THE CUSTOMER'S PARKING AND DRIVEWAY  
FACILITIES FOR EQUIPMENT ACCESS



\*Facilities will be located +/-  
458.52ft North of Taylorcrest Court  
and Strey Lane.

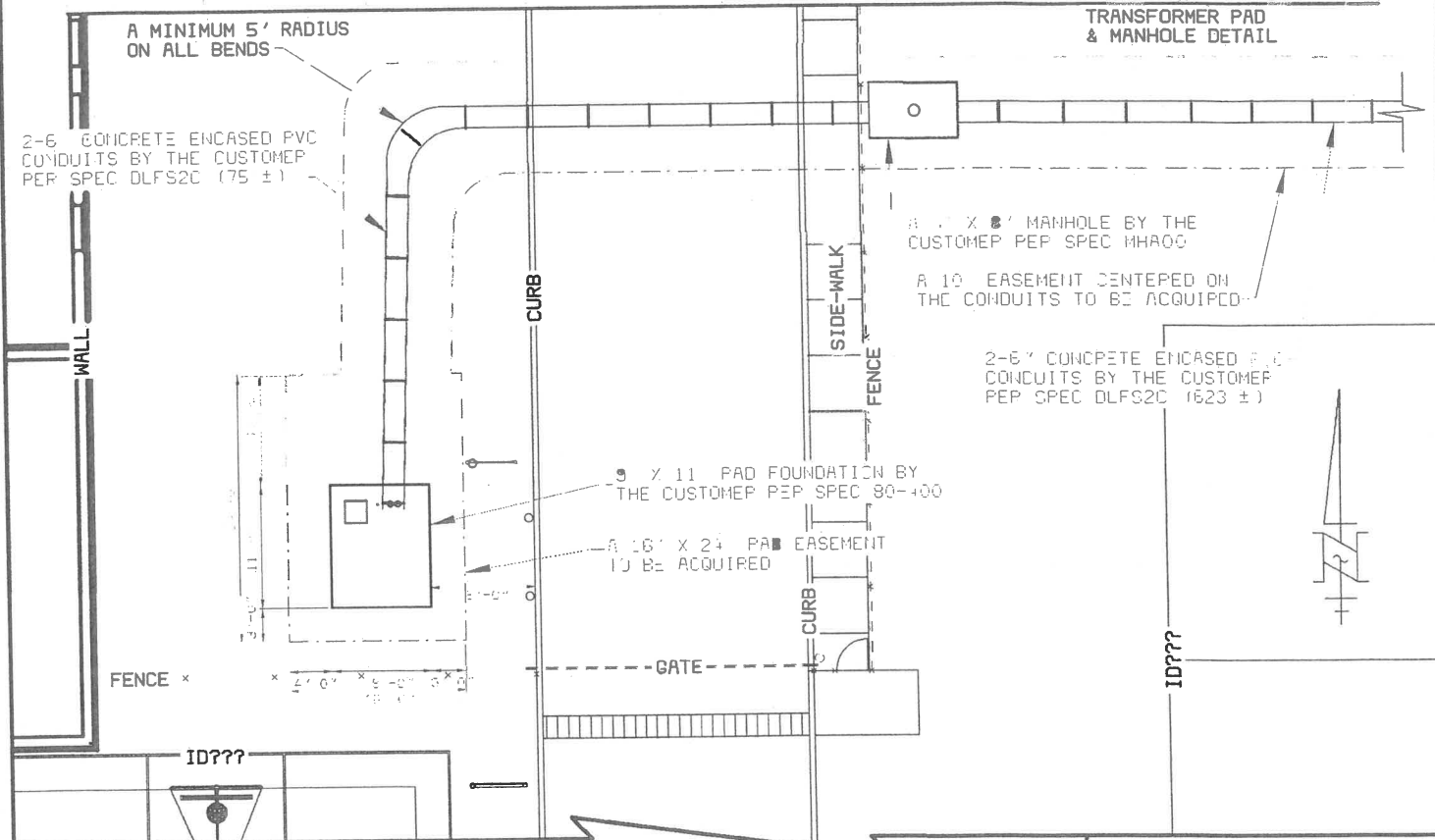




SHEET 2 OF 2

# DETAIL SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4958	D4	490E	Exhibit A	N.T.S.		94402204

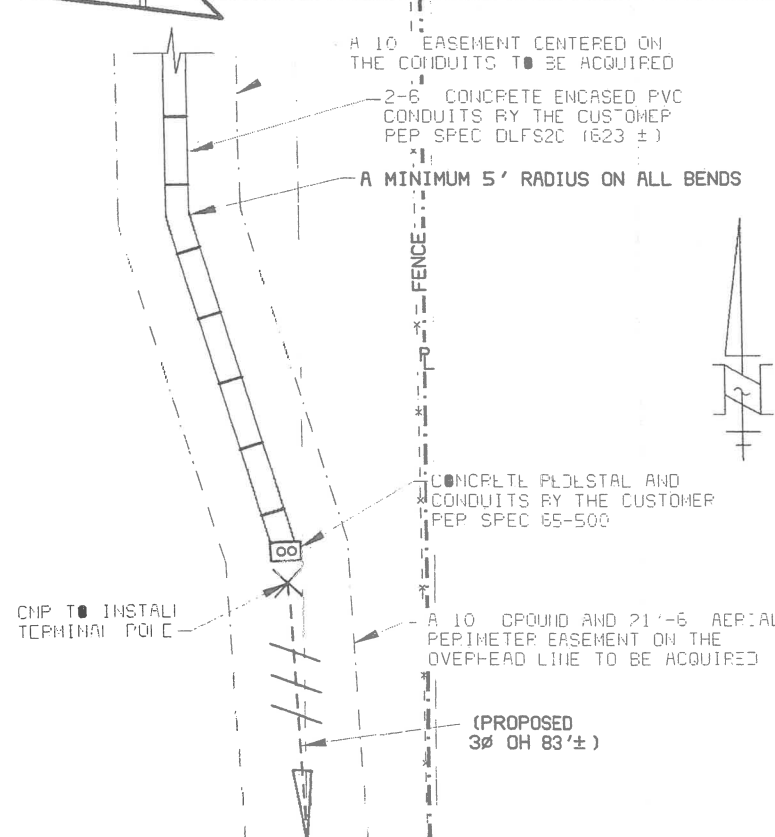


METER TO BE MOUNTED ON THE SIDE OF THE TRANSFORMER BY CNP.

ALL EQUIPMENT PADS & DUCTBANK EXCLUSIVE EASEMENTS TO BE ACQUIRED BY CNP.

CONDUIT RISERS AT POLE CANNOT BE INSPECTED UNTIL POLE IS INSTALLED

NO OTHER UTILITIES CAN RISER ON TERMINAL POLE



TERMINAL POLE DETAIL

**CENTERPOINT ENERGY  
OFFICE MEMORANDUM**

TO: K. Aroworade	DATE: 4/13/2021
FROM: J. Karstedt	JOB #: 94402204
CUSTOMER: Spring Branch ISD	COUNTY: Harris
LOCATION: 11950 Taylorcrest Rd, Houston, Texas, 77024	S/C-DISTRICT: Spring Branch
ENGINEERING: K. Aroworade	ZONE:
CUSTOMER RELATIONS: C. Stevenson	MAP: 4958D4

YOU ARE REQUESTED TO SECURE EXECUTED EASEMENTS FROM:

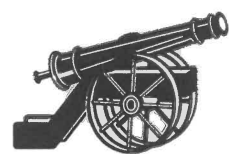
<u>GRANTOR:</u>	<u>PARCEL #:</u>	<u>SKETCH #</u>
Spring Branch Independent School District	94402204-1	Exhibit "A"
The City of Bunker Hill Village	94402204-2	Exhibit "A"

- ( ) Short Form Blanket Easement Only [SFBE] (No Long Form Easement [LFE] to follow)
- ( ) SFBE to be followed by a Retain/Release of Easement.
- (X) SFBE to be followed by a LFE.
- ( ) LFE taken in addition to the SFBE acquired under Job # \_\_\_\_\_ on \_\_\_\_\_. SFBE to be released upon request of Service Consultant after receipt of executed LFE.
- ( ) LFE Only
- ( ) **ATTENTION Electric Service Consultant/Gas Service Coordinator:** The design of this job involves CNP crossing a \_\_\_\_\_ pipeline right of way with its facilities. SROW Agent \_\_\_\_\_, will notify the pipeline company of our intent to cross their right of way.
- ( ) In addition to the easements listed above, a permit is required to cross an existing ( ) ditch, ( ) RR, ( ) other. Please contact SROW Agent \_\_\_\_\_, for assistance with the obtaining the permit.

Please return two (2) properly executed originals to **Katherine Rennie** at CNP-T, Room 730, for filing.

Please remind all signatories (including notaries) to type or print their names under their respective signatures.

Attachment:



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

<b>Agenda Date:</b>	June 15, 2021
<b>Agenda Item No:</b>	XV
<b>Subject/Proceeding:</b>	<b>CONSIDERATION AND POSSIBLE ACTION TO AWARD A CONTRACT WITH LANGFORD ENGINEERING UNDER THE CITY'S ON CALL CONTRACT TO PROVIDE FINAL DESIGN SERVICES AND DOCUMENTS FOR THE CONSTRUCTION OF A TRANSMISSION LINE FROM WATER WELL NO. 5 TO THE TAYLORCREST WATER PLANT IN AN AMOUNT NOT TO EXCEED \$373,360.00</b>
<b>Exhibits:</b>	Proposal from Langford Engineering
<b>Clearance:</b>	Steve Smith, Director of Public Works/Building Official Karen Glynn, City Administrator
<b>Budget:</b>	Utility Fund Capital Projects - <i>Certificates of Obligation</i>

**Executive Summary**

Since March 2018, staff has shared information with the Mayor and City Council regarding the overall rehab and replacement plan for the City's Water Production System. In addition, a preliminary engineering contract was awarded to Langford Engineering in the fall of 2019. The results of the preliminary engineering project were incorporated into the City's 10-year plan with funding in 2021 and 2022.

The Preliminary Engineering Report included drilling a new well (Water Well No. 5) and constructing a transmission main from the new Water Well No. 5 to the Taylorcrest Water Plant. The well is currently under construction. Once the test well is completed and meets all requirements, staff recommends beginning the final design of the transmission line to the Taylorcrest Water Line. Construction is planned for the summer of 2022 as the construction will impact traffic on Taylorcrest Road.

Staff seeks City Council direction to proceed with final design following the successful results of the test well. The results of the test well are expected in late June with final drilling of the actual well in early July. This item will authorize the Mayor to execute the design contract with Langford Engineering and allow the City to proceed with the final design.

Langford Engineering has provided the attached proposal which includes extensive survey, materials testing, traffic plans, and construction management services. The total cost is an amount not to exceed \$373,360.00. Staff recommends approval.

City of Bunker Hill Village WW5 Water Transmission Main 06/10/2021						
Phase	Description	Days	Engineer's Cost Estimate	2021 Dollars	2022 Dollars	Actual Contracts
I	Engineering (Engineering, Survey, Materials Testing)	90	\$ 373,360.00	\$ 373,360.00		\$ 373,360.00
II	Bidding (December 2021 - January 2022)	60				
III	Bid Opening and Contract Award (January 2022)	30				
IV	Transmission Main Construction	120	\$ 1,354,500.00		\$ 1,354,500.00	
Sub-Total			\$ 1,727,860.00	\$ 373,360.00	\$ 1,354,500.00	\$ 373,360.00
Contingency 30% Construction Costs			\$ 406,350.00	\$ -	\$406,350.00	\$ -
Project Total			\$ 2,134,210.00	\$ 373,360.00	\$ 1,760,850.00	\$ 373,360.00

# 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 CBHV Water Well No. 5 Transfer Line (“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 the design and construction of approximately 4,700 linear feet of water well transfer line, The Project, as shown in the attached. Engineering Services includes surveying, construction plans and contract documents for soliciting Contractors to construct the water well transfer line, construction material testing and provide record drawings after the projects completion.

Owner and Engineer further agree as follows:

## 1.01 Basic Agreement

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

## 2.01 Payment Procedures

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

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

### 3.01 Additional Services

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

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

### 4.01 Termination

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

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's



responsibilities as a licensed professional;  
or

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

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

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

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

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

#### 5.01 Controlling Law

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

#### 6.01 Successors, Assigns, and Beneficiaries

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

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

#### 7.01 General Considerations

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

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

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

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

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

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



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

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

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

**8.01 Total Agreement**

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

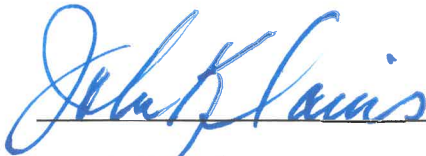
9.01 Payment (Lump Sum Basis)

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

1. A Lump Sum amount of \$ 373,360.00

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

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

OWNER:	ENGINEER:
By: _____	By:  _____
Printed Name _____	Printed Name <u>John K. Davis, P.E.</u>
Title: _____	Title: <u>President</u>
Date Signed: _____	Date Signed: _____
	License or Certificate No. and State <u>PE No. 60688/TX</u>
	_____
Address for giving notices:	Address for giving notices:
_____	<u>Langford Engineering, Inc. (TBPE F-449)</u>
_____	<u>1080 W Sam Houston Pkwy N, Suite 200</u>
_____	<u>Houston, TX 77043</u>

**LANGFORD ENGINEERING, INC.**

**City of Bunker Hill Village – Remote Water Well No. 5 Transfer Line**

**Scope of Proposed Work and Scope of Engineer's Services**

**Scope of Proposed Construction Work**

Water Well #5 Transfer Line (from Water Well No. 5 near Bunker Hill Elementary School to Taylorcrest Water Plant) - demolition and relocation of existing pavement, water & sewer utilities, installation of 12-inch transfer line through augered hole construction, modification at Water Plant No. 1 along Taylorcrest Road including yard piping, Ground Storage Tank Penetration, sample ports, pipe supports, valves, fittings, chemical disinfection system modifications and electrical modifications.

The work described above will be completed under two (2) construction contracts.

**Scope of Engineer's Services**

**BASIC SERVICES**

***Preliminary Design Phase***

A. Engineer shall:

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

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

### **Final Design Phase**

C. Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
4. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents.
5. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of the Bidding Documents, a revised opinion of probable Construction Cost.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **two (2)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

### **Bidding or Negotiating Phase**

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

4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
  5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- F. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

#### **Construction Phase**

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

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

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



10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such



payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

16. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work", stating, generally, that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

H. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY  
CERTIFICATION OF FILING

Certificate Number:  
2021-763917

Date Filed:  
06/09/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Langford Engineering, Inc  
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Bunker Hill Village

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

200-027 #1  
Engineering Services - Water Well No. 5 Transfer Line

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hardin, Timothy	Houston, TX United States	X	
	Davis, John	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John Davis, and my date of birth is Nov. 15, 1950.

My address is 1080 W Sam Houston Pkwy N; Suite 200, Houston, TX, 77043, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 9th day of June, 2021.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

CITY OF BUNKER HILL VILLAGE  
ENGINEER'S PRELIMINARY OPINION OF PROBABLE PROJECT COST  
FOR  
CONSTRUCTION OF REMOTE WATER WELL TRANSFER LINE  
LEI PROJECT NO. 200-020 #1C

Item No.	Approx. Quantity	Unit	Description of Work	Unit Price	Extension
1.	1	LS	Mobilization, Not to Exceed 5% of Base Bid	\$ 74,500.00	\$ 74,500.00
2.	4,400	LF	Furnish and Install <b>12" PVC</b> (C-900, CL 235, DR18) Water Main, or HDPE (DIPS, Class 200, SDR 11) All Depths, All Soil Types, Installed by Augered Hole Construction along the North ROW of Taylorcrest Road to Taylorcrest WP, Including but not Limited to Surface Restoration, Excavation and Backfill of Bore Bits, Complete in Place	\$ 200.00	\$ 880,000.00
3.	1	LS	All Work and Materials Associated with the Taylorcrest WP Modifications, Including Installation of all Water Line Yard Piping, Above Ground and Buried, Tank Penetrations on Existing GST's for Prop. Well Discharge Lines, Sample Ports, Pipe Supports, Valves, Fittings, Modifications to Chemical Disinfection System, Electrical Modifications, Complete in Place	\$ 400,000.00	\$ 400,000.00
			Sub-Total		\$ 1,354,500.00
			30% Contingencies		\$ 406,350.00
			Sub-Total		\$ 1,760,850.00
			15% Engineering		\$ 264,127.50
			5% Surveying		\$ 88,042.50
			3% CMT		\$ 52,825.50
<b>Total (Remote Well Transfer Line - Contract 1C)</b>					<b>\$ 2,113,020.00</b>





LEGEND

- WATER VALVE
- ◆ FIRE HYDRANT
- WATER LINE
- PROP. WATER LINE

City of Bunker Hill Village						
Potential Utility Conflicts Along the North ROW of Taylorcrest Road						
Intersection	Depth (ft)					
	Water	Owner	Sanitary Sewer	Owner	Storm Sewer	Owner
1 Taylorcrest Rd - Strey Ln	9	CBHV	7.75	CBHV	5.75	CBHV
2 Taylorcrest - Rain Hollow Pl	8.5	COH	7	COH	-	COH
3 Taylorcrest Rd - Taylorcrest	8.5	COH	7.5	COH	-	COH
4 Taylorcrest Rd - Riedel Dr	8	COH	9	COH	-	COH
5 Taylorcrest Rd - Village Park Cir (1)	8	COH	6.5	COH	10.5	COH
6 Taylorcrest Rd - Village Park Cir (2)	7.25	COH	-	COH	9.5	COH
7 Taylorcrest Rd - Bunker Hill Rd (N)	6.5	MVWA	5.5	MVWA	8.5	MVWA
8 Taylorcrest Rd - Timber Hill Dr	-	MVWA	-	MVWA	-	MVWA
9 Taylorcrest Rd - Magdalene Dr	-	MVWA	-	MVWA	-	MVWA
10 Taylorcrest Rd - Frandora Ln	-	MVWA	-	MVWA	-	MVWA
11 Taylorcrest Rd - Flintdale Rd	8	CBHV	-	CBHV	9	CBHV
No electrical utility shown on page						
No storm or electrical utilities shown on page						
No storm or electrical utilities shown on page						
No storm or electrical utilities shown on page						
No electrical utility shown on page						
No sanitary or electrical utility shown on page						
No electrical utility shown on page						
No sanitary sewer or electrical utilities on page						
City of Bunker Hill Village		CBHV				
Memorial Villages Water Authority		MVWA				
City of Houston		COH				

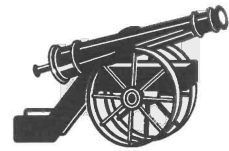
BUNKER HILL VILLAGE  
WATER TRANSMISSION

TRANSMISSION LINE

LANGFORD ENGINEERING, INC.  
Consulting Engineers

DESIGN : S.M.C.  
DRAWN : S.M.C.  
CHECKED : C.A.  
APPROVED : J.K.D.





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

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**Agenda Date:** June 15, 2021

**Agenda Item No:** XVI

**Subject/Proceeding:** **CONSIDERATION AND POSSIBLE ACTION TO RATIFY THE AUTHORIZATION TO PROCEED WITH REPAIRS IN AN AMOUNT OF \$17,000 WITH NEIL TECHNICAL SERVICES, CORP., UNDER THE CITY'S ON CALL CONTRACT TO REPAIR THE GENERATOR AT THE TAYLORCREST WATER PLANT (WATER WELL NO. 1) AND PAYMENT OF \$7,000.00 PER MONTH FOR GENERATOR RENTAL**

**Exhibits:** Summary of Costs / Invoices

**Clearance:** Steve Smith, Director of Public Works  
Susan Grass, Finance Manager

**Budget:** *Included in the 2021 Utility Fund M&O & Projections*

### **Executive Summary**

Staff met with our Utility Consultants, Langford Engineering and Neil Technical Services regarding the generator at the Taylorcrest Water Plant. If you recall, the City ran into some issues during the February Winter Storm. Problems have continued over the past few months with intermittent shut downs of the generator when it is under electrical load.

Evaluation of the generator found that a faulty radiator was causing the generator engine to overheat and then shut down.

In discussion with the Mayor, staff proceeded with authorization of repairs to the generator and have secured a rental while replacement parts are being manufactured and shipped.

Generators and repairs to generators are difficult to procure and are taking months to get parts or repair as a result of the COVID 19 Pandemic, the Texas Winter Storm and resulting supply and demand issues.

Staff recommends the City Council ratify the authorization to proceed with repairs to the generator and approve the costs for the generator rental.



GENERATOR SERVICE INDUSTRIAL

Office 281-463-4976

Fax 281-858-1685

Quote NTS taylor crest wp

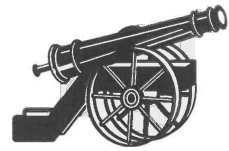
Generator service is pleased to provide a quote replace the radiator on the emergency generator at the taylor crest wp, a new radiator will be made, old coolant will be drained and replaced with new. Old coolant hauled off and properly disposed of. New radiator will be installed and new coolant will be installed, test run and place back in service. There is a 12-14 week lead time on the radiator.

Quote to replaced the old engine controller with new digital engine controller, new wire harness and new coolant and oil pressure sensors will be installed. Program settings and test for proper operation . 2-3 week lead time on controller.

Radiator cost parts and labor	\$ 9,830.00
Engine controller parts and labor	\$ 6,490.00

Plus tax if applicable

Jim Wheaton  
832-795-9233



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

**Agenda Date:** June 15, 2021

**Agenda Item No:** XVII

**Subject/Proceeding:** **CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$49,460.00 WITH NEIL TECHNICAL SERVICES, CORP., UNDER THE CITY'S ON CALL CONTRACT TO UPDATE THE CITY'S WATER SYSTEM CONTROL TO VT SCADA**

**Exhibits:** Proposal Provided by NTS

**Clearance:** Steve Smith, Director of Public Works  
Susan Grass, Finance Manager

**Budget:** Construction of Water Well No. 5

**Executive Summary**

Staff and the City's Utility Engineer, Langford Engineering have been working on the City's SCADA (Supervisory Control And Data Acquisition) remote operation/management system for the City's water system. The City's system has been in operation since 2005 under a platform with ClearSCADA. This platform is no longer being supported. The City has worked with a local programmer to handle issues over the past few years in anticipation of a new system.

As the City prepares to drill and operate a new water well, a new SCADA system was planned and included in the project. In discussion with the consultants, the City has been seeing issues with the operation of the current system especially during the winter storm. As a result, it is recommended that the City proceed with the update/transfer to a new system at this time and add Water Well No. 5 to the new system when operations begin.

Neil Technical Services (NTS) has provided the attached proposal in the amount of \$49,460.00 to provide this migration. This can be completed in the next 3 months with the opportunity to easily add Water Well No. 5 at completion.

The process includes all equipment, software and work to migrate to the VT SCADA system.

Staff recommends approval to move forward with the new SCADA system. Funding is available in the Utility Fund Capital Projects for the Construction of Water Well No. 5.





281-477-7867

Date: 6/3/21

To: Steve

Subj: City of Bunker Hill Scada Conversion

Neil Technical Services is pleased to quote the following.

Install and Start Up of VT Scada Runtime Developer

1000 Point license.

Alarm Notification ( Email, SMS, Voice )

Concurrent Clients and Mobile (5)

24/7 Annual Support from VT Scada thru NTS ( The integrator )

Programming of Database and building of User Windows

Testing, debugging and verification of all I/O

Training for Operator

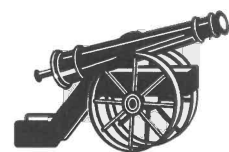
Total Parts and Labor ..... \$ 49,460.00

Quote is good for (30) days

Allow 90 Days for completion upon approval

Mark Wyckoff

Neil Technical Services



## CITY OF BUNKER HILL VILLAGE

### CITY COUNCIL

#### Agenda Request

**Agenda Date:** June 15, 2021

**Agenda Item No:** XVIII

**Subject/Proceeding:** *CONSIDERATION AND POSSIBLE ACTION TO APPROVE CHANGE ORDER NO. 3 AND PAY REQUEST NO. 4 AND FINAL FOR THE CONTRACT BETWEEN THE CITY OF BUNKER HILL VILLAGE AND VIKING INDUSTRIAL PAINTING FOR THE RECOATING OF THE CITY HALL WATER STORAGE TANK IN AN AMOUNT NOT TO EXCEED \$43,840.00 INCLUDING RETAINAGE*

**Exhibits:** Change Order No. 3 and Final  
Final Pay Request Including Retainage  
Certificates for Completion

**Clearance:** Steve Smith, Director of Public Works  
Susan Grass, Finance Manager

**Budget:** \$100,000 – Utility Fund CIP Plan – Water Production Booster Pumps  
\$250,000 – Utility Fund CIP – Water Production GST Recoating Project

### Executive Summary

In November 2020, the City Council approved a contract with Viking Industrial Painting for recoating the City Hall Water Storage Tank for implementation in early 2021. Construction funding was approved with the 2021 Budget in the amount of \$250,000 including contingency.

The contract was awarded at the highest add/alt cost to cover the potential needs of a new roof. Change Order No. 1 was approved in January 2021 at a cost of \$17,750.00 and Change Order No. 2 was approved in April at a cost of \$38,850.00. The proposed work in the change order included painting of piping and the control panel for Water Well No. 4 in front of City Hall as well as the generator housing and to reinsulate the piping after the painting is completed. In addition, work was included following the February ice storm. All work has been completed and a final walk through and punch list was developed. All punch list items are now completed and Viking has submitted the final change order to reconcile quantities and the final pay request including retainage.

Testing has been completed and the tank is in full operation ready for the summer peak usage.

Staff recommends the City Council accept the project and make final payment including releasing retainage.

CHANGE ORDER NO. 3 & FINAL

June 9, 2021

Mr. Robert P. Lord, Mayor  
and City Council  
City of Bunker Hill Village  
11977 Memorial Drive  
Houston, Texas 77024

Subject: Request for approval of rates on labor and/or materials and/or equipment.

Contractor: Viking Painting, LLC

Project: Repair and Repainting of the Ground Storage Tank at Water Plant No. 2  
LEI Job No. 200-024, Contract No. 1

Original Contract Amount As Executed: \$195,400.00

Dear Mayor Lord and City Council:

Your approval is requested on the following items for the above referenced project.

Description	Qty.	Unit	Each	Cost
1. \$25,100.00 Was Removed from Total on Original Contract	1	1	\$-25,100.00	\$ (-25,100.00)
Total This Change Order No. 3 & FINAL				\$ (-25,100.00)
Total This Change Order No. 2				\$ 38,850.00
Total Change Order No. 1				\$ 17,750.00
Original Contract Amount + Alt B				\$261,100.00
Final Contract Amount				\$292,600.00

Change Order No. 3 and Final  
200-024, Contract No. 1

June 9, 2021  
Page 2


Original Contract Time	90 Calendar Days
Extension of Time This Change Order No. 3 & FINAL	26 Calendar Days
Extension of Time This Change Order No. 2	10 Calendar Days
Extension of Time This Change Order No. 1	00 Calendar Days
Total Time With Extensions for This Change Order No. 1	126 Calendar Days

Change Order No. 3 represents a 7.901% reduction in the Original Contract Amount.

Except as setforth hereinbefore, no conditions or covenants of the Contract are changed  
and/or waived hereby.

SUBMITTED FOR APPROVAL:

LANGFORD ENGINEERING, INC.

  
By: Jacob Floyd, P.E.  
Project Manager

Date 6/9/21

ACCEPTED:

VIKING PAINTING, INC.

By: \_\_\_\_\_

Date \_\_\_\_\_

APPROVED:

CITY OF BUNKER HILL VILLAGE

(seal)

By: \_\_\_\_\_

Date \_\_\_\_\_

RECAPITULATION OF QUANTITIES FOR CHANGE ORDER NO. 3 & FINAL

To: City of Bunker Hill Date: May 10, 2021

From: Langford Engineering, Inc. Subject: Repair and Repainting of the  
Ground Storage Tank at Water  
Plant No. 2, LEI Job No.  
200-024, Contract No. 1

Job cost summary of unit price bid items on subject project:

Bid Item Number	Original Amount Bid	Installed Amount	Differences (Underrun)Overrun
1.	\$6,000.00	\$6,000.00	\$0.00
2.	\$75,300.00	\$75,300.00	\$0.00
3.	\$50,000.00	\$50,000.00	\$0.00
4.	\$10,000.00	\$10,000.00	\$0.00
5.	\$15,000.00	\$15,000.00	\$0.00
6.	\$5,200.00	\$5,200.00	\$0.00
7.	\$1,400.00	\$1,400.00	\$0.00
8.	\$7,400.00	\$7,400.00	\$0.00
Alternate Item A	\$9,800.00	\$0.00	(\$9,800.00)
Alternate Item B			
9.	\$65,700.00	\$65,700.00	\$0.00
Alternate Item C	<u>\$15,300.00</u>	<u>\$0.00</u>	<u>(\$15,300.00)</u>
Subtotal	\$261,100.00	\$236,000.00	(\$25,100.00)
Change Orders			
Change Order No. 1	\$17,750.00	\$17,750.00	\$0.00
Change Order No. 2	\$38,850.00	\$38,850.00	\$0.00
Change Order No. 3	<u>(\$25,100.00)</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total	\$292,600.00	\$292,600.00	(\$25,100.00)

Summary			
Net Unit Quantity Overruns	+		\$0.00
Net Unit Quantity Underruns	-		\$0.00
			<hr/>
Subtotal (Change Order No. 1 Deducts/Adds)			\$0.00
Original Contract Amount			\$195,400.00
Alternate B			\$65,700.00
Change Order No. 1			\$17,750.00
Change Order No. 2			\$38,850.00
Change Order No. 3			<hr/> (\$25,100.00)
Final Contract Amount			\$292,600.00



Langford Engineering, Inc.  
1080 West Sam Houston Parkway North, Suite 200  
Houston, Texas 77043

MONTHLY ESTIMATE NO. 4 & FINAL  
200-024, Contract No. 1

Bunker Hill Village

Repair and Repainting of the Ground Storage Tank at Water Plant No. 2

02-Apr-21

Thru

10-May-21

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

Contractor: Viking Painting, LLC  
8790 "F" Street, Suite 629  
Omaha, Nebraska, 68127

Contract Time: 90 Calendar Days Extensions: 36 Calendar Days

Total Time: 126 Calendar Days Time Used: 126 Calendar Days

Contract Dated: 17-Nov-2020

Work Order Dated: 4-Jan-2021

Completion Date: 4-Apr-2021 (Scheduled)  
10-May-2021 (Actual)

Percent Time Used: 100%

Percent Complete: 100%

Current Contract: \$292,600.00

Item No.	Description	Bid Qty	Unit Meas.	Work Prior Period	Work This Period	Qty To Date	Unit Price	Total Amount
1.	Mobilization of Equipment, Materials, and Personnel on Site, not to Exceed 5% of Base Bid Item	1	L.S.	1.00	0.00	1.00	\$ 6,000.00	\$6,000.00
2.	Furnish Material and Labor to Clean, Blast, and Recoat Interior Surfaces of 50' Diameter x 32' High - 468,000 Gallon Welded Steel Ground Storage Tank Including Interior Ceiling Plate, Rafters, and Appurtenances, Complete with NSF 61 Approved 3-Coat System to Interior Surfaces, Including Tank Disinfection as per TCEQ, AWWA, and Full City of Bunker Hill Village Approval as per Plans and Specifications							
2.1	Tank Interior Blast and Prime	1	L.S.	59.259%	40.741%	100.000%	\$ 54,000.00	\$54,000.00
2.2	Tank Interior Stripe and Intermediate Coat	1	L.S.	0.00	100%	100%	\$ 12,300.00	\$12,300.00
2.3	Tank Interior Final Coat	1	L.S.	0.00	100%	100%	\$ 9,000.00	\$9,000.00
3.	Furnish Material and Labor to Clean, Blast, and Recoat Exterior Surfaces of 50' Diameter x 32' High - 468,000 Gallon Welded Steel Ground Storage Tank Including Walls, Roof, Exterior Ladder, Access Manways, and all Appurtenances (Excluding 12" Supply Line Piping) with 3-Coat Epoxy Urethane System to Surfaces, Final Tank Color shall be Forest Green as Approved by OWNER, as per Plans and Specifications							
3.1	Tank Exterior Blast and Prime	1	L.S.	91.53%	8.475%	100%	\$ 29,500.00	\$29,500.00
3.2	Tank Exterior Intermediate Coat	1	L.S.	0.00	100%	100%	\$ 9,500.00	\$9,500.00
3.3	Tank Exterior Final Coat	1	L.S.	0.00	100%	100%	\$ 11,000.00	\$11,000.00
4.	Furnish Material and Labor to Clean, Blast, and Recoat Existing Yard Piping, Including Existing 12" Surface Waterline Assembly, Existing Booster Pump Station, and Existing Water Well Discharge Piping of 50' Diameter x 32' High - 468,000 Gallon Welded Steel Ground Storage Tank with 3-Coat Epoxy Urethane System to Surfaces, Final Coating to Match Existing Tank Color (Forest Green), as Approved by OWNER, as per Plans and Specifications, Complete in Place	1	L.S.	0.00	100%	100%	\$ 10,000.00	\$10,000.00

5.	Furnish Material and Labor to Clean and Recoat Exterior Surfaces of Existing Site Buildings, Including Motor Control Center Building, Chlorine Building, and LAS Building, Including Building Accessories and Appurtenances, Final Coating to Match Existing Tank Color (Forest Green), as Approved by Engineer, as per Plans and Specifications, Complete in Place	1	L.S.	0.0	1.0	1.0	\$ 15,000.00	\$15,000.00
6.	Furnish Materials, Labor, and Shop Drawings to Remove and Replace Existing Roof Vent with Aluminum or Carbon Steel Roof Vent (per AWWA D103), Including Required Insulation Kit, and Coatings to Match Existing Tank Color (Forest Green), as Approved by OWNER, Complete in Place	1	L.S.	0.0	1.0	1.0	\$ 5,200.00	\$5,200.00
7.	Furnish 1/4-Inch Thick Steel Plates to Repair Deep Pits and Leaks, Welded in Place per Each Minimum .25 Square Foot Floor Patches, per Plans and Specifications, Complete in Place	25	Ea.	0	25	25	\$ 56.00	\$1,400.00
8.	Furnish 1/4-Inch Thick Steel Plates to Repair Deep Pits and Leaks, Welded in Place, per Each Minimum of One (1) Square Foot Roof Patches, per Plans and Specifications, Complete in Place	100	S.F.	32.44	67.56	100.00	\$ 74.00	\$7,400.00
Alternate B								
A.	Amount Added or Deducted to Furnish Material and Labor to Remove and Dispose of Existing Roof Plate (Minus Knuckle and Knuckle Braces) and Rafters and Installation of New Steel Roof Plate and Rafters on the 468,000 - Gallon Tank, Including 3-Coat Epoxy Urethane System to Surfaces, as Approved by Engineer	5	Ea.	67%	33%	100%	\$ 65,700.00	\$65,700.00
Change Order No. 1								
1.	Complete Blast and Repaint Water Well and Head Piping	1	L.S.	0.00	100%	100%	\$ 4,950.00	\$4,950.00
2.	Pressure Wash and Overcoat Electrical Panel	1	L.S.	0.00	100%	100%	\$ 1,500.00	\$1,500.00
3.	Pressure Wash and Overcoat Generator Enclosure	1	L.S.	0.00	100%	100%	\$ 7,800.00	\$7,800.00
4.	Insulation and Aluminum Jacketing of Fill Pipe in Areas Where the Black Plastic is Currently	1	L.S.	0.00	100%	100%	\$ 3,500.00	\$3,500.00

Change Order No. 2

1.	Rework on Tank Interior Due to Damage Caused From the Inlet Shutoff Valve Failure, Which Resulted in Flooding the Inside of the Tank						
a.	Five Guys for 2-1/2 Day Cleaning Out Tank	1	L.S.	0.00	100%	100%	\$ 12,900.00 \$12,900.00
b.	400 Gallons of #2 Diesel Fuel	1	L.S.	0.00	100%	100%	\$ 1,750.00 \$1,750.00
c.	9 Super Sacks of Blast Media	1	L.S.	0.00	100%	100%	\$ 2,700.00 \$2,700.00
d.	Guys for 2 Days Reblasting Interior Floor	1	L.S.	0.00	100%	100%	\$ 15,500.00 \$15,500.00
e.	Disposal of Additional Abrasive	1	L.S.	0.00	100%	100%	\$ 1,000.00 \$1,000.00
f.	Additional Week of DH Rental	1	L.S.	0.00	100%	100%	\$ 2,000.00 \$2,000.00
2.	Weir Box Rebuild, 8 Hours for Welder Plus Material	1	L.S.	0.00	100%	100%	\$ 3,000.00 \$3,000.00

Summary of Work to Date

Work Performed to Date	\$292,600.00
Less 0% Retainage	\$0.00
Net Amount Earned to Date	\$292,600.00
Add: Materials Stored at Close of Period	\$0.00
Less 10% Retained on Hand	\$0.00
Subtotal Work Completed and Materials Stored	\$292,600.00
Less Previous Payments	\$248,760.00
<b>AMOUNT DUE THIS ESTIMATE</b>	<b>\$43,840.00</b>

Summary of Adjusted Contract

Original Contract Amount	\$ 195,400.00
Alternate B	\$ 65,700.00
Change Order No. 1	\$ 17,750.00
Change Order No. 2	\$ 38,850.00
Change Order No. 3 and Final	\$ (25,100.00)
<b>CURRENT CONTRACT AMOUNT</b>	<b>\$292,600.00</b>

Note: There are no known disputes between the Contractor and Owner/Engineer Concerning the Quantities shown hereon

Recommended for Payment:

By:   
Langford Engineering, Inc.

Date: 6/9/21

Accepted:

By:   
Viking Painting, LLC

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
Bunker Hill Village

Date: \_\_\_\_\_

Distribution: Bunker Hill Village (1)  
Viking Painting, LLC (1)  
Langford Engineering, Inc. (1)



TBPE No F-449

May 10, 2021

Mr. Robert P. Lord, Mayor  
and City Council  
City of Bunker Hill Village  
11977 Memorial Drive  
Houston, Texas 77024

Mr. Rory Sudbeck  
President  
Viking Painting, LLC  
8790 "F" Street, Suite 629  
Omaha, Nebraska 68127

Subject: Certificate of Completion, City of Bunker Hill  
Village, Repair and Repainting of the Ground Storage Tank  
at Water Plant No. 2  
LEI Job No. 200-024, Contract No. 1

Ladies and Gentlemen:

Pursuant to contractual requirements as set forth in "General Conditions of Agreement," the Engineers are required to issue a Certificate of Completion prior to, or simultaneously with, submitting an Estimate for final payment to a Contractor. Thus, this Certificate of Completion has been prepared to accompany the Final Estimate and related documents for the project identified as "Repair and Repainting of the Ground Storage Tank at Water Plant No. 2, LEI Job No. 200-024, Contract No. 1," which was constructed by Viking Painting, LLC, in accordance with a Contract executed between the OWNER and said Contractor on November 17, 2020.

Said facilities have been given a final inspection by representatives of the OWNER, the Contractor, and the Engineer. All deficiencies observed during the final inspection have been addressed.

1080 W. SAM HOUSTON PKWY. N. ♦ SUITE 200 ♦ HOUSTON, TX 77043-5014

PHONE (713) 461-3530 ♦ FAX (713) 932-7505

O:\Current Projects\200\_Bunker Hill\200-024 # 1 GST Recoating - WP No. 2\013 Construction Phase Services\Correspondence\200-024 #1 Certificate of Completion 2021 05  
[www.LangfordEng.com](http://www.LangfordEng.com)



Mr. Robert P. Lord, Mayor  
and City Council  
City of Bunker Hill Village  
Mr. Rory Sudbeck  
Viking Painting, LLC  
May 10, 2021  
Page 2

To the best of our knowledge, the subject facilities have been completed in accordance with the Plans and Specifications. Therefore, in accordance with "General Conditions of Construction Contract", we hereby issue our Certificate of Completion.

Your attention is directed to Paragraph 14, General Conditions of the Construction Contract, which sets forth the terms and conditions of the guarantee provided on workmanship and materials. This one-year guarantee period commences on the date of the Certificate of Acceptance, which is to be issued by the OWNER.

The cost of this project is summarized below:

Original Contract Amount	\$195,400.00
Alternate B	\$ 65,700.00
Change Order No. 1	\$ 17,750.00
Change Order No. 2	\$ 38,850.00
Change Order No. 3	\$ -25,150.00
Final Contract Amount	\$292,600.00

Thus, Viking Painting, LLC is entitled to a final payment of Forty-Three Thousand Three Hundred Eight Hundred Forty Dollars (\$43,840.00). This is the final Contract amount, Two Hundred Ninety-Two Thousand Six Hundred Dollars (\$292,600.00) less previous payments of Two Hundred Forty-Eight Thousand Seven Hundred Sixty Dollars (\$248,760.00).

Sincerely,

LANGFORD ENGINEERING, INC.



Jacob Floyd, P. E.  
Senior Project Manager

cc: Karen H. Glynn, City Administrator  
Steve Smith, Director of Public Works



## CITY OF BUNKER HILL VILLAGE

11977 Memorial Drive  
Houston, Texas 77024

May 10, 2021

Mr. Rory Sudbeck  
President  
Viking Painting, LLC  
8790 "F" Street, Suite 629  
Omaha, Nebraska 68127

Subject: Certificate of Acceptance, City of Bunker Hill  
Village, Repair and Repainting of the Ground Storage  
Tank at Water Plant No. 2  
LEI Job No. 200-024, Contract No. 1

Dear Mr. Sudbeck:

Pursuant to the Engineer's Certificate of Completion dated May 10, 2021, the City of Bunker Hill Village does hereby issue this Certificate of Acceptance of the subject facilities effective Tuesday, May 18, 2021.

Your Guarantee, as provided by the surety, is setforth in Paragraph 14 of the General Conditions of Construction, commenced on May 18, 2021, and expires one (1) year later, that is, May 18, 2022.

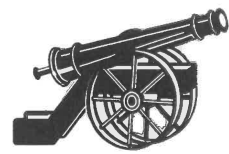
Sincerely,

CITY OF BUNKER HILL VILLAGE

Robert P. Lord  
Mayor

Imm

cc: Jacob Floyd, P.E., Langford Engineering, Inc.



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

**Agenda Date:** June 15, 2021

**Agenda Item No:** XIX

**Subject/Proceeding:** CONSIDERATION AND POSSIBLE ACTION ON AUTHORIZING A WORK ORDER BETWEEN THE CITY OF BUNKER HILL VILLAGE AND AAA ASPHALT INC. (UNDER THE CITY'S INTERLOCAL AGREEMENT WITH HARRIS COUNTY) IN AN AMOUNT NOT TO EXCEED \$60,000.00 TO PROVIDE REPAIRS ON BUNKER HILL ROAD

**Exhibits:** N/A

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

**Budget:** General Fund Capital Projects – Asphalt Rehab

**Executive Summary**

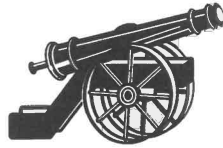
Staff has been working with our consultant Lloyd, Smitha & Associates, Inc to inspect the condition of Bunker Hill Road from Memorial Drive to Taylorcrest. Numerous failures have developed over the last few months raising concerns for the roadway base.

Milling and overlay of Bunker Hill Road from Memorial Drive north to Taylorcrest Road was completed in the Spring of 2019 following the Regional Drainage Project. The work included various base repairs. The recent evaluation by Lloyd, Smitha & Associates, Inc. has determined that normal base failures have occurred; however, these were accelerated by the recent wet weather and earlier freezing temperatures. It is recommended to repair the pavement and base at each of the failure spots.

AAA Asphalt Paving serves as the City's on-call pavement contractor through an interlocal agreement with Harris County. Use of an interlocal agreement allows the City to respond quicker and reduce costs by eliminating the bidding requirements as that aspect of contractor hiring has been performed by Harris County. Staff has contacted AAA to perform these repairs.

A complete milling and overlay of the road can be incorporated with other major roadwork planned in 2022 following the completion of Water Well 5 and the associated transmission main under Taylorcrest Road.

Staff recommends approval of this work in an amount not to exceed \$60,000.00. Funding is available in the Capital Improvement Plan Asphalt Repairs which has a balance of \$ 283,874.00



## CITY OF BUNKER HILL VILLAGE

### CITY COUNCIL

#### Agenda Request

**Agenda Date:** June 16, 2021

**Agenda Item No:** XX

**Subject/Proceeding:** CONSIDERATION AND POSSIBLE ACTION TO PROCEED WITH THE INSTALLATION OF STREET LIGHTS ON MEMORIAL DRIVE AS PART OF THE CITY'S 2021 BEAUTIFICATION PROGRAM IN AN AMOUNT NOT TO EXCEED \$15,888.00 TO BE FUNDED FROM METRO FUNDS AS INCLUDED IN THE 2021 BUDGET

**Exhibits:** Cost Estimate via Email and Project Layout

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

#### Executive Summary

The City is moving forward with the 2021 Beautification Projects. One project includes continuing the installation of street lights along Memorial Drive. The next area proposed is from Blalock Road west along Memorial past Applewood Street and then the area beginning at Providence Park up to Bunker Hill Road.

Staff has received the attached plan from CenterPoint and a proposal for the work in the amount of \$15,888.00.

It was noted during the previous year's Budget Process that street lighting should not be wholly born by the Beautification Committee. Metro Funds have been budgeted to be used for street lighting along Memorial.


Staff recommends approval of this proposal and project.

Steve Smith





**From:** Calderon, Santos O <santos.calderon@CenterpointEnergy.com>  
**Sent:** Monday, June 7, 2021 11:13 AM  
**To:** Steve Smith  
**Subject:** RE: [External Email] RE: Memorial Ph4 - City of Bunker Hill

Steve,

I removed 2 install and 1 removal and the cost is \$15,888.00. im not sure if this will work or do you want me to remove one more light?




Santos Calderon  
Staff Service Consultant  
Distribution Projects & Lighting Design  
832.773.6091 w.  
[CenterPointEnergy.com/ServiceConnect](https://CenterPointEnergy.com/ServiceConnect)







**From:** Calderon, Santos O  
**Sent:** Thursday, June 3, 2021 3:10 PM  
**To:** 'Steve Smith' <:ssmith@bunkerhilltx.gov>  
**Subject:** RE: [External Email] RE: Memorial Ph4 - City of Bunker Hill

Yes, I will have this for you early next week.



Santos Calderon  
Staff Service Consultant  
Distribution Projects & Lighting Design  
832.773.6091 w.  
[CenterPointEnergy.com/ServiceConnect](https://CenterPointEnergy.com/ServiceConnect)

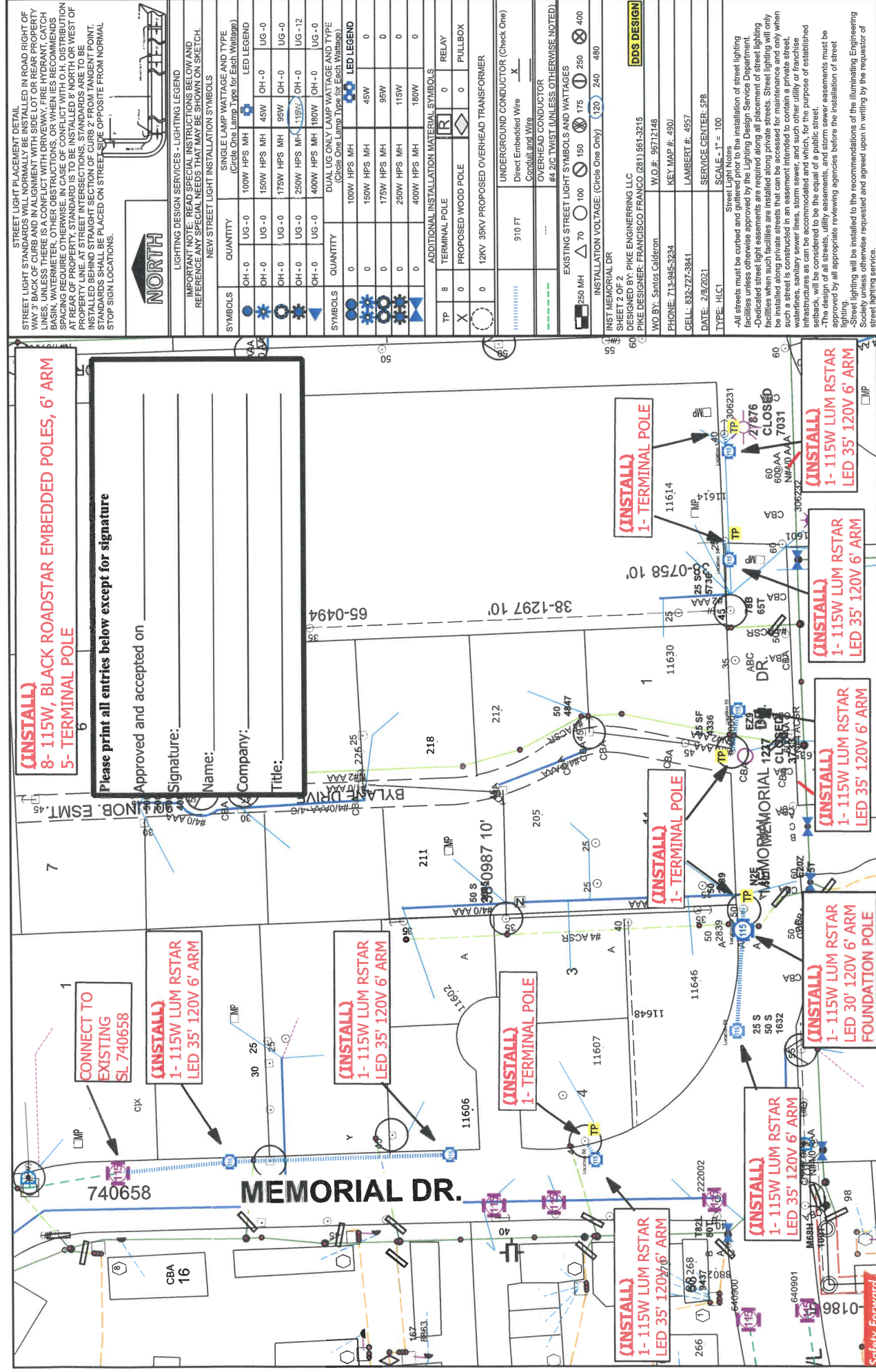


**From:** Steve Smith <[ssmith@bunkerhilltx.gov](mailto:ssmith@bunkerhilltx.gov)>  
**Sent:** Thursday, June 3, 2021 6:56 AM  
**To:** Calderon, Santos O <[santos.calderon@CenterpointEnergy.com](mailto:santos.calderon@CenterpointEnergy.com)>  
**Subject:** [External Email] RE: Memorial Ph4 - City of Bunker Hill

EXTERNAL EMAIL

Can we reduce the number and get it down to \$15,000?

Steve Smith  
Director of Public Works/Building Official



**Street Lighting Notes**

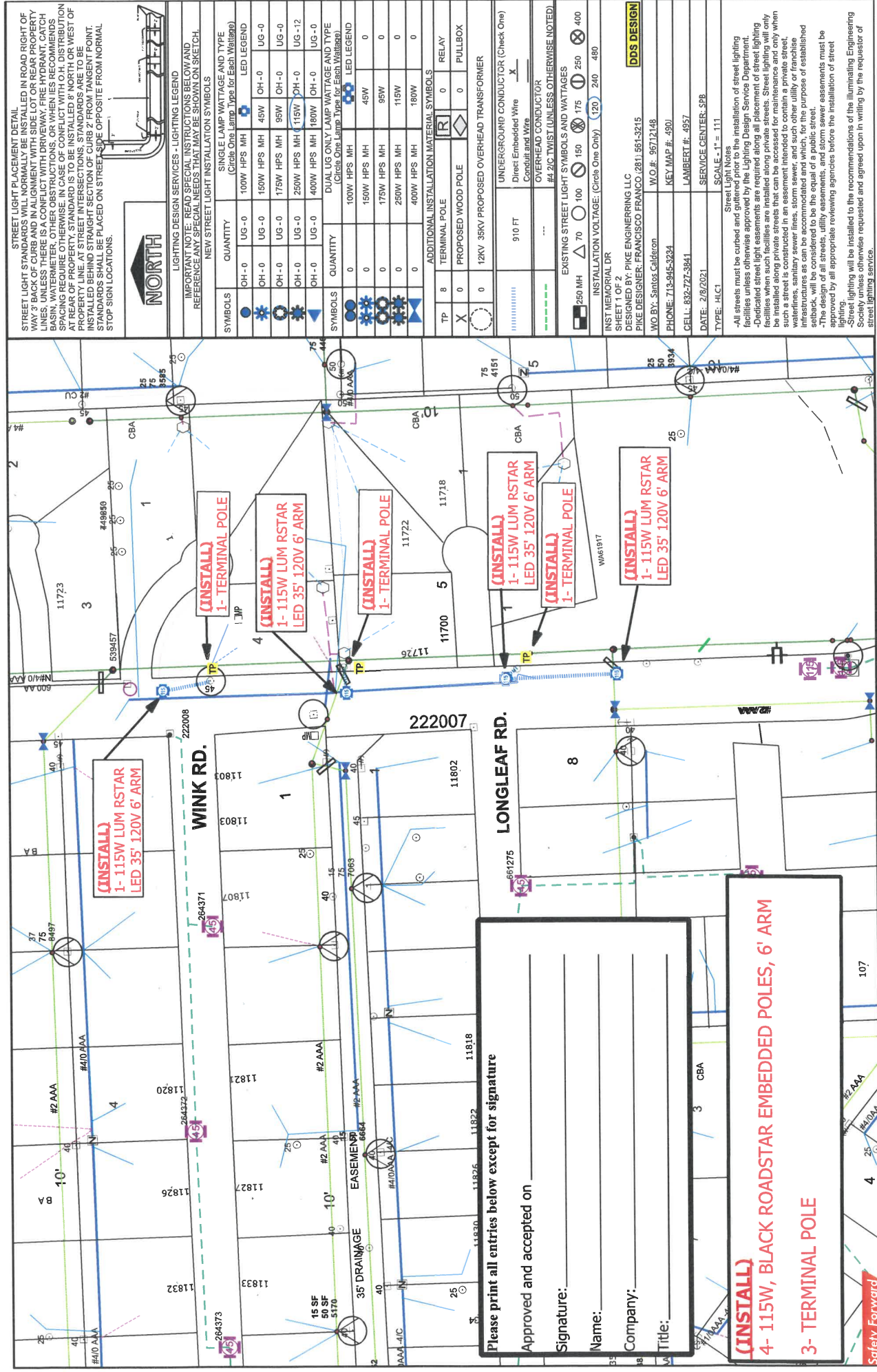
All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department. Dedicated street lighting easements are required along all placement of street lighting facilities. When such facilities are installed along private streets, street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed to an arterial standard.

Street lighting may be installed along private streets, water sewer, and such other utility or franchise infrastructure as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street.

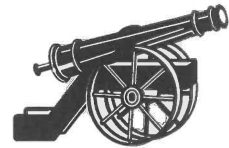
The design of all streets, utility easements, and storm sewer easements must be approved by all appropriate reviewing agencies before the installation of street lighting.

Street lighting will be installed to the recommendations of the Illuminating Engineering Society of America and requested and assessed upon in writing by the requestor of street lighting service.





**Safety Forward**



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

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**Agenda Date:** June 15, 2021

**Agenda Item No:** XXI

**Subject/Proceeding:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 06-15-2021 D TO EXPAND THE CITY'S BANKING ELIGIBILITY BOUNDARIES

**Exhibits:** Resolution No. 06-15-2021 D

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

**Executive Summary**

At the May City Council Meeting, the City awarded a contract with Valley View Consulting, L.L.C. to manage the City's Bank Depository Process.

Staff has been in discussion with Valley View Consulting, L.L.C. and the firm highly recommended the City consider approving the attached resolution. This policy permits the consideration of applications received from financial institutions that are not doing business within the City's municipal boundaries when it is deemed to be in the best interest of the City.

Bunker Hill is a residential community and as a result, the number of financial institutions located within the municipal boundaries for primary depository bank services is limited. Therefore, it is in the best interest of the City to formalize this policy to include financial institutions from outside the City's municipal boundaries to ensure a competitive application solicitation process.



**RESOLUTION NO. 06-15-2021 D**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING A POLICY PERMITTING THE CONSIDERATION OF APPLICATIONS FOR PRIMARY DEPOSITORY BANK SERVICES RECEIVED FROM FINANCIAL INSTITUTIONS THAT ARE NOT DOING BUSINESS WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY.**

**WHEREAS;** Chapter 105 of the Texas Local Government Code requires the City to competitively solicit financial institutions located within the City's municipal boundaries to provide primary depository bank services; and

**WHEREAS;** Chapter 105 of the Texas Local Government Code further allows the City Council to adopt a written policy permitting the consideration of applications received from financial institutions that are not doing business within the City's municipal boundaries when it is deemed to be in the best interest of the City; and

**WHEREAS;** the number of financial institutions located within the municipal boundaries of the City that can provide primary depository bank services is limited; and

**WHEREAS;** it is in the best interest of the City to include financial institutions from outside the City's municipal boundaries to ensure a competitive application solicitation process.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bunker Hill Village, Texas ("City"):

**Section 1.** That the matters stated in the preamble are hereby found to be true and correct.

**Section 2.** That the attached written policy of the City of Bunker Hill Village, Texas is hereby approved.

**Section 3.** This Resolution shall become effective upon the date of passage.

**PASSED AND APPROVED on this 15<sup>th</sup> day of June 2021.**

**APPROVED AS TO FORM:**

**APPROVED:**

\_\_\_\_\_  
Loren B. Smith, City Attorney

\_\_\_\_\_  
Robert P. Lord, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen H. Glynn, Acting City Secretary

**CITY OF BUNKER HILL VILLAGE, TEXAS**  
**PRIMARY DEPOSITORY BANK SOLICITATION**  
**BOUNDARIES POLICY**

**June 2021**

- As permitted by Chapter 105 of the State of Texas Local Government Code, it is the Policy of the City of Bunker Hill Village, Texas to accept applications to serve as the City's Primary Bank Depository from financial institutions ("banks, credit unions, savings associations") doing business from outside of the City's municipal boundaries.
- The bank, credit union, or savings association must maintain a place of business within the State of Texas and offer the services required by the depository services contract.
- The City will limit the selection of those financial institutions to specified locations outside of the City's municipal boundaries, determined by the consideration of operational convenience and increased competitiveness. The specified locations will be determined by City staff and disclosed in the Notice, advertisements (local and general circulation), and the Request for Applications.