

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

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**Agenda Date:** October 19, 2021

**Agenda Item No:** IV

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

**Exhibits:** Chief's Monthly Report (September)

- Fire Department Assists
- 2021 Burglary Map – September 31, 2021
- 2021 Auto Burglary Map – September 31, 2021
- ALPR Hit Locations
- ALPR Recoveries & List
- Hits/Read by Camera
- 2021 Total Incidents to Date
- Officer Committed Time Report to Date
- Hiring Metrics

**Clearance:** Karen Glynn, City Administrator

### **Executive Summary**

The Police Commission Report will include the following items:

A. Update on Activities

The Police Commissioner and Police Chief will present these items.



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

*Raymond Schultz*  
 Chief of Police

October 13, 2021

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: September Monthly Report

During the month of September MVPD responded/handled a total of 7,050 calls/incidents. 5,739 House watch checks were conducted. 389 traffic stops were initiated with 415 citations being issued for 675 violations. (Note: 13 Assists in Hedwig, 52 in Houston, 1 in Spring Valley and 0 in Hillshire)

*Calls/Events by Village were:*

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	2488/23,719	2121/20,593	1	35/80/115	9@4:59
Piney Point:	1791/18,826	1450/15,727	7	57/74/131	4@3:53
Hunters Creek:	2668/28,669	2166/24,707	10	100/69/169	10@3:48
				Cites/Warn/Total	23@4:17

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

Call Type	#	Call Type	#	Citations	#
False Alarms:	176	Ord. Violations:	13	Speeding:	156
Accidents:	18	Information:	33	Exp. Registration:	66
ALPR Hits:	100	Suspicious Situations	120	No Ins:	64
Assist Fire:	59	Loud Party	7	No License	47
Assist EMS:	32	Welfare Checks:	12	Stop Sign	49

*This month the department generated a total of 93 police reports.*

*BH-19, PP-38, HC-36, HOU - 0*

Crimes Against of Persons (2)

Assault	1
Assault – Family Violence	1

Crimes Against Property (18)

Burglary of a Motor Vehicle	8	Theft Misd.	6
		Fraud/ID	4

Petty/Quality of Life Crimes/Events (73)

ALPR Hits (valid)	5	Public Intoxication	2
Misc. Reports	43	Information Reports	23

Arrest Summary: Individuals Arrested (15)

Warrants	8	Felony	0
Class 3 Arrests	5	DWI	2

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	3,556,540	5,040,063	70.6%
• Operating Expense:	686,208	899,881	76.2%
• Total M&O Expenditures:	4,242,748	5,939,944	71.4%
• Capital Expenses:	169,817	169,500	100.2%
• Net Expenses:	4,412,565	6,109,444	72%

Follow-up on Previous Month Items/Requests from Commission

- The vehicles scheduled for salvage (FY2021) were sold this month at auction. Over \$43,000 was received for the vehicles. The funds were deposited into the vehicle account.
- The MVPD accepted the delivery of an electric police patrol bicycle from the MVPD Foundation. The new bicycle has an electric assist that will allow the bike to reach speeds of 30 MPH. The bicycle has oversized tires that allow for it to float over wet grass without bogging down.

Personnel Changes/Issues/Updates

- Staff continue to accept applications and to test for both officer and dispatcher positions. Several entry level dispatcher applicants have tested however, have withdrawn after learning the position requires nightshift work or due to integrity issues in their backgrounds.

Major/Significant Events

- On September 2<sup>nd</sup> one of our serial mail thieves returned to the area in a stolen vehicle. Officers were alerted to his presence by the ALPR system. Officers located the suspect driving on a residential street. Officers attempted to stop him however he fled. Officers called off the pursuit due to the dangerous driving of the suspect. An arrest warrant has been issued for the suspect.
- On September 3<sup>rd</sup> a customer was fueling her vehicle at the Shell Station located at 8500 Katy Freeway when a slider stole her designer purse from her vehicle. As the suspect was fleeing, he struck her vehicle. The victim was a CCH licensee and produced her handgun firing at the suspect vehicle. No one was injured. The suspect fled and has not yet been located.
- On September 13<sup>th</sup>, two juvenile auto burglars were apprehended on Timberknoll. The suspects had been entering unlocked vehicles when a resident observed one under his carport. Both had to be released to their parents after the Juvenile Justice Center would not accept them.
- Hurricane Nicholas ascended on the villages on September 14<sup>th</sup>. MVPD had pre-staged staff staying at nearby hotels and called in additional personnel at 0200 Hours. Officers assisted in the clearing of downed trees and responding to numerous alarms due to local power outages. Limited localized flooding only with no significant damage.

Status Update on any Major Projects

- MVPD hosted an evening RAD55+ Class at Chapelwood Church. An evening class scheduled for October was advertised and quickly filled up within hours of being posted on V-LINC.
- Officers attended several 911 events during the month to include: a parade at Hunters Creek Elementary School and a Girl Scout Hero's event at the HC City Hall Pavilion. The Creekside Neighborhood Association provided lunch to staff on 9/11/21.

V-LINC new registrations in September: +33

BH – 1413(+10)

PP – 1005 (+10)

HC – 1452 (+8)

Out of Area – 478 (+5)

## September VFD Assists

Calls received directly by MVPD via 911/3700

<u>Priority Events</u>	<u>Average Response Times</u>
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Total – 11	5:25
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Fire – 4	6:39
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EMS – 7	4:43
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### By Village

BH Fire – 3	7:18
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BH EMS – 2	4:24
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PP Fire – 1	4:43
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PP EMS – 0	0
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HC Fire -0	0
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HC EMS -5	4:51
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### Combined VFD Events (Priority + Radio)

Total – 53	4:16
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Fire – 35	4:07
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EMS – 18	4:29
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### Radio Call Events

Total – 42	3:54
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Fire- 31	3:43
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EMS- 11	4:21
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### Radio Call Events by Village

BH – 13	3:30
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PP – 12	3:37
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HC – 17	4:28
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## 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
11612 Memorial	No	Open Door
11612 Memorial	No	Key in Door
8429 Katy Fwy	No	Smash Door
10903 Wickwild	Yes	Open Garage

## 2021 Robberies

Address	MO
11702 Greenbay	Walker



Daytime Burglary



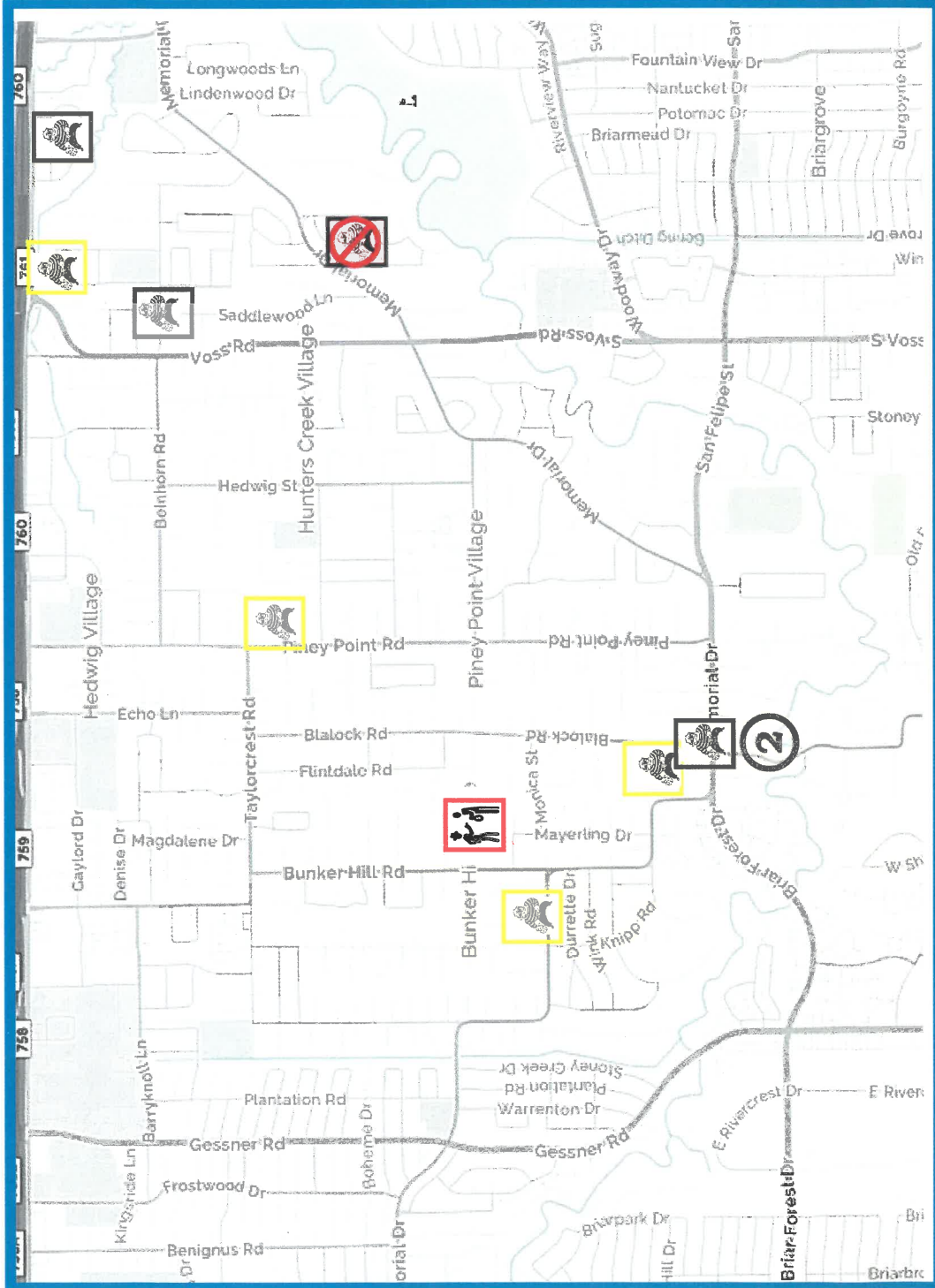
Nighttime Burglary



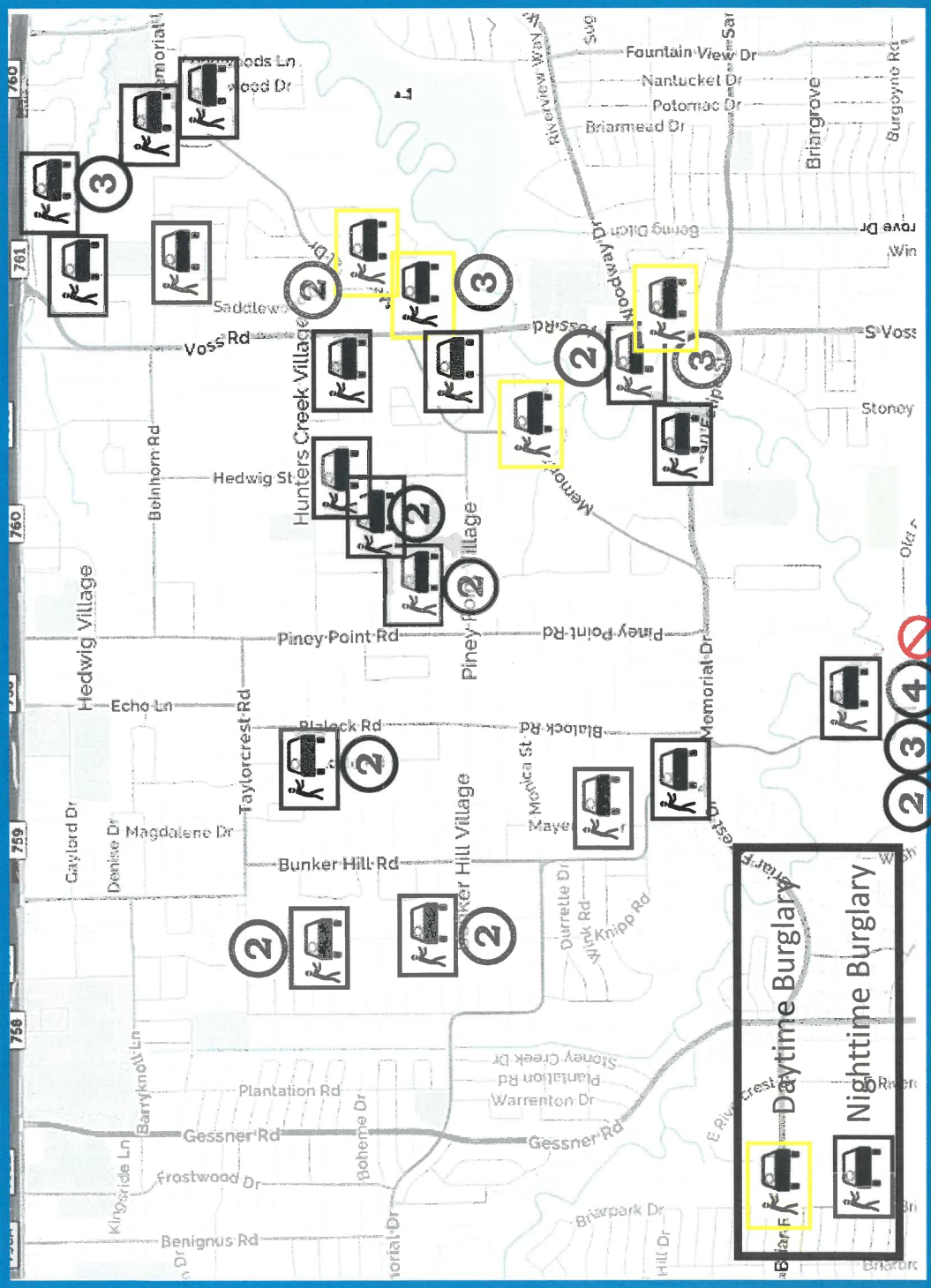
Robbery

2

9/31/21

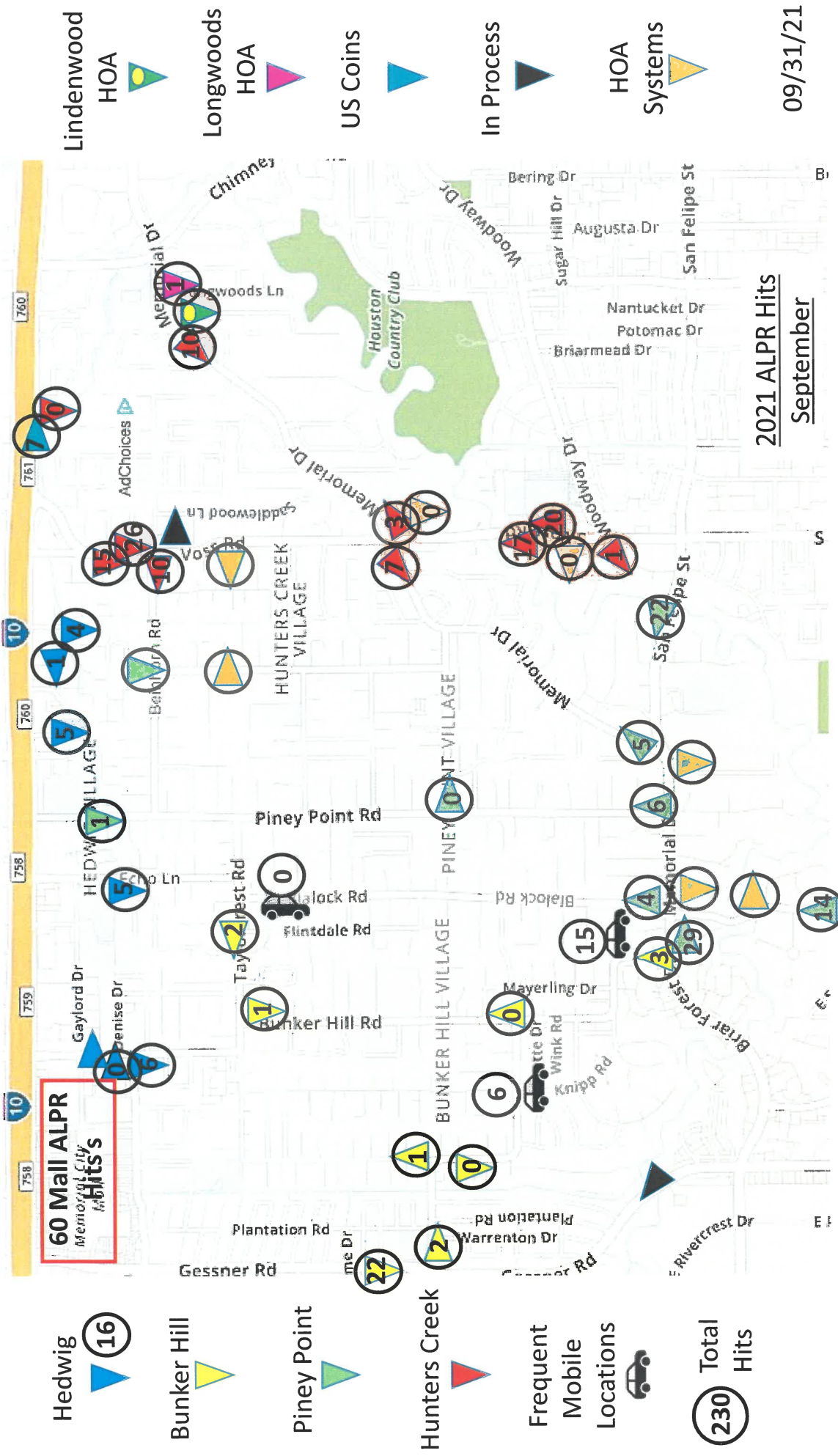


# 2021 Auto Burglary Map



## Address

- 10709 Memorial (jugging) POE
- 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
- 1116 Riverglyn UNL Door
- 10709 Memorial UNL Door
- PP City Hall Side Win Smash
- 11701 Forest Glen UNL Door
- 733 Creekside UNL Door
- 218 Bylane UNL Door
- 30 Windemere UNL Door
- 8525 Katy Fwy UNL Door
- 10700 Memorial Side Win Smash
- 11715 Timberknoll UNL Door
- 8525 Katy Fwy UNL Door
- 335 Piney Point UNL Door
- 3 Saddlecreek UNL Door
- 1108 Riverbend UNL Door



**60 Mail ALPR**  
Memorial City  
Hits

Hedwig **16**

Bunker Hill

Piney Point

Hunters Creek

Frequent Mobile Locations

**230** Total Hits

Lindenwood HOA

Longwoods HOA

US Coins

In Process

HOA Systems

2021 ALPR Hits  
September

09/31/21





- Lindenwood HOA
- Longwoods HOA
- US Coins
- In Process
- HOA Systems

**2021 ALPR Recoveries**  
September

09/31/21

Hedwig

Bunker Hill

Piney Point

Hunters Creek

Frequent Mobile Locations

1

5 Recovered Vehicles

1 Investigative Leads

1

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 Corrolz		2 \$ 26,000.00	Car Jacking	16-May
29	GYL2571	Chev PU		2 \$ 41,000.00	Prostitute	25-May
30	1275 E1	Niss Rog		6 \$ 24,500.00	Prostitute/273	6-Jun
31	MXD4027	Niss Alt		8 \$ 19,500.00		7-Jun
32	NTH2685	Chev Van		2 \$ 31,000.00	Fugitive	10-Jun
33	NTV6211	Toy Cor	River	\$ 17,000.00	Mail Thieves	10-Jun
34	LDCV51	Kia Van		19 \$ 19,000.00	Fraud	12-Jun
35	MVL3523	Mini		8 \$ 22,500.00		27-Jun
36	LTR3263	Audi		17 \$ 37,000.00	Burglar	8-Jul
37	CWX5690	Tou Rav4		4 \$ 17,500.00	fugitive	9-Jul
38	DGJ6939	Buick Sed		6 \$ 11,000.00	Drugs-Mail	17-Jul
39	DCJ8410	Mercury	Longwd's	\$ 12,000.00	Weapons	18-Jul
40	NHK7400	Ford F250		22 \$ 23,000.00	Stolen PLT and	27-Jul
41	KHT0403	Toy SUV		8 \$ 11,000.00	Warrant	28-Jul
42	N573023	Ford Edge		23 \$ 2,000.00	Fraud	4-Aug
43	AH32929	Uhaul		19 \$ 31,000.00		4-Aug
44	14919H8	Ram 1500		8 \$ 43,000.00	Burglars	7-Aug
45	PRL8380	Honda Ody		1 \$ 22,000.00	Civil	8-Aug
46	NMC1245	Niss Alt		10 \$ 23,000.00	Mail Thieves	26-Aug *STL PL+
47	401278J	Trailer		8 \$ 9,000.00	Fugitive	9-Sep
48	MXK1989	Chev Sil		8 \$ 16,500.00		10-Sep
49	JMA4019	ChevMal		8 \$ 9,000.00	Runaway	13-Sep
50	AE77046	Uhaul		17 \$ 27,000.00	Stolen in Burg	21-Sep
51	LJS9812	Dodge Chg	River	\$ 23,000.00	Fugitive	30-Sep
52	BWE005	MazMX3	Mall	\$ 19,000.00	Mall	4-Oct
53	KXN6727	BMW X3		2 \$ 28,000.00	Fugitive	8-Oct
54	NHT2463	Chry300		8 \$ 22,500.00	Rental	10-Oct

Plate Recoveries

Plate Recove	Date	Links
90561S4	3/1/2021	Paper Fraud Tag
LKW4759	5/23/2021	
KDG6937	7/31/2021	Wanted Subject
NMC1245	8/26/2021	On stolen car same make
JLX5130	9/15/2021	
19614A4	9/13/2021	Stolen Temp
NBJ0628	9/19/2021	

34 of 51 involved in other crimes = 68%

Firearm in vehicle

2021 Value	\$ 1,166,900.00		51
2020 Value	\$ 1,147,500.00	Recovered	61
2019 Value	\$ 438,000.00	Recovered	22
<b>Program Total</b>	<b>\$ 2,752,400.00</b>		<b>134</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
19	07316A8	Niss Sen	Mail Thieves		Arrested	19-Jun
23	BX3C492	Pirus	Selling Drugs		Arrested	26-Jun
Hed	MZZ3574	Ford F150	Theft of Lawn EQPT		Open	7-Jul
10	NMC1245	Niss Alt	Serial Mail Thief		Arrested	26-Aug
11	Golf	Golf	Burglar		Open	14-Sep

## Hits/Reads By Camera

1	22/249,846	17	7/139,727	Total Reads – 3,609,414
2	2/112,372	18	3/107,152	Unique Reads – 1,548,024
3	0/0	19	15/262,636	Hits- 394 - 6 Hit List- 230
4	3/136,932	20	26/344,099	
5	1/90,171	21	17/236,032	
6	2/77,102	22	20/363,498	
7	29/239,007	23	22/214,910	
8	14/254,414	24	6/127,618	
9	6/64,253	25	0/59,400	
10	5/103,537	26	0/31,438	
11	0/30,834	29	Riverbend 1/2,506	
12	1/77,501	Station	0/3,781	
13	0/0	#172	15/98,935	
14	10/78,749	Trailer	0/343	
15	0/5,943	Strey	1/15,158	
16	10/85,081			

# Plate Reads Summary

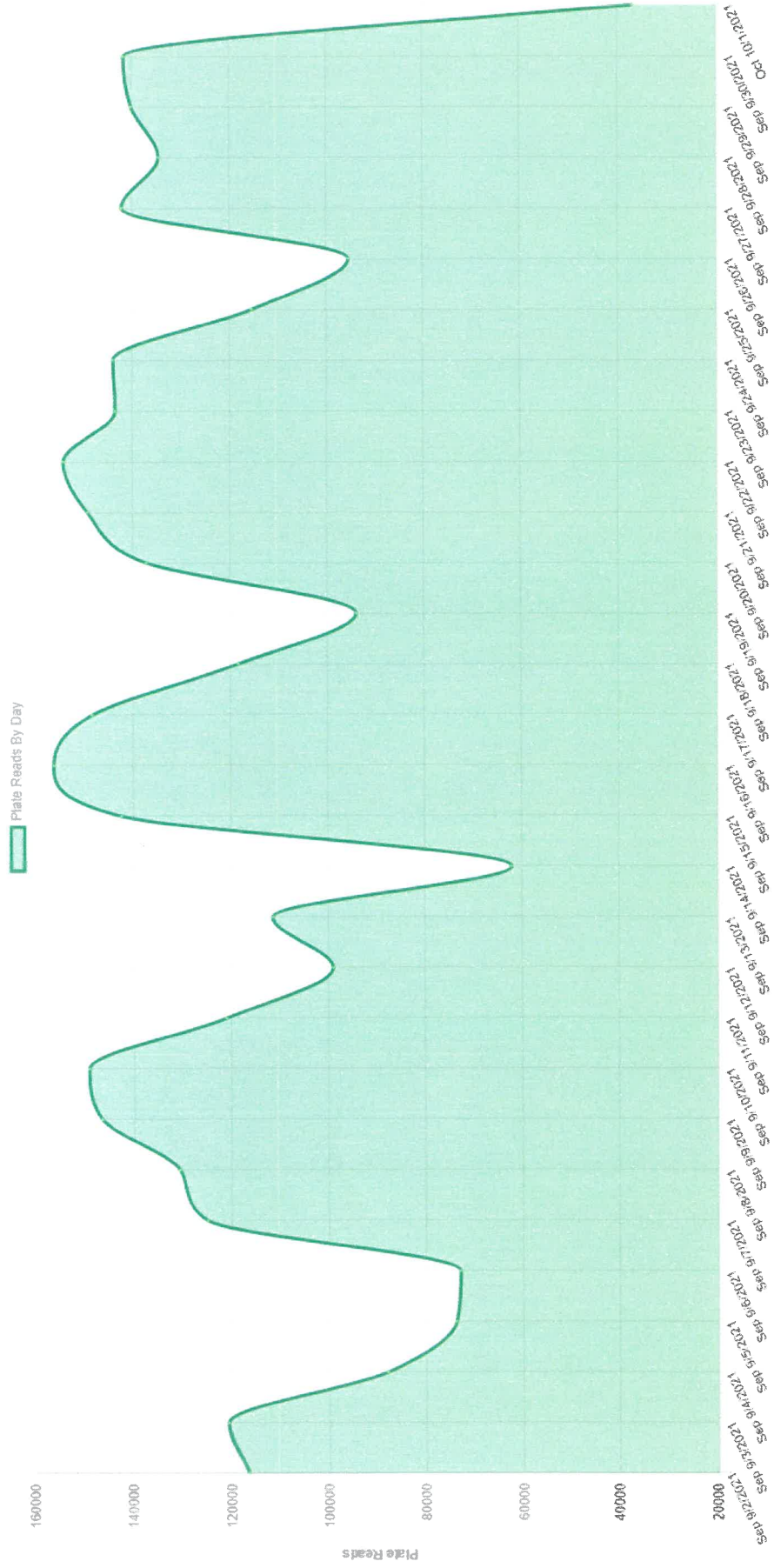
Total Plate Reads:  
3,609,414

Export 

Sep 2 - Oct 1

Cameras (30) ▾

Search



# Unique Plate Reads Summary

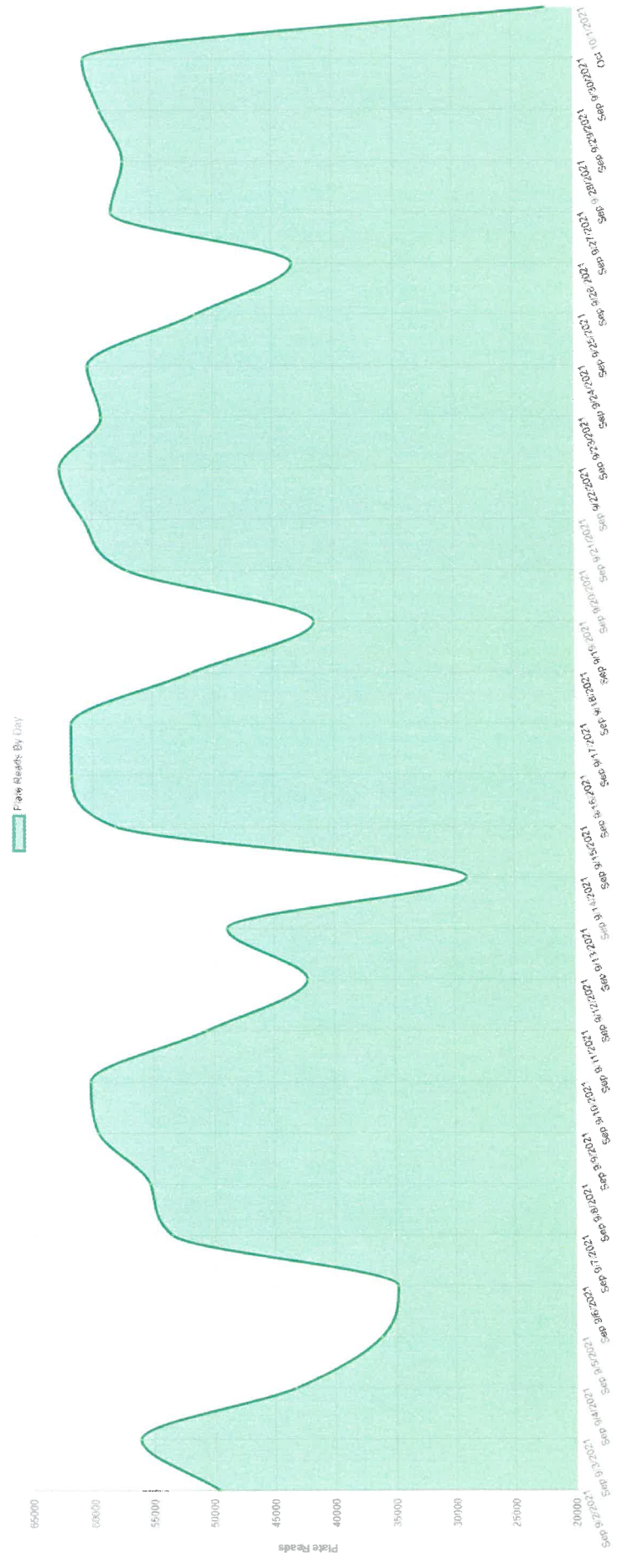
Total Unique Plate Reads:  
1,548,024

Export  CSV

Sep 2 - Oct 1

Cameras (30) ▾

Search





# All Categories

## Hits Report

Total Hits:  
394

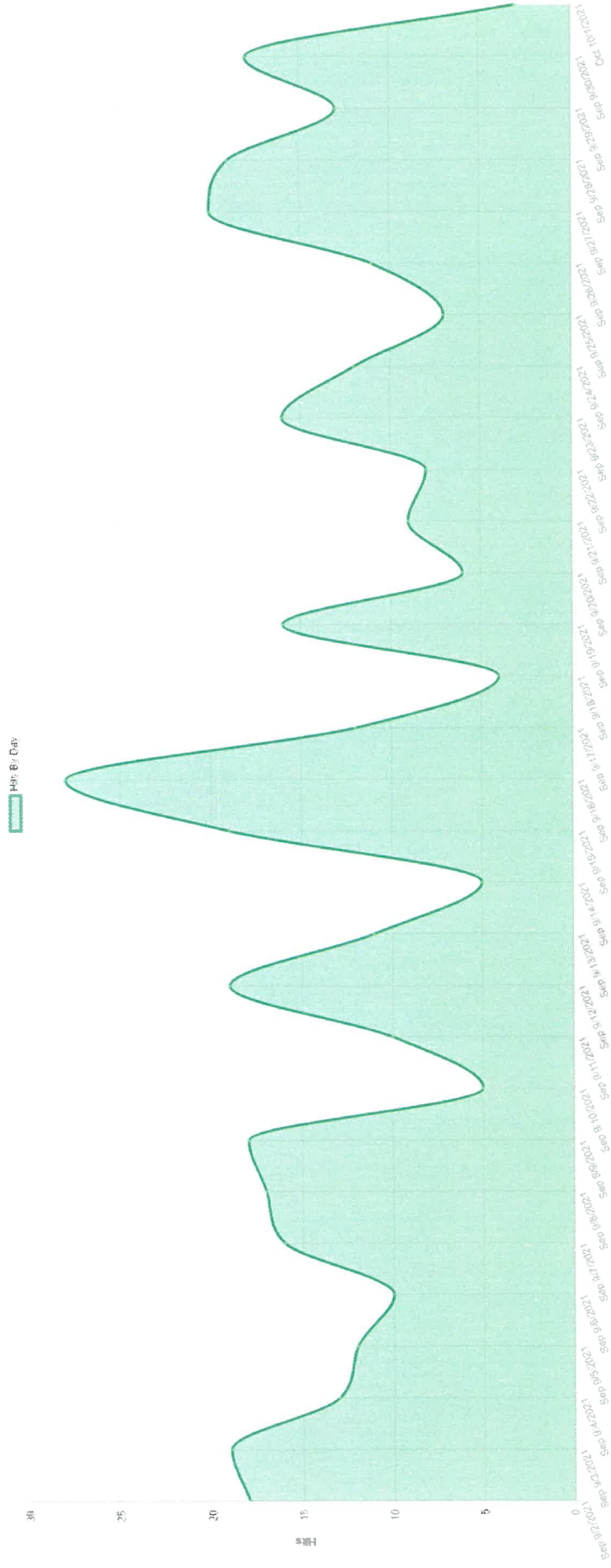
Export 

Sep 2 - Oct 1

Topics (14)

Cameras (30)

Search



# Top 6 Categories

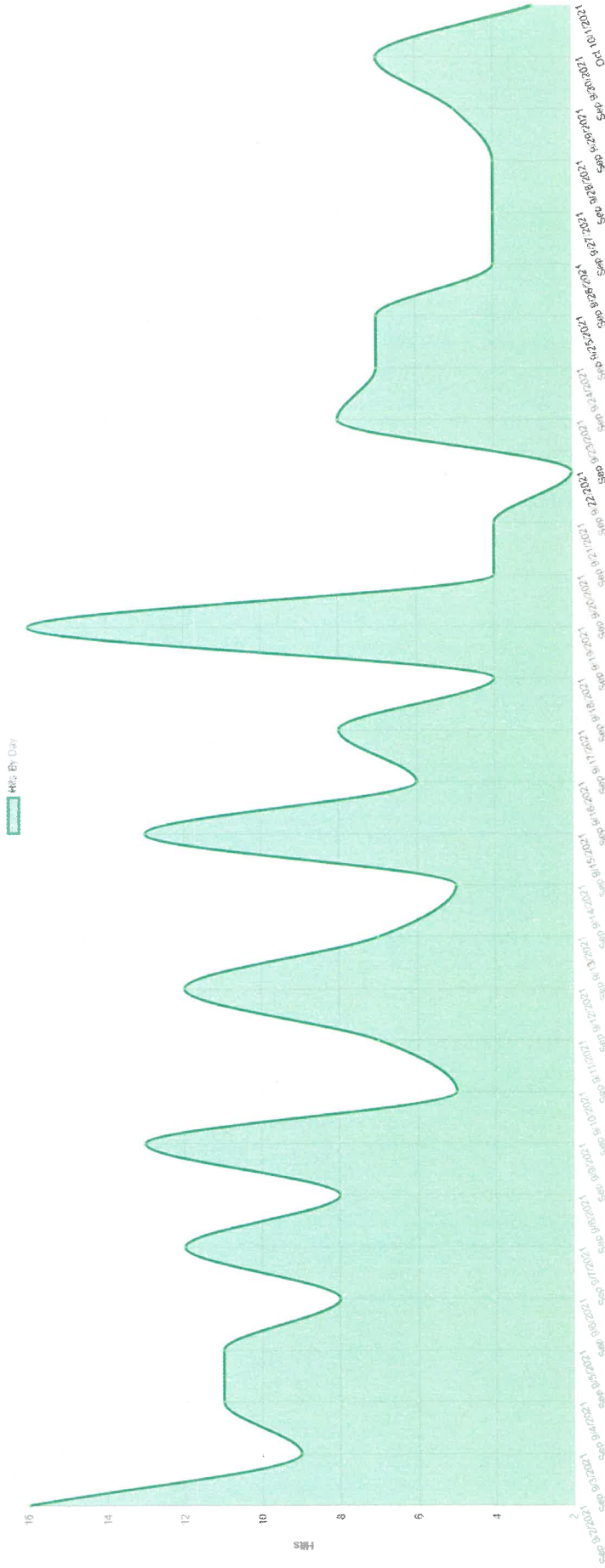
## Hits Report

Total Hits:  
230

Export  CSV

Sep 2 - Oct 1

Topics (6)  Cameras (30) 



# Sex Offenders

## Hits Report

Total Hits:  
2

Export 

Sep 2 - Oct 1

Topics (1) ▾

Cameras (30) ▾

Search

Hits By Day





## 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	2:09:49	7:38:50	5:01:13	0:52:11					0
BIEHUNKO, JOHN	23:07:01	19:19:59	14:04:18	12:55:49	17:39:07	13:24:26	28:52:16	3:04:24	15:00:36				1	27
BOGGUS, LARRY	7:55:02	20:20:04	5:40:37	10:56:38	5:10:26	1:43:35	8:55:13	4:33:09	0:50:53					0
BRACHT, DANIEL	17:07:03	11:15:42	9:46:04	6:46:17	10:42:15	2:18:36	9:32:56	7:08:44	1:48:52				0	1
BURLESON, Jason	12:12:34	18:10:56	10:39:53	13:49:14	17:04:01	12:48:05	19:51:20	16:26:16	24:12:55				8	15
CADENA, VANESSA	18:00:04	12:07:28	24:08:28	10:26:28	12:23:19	16:34:39	15:29:05	22:04:13	8:01:39				1	4
CANALES, RALPH EDWARD	16:04:00	7:27:16	14:33:16	15:02:51	12:18:48	17:39:17	15:05:58	12:13:54	13:51:20				5	24
GERNY, BLAIR C.	* 7:56:59	4:17:26	7:37:24	9:13:59	11:30:49	5:30:29	22:13:46	15:34:45	13:35:49				2	0
HARWOOD, NICHOLAS	18:15:14	15:46:27	14:27:52	11:56:07	19:13:33	10:50:16	12:19:00	15:19:41	16:51:51				7	10
JARVIS, RICHARD	10:46:12	28:53:18	23:27:39	16:31:49	9:17:32	22:40:23	19:08:52	10:59:24	22:09:11				2	33
JOLIVET, CHARLES	11:59:12	9:59:43	10:18:23	15:17:10	22:51:51	8:20:21	0:00:00	0:00:00	0:00:00					0
JONES, ERIC	* 0:31:48	0:06:32	0:00:00	0:00:00	0:05:23	0:00:00	1:38:50	1:14:48	0:14:18					0
KELSO JR, RONALD K	15:55:08	2:04:16	15:04:52	12:24:25	18:36:33	15:40:55	23:40:16	20:14:53	21:08:46				7	31
Kukowski, Andy									4:55:51				2	24
Lowrie, Andy														
MCELVANY, ROBERT	15:06:05	10:55:03	7:34:12	14:51:04	7:40:03	6:40:44	31:12:08	41:36:01	38:10:32				7	51
MILLER, OSCAR	* 11:42:37	16:13:37	16:55:40	6:53:42	23:58:45	8:36:01	16:39:36	3:23:54	2:20:10				3	6
NASH, CHRISTOPHER	13:30:51	14:08:19	13:58:31	13:30:18	19:37:33	14:04:38	9:32:58	10:37:45	17:23:34				1	3
Ortega, Yesenia									0:00:00				5	4
OWFENS, LANE	* 4:42:45	0:12:48	2:33:47	2:05:39	0:00:00	0:39:21	1:37:08	0:52:49	0:12:58					0
PAVLOCK, JAMES ADAM	7:56:41	9:16:17	3:48:02	8:41:59	11:23:34	3:39:55	3:41:25	4:13:55	12:38:44				3	37
RODRIGUEZ, CHRISTOPHER	* 5:37:51	7:31:36	3:54:08	6:27:54	4:05:17	6:45:09	8:40:31	5:50:17	8:56:02					0
SCHANMEIR, CHRISTIAN	2:03:24	11:09:37	22:03:09	13:23:38	15:21:03	35:38:00	31:11:55	16:18:31	31:16:46				8	25
SCHULTZ, RAYMOND	* 0:00:00	0:49:06	0:00:56	1:01:23	2:24:51	0:59:42	1:34:39	0:50:03	0:26:41					0
SILLIMAN, ERIC	16:45:18	18:58:22	19:39:33	13:27:53	12:35:27	10:45:35	7:13:22	16:02:37	16:52:17				3	13
SISSON, KYLE J	* 0:58:16	0:15:03	0:00:00	0:00:28	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00					0
SPRINKLE, MICHAEL	1:19:49	4:18:27	6:30:48	5:23:43	6:58:37	3:22:06	5:52:46	3:37:51	13:38:29				3	5
TAYLOR, CRAIG	14:41:29	12:18:05	11:35:47	10:15:58	17:10:22	19:04:50	16:19:36	20:28:11	27:44:07				7	34
TORRES, PATRICK	14:43:57	13:30:08	13:27:58	16:10:17	28:54:02	16:12:23	12:03:12	10:32:36	14:21:28				1	11
TUGGLE, JAMES	8:01:57	13:07:32	13:22:19	15:25:17	18:29:52	11:37:22	4:49:22	21:58:07	10:26:32				2	2
VALDEZ, JUAN	17:55:02	21:37:31	25:08:41	12:08:45	19:10:40	19:47:07	33:08:24	20:38:47	23:36:33				3	21
VASQUEZ, MONICA	23:38:14	15:16:42	15:32:19	16:21:37	9:48:28	20:24:37	35:09:41	13:51:11	22:04:34				2	17
WHITE, TERRY	23:35:00	19:20:08	19:55:44	14:16:38	17:33:08	31:39:37	12:21:50	22:42:41	27:47:45				8	17
													93	415

\* = Admin Asmt.

t = temporary

Dispatch Committed Time													Totals
911 Phone Calls	302	314	231	279	310	315	373	387	360				2871
3700 Phone Calls	2189	3536	2566	2301	2359	2490	2606	2585	2501				23133
DP General Phone Calls*	54:30:49	90:01:08	62:57:40	55:10:01	55:48:51	63:16:21	68:36:54	63:02:19	59:07:42				

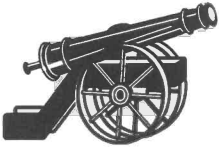
\* This is the minimal time as all internal calls route through the 3700 number.



### 2021 Recruiting and Hiring Metrics

Number of:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Inquiries Phone/Internet	16	13	9	11	7	13	6	7	5			
Inquiries InPerson	0	1	0	0	0	3	0	4	0			
Applications Received	0	5	2	2	1	3	1	4	4			
Signed up to Test	0	5	5	0	0	3	0	3	2			
Showed up to Test	0	0	5	0	0	3	0	3	2			
Passed Test	0	0	4	0	0	3	0	3	2			
Completed PIQ	0	0	4	0	0	3	0	3	2			
Passed BG	0	0	1	0	0	0	0	3	2			
Passed Chief's Selection	0	0	1	0	0	N/A	0	2	N/A			
Offered Employment	0	0	1	0	0	N/A	0	2	N/A			
Hired	0	0	1	0	0	N/A	0	2	N/A			

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

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**Agenda Date:** October 19, 2021

**Agenda Item No:** V

**Subject/Proceeding:** FIRE COMMISSION LIAISON REPORT

**Exhibits:** September Report - Number of Incidents to Date

**Clearance:** Karen Glynn, City Administrator

**Executive Summary**

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

- A. Update on Activities
- B. Progress on Renovation of Fire Station and Expected Completion Date

The City's Liaison will provide this report.

Thru Sept 2021

1	2 Total Number of YTD Incidents 2021										3		4		5		6		7		8		9		10		11		12		13		14		15	
	Fire	EMS	Total	# LT EMS	Life Threatening (LT) EMS Incidents		Life Threatening (LT) Fire Incidents		# LT Fire	Natl Stand. 6:30	of 90%	Natl. Stand 10:30	of 90%	Response Time	Response Time	% of 2021 Calls are:	Fire	EMS	% of 2021 Calls are:	Fire	EMS	% of Fire Calls	Fire Alarms	% of Fire Calls												
					Natl Stand. 6:30	1st Resp. Time	Natl. Stand 10:30	ALS Resp Time																	Natl Stand. 6:50	Response Time										
Bunker Hill Village	198	92	290	37	3:48	100%	6:23	100%	9	4:36	100%	100%	4:36	100%	68%	32%	93	47%																		
Hedwig Village	160	174	334	98	3:22	100%	3:15	100%	27	3:19	100%	100%	3:19	100%	48%	52%	73	46%																		
Hilshire Village	26	38	64	21	2:54	100%	4:50	100%	4	4:16	100%	100%	4:16	100%	41%	59%	9	0%																		
Hunters Creek Village	330	154	484	63	4:03	100%	5:41	100%	28	5:19	100%	100%	5:19	100%	68%	32%	148	45%																		
Piney Point Village	230	110	340	48	4:19	100%	5:17	100%	18	5:18	100%	100%	5:18	100%	68%	32%	102	44%																		
Spring Valley Village	212	149	361	75	2:53	100%	4:20	100%	20	4:04	100%	100%	4:04	100%	59%	41%	57	27%																		
Houston	83	0	83																																	
<b>Totals</b>	<b>1239</b>	<b>717</b>	<b>1956</b>	<b>342</b>	<b>3:34</b>	<b>100%</b>	<b>4:47</b>	<b>100%</b>	<b>106</b>	<b>4:33</b>	<b>100%</b>	<b>100%</b>	<b>4:33</b>	<b>100%</b>	<b>63%</b>	<b>37%</b>	<b>482</b>	<b>35%</b>																		

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

Column 1: Reflects the cities listed within the chart.

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

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

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

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

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

Column 7: Reflects the year to date, first responder's response times for each jurisdiction.

Column 8, Row A, Reflects the National Standard of the percentage of calls which the national standard should be met: 90%

Column 9: Reflects the year to date, percentage of calls which the national standard is met during life threatening EMS calls.

Column 10 Row A: Reflects the National Standard for total response time for life threatening EMS calls for arrival of Advanced Life Support Equipment and Personnel: 10 minutes 30 seconds.

Column 11: Reflects the year to date, Advanced Life Support equipment and personnel response time for life threatening calls within each jurisdiction.

Column 12 Row A: Reflects the National Standard of the percentage of calls which the ALS standard should be met: 90%

Column 13: Reflects the year to date, percentage of calls, which the national standards is met of ALS response for each jurisdiction.

Column 14: Reflects the year to date, number of life threatening "Fire Type" calls within each jurisdiction.

Column 15: Reflects the year to date, average total response time to fire type calls within each jurisdiction.

Column 16: Reflects the year to date, percentage of life threatening fire type calls which meet or exceed the National Standard.

Column 17: Reflects the year to date, percentage of calls which are "fire type" calls.

Column 18: Reflects the year to date, percentage of call which are "EMS" calls.

Column 19: Reflects the year to date number of Fire Alarms within each jurisdiction.

Column 20: Reflects the percentage of fire type calls which are fire alarms.



**ORDINANCE NO. 21-560**

**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, May 18, 2021, June 15, 2021, August 17, 2021, and September 21, 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 forty (40) 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 40 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 19th day of October 2021.

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Robert P. Lord, Mayor

ATTEST:

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Karen H. Glynn, Acting City Secretary

Dear Ms. Glynn,

Your City should have recently received an email regarding the National Opioid Settlement (“Settlement”). This memo is intended to give you general information on what the Settlement is and how it may affect your City. This memo will also inform you of what you need to do to obtain the potential settlement funds already allocated to your City. This memo is *not* intended to encompass every detail of the Settlement and we encourage you to contact us with further questions.

This Settlement is essentially a *conditional* Settlement between the Manufacturer and Distributors (collectively “Defendants”) of certain opioids and the Nation which their product has harmed. The Settlement is contingent on state and local participation and incentive opt in. This opt in requires that states and local municipalities (not private parties) release all present and future claims against said Defendants and in return, receive an allocated Settlement amount to be used to prevent and mitigate the harmful effects of the opioid crisis. Note that there will be specific requirements for spending the allocated Settlement amount.

Your City does not have pending litigation against these Defendants. Any citizen or business in your City that may have pending litigation or future claims against these Defendants will not be affected by your City’s participation in this settlement.

Phase one of the Settlement dealt with state participation. Texas, along with 41 other states, opted into this conditional settlement. These 42 “Settling States” qualified as a “critical mass” and has allowed this Settlement to proceed to phase two: subdivision participation. The subdivisions of each Settling State (including your City) will have 120 days to determine whether they will participate the settlements. **The deadline to opt in is January 2, 2022.** The Defendants will then have 30 days to determine whether the percentage of participating subdivisions qualifies as a “critical mass”. If so, the Consent Judgments will be finalized. If the percentage of participating subdivisions does not qualify as a “critical mass”, those in litigation will remain the and the Settlement will not take effect.

The total Settlement amount is approximately \$26 billion. Texas could potentially receive up to approximately \$1.5 billion. Your City has been allocated \$472.00.

We encourage your City to participate in this Settlement. Because your City is not involved in pending litigation, there are no current claims to release. Additionally, the City is not stripping any private right of individuals in your City to continue a claim or pursue a claim against these Defendants. By participating in this Settlement, you will contribute to the effort to get a “critical mass” enabling the Settlement to move forward, and in turn, receive the allocated funds.

To receive these funds, the City will need to submit three documents to [opioids@oag.texas.gov](mailto:opioids@oag.texas.gov). The first is a Resolution authorizing the City to participate in the Settlement. The second and third documents are the “Subdivision Participation Form (JNJ)” and “Subdivision Participation Form (Distributors)”. These participation forms along with a draft Resolution are attached. Finally, the Texas Term Sheet will be incorporated and attached as an exhibit to your Resolution. Please follow normal Resolution protocol. It is important to note that this Resolution needs to be considered sooner rather than later because the deadline to opt into participation in this Settlement is **January 2, 2022**. We recommend adding this matter to the agenda for one of your upcoming meetings.

We appreciate your attention to this matter. Please do not hesitate to reach out to our office with questions or concerns.

**RESOLUTON NO. 10-19-2021A**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, AUTHORIZING PARTICIPATION IN THE NATIONAL OPIOID SETTLEMENT AGREEMENTS SECURED BY THE OFFICE OF THE ATTORNEY GENERAL AS A “NON-LITIGATING SUBDIVISION”; AND, AUTHORIZING THE MAYOR TO EXECUTE CERTAIN SETTLEMENT PARTICIPATION DOCUMENTS.**

**WHEREAS**, the City of Bunker Hill Village, Texas (the “City”) obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, the “Defendants”) have engaged in fraudulent or reckless marketing or distribution of opioids that have resulted in addictions and overdoses; and

**WHEREAS**, these actions, conduct and misconduct have resulted in significant financial costs to the United States and the State of Texas; and

**WHEREAS**, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group representing political subdivisions in the State of Texas entered into an Agreement entitled, “Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet” (the “Texas Term Sheet”), approving the allocation of any and all opioid settlement funds within the State of Texas, with the Texas Term Sheet being attached to this Resolution as Exhibit “A”; and

**WHEREAS**, the City desires to adopt and approve the Texas Term Sheet in its entirety; and **NOW, THEREFORE**,

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

**SECTION 1. THAT** the statements provided in the caption and the recitals of this Resolution are true and correct and are adopted herein for all intents and purposes.

**SECTION 2. THAT** the City Council of the City (the “Council”) hereby finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City.

**SECTION 3. THAT** the Council hereby acknowledges that the purpose of the Texas Term Sheet is to permit collaboration between the State of Texas and political subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants, as defined therein.

**SECTION 4. THAT** the Council hereby acknowledges that an additional purpose of the Texas Term Sheet is to create an effective means of distributing any potential settlement funds obtained under the Texas Term Sheet between the State of Texas and political subdivisions in a manner and

means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in the City and throughout the State of Texas.

**SECTION 5. THAT** the Texas Term Sheet be approved and adopted in its entirety, including the allocation method for opioid settlement proceeds.

**PASSED AND APPROVED ON THE 19TH DAY OF OCTOBER 2021.**

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

**ATTEST:**

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

**EXHIBIT A – THE “TEXAS TERM SHEET”**

**TEXAS OPIOID ABATEMENT FUND COUNCIL AND  
SETTLEMENT ALLOCATION TERM SHEET**

**WHEREAS**, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

**WHEREAS**, the State of Texas, through its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

**WHEREAS**, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

**THEREFORE**, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

**A. Definitions**

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’



Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

#### **B. Allocation of Settlement Proceeds**

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

### **C. Payment of Counsel and Litigation Expenses**

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

#### **D. The Texas Opioid Council and Texas Abatement Fund**

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

#### **E. Settlement Negotiations**

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval



of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

#### **F. Amendments**

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

#### **Acknowledgment of Agreement**

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:



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**KENNETH PAXTON, JR.**  
**ATTORNEY GENERAL**

FOR THE SUBDIVISIONS  
AND TEXAS MDL PSC:



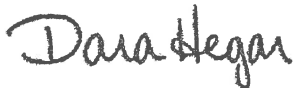
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**MIKAL WATTS**  
**WATTS GUERRA LLP**



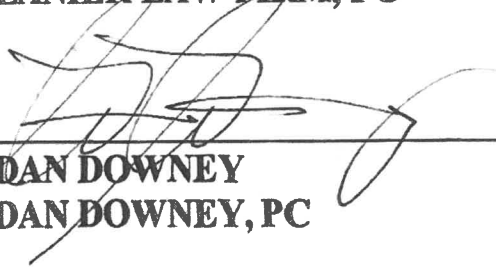
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**JEFFREY SIMON**  
**SIMON GREENSTONE PANATIER, PC**



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**DARA HEGAR**  
**LANIER LAW FIRM, PC**



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**DAN DOWNEY**  
**DAN DOWNEY, PC**

:sas

# EXHIBIT A

## Opioid Abatement Fund (Texas) Settlement

### Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

#### I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

#### A. Membership

The Council shall be comprised of the following thirteen (13) members:

##### 1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

##### 2. *Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

## B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

## C. Governance

### 1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

## *2. Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
  - a. If the Commission must discuss:
    - 1. Negotiation of contract awards; and
    - 2. Matters specifically exempted from disclosure by federal and state statutes.
  - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

## *3. Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

### D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

#### *1. Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the



one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

## *2. Travel Reimbursement*

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

## **II. Duties/Roles**

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

### A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

### B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

### C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

### D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

#### E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

#### F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

# EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Lorraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669



Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broaddus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218



Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendor	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Winderest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnsboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		



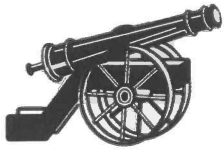
# EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs  
70% of Total (\$700 million)

Health Care Region Allocation\*: \$693 million; Administrative Costs: \$7 million

Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burlison, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

\* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.



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

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**Agenda Date:** October 19, 2021

**Agenda Item No:** VIII

**Subject/Proceeding:** **AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS AND SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, SETTING FORTH THE TERMS AND CONDITIONS OF THE CONSTRUCTION OF DRY UNDERGROUND ADDITIONAL STORMWATER DETENTION CAPACITY ON PROPERTY CURRENTLY OWNED BY SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, PROVIDING FOR ACCESS, AND OTHER MATTERS**

**Exhibits:** Proposed Detention Project - Site Plan  
Draft Interlocal Agreement

**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. The City's modeling exercise found significant results with the added detention and as a result, the Drainage Committee recommended the project to be the highest priority project at this time noting this opportune timing.

Staff worked with SBISD, the Engineers and Durotech (*Contractor for the new school*) to price the detention project, taking into account the timing of the project and constructability details. The City Council agreed to pursue the project and funded \$3.2 in the 2022 Capital Improvements Program.

The Mayor and City Administrator presented the project to the School Board for the Spring Branch Independent School District (SBISD) at the October 4, 2021 Workshop Meeting. The Board was very supportive of the project and plan. As a result, the City Attorney has been working with legal staff from SBISD to develop an interlocal agreement. The latest draft is attached.

An interlocal agreement is scheduled for the SBISD School Board Agenda on October 18, 2021.

# Bunker Hill Elementary School Site Plan

## *BHE Required Detention and City Additional Detention Location*

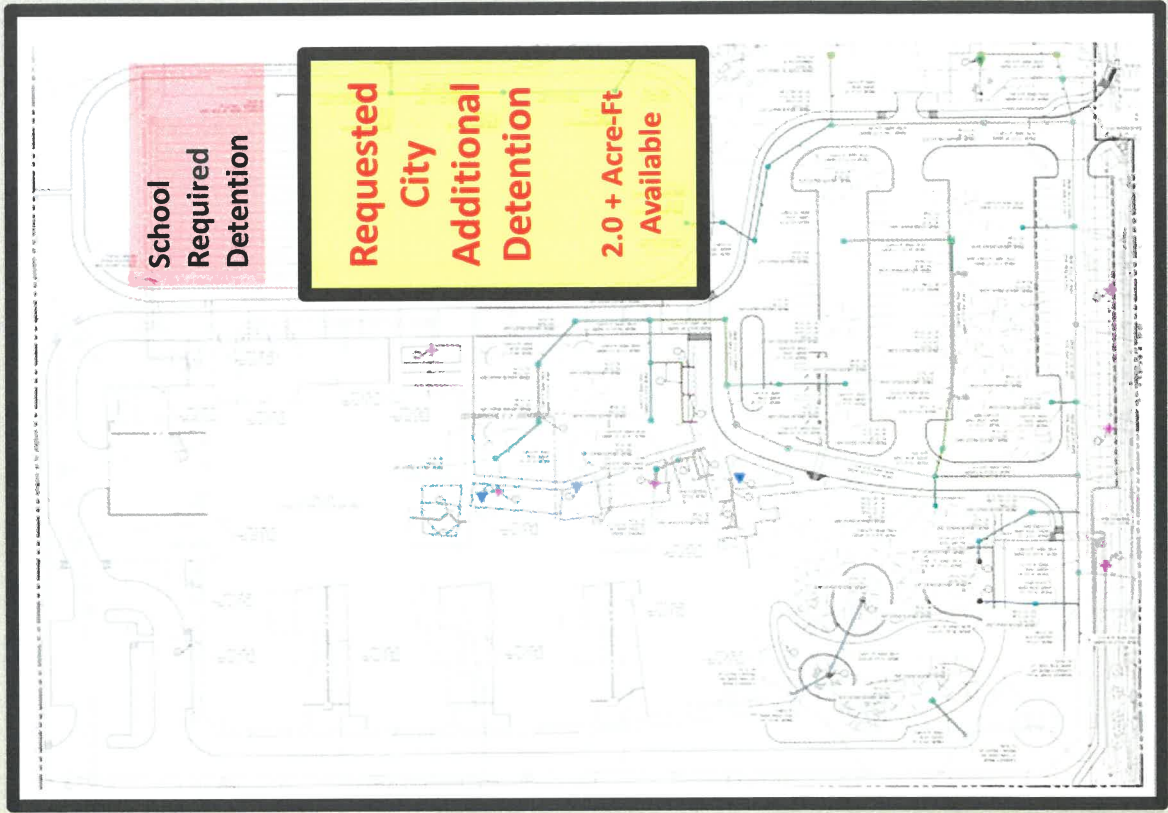
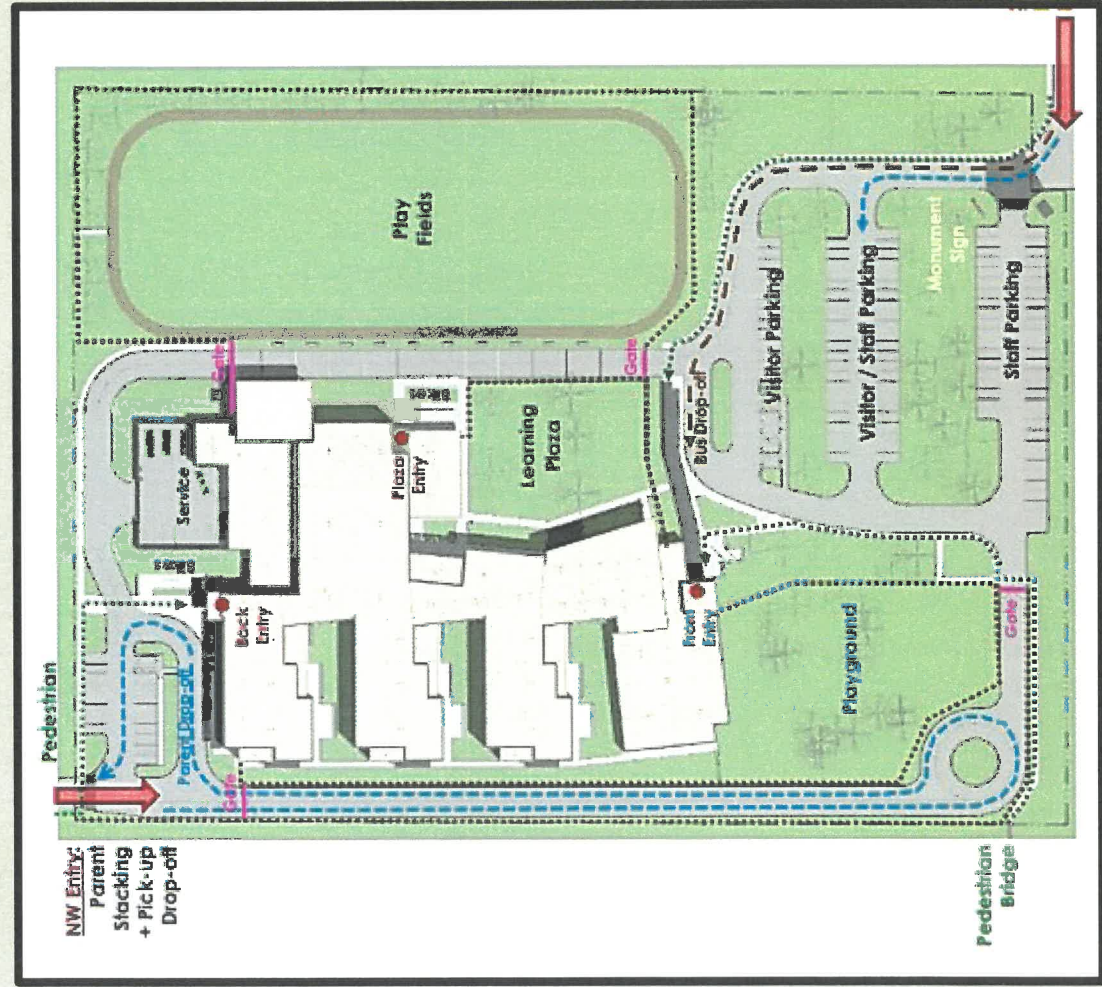


Exhibit A

**AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS AND SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, SETTING FORTH THE TERMS AND CONDITIONS OF THE CONSTRUCTION OF DRY UNDERGROUND ADDITIONAL STORMWATER DETENTION CAPACITY ON PROPERTY CURRENTLY OWNED BY SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, PROVIDING FOR ACCESS, AND OTHER MATTERS**

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

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

WITNESSETH,

WHEREAS, the City desires to construct additional underground detention capacity (the “Additional City Detention”) on a portion of Bunker Hill Elementary School site currently owned by the District; and

WHEREAS, the District desires to convey to the City an underground easement necessary for the operation and maintenance of the Additional City Detention, together with an associated drainage easement necessary for the drainage from such pond to the existing street drainage system; and

WHEREAS, the District is currently under construction for the Bunker Hill Elementary School Reconstruction and will-has constructed an underground detention pond (the “District



Detention Pond”) adjacent to the Additional City Detention on a portion of the Bunker Hill Elementary School Site;

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

1. Following the execution of this Agreement, the City shall cause its engineer to prepare all necessary plans and specifications necessary for the construction of the Additional City Detention in compliance with all requirements set forth by authorities having jurisdiction thereof.
2. Upon the District’s review and approval of such plans and specifications, the District agrees to incorporate the construction of the Additional City Detention into the District’s construction project for Bunker Hill Elementary School Reconstruction Project for the District’s Detention Pond through a change order to the District’s construction contract for ~~the District’s Detention Pond~~Bunker Hill Elementary School Reconstruction Project (the “Change Order”).
3. Upon approval by the District of the Change Order, the City shall tender to the District payment of all costs to be incurred by the District in connection with the construction of the City Detention Pond as shown in the Change Order. Such amount shall include all costs related to the undertaking of such construction of the Additional City Detention by the District, including, without limitation, construction, supervision, and all similar costs incurred by the District in connection thereof, such as additional general conditions of the District’s contractor (all such costs are herein collectively referred to as the “City Detention Construction Costs”). In the event the District incurs additional expenses related

to the construction of the Additional City Detention in addition to those set forth in the Change Order, the City shall reimburse the District for such additional expenses upon written demand from the District, submitted along with sufficient documentation. The cost of the City's Detention is estimated at \$3.1 million.

4. Subject to receipt of the City's payment of the City Detention Construction Costs, the District shall cause construction of the Additional City Detention to commence no later than June 30, 2022, and shall cause such construction to be completed on or around September 30, 2022.
5. The parties hereby agree that the Additional City Detention and the District Detention Pond (collectively, the "Detention Ponds") will be adjacent, but not physically connected to each other.
6. The City agrees and acknowledges that the Additional City Detention shall be a dry underground pond intended to be utilized for purposes of emergency overflow only during extraordinary weather events, as generally defined by NOAA and the National Centers for Environmental Information.
7. Each party shall be responsible for the maintenance of their respective Detention Pond and related drainage easements in good operating condition and repair.
8. Notwithstanding anything herein to the contrary, the City shall be responsible for the initial installation, grading and compaction of soil and the installation of sod over the surface of both Detention Ponds, sufficient for a playfield. The City shall further, at its expense, undertake the installation of ~~ongoing~~ irrigation of the playfield above the Detention Ponds, including installation of a separate irrigation

meter for the playfield. Ongoing maintenance of the irrigation and fields will be the responsibility of the District.

9. The District reserves the right to utilize the surface of the City Detention Pond Easement (as described below) for District purposes, including, without limitation, the construction and operation of playfields. Such use shall also include, subject to a Special Use Permit from the City, the installation and operation of field lighting.
10. Upon completion of the construction of the Additional City Detention, the District agrees to convey to the City the necessary underground access and detention easement as described in Exhibit “A”, attached hereto and incorporated herein by reference, for the use, operation, and maintenance of the Additional City Detention (the “Additional City Detention Easement”). Such easement will be conveyed through an instrument containing a clause stating that in the event that the property subject to the easement ever ceases to be used by the City for the operation of dry underground detention pond, the District shall have the unilateral right to terminate such easement, and thereafter, the property subject to the easement will automatically revert back to the District. The easement shall also contain the termination and relocation provisions set forth in Section 12 of this Agreement.
11. Following completion of the Additional City Detention, the District further agrees to convey to the City a drainage easement, as described in Exhibit “B”, attached hereto and incorporated herein by reference, as reasonably necessary for the Additional City Detention to connect and drain into existing street drainage



system (the “City Drainage Easement”). Such easement will be conveyed through an easement instrument containing a clause stating that in the event that the property subject to the easement ever ceases to be used by the City for the drainage purposes set forth above, the District shall have the unilateral right to terminate such easement, and thereafter, the property subject to the easement will automatically revert back to the District. The easement shall also contain the termination and relocation provisions set forth in Section 12 of this Agreement.

12. In the event of public necessity, the District reserves the right to change its use of the surface of the Additional City Detention to any other such necessary purposes that does not interfere with the City’s operation of the Additional City Detention. Furthermore, in the event the District (i) has a public necessity to utilize the area (surface and subsurface) of the Additional City Detention, including in connection with a future reconstruction, addition or replacement of District improvements on the Property, or (ii) declares a financial exigency, the District may, upon providing 180 days written notice thereof to the City, terminate the Additional City Detention Easement and City Drainage Easement relocate said easements to a different location acceptable to the District and suitable for the City’s purposes. For a period of twenty-five (25) years following the date of the Additional City Detention Easement, any such relocation of the Additional City Detention Easement and City Drainage Easement, and the facilities installed therein, shall be at the District’s sole expense. After such twenty-five (25) year period, relocation of the Additional City Detention Easement and City Drainage Easement, and the facilities installed therein, shall be at the City’s sole expense.

13. The City will require that all contractors and service vendors who enter the Additional City Detention or City Drainage Easement areas during school hours to engage in maintenance activities related to the Additional City Detention will (i) comply with the National Criminal History background check requirements and limitations set forth in Texas Education Code Sections 22.0834 and 22.08341 and provide all required certifications to the City on forms provided by the District; and (ii) follow all District badging and background check policies and requirements; and (iii) carry commercial general liability insurance in an amount no less than \$1,000,000 per occurrence, covering any bodily injury or property arising from such construction or maintenance activities.

14. The City hereby agrees that it will credit the District with detention credits in the amount of 0.40 Acre Feet of capacity in the Additional City Detention. Such detention credits may be applied by the District for any future District expansions, additions, or other disturbances or development that trigger additional detention requirements for the District at Bunker Hill Elementary School.

~~14. The City hereby agrees that it will credit the District with detention credits in the amount of the capacity of the Additional City Detention. Such detention credits may be applied by the District for any future District expansions, additions, or other disturbances or development that trigger additional detention requirements for the District within the City. Alternatively, the District may, at its option, utilize the Additional City Detention for future detention needs on the Bunker Hill Elementary School site.~~

15. All parties to this agreement agree that all payments required hereunder shall be made from current revenues.
16. The City Council hereby authorizes the Mayor to execute, without further Council action, any instruments attached to this Agreement as necessary to carry out the conveyance obligations herein.
17. The District hereby authorizes its Board President to execute, without further Board Action, any instruments attached to this Agreement as necessary to carry out the conveyance obligations herein.
18. This Agreement is not intended to and shall not create a joint enterprise between the City and the District. The parties hereto are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose.
19. No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party hereto. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modification concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by all parties hereto.
20. All notices and communications under this Agreement shall be ~~emailed to [info@bunkerhilltx.gov](mailto:info@bunkerhilltx.gov) or~~ delivered by messenger to Bunker Hill at the following address:

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

All notices and communications under this Agreement shall be emailed to [travis.stanford@springbranchisd.com](mailto:travis.stanford@springbranchisd.com) or delivered by messenger to the District at the following address:

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

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

*[SIGNATURES ON FOLLOWING PAGE]*

AGREED to and executed this the \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF BUNKER HILL, TEXAS**

\_\_\_\_\_  
Robert Lord, Mayor

ATTEST:

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

**SPRING BRANCH INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Chris Gonzalez, Board President

**EXHIBIT "A"**

**STORMWATER DETENTION EASEMENT**

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

That Spring Branch Independent School District, hereinafter referred to as "Grantor," for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid to Grantor by The City of Bunker Hill Village, Texas, hereinafter called "Grantee," the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto the Grantee, its successors, assigns, and legal representatives, an exclusive easement for underground public stormwater detention, for the purposes of emergency overflow only during extraordinary weather events, as generally defined by NOAA and the National Centers for Environmental Information. Such grant shall including the right to operate, maintain, repair, inspect, replace, and remove said public stormwater detention facility, which stormwater detention facility shall be limited to the size and location within the easement as constructed and installed-as of the date of execution of this Stormwater Detention Easement along, across, over, and under that certain tract or parcel of land in Harris County, Texas, described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by this reference for all purposes (the "Easement").

The Grantee may do and perform all acts necessary to operate, maintain, repair, inspect, replace, and remove said public stormwater detention facility as constructed and installed along,

across, over, and under said Easement, and operate thereon all necessary machinery and equipment. Grantee shall have the right to cut, trim, and remove trees, brush, or shrubbery, or weeds, or to remove improvements, which may encroach upon, burden, or interfere with the Easement herein granted, provided that Grantee does nothing to impede the use of the surface area above the Easement as playfields. Grantor retains, reserves, and shall continue to enjoy the use of the Easement area for any and all purposes, which do not interfere with or prevent the use by Grantee of the Easement, rights, and privileges granted herein, subject to all applicable laws and regulations of the State of Texas or its political subdivisions, including Grantee. The rights retained by Grantor shall include the right to construct or locate upon or across the surface of the Easement area landscaping (but not trees), irrigation systems, paved parking and driveway areas together with associated curbs, fences, private lighting, sidewalks, signage, public and private roads and streets, utility lines and appurtenances thereto, including but not limited to, telephone lines, fiber optic lines, cable lines, electronic data lines, electric power lines, water lines, gas lines, sanitary and storm sewer lines and other similar conduits across as opposed to along the Easement above or below the surface of such Easement so long as such utilities do not interfere with or prevent the use by Grantee of the rights and privileges granted herein.

Moreover, following any repair or maintenance work thereon, Grantee shall, to the fullest extent reasonably practicable, (i) repair all damage to the area, directly or indirectly caused by its activities and restore same to substantially its prior condition, and (ii) clean up and restore the surface to the condition that existed immediately prior to the Grantee's activities within the Easement.

In the event the original Grantor (i) has a public necessity, including in connection with a future reconstruction, addition or replacement of Grantor improvements on the Property, to utilize the Easement area or surface in a manner that requires relocation of the Easement, or (ii) declares a financial exigency, the original Grantor may, upon providing 180 days written notice thereof to the Grantee, terminate the Easement and relocate the Easement and the facilities therein to a different location acceptable to the original Grantor and suitable for the Grantee's purposes. For a period of twenty-five (25) years following the date of this Easement, any such relocation shall be at the Grantor's sole expense. After such twenty-five (25) year period, relocation of the Easement and the facilities installed therein shall be at the Grantee's sole expense.

In the event that the Easement ceases to be used by Grantee for the purposes set forth herein, the Grantor shall have the unilateral right to terminate this Easement, and all rights to the property subject to the Easement will automatically revert back to the Grantor.

The Easement and the rights and privileges herein granted shall be perpetual, but subject to the termination and relocation conditions stated herein, and Grantor covenants that Grantor will not convey any other easement, or any other right, within or conflicting with the area of the Easement herein granted, except as provided herein. This instrument shall be binding upon the successors, assigns, legal representatives, heirs, executors, and administrators of both the Grantor and the Grantee.

TO HAVE AND TO HOLD the above-described Easement unto the said Grantee, its successors, assigns, and legal representatives. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to Grantee and its successors, assigns, and legal representatives, against every person whomsoever lawfully claiming or to claim the same



or any part thereof by, through or under Grantor, but not otherwise:

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

GRANTOR:

Spring Branch Independent School District

\_\_\_\_\_

Printed

Name:

\_\_\_\_\_  
President, Board of Trustees

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public In and For the State of Texas  
My Commission Expires \_\_\_\_\_

ADDRESS OF GRANTEE:

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

Attachments: Exhibit "A"-Metes and Bounds

***EXHIBIT "A" TO STORMWATER DETENTION EASEMENT***

***[to be replaced with Metes and Bounds prior to execution]***

**EXHIBIT “B”**

**DRAINAGE EASEMENT**

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

That Spring Branch Independent School District, hereinafter referred to as “Grantor,” for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid to Grantor by The City of Bunker Hill Village, Texas, hereinafter called “Grantee,” the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto the Grantee, its successors, assigns, and legal representatives, an exclusive easement for underground public drainage utility purposes only, including the right to operate, maintain, repair, inspect, replace, and remove said public underground drainage facility, which drainage facility shall be limited to the size and location within the easement as constructed and installed as of the date of execution of this Drainage Easement along, across, over, and under that certain tract or parcel of land in Harris County, Texas, described by metes and bounds in Exhibit “A” attached hereto and incorporated herein by this reference for all purposes (the “Easement”).

The Grantee may do and perform all acts necessary to operate, maintain, repair, inspect, replace, and remove said public drainage facility as constructed and installed along, across, over, and under said Easement, and operate thereon all necessary machinery and equipment, and Grantee shall have the right to cut, trim, and remove trees, brush, or shrubbery, or weeds, or to remove improvements, which may encroach upon, burden, or interfere with the Easement herein granted, provided that Grantee does nothing to impede the use of the surface area above the

Easement as playfields. Grantor retains, reserves, and shall continue to enjoy the use of the Easement area for any and all purposes, which do not interfere with or prevent the use by Grantee of the Easement, rights, and privileges granted herein, subject to all applicable laws and regulations of the State of Texas or its political subdivisions, including Grantee. The rights retained by Grantor shall include the right to construct or locate upon or across the surface of the Easement area landscaping (but not trees), irrigation systems, paved parking and driveway areas together with associated curbs, fences, private lighting, sidewalks, signage, public and private roads and streets, utility lines and appurtenances thereto, including but not limited to, telephone lines, fiber optic lines, cable lines, electronic data lines, electric power lines, water lines, gas lines, sanitary and storm sewer lines and other similar conduits across as opposed to along the Easement above or below the surface of such Easement so long as such utilities do not interfere with or prevent the use by Grantee of the rights and privileges granted herein.

Moreover, within a reasonable time following completion of the construction of the drainage facility, and thereafter following any repair or maintenance work thereon, Grantee shall, to the fullest extent reasonably practicable, (i) repair all damage to the area, directly or indirectly caused by its activities and restore same to substantially its prior condition, and (ii) clean up and restore the surface to the condition that existed immediately prior to the Grantee's activities within the Easement.

In the event the original Grantor (i) has a public necessity, including in connection with a future reconstruction, addition or replacement of Grantor improvements on the Property, to utilize the Easement area or surface in a manner that requires relocation of the Easement, or (ii) declares a financial exigency, the original Grantor may, upon providing 180 days written notice

thereof to the Grantee, terminate the Easement and relocate the Easement and the facilities therein to a different location acceptable to the original Grantor and suitable for the Grantee's purposes. For a period of twenty-five (25) years following the date of this Easement, any such relocation shall be at the Grantor's sole expense. After such twenty-five (25) year period, relocation of the Easement and the facilities installed therein shall be at the Grantee's sole expense.

In the event that the Easement ceases to be used by Grantee for the purposes set forth herein, the Grantor shall have the unilateral right to terminate this Easement, and all rights to the property subject to the Easement will automatically revert back to the Grantor.

The Easement and the rights and privileges herein granted shall be perpetual, but subject to the termination and relocation conditions stated herein, and Grantor covenants that Grantor will not convey any other easement, or any other right, within or conflicting with the area of the Easement herein granted, except as provided herein. This instrument shall be binding upon the successors, assigns, legal representatives, heirs, executors, and administrators of both the Grantor and the Grantee.

TO HAVE AND TO HOLD the above-described Easement unto the said Grantee, its successors, assigns, and legal representatives. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to Grantee and its successors, assigns, and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

GRANTOR:

Spring Branch Independent School District

\_\_\_\_\_  
Printed

Name:

\_\_\_\_\_  
President, Board of Trustees

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS           §

§

COUNTY OF HARRIS           §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public In and For the State of Texas  
My Commission Expires \_\_\_\_\_

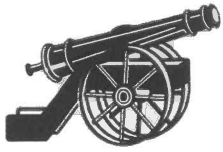
ADDRESS OF GRANTEE:

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

Attachments: Exhibit "A"-Metes and Bounds

***EXHIBIT "A" TO DRAINAGE EASEMENT***

***[to be replaced with Metes and Bounds prior to execution]***



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

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**Agenda Date:** October 19, 2021

**Agenda Item No:** IX and X

**Subject/Proceeding:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT WITH MCDONALD MUNICIPAL & INDUSTRIAL FOR CONSTRUCTION OF THE SITE WORK FOR WATER WELL NO 5 IN AN AMOUNT NOT TO EXCEED \$1,527,469.00

CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT WITH LANGFORD ENGINEERING TO PROVIDE CONSTRUCTION AND INSPECTION SERVICES FOR THE CONSTRUCTION OF THE SITE WORK FOR WATER WELL NO 5 IN AN AMOUNT NOT TO EXCEED \$34,000.00

**Exhibits:** Bid Tabulation & Engineer's Recommendation Letter  
Proposal from Langford Engineering  
Water Well 5 Project Expense Summary

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

**Budget:** \*\* See Project Expense Summary for Project Funding in the Utility Fund Capital Improvements Plan

### **Executive Summary**

The City has been discussing the new water well at Bunker Hill Elementary over the past few years. The Consulting Team and staff developed an overall plan for the project to ensure coordination with the reconstruction of Bunker Hill Elementary School.

Working with SBISD, the City developed a phased approach for construction. The project consists of four specific phases and various contractors to best complete the work.

- Phase I Site Preparation - *Complete*
- Phase II Drilling the Well – *Substantially Complete*



- **Phase III Well Site Work and Restoration – *These Items; Landscaping will be delayed to co-ordinate with Bunker Hill Elementary School***
- Phase IV will include the transmission line to the Taylorcrest Water Plant and will be constructed during the summer of 2022. Design is currently in progress.

Staff is recommending the award of the Well Site Work to McDonald Municipal & Industrial. This project includes construction of all site piping, the control building, site brick wall and gate, site generator, site drainage and grading. McDonald Municipal & Industrial is the recommended bidder as shown in the attached letter.

A new generator for Water Plant No. 1 (Taylorcrest Water Plant) was included in the bid documents as an ad-alternate with the expectation that costs could be reduced if the generator were part of a larger project. Staff was pleased with the bids received for the generator; therefore, the contract total includes the cost of the Water Plant No. 1 Generator.

Langford Engineering has also provided a proposal to provide Construction and Site Inspection Services for this project. Their proposal includes an amount not to exceed \$34,000.00

Staff recommends approval of these contracts.

The following outlines the project phasing and schedule previously developed with noted adjustments:

<b>Phase:</b>	<b>Description:</b>	<b>Design:</b>	<b>Bid:</b>	<b>Construction:</b>
I	Well Prep Site work	May 2020 – Nov 2020	<del>Sept-Nov 2020</del> <b>By SBISD Change Order</b>	<del>Nov 2020 – Jan 2021</del> <b>March – May 2021</b>
II	Drill Well/ Construction	May 2020 – Jan 2021	Oct-Dec 2020	Dec 2020 - Nov 2021 Jan 2022
<b><i>Critical Path Summer (June-August) 2021 - Well Drilling/Construction</i></b>				
III	Well Site Work & Restoration	Oct 2020 – Oct 2021	Sept - Nov 2021	Nov 2021 – Jan 2022 March 2022
IV	Transmission Line to Taylorcrest	Mar 2021 – Dec 2021	<del>Nov–Dec 2021</del> Jan – March 2022	<del>Dec 2021 – Apr 2022</del> May 2022 – Fall 2022



September 14, 2021

Mr. Robert P. Lord, Mayor  
and City Council  
City of Bunker Hill Village  
1977 Memorial Drive  
Houston, Texas 77024

Subject: Recommendation for Award, City of Bunker Hill Village, for Construction of Water Well No. 5, Site Improvements  
LEI Job No. 200-020, Contract No. 1B

Dear Mr. Lord and City Council:

Bids for construction of subject project were received at the City of Bunker Hill Village until 3:00 p.m., Thursday, August 26, 2021, and subsequently opened and read in public. Two (2) bids were received on the project; there were errors that did affect the order of the bidders.

The bids in order from low to high with the total amount bid are as follows.

Bidders	Addendum Acknowledged	Total Amount Bid (Base Bid Item Nos. 1 – 18)	Total Amount Item (Item Nos. A1 – A3)	Total Supplementary Items (Item Nos. a – f)	Total (Well Site Improvements Contract No. 1B Including Bid Items 1 – 18, A1 – A3, and a – f)
McDonald Municipal & Industrial	X	\$1,354,469.00	\$159,500.00	\$13,500.00	\$1,527,469.00
W. W. Payton Corporation	X	\$1,675,000.00	\$189,000.00	\$11,000.00	\$1,875,000.00
Tidal Construction					

A copy of the bid tabulation is attached.

1080 W. SAM HOUSTON PKWY. N. ♦ SUITE 200 ♦ HOUSTON, TX 77043-5014  
PHONE (713) 461-3530 ♦ FAX (713) 932-7505

[www.LangfordEng.com](http://www.LangfordEng.com)



Mr. Robert P. Lord, Mayor  
and City Council  
City of Bunker Hill Village  
September 14, 2021  
Page 2

Tidal Construction's bid was read, but it was discovered that their bid should have been disqualified according to the Mandatory Prebid Conference section of the Invitation to Bidder's, "No Bid will be accepted by the OWNER if Bidder fails to attend the prebid conference."

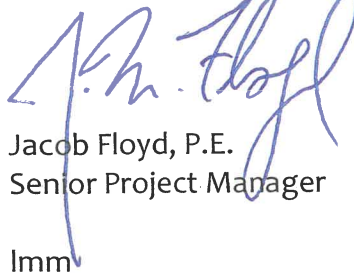
As time of completion was specified as 180 calendar days, time is not a consideration in evaluating the bids.

The low bidder has furnished a Qualification Statement, Bid Bond, and Financial Statement as required by Section II, Article 7 of the Contract Documents. The low bidder's Qualification Statement and references were examined and found to be in order.

Therefore, we recommend that the project entitled "Construction of Water Well No. 5, LEI Job No. 200-020, Contract No. 1B" be awarded to McDonald Municipal & Industrial, on the basis of their low Total (Well Site Improvements Contract No. 1B Including Bid Items 1 – 18, A1 – A3, and a – f) in the amount of One Million Five Hundred Twenty-Seven Thousand Four Hundred Sixty-Nine Dollars (\$1,527,469.00), with a completion time of 180 calendar days.

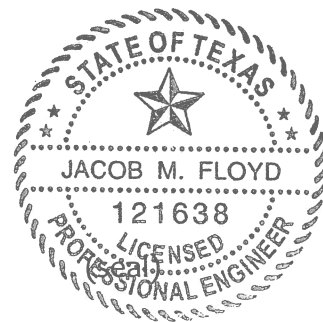
Sincerely,

LANGFORD ENGINEERING, INC.



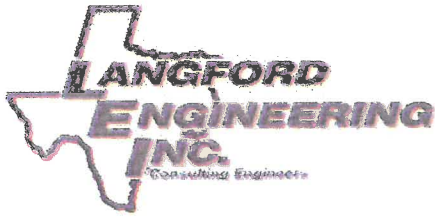
Jacob Floyd, P.E.  
Senior Project Manager

Imm



Attachments

cc: City of Bunker Hill Village –Steve Smith  
City of Bunker Hill Village – Karen Glynn



September 14, 2021

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

Attn: Mr. Steve Smith

RE: Agreement between Owner and Engineer for Professional Services – Remote Water Well No. 5  
Additional Services for **Water Well No. 5 Site Improvements**  
LEI Job No. 200-020, Contract No. 1B

Mr. Smith,

In accordance with paragraph 3.01 of the referenced agreement, Langford Engineering, Inc. (“LEI”) requests written authorization for additional services as follows:

- Construction Site/Contractor Observation (Inspection) services – LEI proposes to provide an on-site project representative as necessary to observe and document the progress of key construction activities anticipated during construction of this project. We propose to invoice for such services on a time and materials basis in accordance with our 2021 Professional Services Rate Sheet. It is estimated that the cost for such services will not exceed \$34,500. Should additional fees become necessary to complete the services for this project, LEI will request additional authorization for same.

This request for authorization of additional services can be approved with a signature from the appropriate party, and a return copy to our office.

Thank you for the opportunity to be of service to the City of Bunker Hill Village.

Sincerely,

LANGFORD ENGINEERING, INC.

John K Davis, P.E.  
President

Approval (Owner)

\_\_\_\_\_  
signature

\_\_\_\_\_  
printed name

\_\_\_\_\_  
date

**CITY OF BUNKER HILL  
WATER WELL 5  
10/12/2021**

BUDGET NUMBERS FROM  
2022 BUDGET PUBLISHED  
ON WEB

PROJECT	ENGINEERING		CONSTRUCTION		FUNDING/LEGAL		BUDGET
	APPROVED	AMOUNT	APPROVED	AMOUNT	FUND CLOSING	APPROVED	
WATER WELL DRILLING	9/15/2020	\$ 224,000.00		\$ 2,301,390.00			\$ 2,525,390.00
	<i>Included Site Design</i>						
WATER WELL SITework	10/19/2021	\$ 34,000.00		\$ 1,338,469.00			\$ 1,153,800.00
	SITE INSPECTIONS						
WW5 TRANSMISSION MAIN	6/15/2021	\$ 373,360.00		\$ 1,910,000.00			\$ 1,900,000.00
	DESIGN/INSPECT						
FINAL RESTORATION WITH SBISD							\$ 100,000.00
	LANDSCAPING						
<b>TOTAL</b>							
Engineering to date	\$ 631,360.00		\$ 6,016,708.00				\$ 6,841,564.00
EXPECTED Construction to date							\$ 350,000.00
<b>TOTAL TO DATE</b>							\$ 7,191,564.00
<b>CONTINGENCY</b>							
							\$ 205,800.00
							\$ 6,016,708.00
							\$ 631,360.00
							\$ 6,853,868.00

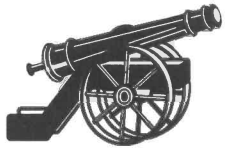
This item is over original budget due to increases in labor and material.

WATER PLANT 1  
BUDGET FOR  
GENERATOR  
REPLACEMENT

**TOTAL Construction to date** \$ 4,016,708.00

*Remaining to be authorized in 2022*

**TOTAL TO DATE** \$ 205,800.00



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

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Agenda Date: October 19, 2021

Agenda Item Number: XI

Subject/Proceeding: Rates for Water and Wastewater Services

Exhibits: Ordinance No. 21-561

Approval(s): Susan Grass, Finance Manager  
Karen Glynn, City Administrator

Budget: As proposed with the 2022 Budget

**Executive Summary**

Each Fall, following adoption of the Fiscal Year Budget, the City Council sets the annual utility rates for Water and Wastewater Services. With approval of the 2022 Budget, a 7% increase was included for water and wastewater services.

Staff recommends approval of the attached Ordinance for Water and Wastewater Services in the City of Bunker Hill Village for 2022.

**ORDINANCE NO. 21-561**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, BY DELETING SECTION 16-26, (1) - (4) OF ARTICLE II OF CHAPTER 16 THEREOF AND SUBSTITUTING THEREFORE A NEW SECTION 16-26, (1) - (4); ESTABLISHING RATES TO BE CHARGED BY THE CITY FOR WATER AND SANITARY SEWER SERVICES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.**

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

**Section 1.** The Code of Ordinances of the City of Bunker Hill Village, Texas, is hereby amended by striking from Article II of Chapter 16 thereof all of Section 16-26 and substituting therefore a new Section 16-26 to provide as follows:

**Sec. 16-26. Bi-monthly charges.**

From and after December 15, 2021 for water and sanitary sewer usage, the following bi-monthly (i.e. January-February, March-April, May-June, July-August, September-October, and November-December) rates shall be charged by the City of Bunker Hill Village for services of its waterworks system and its sanitary sewer system:

**(1) Residential Water Charges:**

a.	Minimum Charge, for water usage from 0 to 4,000 gallons.....	\$102.19
b.	For each 1,000 gallons of water usage from 4,001 to 10,000 gallons.....	\$2.94
c.	For each 1,000 gallons of water usage from 10,001 to 20,000 gallons.....	\$3.21
d.	For each 1,000 gallons of water usage from 20,001 to 30,000 gallons.....	\$5.51
e.	For each 1,000 gallons of water usage from 30,001 to 40,000 gallons.....	\$6.26
f.	For each 1,000 gallons of water usage from 40,001 to 60,000 gallons.....	\$7.33

- g. For each 1,000 gallons of water usage from  
60,001 to 70,000 gallons..... \$8.99
- h. For each 1,000 gallons of water usage over 70,001 ..... \$11.24

**(2) Residential Sanitary Sewer Charges:**

- a. Minimum charge including 0 to 1,000 gallons of water..... \$47.08
- b. For each additional 1,000 gallons of water usage:  
Single-family residential (1,001 to 40,000 gallons)..... \$1.82

**(3) Non-Residential Water charges:**

- a. Minimum Charge, for water usage from  
0 to 4,000 gallons..... \$123.05
- b. For each 1,000 gallons of water usage from  
4,001 to 10,000 gallons..... \$3.96
- c. For each 1,000 gallons of water usage from  
10,001 to 20,000 gallons..... \$4.39
- d. For each 1,000 gallons of water usage from  
20,001 to 30,000 gallons..... \$5.46
- e. For each 1,000 gallons of water usage from  
30,001 to 40,000 gallons..... \$7.38
- f. For each 1,000 gallons of water usage from  
40,001 to 60,000 gallons..... \$8.35
- g. For each 1,000 gallons of water usage from  
60,001 to 70,000 gallons.....\$10.11
- h. For each 1,000 gallons of water usage over 70,001 ..... \$11.77



**(4) Non-Residential Sanitary Sewer Charges:**

- a. Minimum charge including 0 to 1,000 gallons of water.....\$53.50
- b. for each additional 1,000 gallons of water usage: ..... \$3.91

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

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

**PASSED, APPROVED, AND ADOPTED** this the 19th day of October, 2021.

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

**ATTEST:**

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



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

Agenda Date: October 19, 2021

Agenda Item Number: XII & XIII

Subject/Proceeding: 2022 Rate for Solid Waste and Recycling

Exhibits: Letter of Extension from Texas Pride  
 Letter Agreement for 2022  
 Ordinance No. 21 - 562

Approval(s): Susan Grass, Finance Manager  
 Karen Glynn, City Administrator

Budget: As Budgeted in 2022

**Executive Summary**

In February 2018, the City Council approved the transfer for Solid Waste and Recycling Services from Republic Services to Texas Pride under the same conditions and pricing. At the time, the City was in year 4 of a 5-year contract with Republic Services for these services. The existing (transferred) contract period ended in December 2019 with the option to extend for three additional 1 - year options.

This item recommends approving the third 1 – year option with Texas Pride.

Texas Pride officially took over in mid-March of 2018 and the transition went very well. The City has been very pleased with the services provided by Texas Pride especially considering the COVID 19 situation. There has been no interruption to the City’s service.

Staff has been in discussion with Texas Pride to evaluate rates as discussed during the City’s budget process. Texas Pride has agreed to continue services in 2022 at an increase of 4.5% based on the City’s contract and the Consumer Price Index for Garbage.

The following outlines the actual rates charged by the provider over this contract period and the proposed rate submitted by Texas Pride for 2022:

<b>Rate with Republic Services</b> <i>2018 Rate per Contract</i>	<b>Rate with Texas Pride</b> <i>June 2018 – December 2020</i>	<b>Proposed Rate with Texas Pride</b> <i>2021</i>	<b>Proposed Rate with Texas Pride</b> <i>2022</i>
<b>\$ 35.99</b>	<b>\$ 28.40</b>	<b>\$ 29.39</b>	<b>\$ 30.71</b>

The proposed rate for 2022, with the increase per contract, continues to be lower than the rate charged by Republic Services in 2015.

The actual rate submitted for adoption by Council includes the rate calculated for two months as this is billed bi-monthly with the City's water and wastewater utilities. The rate also includes required taxes and an administration cost.

The cost to service the City's dumpster will remain at \$293.52 per month.

Staff recommends the following actions:

1. Approval of the third and final 1 - year contract extension with Texas Pride (Item XII)
2. Adoption of the Ordinance setting the rate for 2022 (Item XIII)



**TEXAS PRIDE**  
DISPOSAL

September 13, 2021

City of Bunker Hill Village  
c/o Karen H. Glynn, P.E.  
City Administrator  
Via Email  
KGlynn@bunkerhilltx.gov

RE: Annual Price Adjustment Notification

To Our Valued Customer,

We would like to thank you for your continued business. As our mission states, we strive to continually deliver services that consistently exceed your expectations. We hope our services have been exceptional, and we look forward to continue building our mutual relationship.

As part of our agreement, our pricing is subject to an annual adjustment based off of 100% of the increase of the most recently published Consumer Price Index-All Urban Consumers, National CPI: CPI-U: Garbage & Trash Collection, published by the United States Department of Labor, Bureau of Labor Statistics. The summary of the adjustment is as follows:

Current Service Rate:	\$29.39
Current Adjustment Rate:	4.5%
<b>New Service Rate:</b>	<b>\$30.71</b>

Again, we appreciate your business. If you have any questions or concerns, please feel free to reach out to us at your convenience.

Regards,

Kevin Atkinson  
Texas Pride Disposal  
(281) 342-8178

City of

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# BUNKER HILL VILLAGE

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WWW.BUNKERHILLTX.GOV

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October 12, 2021

Mr. Kevin Atkinson  
Texas Pride Disposal  
P.O. Box 1186  
Rosenberg, Texas 77471

Re: Solid Waste and Recycling Services for Bunker Hill Village – *2022 Contract Extension*

Dear Mr. Atkinson:

Thank you for your proposal regarding our current services contract and the opportunity to extend the contract for one additional year as allowed under the current terms. We are very pleased with the services of your company and for the opportunity to extend for an additional year. We have received the proposed pricing for 2022 which includes a 4.5% increase based on the *Consumer Price Index for Garbage* per contract. The cost for servicing the City's dumpster will continue at the 2021 price.

Please sign below agreeing to continue the agreement for a one-year term under the same terms and conditions of the contract at the rate of \$30.71 per household per month and \$293.52 per month to service the City's dumpster at City Hall.

If you should have any questions, please don't hesitate to contact me. Thank you.

Sincerely,

---

Robert P. Lord, Mayor

---

Texas Pride Disposal

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Date

---

Karen H. Glynn, City Administrator



**ORDINANCE NO. 21-562**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, BY DELETING SECTION 16-26 (5) OF ARTICLE II OF CHAPTER 16 THEREOF AND SUBSTITUTING THEREFOR A NEW SECTION 16-26 (5); ESTABLISHING RATES TO BE CHARGED BY THE CITY FOR SOLID WASTE AND RECYCLING SERVICES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.**

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

**Section 1.** The Code of Ordinances of the City of Bunker Hill Village, Texas, is hereby amended by striking from Article II of Chapter 16 thereof Section 16-26 (5) and substituting therefore a new Section 16-26 (5) to provide as follows:

**Sec. 16-26. Bi-monthly charges.**

From after January 1, 2022, for solid waste collection and recycling charges the following bi-monthly (i.e. January-February, March-April, May-June, July-August, September-October, and November-December) rates shall be charged by the City of Bunker Hill Village for services of its solid waste collection and recycling system:

**(5) Solid waste collection and recycling charges:**

Per residential unit, school, church, public building, or similar use, including sales tax.....\$72.62

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

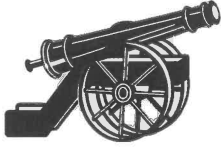
**Section 3.** In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate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

**PASSED, APPROVED, AND ADOPTED** this the 19th day of October 2021.

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

**ATTEST:**

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



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

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Agenda Date: October 19, 2021

Agenda Item Number: XIV

Subject/Proceeding: Fee Schedule for Misc. Fees for 2022

Exhibits: Resolution No. 10-19-2021 B

Approval(s): Steve Smith, Public Works Director/Building Official  
Karen Glynn, City Administrator  
Susan Grass, Finance Manager

Budget: As proposed with the 2022 Budget

**Executive Summary**

On an annual basis, the City adopts, by resolution, a schedule for various fees. During the budget process for 2022, there were no recommended changes in fee amounts

Staff recommends approval of this Resolution adopting the "City of Bunker Hill Village Fee Schedule for 2022."

**RESOLUTION NO. 10-19-2021 B**

**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, EFFECTIVE JANUARY 1, 2022.**

\* \* \* \* \*

**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 January 1, 2022.

**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 19<sup>th</sup> day of October, 2021.

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Robert P. Lord, Mayor

**ATTEST:**

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Karen Glynn, Acting City Secretary



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

**Resolution 10-19-2021 B**  
**To Be Effective Date: January 1, 2022**

**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)

**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

**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) | <b>Backflow prevention device must be certified.</b>              |
| 2) | <b>Only requires a final inspection.</b>                          |
| 3) | <b>Leave open where it ties into water system for inspection.</b> |

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.

<b>Equipment Type</b>	<b>Construction Permit Fee</b>	<b>Rights-of-way Fee</b>
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

## 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)