

CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: February 15, 2022

Agenda Item No: IV

Subject/Proceeding: Police Commissioner's Report

Exhibits: Chief's Monthly Reports:
February 2022
- Fire Department Assists
- 2022 Burglary Map
- 2022 Auto Burglary Map
- ALPR Pin Maps
- ALPR Recoveries & List
- ALPR Hits/Reads By Camera & Graphs
- 2022 Total Incidents to Date
- Officer Committed Time Report to Date

Amendment No. 2021 - 01

Recommended Employee Benefits Summary for 2022-2023
Historical Plan Rates 2015-2022

Clearance: Karen Glynn, City Administrator

Executive Summary

The Police Commission Report will include the following items:

- A. Update on Activities
- B. Consideration and Possible Action to Approve a Budget Amendment as Recommended by the Police Commission for the 2021 Year End Budget
- C. Consideration and Possible Action Regarding Employee Insurance Coverage for the Time Period of April 1, 2022 through March 31, 2023, Contracting for Health, Vision, and Dental Insurance and Ancillary Insurance in Partnership with the Memorial Villages Police Department and the City of Piney Point Village, Texas

The Police Commissioner and Police Chief will present the Update on Activities.

Budget Amendment

A Budget Amendment has been requested by the Police Department for the 2021 Year End Budget. The Amendment is attached which reconciles line items resulting in no overall effect to the 2021 Budget.

Annual Employee Benefits Contracts

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

The City Administrator and Finance Director have been working with the Police Chief, the City Administrator of Piney Point, and Alliant (MVPD's consultant) on the annual process for health, vision, dental and ancillary insurance for the next plan period which is April 1, 2022 through March 31, 2022. Proposals were advertised and opened on January 14, 2022. Staff has been working with Aliant to understand and evaluate options for the new term.

United Health Care, the current provided was the only proposal received for health insurance. United Health Care continued to offer a bundled package with dental and vision. The increase for health insurance is 17%. Although this is a significant increase, last year the contract approved resulted in a decrease of 12.6%. Exhibit A shows the Historical Plan Rates and the Historical Contributions. This information shows the success of managing the health care rates by changing to an HSA only plan in 2015. As noted, there have been increases and decreases over the 7 years; however, overall, the increase has been approximately 2%. Alliant did provide options to lower the cost including a “no out of network plan” or a Memorial Hermann only plan. The Commission concurred that all alternative options significantly reduced the health care benefit for the employees.

In addition, long term disability insurance also saw an increase of 4.9%. All other benefits will remain steady for the new plan year.

After review and analysis, the following was approved by the Commission at the February 9, 2022 Commission Meeting:

Health Insurance

United Health Care with no changes. This provides continuity for all employees.

Dental and Vision

United Health Care as the current bundled package.

Life/Disability Ancillary Insurance

Standard for the ancillary benefits including the increase to long term disability.

Contributions to the HSA

Contributions to the HSA are proposed to remain the same. These funds help offset the annual deductible:

- Employee Only -- \$1500.00
- Employee Plus Dependent -- \$2700.00
- Wellness -- \$1500.00

Staff recommends approval to continue employee insurance coverage with the Memorial Villages Police Department with United Health Care serving as the insurance carrier for health insurance, dental and vision insurance and Standard for ancillary benefits. In addition, staff recommends continued contributions to the HSA.



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

Raymond Schultz
Chief of Police

February 9, 2022

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: January Monthly Report

During the month of January MVPD responded/handled a total of 3,781 calls/incidents. 2,849 House Watch checks were conducted. 110 traffic stops were initiated with 130 citations being issued for 203 violations. (Note: 3 Assists in Hedwig, 25 in Houston, 1 in Spring Valley and 2 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	1,191/1,191	950/950	3	15/30/45	8@3:24
Piney Point:	1,312/1,312	1,043/1,043	5	29/20/49	*1@5:11
Hunters Creek:	1,214/1,214	854/854	5	22/14/36	4@3:28
				Cites/Warn/Total	13@2:56

Type and frequency of calls for service/citations include:

*auto-dial accident no location

Call Type	#	Call Type	#	Citations	#
False Alarms:	176	Ord. Violations:	20	Speeding:	46
Accidents:	15	Information:	20	Exp. Registration:	25
ALPR Hits:	49	Suspicious Situations	114	No Ins:	21
Assist Fire:	52	Loud Party	17	No License	14
Assist EMS:	31	Welfare Checks:	13	Stop Sign	9

*This month the department generated a total of 75 police reports.
BH-19, PP-21, HC-33, HOU - 1 HED - 1*

Crimes Against of Persons (2)

Assault – Simple	1	Assault – Family Violence	1
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Crimes Against Property (20)

Burglary of a Motor Vehicle	2	Fraud/ID	12
Burglary of a Habitation	1	UUMV	1
Theft	4		

Petty/Quality of Life Crimes/Events (53)

ALPR Hits (valid)	6	Information Reports	20
Misc. Reports	16	Possession of CS	6
DWI	0	Warrants	5

Arrest Summary: Individuals Arrested (14)

Warrants	5	Felony	1
Class 3 Arrests	8		

Budget YTD:	Expense	Budget	%
• Personnel Expense:	245,546	5,222,098	4.7%
• Operating Expense:	116,896	959,152	12.1%
• Total M&O Expenditures:	362,442	6,181,250	5.9%
• Capital Expenses:	9,571	178,000	5.4 %
• Net Expenses:	372,013	6,359,250	6%

Follow-up on Previous Month Items/Requests from Commission

- Opened the bids for Healthcare coverage, Disability, Life, Dental and Vision insurance for the MVPD, Bunker Hill and Piney Point on 1/14/22. Initial review shows a 18% increase in premiums.
- Initiated contract discussions with Public Sector Consultants for conducting a Salary and Benefit Survey for the Department. Provided the consultant initial documents in reference to MVPD salary and benefit accruals.

Personnel Changes/Issues/Updates

- Priscilla Gonzalez started on 1/31/22 as the new HR/Office Manager.
- Several officers and dispatch staff continue to test positive for COVID Omicron. Staffing has not been adversely affected.
- The father of Sergeant Sprinkle passed away resulting in an extended absence of the Sergeant.
- One applicant tested for an officer position. During the preliminary background, a serious issue was brought to our attention that disqualified the applicant from proceeding in the process.

Major/Significant Events

- Detectives were successful in obtaining an arrest warrant on the suspect who was apprehended entering the villages in a stolen vehicle while armed with a stolen handgun. The suspect had a map directing him to a village residence where it appears he was planning a home invasion. On the night of the initial arrest, the DA refused charges. Detectives were able to obtain a search warrant that showed him present at the scene of the firearm theft. That in-turn linked the suspect to the stolen firearm, which did result in an arrest warrant. DPS picked up the habitual suspect.
- 1/28/22. A suspect attempted to steal items from a landscaper on Ripplecreek. Officers located the suspect's vehicle that fled from officers. The suspect then ran on foot and several minutes later stole a resident's vehicle on Willowend. HPD was assisting and located the stolen vehicle. After a short pursuit the suspect ran again on foot and swam across the Bayou. Officers directed assisting units to the suspects location on the golf course where he was arrested.

Status Update on any Major Projects

- A meeting was held to update the need and timeline of Department Capital Projects.
- Accessory equipment arrived for the 2022 new vehicle purchases. The 4 new vehicles that were ordered in September are expected at the end of February.
- All current vehicles were sanitized to help protect against the spread of COVID.
- Staff worked with our phone service maintenance provider who was able to update software and add the ability for MVPD dispatch to add VFD to a conference call status on all calls/events that originate on the 3700/non-emergency line. MVPD now has the ability to stay on the line and hear updates from the caller while VFD provides emergency medical information.

V-LINC new registrations in January: +34

BH – 1437(+3)

PP – 1038 (+20)

HC – 1478 (+7)

Out of Area – 492 (+4)

January VFD Assists

Calls received directly by MVPD via 911/3700

Priority Events Average Response Times

Total – 6	3:17
Fire – 1	2:14
EMS – 5	3:29

By Village

BH Fire – 1	2:14
BH EMS – 5	3:29

PP Fire – 0	0
PP EMS – 0	0

HC Fire -0	0
HC EMS -0	0

Combined VFD Events (Priority + Radio)

Total – 44	5:03
Fire – 29	5:24
EMS – 15	4:30

Radio Call Events

Total – 38	4:37
Fire- 28	5:34
EMS- 10	5:05

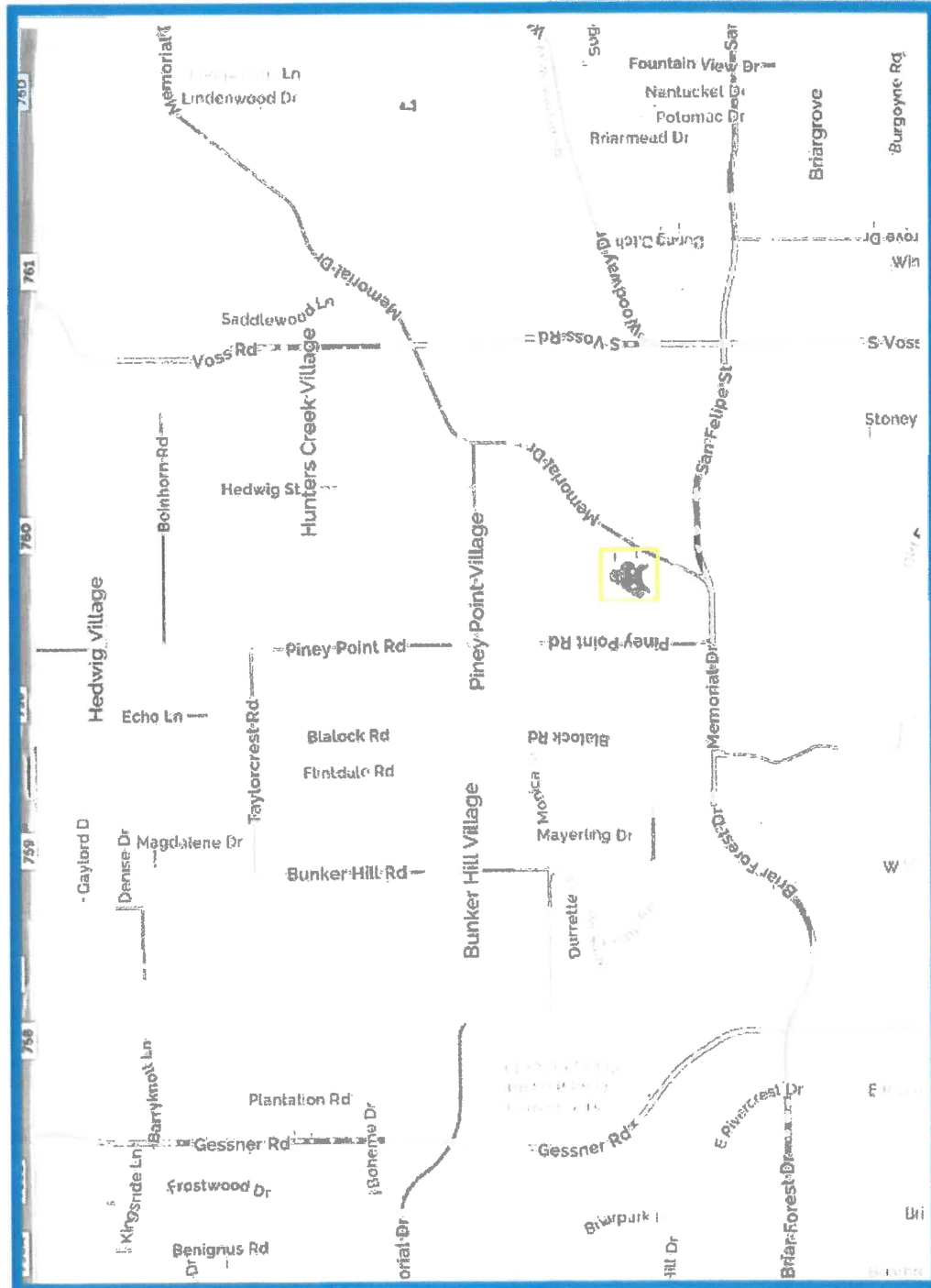
Radio Call Events by Village

BH – 12	5:13
PP – 13	4:04
HC – 13	7:26*

One event officers on scene, not logged shows a false 14:30 response

2022 Burglary Map

Address Alarm POE
233 Merrie Way No Walk-in UNL Door



2022 Robberies

Address MO



Daytime Burglary



Nighttime Burglary



Robbery

2

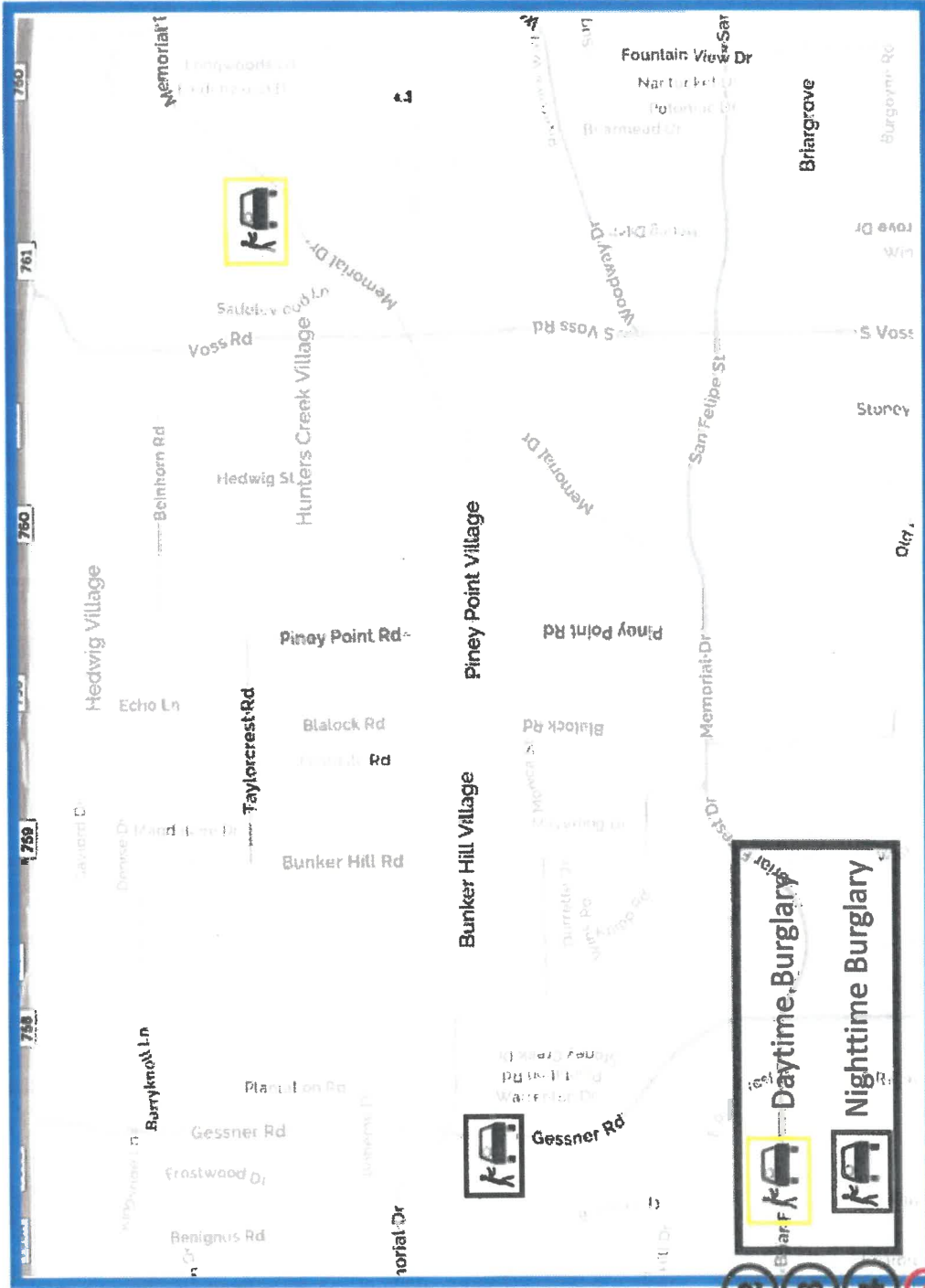
1/31/22

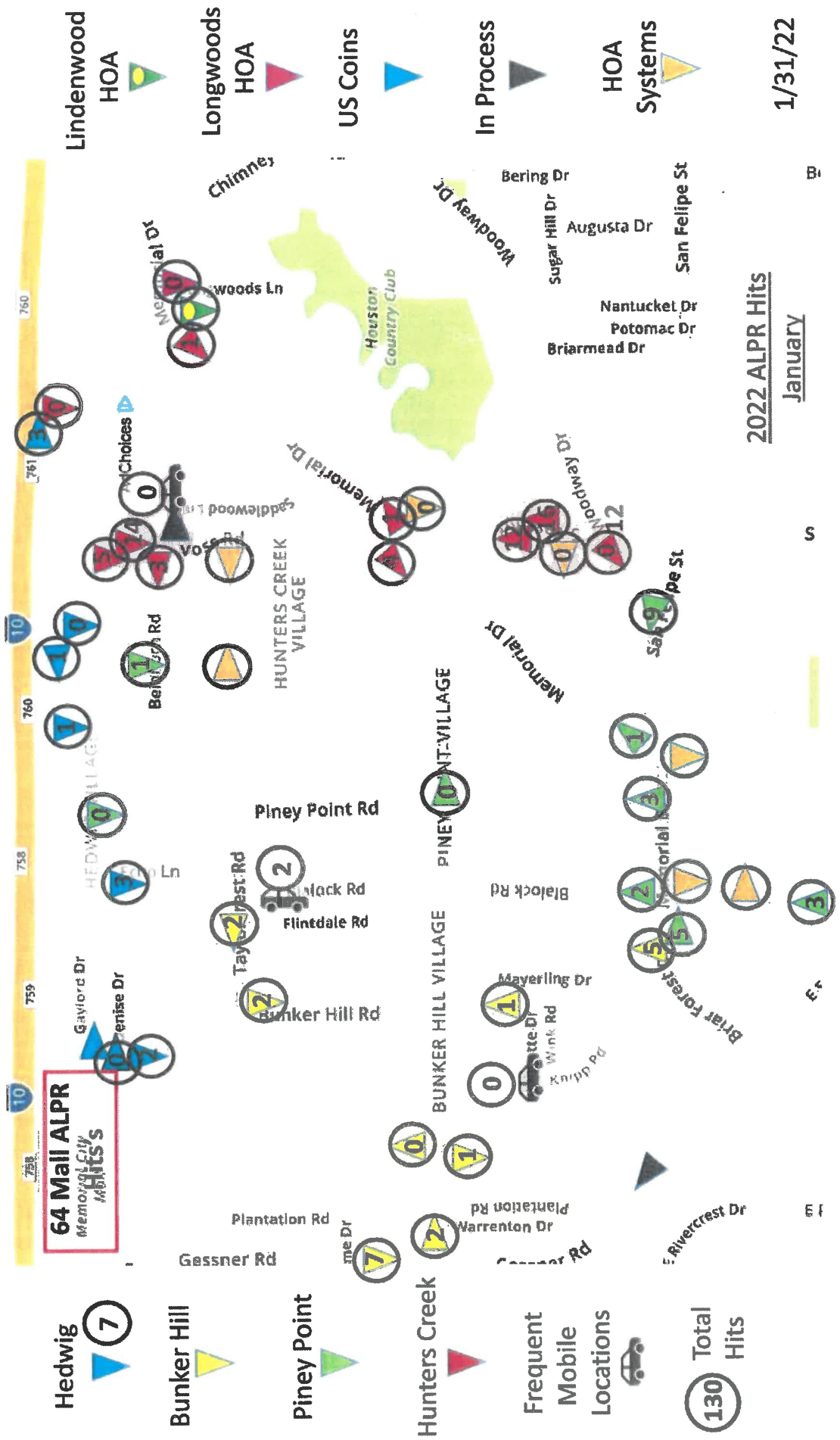
2022 Auto Burglary Map

Address
 243 Gessner 22-0042
 614 Hunters Grove 22-0046

POE
 UNL Vehicle
 UNL Vehicle

Blue Entry = Actual Location Unknown
 Underlined Contractor





2022 ALPR Hits
January

1/31/22

64 Mail ALPR
Memorial City
HITS

Total
Hits
130

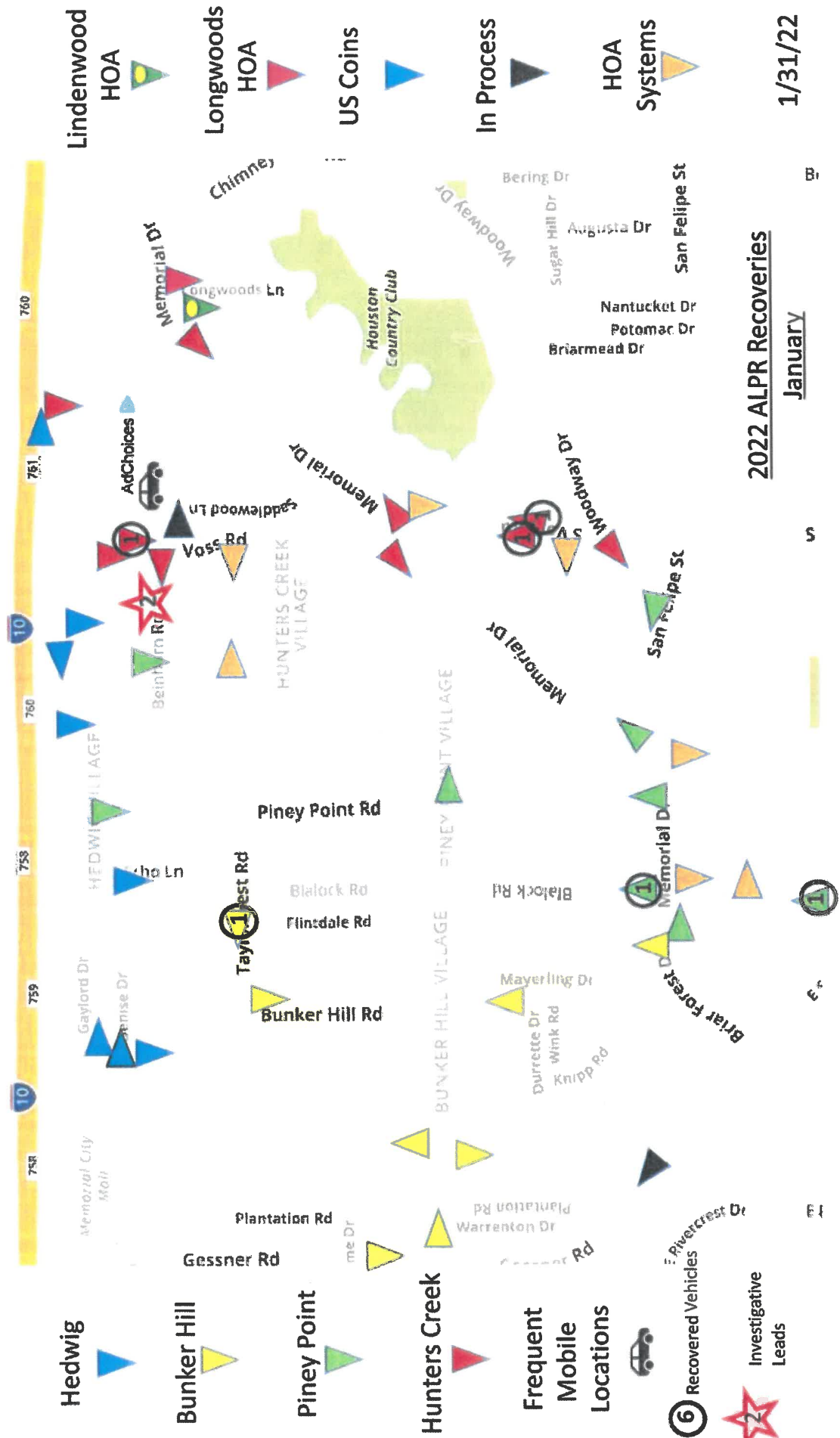
Frequent
Mobile
Locations

Hunters Creek

Piney Point

Bunker Hill

Hedwig



2022 ALPR Recoveries

January

1/31/22

Num	Plate	Vehicle	ALPR Recoveries		Links	Date	Plate Recoveries		
			Loc	Val			Plate Recove	Date	Links
1	PYW1930	Jeep Pat	6	\$ 18,000.00	Missing Person	5-Jan	IS11QH	1/4/2022	
2	NSZ6202	Chev SPK	19	\$ 14,000.00	Fugitive	9-Jan	63B374	1/4/2022	
3	LBH7413	Toy Cam	8	\$ 18,000.00	Burg/Warr	13-Jan			
4	36268G6	Niss Sent	24	\$ 14,500.00		14-Jan			
5	P556946	Chev Impal	22	\$ 21,000.00		20-Jan			
6	27517B1	Blk Lexus	21	\$ 34,000.00	Fel Warrant	30-Jan			

3 of 6 involved in other crimes = 50%

Firearm in vehicle
Temp Tag

2022 Value			
2021 Value	\$ 119,500.00	Recovered	75
2020 Value	\$ 1,147,500.00	Recovered	61
2019 Value	\$ 488,000.00	Recovered	22
Program Total	\$ 1,705,000.00		158

INVESTIGATIVE LEADS

Hits/Reads By Camera

1	7/163,856	17	4/114,389	Total Reads – 3,490,473
2	2/186,881	18	1/141,938	Unique Reads – 1,448,026
3	0/0	19	5/312,219	Hits- 130
4	5/134,795	20	14/277,044	6 Top Hit List- 118
5	2/81,780	21	16/325,614	
6	2/71,350	22	12/305,646	
7	5/216,197	23	9/209,388	
8	3/210,712	24	3/94,512	
9	2/59,479	25	1/59,085	
10	1/98,681	26	1/28,568	
11	0/33,000	29	Riverbend 0/4,588	
12	0/73,857	Station	1/56,765	
13	0/0	#172	0/0 Mott Lane	
14	3/80,297	Trailer	2/69,641	
15	0/6,066	Strey	0/43,141	
16	1/36,608			

2022 ALPR Data Report

Plate Reads Summary

Total Plate Reads:
3,490,473

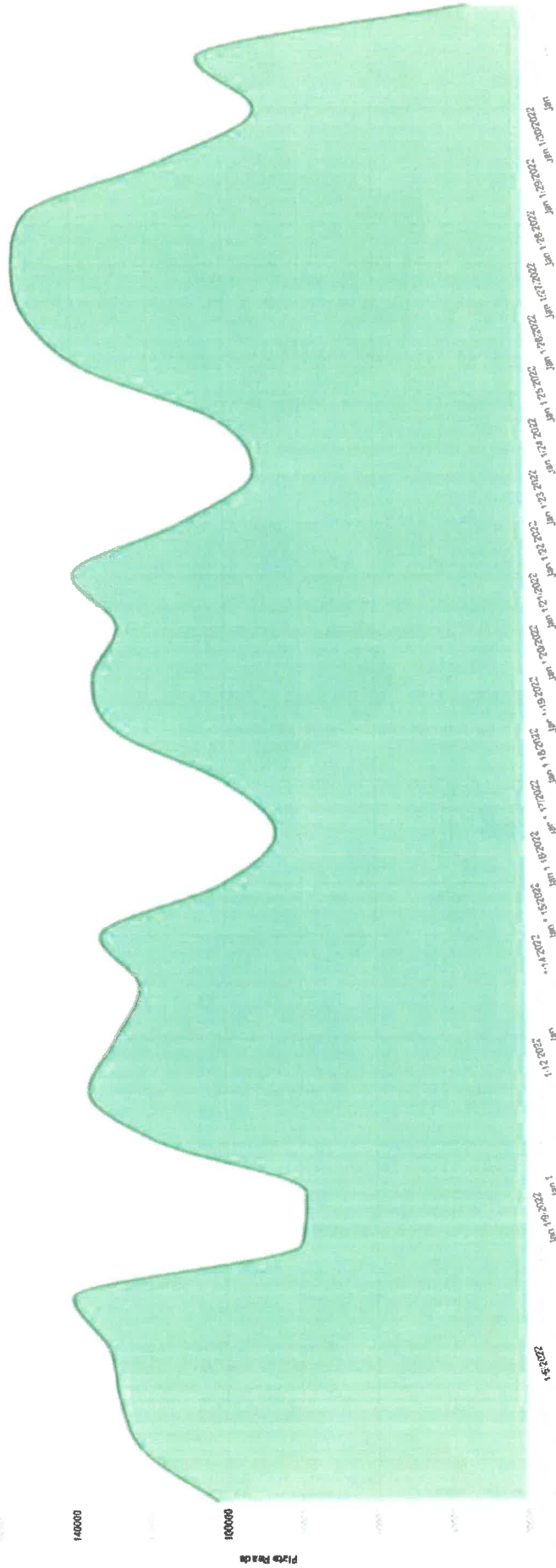
Export 

Jan 3 - Feb 1

Cameras (30)

Search

Plate Reads By Day



Unique Plate Reads Summary

Total Unique Plate Reads:

1,448,026

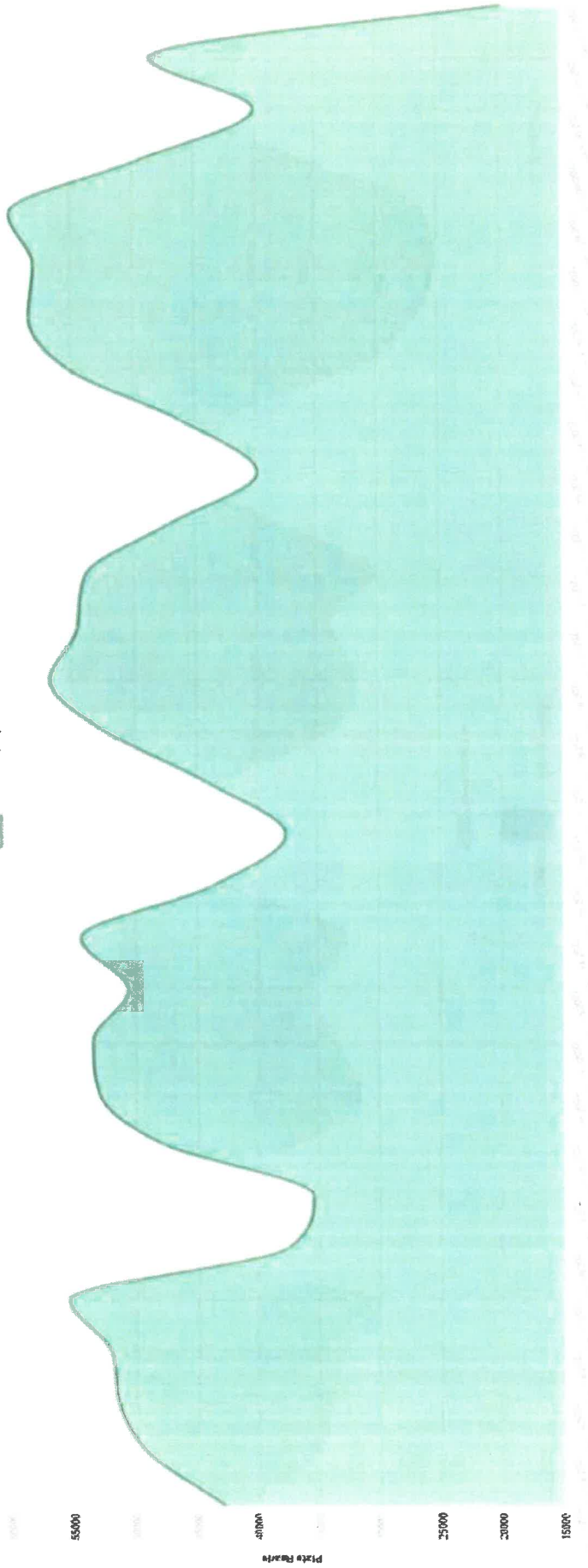
Export 

Jan 3 - Feb 1

Cameras (30)

Search

Plate Reads By Day



Hits Report

Total Hits:
130

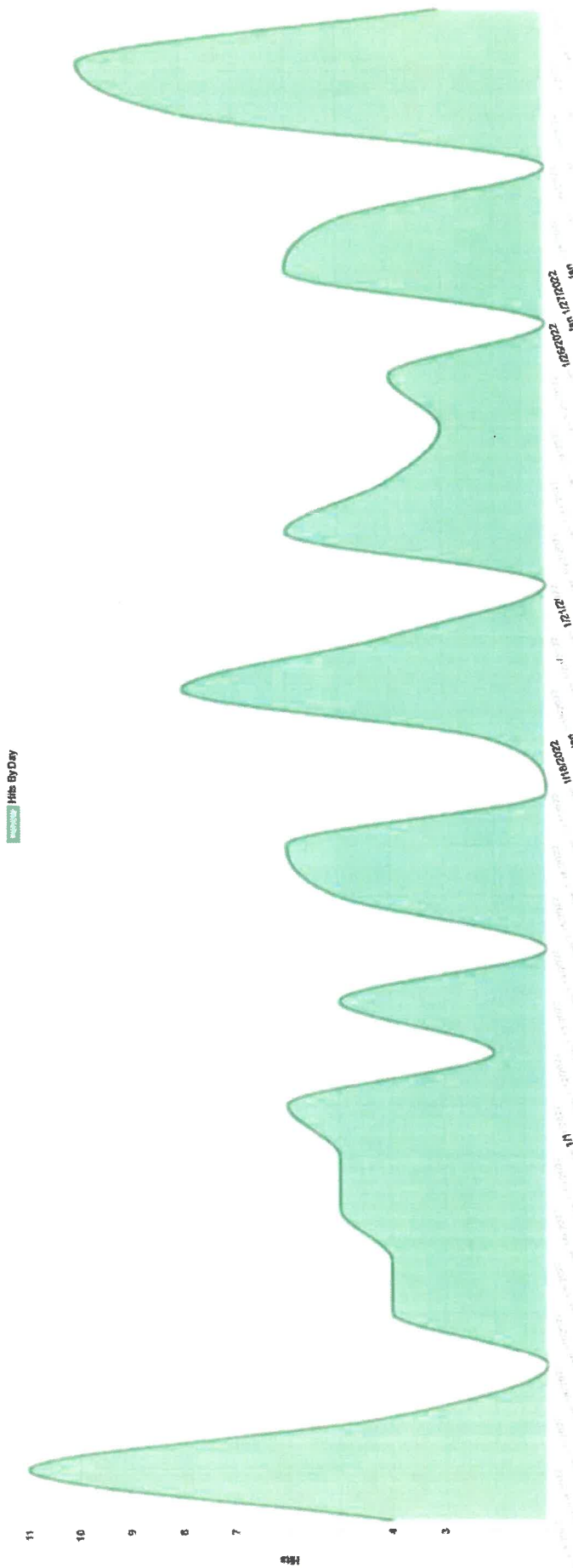
All Categories

Export
CSV

Jan 3 - Feb 1

Topics (14) ~ Cameras (30) ~

Search



Hits Report

Total Hits:
118

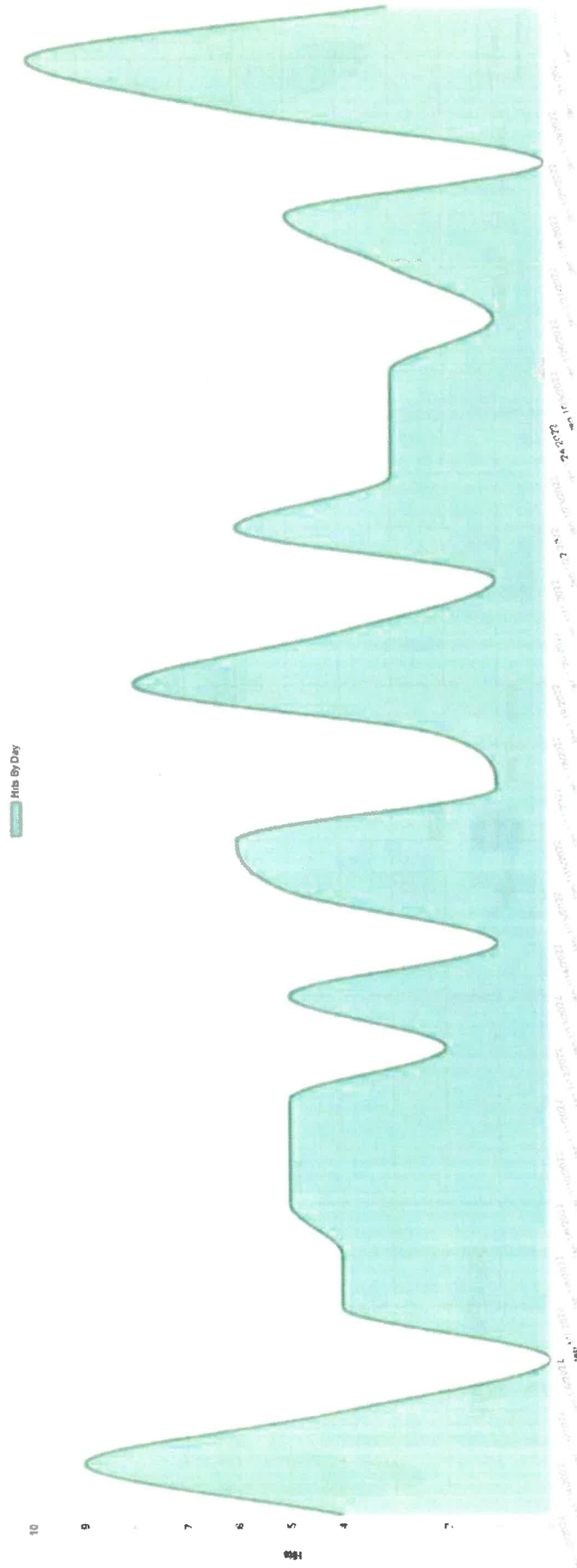
Top 6 Categories

Export 

Jan 3 - Feb 1

Topics (6)  Cameras (30) 

 Search



Hits Report

Total Hits:
5

Sex Offenders Only Hits

Export 

Jan 3 - Feb 1

Topics (1)

Cameras (30)

Search

Hits By Day



2022 Total Incidents

2022	Crimes Against Persons	Crimes Against Property	Quality of Life Incidents	Total	Arrests	Incidents	House Checks	YTD BH INC	YTD BH HC	YTD PP INC	YTD PP HC	YTD HC INC	YTD HC HC
January	2	20	53	75	14	3781	2849	1191	950	1312	1043	1214	854
February													
March													
April													
May													
June													
July													
August													
September													
October													
November													
December													
Total	2	20	53	75	14			1191	950	1312	1043	1214	854

2021 Totals													
Difference													
% Change													

2022 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	* 1:12:06												3	3
BIEHUNKO, JOHN	18:43:22													
BOGGUS, LARRY	* 15:04:47													
BURLESON, Jason	12:07:07												4	4
CANALES, RALPH EDWARD	15:47:48												8	2
CERNY, BLAIR C.	* 10:28:34													
ECKERFIELD, Dillon	14:43:31												7	12
HARWOOD, NICHOLAS	8:52:50												2	
JARVIS, RICHARD	15:27:18												2	8
JONES, ERIC	* 0:00:00													
KELSO JR, RONALD K	18:23:38												4	1
KUKOWSKI, Andy	8:41:08												2	1
LOWRIE, Andy	22:19:30												7	47
MCELVANY, ROBERT	15:57:19												7	15
MILLER, OSCAR	* 2:11:11													
NASH, CHRISTOPHER	5:48:17												1	4
Ortega, Yesenia	13:37:44												2	2
OWENS, LANE	* 1:19:54													
PAVLOCK, JAMES ADAM	7:53:53												2	8
RODRIGUEZ, CHRISTOPHER	* 3:33:25													
SCHANMEIR, CHRISTIAN	13:46:24												3	15
SCHULTZ, RAYMOND	* 0:08:10													
SILLIMAN, ERIC	18:28:11												4	1
SPRINKLE, MICHAEL	2:24:25													1
TAYLOR, CRAIG	14:23:05												4	3
TORRES, PATRICK	17:51:27												5	
VALDEZ, JUAN	12:53:25												2	1
VASQUEZ, MONICA	17:21:21												1	1
WHITE, TERRY	19:20:30												5	1
WILLIFORD, Adam	2:52:41													
* = Admin														130
Total														75

Dispatch Committed Time														Totals
911 Phone Calls														256
3700 Phone Calls														2431
DP General Phone Calls*														

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

**AMENDMENT NO.2021-01**

To
The Amended Budget of the Memorial Villages Police Department
For Fiscal Year 2021
General Fund

DESCRIPTION/PURPOSE: Reclassify budget line items. - Operating Expenditures

ACCOUNT-INCREASE IN APPROPRIATIONS	ACCOUNT NO.	AMOUNT
Overtime	110	\$20,000.00
Gas & Oil	300	\$55,000.00
Auto Maintenance	310	\$12,000.00
General Maintenance	400	\$6,000.00
Stationery/Expendables	520	\$10,000.00
Payroll	540	\$800.00
Telephone	600	\$3,000.00
Natural Gas	630	\$10.00
Software Maintenance Contracts	740	\$1,000.00
Uniforms	810	\$12,000.00
Recruiting costs	860	\$13,000.00
Criminal Investigations	870	\$400.00
	TOTAL	\$133,210.00

ACCOUNT-(DECREASE) IN APPROPRIATIONS	ACCOUNT NO.	AMOUNT
Health Insurance	130	(\$100,000.00)
Auto Insurance	200	(\$10,000.00)
Damage Repair	330	(\$6,000.00)
Equipment maintenance contracts	700	(\$17,210.00)
	TOTAL	(\$133,210.00)

NET EFFECT TO BUDGET IS: \$0.00



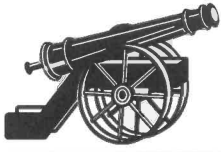
**Memorial Villages Police Dept/City of Bunker Hill/City of Piney Point
Summary of Employee Benefits**

Recommended Benefits for April 1, 2022 - March 31, 2023					
Benefit:	Provider:	Plan Type:	Employer Contribution:	Employee Contribution:	
Health Insurance	<i>United Health Care</i>	<i>Health Savings Account</i>	<i>Employee + 75% Delta Dependent(s) HSA Contributions</i>	<i>25% Delta for Dependent(s)</i>	<i>17% Increase Bundle With Dental and Vision</i>
Dental Insurance (DHMO & PPO)	<i>United Health Care</i>	<i>2 Plans</i>	<i>Same as 2021</i>	<i>Same as 2021</i>	<i>No Change</i>
Vision Insurance	<i>United Health Care</i>	<i>Same</i>	<i>Same as 2021</i>	<i>Same as 2021</i>	<i>No Change</i>
Short Term Disability Insurance	<i>Standard</i>	<i>Same</i>	<i>N/A</i>	<i>100%</i>	<i>No Change</i>
Long Term Disability Insurance	<i>Standard</i>	<i>Same</i>	<i>100%</i>	<i>N/A</i>	<i>4.9%</i>
Basic Life Insurance \$50,000	<i>Standard</i>	<i>Same</i>	<i>100%</i>	<i>N/A</i>	<i>No Change</i>
Additional Life Insurance	<i>Standard</i>	<i>Same</i>	<i>N/A</i>	<i>100%</i>	<i>No Change</i>

Annual Health Care HSA Only Plan Historical Plan Rates

	2015	2016	2017	2018	2019	2020	2021	2022	Cumulative Increase
Increase/Decrease									
City's Budget		5%	-4%	14%	-11%	5%	-12.60%	17.00%	2%
Contributions:	\$91,530							\$ 80,000.00	
Employee Only	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
With Dependents	\$ 2,400.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	
Wellness	\$ 1,000.00 *	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
Walking UHC (up to)							\$ 1,000.00	\$ 1,000.00	
Carrier	Memorial Health	Cigna	Blue Cross Blue Shield	United Health Care					

* *With Commission approval and salary savings*



CITY OF BUNKER HILL VILLAGE

CITY COUNCIL

Agenda Request

Agenda Date: February 15, 2022

Agenda Item No: V

Subject/Proceeding: FIRE COMMISSION LIAISON REPORT

Exhibits: 2022 Year to Date Response Data

Clearance: Karen Glynn, City Administrator


Executive Summary

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

A. Update on Activities

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

January 31, 2021 - Year to Date

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Total Number of Incidents 2021				Life Threatening (LT) EMS Incidents				Life Threatening (LT) Fire Incidents					
	Fire	EMS	Total	# LT EMS	Natl Stand. 6:30	of 90%	Natl. Stand 10:30	of 90%	# LT Fire	Natl Stand. 6:50	of 90%	% of 2021 Calls are:	Fire Alarms	% of Fire Calls
					1st Resp. Time		ALS Resp Time			Response Time		Fire	EMS	
Bunker Hill Village	19	10	29	5	2:31	100%	6:50	100%	1	6:50	100%	66%	34%	53%
Hedwig Village	10	21	31	12	2:48	100%	2:48	100%	3	3:13	100%	32%	68%	30%
Hilshire Village	0	10	10	5	3:13	100%	5:59	100%	0		100%	0%	100%	0%
Hunters Creek Village	19	19	38	9	3:53	100%	5:17	100%	3	3:21	100%	50%	50%	58%
Piney Point Village	19	14	33	6	4:34	100%	4:19	100%	1	4:34	100%	58%	42%	42%
Spring Valley Village	22	12	34	6	1:25	100%	3:34	100%	3	4:06	100%	65%	35%	18%
Houston	13	0	13											
Totals	102	86	188	43	3:04	100%	4:47	100%	11	4:24	100%	54%	46%	33%

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

Column 1: Reflects the cities listed within the chart.

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

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

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

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

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

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

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

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

Column 8 Row A: Reflects the National Standard for total response time for life threatening EMS calls for arrival of Advanced Life Support Equipment and Personnel: 10 minutes 30 seconds.

Column 8: Reflects the year to date, Advanced Life Support equipment and personnel response time for life threatening calls within each jurisdiction.

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

Column 9: Reflects the year to date, percentage of calls, which the national standards is met of ALS response for each jurisdiction.

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

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

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

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

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

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

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

VI

ORDINANCE NO. 22-569

**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, September 21, 2021, October 19, 2021, November 16, 2021 and January 18, 2022 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-five (45) 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 45 days from the date of this ordinance or unless terminated or modified by earlier ordinance of the City.

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

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

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

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

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

PASSED, APPROVED AND ORDAINED on this 15th day of February 2022

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary

VI

Karen Glynn

From: prattjoshw@gmail.com
Sent: Monday, January 10, 2022 8:53 AM
To: Karen Glynn
Subject: Laurie's new neighbor / P&Z vacancy

Hi Karen,

In 2021 we moved from Hunter's Creek to Bunker Hill Village, where my neighbors on one side are the Smyre family and Laurie Rosenbaum on the other a few doors down. I've been serving in some community boards and positions in Hunter's Creek (most recently Board of Adjustment and election judge), and you and I worked together in Sugar Land while I served on the Land Use Advisory Committee a decade ago. Laurie suggested that I reach out to you about the vacancy recently created on P&Z with Jean's resignation.

A little bit about me: I am a finance professional with ConocoPhillips for the past two decades, much of it in Treasury finance. My wife is a surgeon in the medical center, so Bunker Hill is a nice halfway point between the energy corridor and the hospitals. Our daughter has been at First Baptist Academy throughout elementary school, but we are looking to transition to SBMS in the fall now that we're settling into our new home.

I would love to become involved in Bunker Hill now that our family has made it our permanent home. If you have an opportunity with P&Z or somewhere else, I would be grateful for your consideration please. Happy to discuss with you at your convenience if helpful.

Best wishes,
Josh

Josh Pratt
713-517-2027

Birdies Fore Blues 2

THURSDAY,
FEBRUARY 17, 2022
11:00 AM

The Clubs at Houston Oaks | 22602 Hegar Road, Hockley, TX 77447

Birdies Fore Blues 2 is a Memorial-area community effort led by young sports stars supporting our Memorial Village law enforcement. Birdies Fore Blues will host a charity golf tournament to honor these law enforcement professionals on February 17, 2022, at Houston Oaks' Clubs, ranked #2 course in Texas. The tournament format will be made up of 4-player teams, including two players designated by the Team Sponsors, a student-athlete, and a Memorial Villages police officer or first responder. 100% of your contribution will go directly to the Memorial Villages Police Foundation.

MVPF UNDERWRITER	
\$25,000	
Featured on All Materials	
Prominent Tournament Hole Signs	
2 Players on a 4 Person Team	
Spend a Half Day with Memorial Villages Police Cheif and his executive team, including firearms range time and other experiences in a "Day in the life of a modern-day police officer"	
MVPF SPONSOR	
\$10,000	

VI

Featured on All Materials
Prominent Tournament Hole Signs
2 Players on a 4 Person Team

TEAM SPONSOR

\$2,000

Listed on Materials
2 Players on a 4 Person Team

SUPPORTER

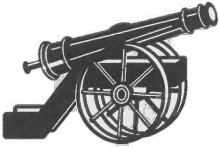
\$1,000 or \$500

For those not attending
Listed on Materials

Donate Here

Birdies Fore Blues | Video

Watch Here



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: February 15, 2022

Agenda Item No: VIII

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE MAYOR TO EXECUTE CONTRACT DOCUMENTS BETWEEN THE CITY OF BUNKER HILL VILLAGE AND JLA CONSTRUCTION SOLUTIONS LLC TO SERVE AS THE CITY'S CONSTRUCTION MANAGER-AT-RISK FOR DESIGN AND CONSTRUCTION OF THE NEW PUBLIC WORKS AND DISASTER OPERATIONS BUILDING**

Exhibits: JLA Construction Solutions LLC – Proposal Excerpts
Project Schedule

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

Executive Summary

In November 2021, the City Council approved Resolution No. 11-16-2021C selecting the Construction Management at Risk Option for the design and construction of the City's Public Works and Disaster Operations Building. This allows the City to select a contractor through a competitive process upfront. The contractor knows and understands the budget and timeframe. The contractor then works with the City and the Architect during the design phase and provides input into constructability, provides value engineering and assists with scheduling. Should the City determine, during the design process, that the project should not proceed with the selected contractor, the contract can be cancelled, and the project proceed as the normal "design-bid-build" approach.

PGAL and Staff conducted the CMAR Proposal Process in December and January. Three contractors submitted proposals. Following interviews, review of proposals, and references, the team is recommending the City Council award the contract to JLA Construction Solutions LLC.

Attached, please find excerpts from the proposal submitted by JLA Construction Solutions LLC. This includes General Company Information & History, Fee Quotation, and References. As noted, JLA will charge a \$2000 per month fee for preconstruction services. The Construction Phase Service Fee is proposed at 4.75% of the proposed contract.

The City and PGAL have developed the project schedule. JLA Construction Solutions LLC commits to assisting the team to meet this schedule.

Staff recommends the City Council approve JLA Construction Solutions LLC as the Construction Manager at Risk for the design and construction of the City's Public Works and Disaster Operations Building.



RFP for General Contracting Services

The City Hall Addition

City of Bunker Hill Village

TABLE OF CONTENTS

Section 1	General Company Information & History
Section 2	Project Personnel & Experience
Section 3	Financial Information
Section 4	Safety Program Information
Section 5	Project Narrative, Testimonials & References
Section 6	Fee Quotation

EXHIBIT A

EACH CONTRACTOR SUBMITTING A PROPOSAL MUST FULLY ANSWER IN WRITING EACH OF THE QUESTIONS. FAILURE TO FULLY ANSWER ANY QUESTION OR COMPLY WITH THE INSTRUCTIONS IS REASON FOR DISQUALIFICATION OF THE PROPOSAL.

A. General Company Information and History (10 Points)

1. General History

1.1 How many years has your organization been in business as a General Contractor and/or Construction Manager? **Six (6)**

1.2 How many years has your organization been in business under its present business name? **Six (6)**

1.2.1 Under what other or former names has your organization operated? **None**

1.3 If your organization is a corporation, please provide the following:

1.3.1 Date of Incorporation

1.3.2 State of Incorporation

1.3.3 President's name **n/a**

1.3.4 Vice president's name(s)

1.3.5 Secretary's Name

1.3.6 Treasurer's Name

1.4 If your organization is a partnership, please provide the following:

1.4.1 Date of Organization

1.4.2 Type of Partnership (if applicable) **n/a**

1.4.3 Names of all partners

1.5 If your organization is individually owned, please provide the following:

1.5.1 Date of Organization **n/a**

1.5.2 Name of owner

1.6 If the form of your organization is other than those listed above, please describe it and name all principals, partners, officers, and/or owners.

Limited Liability Company (Sole Member)

Principal: John R Alvarez

Date of Organization: January 18, 2016

1.7 What is the location of your organization's corporate office, that being defined as the office where the person or persons owning a majority interest in the company spends the majority of their work week?

15825 SH 249, Suite #24, Houston, TX 77086

2. Licensing

2.1 Please provide a list of jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

State of Texas

State of Colorado

State of California

2.2 Please provide a list of jurisdictions in which your organization, partnership, or trade name is filed.

State of Texas

State of Colorado

State of California

3. Experience

3.1 Please provide a list of the categories of work that your organization normally performs with its own forces:

Construction Management

General Construction

3.2 Claims and Suits:

3.2.1 Has your organization ever failed to complete any work awarded to it? **No**

3.2.2 Please describe any judgements, claims, litigation, arbitration or mediation proceedings or suits pending, outstanding or closed against your organization or its officers within the last ten (10) years. **n/a**

3.2.3 Please describe any lawsuits, requested arbitration or mediation with regard to construction contracts your firm may have filed within the last ten (10) years. **n/a**

3.2.4 Please describe any outstanding unresolved claims. **n/a**

3.3 Within the last ten (10) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? **No**

3.4 Please state the annual amount of construction work performed by this organization for each of the past five years:

2021	\$ 2,590,000
2020	3,079,543
2019	1,930,318
2018	1,350,183
2017	\$1,671,000

3.5 Describe the major construction projects your organization has completed in the past five (5) years, giving the name and location of project, owner, architect, original and final contract amount, scheduled and actual date of completion and percentage of the cost of work performed with your own forces.

United Airlines Technical Operations Center – Houston, TX

Owner: United Airlines

Architect: FSB Architects

Original Contract Amount: \$1,080,000

Final Contract Amount: \$1,315,000

Scheduled date of Completion: March 2022

Actual date of Completion: March 2022

% of Work Complete with JLA forces:

100% - Construction Management

100% - Decommissioning at Hobby Airport

DFW Baggage Claim (American Airlines Terminal) – Dallas Ft Worth

Owner: Dallas / Fort Worth

Architect:

Original Contract Amount: \$534,768

Final Contract Amount: \$534,768

Scheduled date of completion: August 2021

Actual date of completion: August 2021

% of Work Complete with JLA forces:

New C North Terminal – IAH Airport, Houston, TX

Owner: United Airlines

Architect: PGAL Architects

Original Contract Amount: \$ 671,000

Final Contract Amount: \$ 931,094

Scheduled date of completion: March 2018

Actual date of completion: March 2018

% of Work Complete with JLA forces: 100% of Construction Management

3.6 Describe the major construction projects your organization has in progress, giving the name and location of project, owner, architect, staff assigned to the projects, construction contract amount, percentage complete and scheduled completion date.

United Airlines Stands Refurbishment Terminal G – Houston TX

Owner: United Airlines

Architect: n/a

Project Manager: Laura Alvarez

Project Superintendent: Rene Flores

Contract Amount: T&M – Currently \$220,000

Scheduled Completion: Ongoing project

United Airlines Technical Operations Center – Houston, TX

Owner: United Airlines

Architect: FSB Architects

Project Executive: John Alvarez

Project Superintendent: Blake Bielski

Original Contract Amount: \$1,080,000

Final Contract Amount: \$1,315,000

Scheduled date of Completion: March 2022

Actual date of Completion: March 2022

% of Work Complete with JLA forces:

(1) In progress: \$ 750,000

(2) Under contract: \$ 5,280,000 (85% complete)

3.7 Describe the projects, if any, of a similar scope that your organization has completed for a municipality or other government entity in the last ten (10) years, giving the name and location of project, owner, developer, architect, staff members and management assigned to projects, construction contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Houston Airport Systems – UTOC Project: Houston, TX

Architect: PGAL Architects

Project Executive: John Alvarez

Project Management performed by JLA Construction for approximately \$1,000,000

EXHIBIT A

F. Fee Quotation

1. Preconstruction Phase Services Fee – Provide the Not-To-Exceed cost of performing Pre-construction Phase Services (design phase) in accordance with the proposed contract and the stated schedule. Include all associated costs such as travel, printing, consultant fees, general overhead, office supplies, etc.

Not-To-Exceed, PreConstruction Phase Services = Three (3) months @ \$2,000 per month.

2. Construction Phase Services Fee – Indicate your fee (overhead and profit) stated as a percentage cost of the work, for providing Construction Phase Services in accordance with the proposed contract, the stated schedule, and any other terms, conditions, or qualifications that apply to the fee. If you charge a different fee for change orders, indicate what fee you charge (overhead and profit) for change orders as a percentage of the cost of the work to be performed under the change order or any other terms, condition, or qualifications that apply to the fee for change orders.

Construction Phase Service Fee is 4.75% of the proposed contract.

For Change Order additions, the fee will be 10% of the change order amount.

For Change Order deductions, the fee will be 0% of the change order amount.

3. State any exceptions, qualifications, or revisions you would propose to a proposed contract based on AIA Document A133-2009 CMc.

There are no exceptions, qualifications, or revisions proposed.

4. **No action required.**

be associated with a project. This includes permitting, documentation, lien waivers, scope definition, change management, schedule management, cost management, reporting and close out. Organizational skills required for these skills rest with the experience of a qualified project manager supported by a home office that is committed to the City of Bunker Hill's success. JLA offers this commitment.

Summary

In summary, JLA offers our partnership to PGAL and the City of Bunker Hill to engage in a project that will bring pride and resourcefulness to the community. As a smaller, close-knit community, the City of Bunker Hill understands the value of personal service, such that it offers to their residents. In a similar fashion, JLA is a smaller organization that is flexible, adaptable and scalable. We understand that most companies can complete this project to the City of Bunker Hill's satisfaction, but JLA aggressively and passionately stand by our commitment to deliver personal service that is based on honesty, integrity and transparency. These are values that go to the heart of our culture as driven down by our leadership. We very much desire to complete this project for the City of Bunker Hill and PGAL Architects. We look forward to creating partnerships and friendships that last well into the future.

2. Testimonials

2.1 Respondents may include up to three (3) one-page letters from owners (professional references) that they have worked with on previous projects. Letter should comment on budget and/or scheduling experiences and qualitative matters related to services received from the contractor or joint venture participants.

Testimonials can be obtained upon request and prior to contract award.

3. References

3.1 Respondents may include other references from owners, architects, and/or engineers that they have worked with on other projects.

Cheryl Gajeske
PGAL Architects
CGajeske@pgal.com
713-854-3082

Kelly Lee
United Airlines – Commercial Real Estate
Kelly.lee@united.com
832-319-7987

Steven Hadley – VP Construction Services
IDEA PUBLIC SCHOOLS

Steven.hadley@ideapublicschools.org
832-527-6861

Brian Telford
Humble ISD, Operational Support Services
Brian.Telford@humbleisd.net
281-641-8740

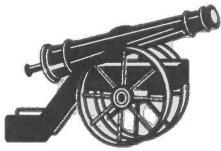
4. Remarks

4.1 The Respondent may include up to two pages to address those issues which do not fall into any of the above categories or to expand on previous answers. No further remarks at this time.

City of Bunker Hill Village
Public Works and Disaster Operations Building
Schedule

ID	Task Name	Duration	Start	Finish	Sep 19	Oct 10	Oct 31	Nov 21	Dec 12	Jan 2	Jan 23	Feb 13	Mar 6	Mar 27	Apr 17	May 8	May 29	Jun 19	Jul 10	Jul 31	Aug 21	Sep 11	Oct 2	Oct 23	Nov 13	Dec 4	Dec 25
1	Advertise for RFP	1 day	Wed 12/29/21	Wed 12/29/21																							
2	Proposals Due and Opened	1 day	Thu 1/20/22	Thu 1/20/22																							
3	Interviews	5 days	Mon 1/24/22	Fri 1/28/22																							
4	City Council Award	1 day	Tue 2/15/22	Tue 2/15/22																							
5	Schematic Design	28 days	Wed 9/22/21	Fri 10/29/21																							
6	Design Development	45 days	Mon 11/1/21	Fri 12/31/21																							
7	Construction Documents	55 days	Mon 1/3/22	Fri 3/18/22																							
8	Permit	10 days	Mon 3/21/22	Fri 4/1/22																							
9	Bidding	15 days	Mon 3/21/22	Fri 4/8/22																							
10	Negotiate GMP and Council Approval	6 days	Mon 4/11/22	Mon 4/18/22																							
11	Award the GMP	1 day	Tue 4/19/22	Tue 4/19/22																							
12	Construction Administration	165 days	Mon 5/2/22	Fri 12/16/22																							
13	Commissioning	10 days	Mon 12/19/22	Fri 12/30/22																							

Durations are shown in Work Days



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: February 15, 2022

Agenda Item No: IX

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE A CHANGE ORDER TO THE CURRENT CONTRACT WITH METRO CITY, LLC FOR THE CONSTRUCTION OF A CONCRETE WALL FOR PUBLIC SAFETY PURPOSES AT THE INTERSECTION OF BUNKER HILL ROAD AND TAYLORCREST IN AN AMOUNT NOT TO EXCEED \$22,000**

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

Budget: Not to exceed \$32,000
2021 Street Maintenance and Operations Budget (01-8830)

Executive Summary

As discussed with the City Council in September 2021, there was another reported accident at the intersection of Bunker Hill Road and Taylorcrest in the early morning, of Saturday, August 7, 2021. The single vehicle involved went through the City's existing bollards, two fences and stopped on the resident's property on Williamsburg. The City's traffic engineer, Manu Isaac has reviewed and analyzed the accident data. Staff has met with the residents as well. Mr. Isaac developed options and the City Council authorized \$32,000 for improvements.

The improvements, budget, and revised costs included:

Improvements:	Approved Budget:	Revised Costs:
Additional flashing signal head	\$6,000	\$6,000
High-impact wall (furnish and install) - <i>located between the fences</i>	\$15,000	\$22,000
Advance warning sign with flashing beacon - <i>approaching the intersection in the City of Houston</i>	\$2,000	\$ 400
Lighting upgrades - (2 new streetlights)	\$4,000	\$ 1,600
	\$27,000	\$30,000
Contingency	\$ 5,000	\$ 2,000
TOTAL	\$32,000	\$32,000

The new traffic signals have been ordered from the City's on-call traffic contractor, Southwest Signal Company, and materials have been backordered. Staff has requested that alternative manufacturers be considered to help reduce delivery time.

One new black Cobra streetlight has been ordered from CenterPoint for the intersection. There is an existing City of Houston streetlight at the intersection. As a result, only one additional light on the Bunker Hill side is needed at the intersection.

Proposals were solicited for the construction of the concrete barrier and one of the three contractors replied with a proposed cost of \$98,000 which exceeded the budget and reasonable cost. Staff approached Metro City, the contractor who recently was awarded the Chapel Belle Project, for a cost to add the concrete barrier to the current Chapel Belle Contract. Metro City submitted a price of \$20,512.17. This amount exceeds the original expected cost of \$15,000; however, staff has balanced the budget with the other items.

Staff is recommending the City Council award a change order to the Chapel Belle Project and have Metro City construct this improvement.

Funding for this work is available through the 2021 street maintenance and operations budget item (01-8830). It is recommended that these funds carryover into 2022. This will come as a budget amendment at a future meeting following the audit.

CHANGE ORDER NO. 1

Contractor: Metro City, LLC Date 02/04/2021

Description:

1. Additional \$20,512.17 for the inclusion of 30-foot concrete barrier wall at the corner of Taylor Crest and Bunker Hill Road. See attached signed plan and details form Kimley-Horn.

Reasons for Change Order:

1. The barrier wall was not included in the original contract and has been requested to be incorporated into the Chapel Belle project by City Staff.

CONTRACT PRICE		CONTRACT TIMES (Calendar Days)	
		To substantial Completion	To final Completion
Total Original Contract:	\$ <u>996,395.00</u>	Original: <u>200</u>	<u>200</u>
Previous C.O.s (DEDUCT):	\$ <u> </u>	Previous C.O.s (DEDUCT): <u> </u>	<u> </u>
This C.O. (DEDUCT):	\$ <u>20,512.17</u>	This C.O. (DEDUCT): <u>0</u>	<u>0</u>
Contract Price with all approved Change Orders:	\$ <u>1,016,907.17</u> + 2.058%	REVISED: <u> </u>	<u> </u>
		Original Completion Date: <u>2/14/22</u>	<u>2/14/22</u>
		Revised Completion Date: <u>2/14/22</u>	<u>2/14/22</u>

The Contractor agrees that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL
STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED:

By:  02/07/22
Engineer (Authorized Signature) Date

APPROVED:

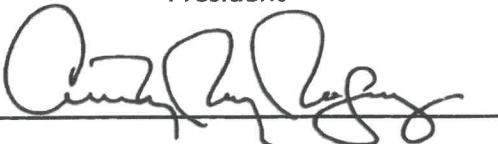
By: _____ Date _____
Owner (Authorized Signature)

ACCEPTED:

By:  2/7/22
Contractor (Authorized Signature) Date

CHANGE PROPOSAL



TO: Mike McClung PE, CFM, ENV SP RPS North America 575 N. Dairy Ashford, Suite 700 Houston, Texas 77079	PROPOSAL # 1 DATE 2/4/22 DATE NEEDED BY Open PROJECT # 312
PROJECT: City of Bunker Hill Paving and Drainage Improvements for Chapel Belle Lane and Tamerlaine Drive	
DESCRIPTION OF CHANGE 30' concrete barrier wall at the corner of Taylor Crest and Bunker Hill Road.	
REASON FOR CHANGE The additional work was not included in the original contract and is being requested as an add on.	
CONTACT SUM CHANGE AMOUNT: \$20,512.17 CONTACT TIME CHANGE AMOUNT: 0 Days	
LABOR: \$9,132.00. EQUIPMENT: \$2,112.00. MATERIAL: \$5,883.00 PROFIT/OH: \$3,384.00	
SUBMITTED BY: Tony Rodriguez President  DATE: 2/4/22	

Cost Breakdown Structure (CBS) Register

METRO CITY CONSTRUCTION 2022-1026--Bunker Hill Concrete Wall

Pay Item Line Number	Description			Unit of Measure	Pay Quantity	Unit Cost	Total Cost (Forecast)	Days (Total)	Labor Total Cost		Owned Equipment Total Cost	Rented Equipment Total Cost	Supplies Unit Cost	Supplies Total Cost	Materials Total Cost	Subcontract Total Cost	Fees Total Cost
1	Barrier Wall			Each	1.00	\$17,127.66	\$17,127.66	14.00	\$9,132.55		\$618.45	\$1,193.70	\$0.00	\$0.00	\$5,382.96	\$800.00	\$0.00
1	Labor			Each	1.00	\$9,132.55	\$9,132.55	7.00	\$9,132.55		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Productivity Factor	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)	Currency	Tag 1	Tag 2		
1	LFM1		Foreman			1.00	0.50	Each	35.00	35.00	\$45.30	\$1,585.35	U.S. Dollar	Pave	Salaried		
2	LFIN1		Finisher - 1			2.00	1.00	Each	140.00	140.00	\$26.09	\$3,653.07	U.S. Dollar	Pave	Hourly		
3	LOP02		Operator - Backhoe Loa			1.00	0.50	Each	35.00	35.00	\$24.76	\$866.58	U.S. Dollar	Pave	Hourly		
4	LSW02		Laborer			2.00	1.00	Each	140.00	140.00	\$21.63	\$3,027.55	U.S. Dollar	Pave	Hourly		
1	Equipment			Each	1.00	\$2,112.15	\$2,112.15	7.00	\$0.00		\$618.45	\$693.70	\$0.00	\$0.00	\$0.00	\$800.00	\$0.00
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Productivity Factor	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)	Currency	Tag 1	Tag 2		
1	EBH4W		Backhoe 4WD			1.00	0.50	Each	35.00	35.00	\$17.67	\$618.45	U.S. Dollar				
2	RDT		Dump Truck			1.00	0.13	Each	9.10	9.10	\$52.00	\$473.20	U.S. Dollar				
3			Pump Truck	1.00	0.00	1.00		Each			\$800.00	\$800.00	U.S. Dollar				
4	RPU		Rental Pickup			1.00	0.50	Each	35.00	35.00	\$6.30	\$220.50	U.S. Dollar				
1	Material			Each	1.00	\$5,882.96	\$5,882.96	0.00	\$0.00		\$0.00	\$500.00	\$0.00	\$0.00	\$5,382.96	\$0.00	\$0.00
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Productivity Factor	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)	Currency	Tag 1	Tag 2		
1			Rebar	1.00	0.00	1.00		LS			\$3,606.21	\$3,606.21	U.S. Dollar				
2			Form Rental	1.00	0.00	1.00		LS			\$500.00	\$500.00	U.S. Dollar				
3	MC3500		Concrete 3500 PSI	15.00	3.00	15.45		Cubic Yar			\$115.00	\$1,776.75	U.S. Dollar	Concrete			
						\$17,127.66	14.00	\$9,132.55		\$618.45	\$1,193.70	\$0.00	\$5,382.96	\$800.00	\$0.00		

PROPOSED SIGNS



MATCH EXISTING STRIPING (225 LF FROM STOP BAR)

INSTALL S1 100' FROM STOP BAR

20' C-C (TYP.)

20' C-C (TYP.)

LEGEND

- A PAV MARK WHITE 4" SOLID
- B PAV MARK WHITE 6" SOLID
- C PAV MARK WHITE 24" SOLID
- D PAV MARK - ARROW
- E PAV MARK "ONLY" WORD
- F TY I C MARKER
- G TY II A-A MARKER
- H PAV MARK DOUBLE YELLOW 4" SOLID
- I EXISTING SIGN ON POST
- J PROPOSED SIGN ON POST
- K DIRECTION OF TRAFFIC

0 15 30
SCALE: 1" = 30'

MATCH EXISTING STRIPING (400 LF FROM STOP BAR)

TAYLORCREST ROAD

BUNKER HILL ROAD

MATCH EXISTING STRIPING (450 LF FROM STOP BAR)

PROPOSED REINFORCED CONCRETE BARRIER WALL, SEE SHEET 2 FOR STRUCTURAL DETAILS

SUMMARY OF QUANTITIES

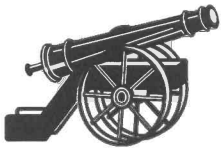
DESCRIPTION	UNIT	ESTIMATED QUANTITY
PAV MARK WHITE 4" SOLID	LF	1000
PAV MARK WHITE 6" SOLID	LF	225
PAV MARK WHITE 24" SOLID	LF	50
PAV MARK DOUBLE YELLOW 4" SOLID	LF	1025
REMOVE STOP BAR BUTTONS	EA	75
REMOVE/SURFACE PREPARATION (ALL WIDTHS)	LF	2300
PAV SURF PREP FOR MARK (ARROW)	EA	1
PAV SURF PREP FOR MARK (WORD)	EA	1
PAV MARK - ARROW	EA	1
PAV MARK "ONLY" WORD	EA	1
TY I C MARKER	EA	15
TY II A-A MARKER	EA	110
SIGN ON POST	EA	1

NOTES

- THIS BASE SHEET WAS PREPARED USING AERIAL IMAGES AND FIELD VISITS. KIMLEY-HORN HAS SHOWN ONLY THE RELEVANT ITEMS FOR SIGNING AND PAVEMENT MARKING DESIGN AND DOES NOT VALIDATE THE COMPLETE ACCURACY OF OTHER ROADWAY ELEMENTS.
- REMOVE ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH THE PROPOSED PAVEMENT MARKINGS.
- ALL PROPOSED SIGNAGE AND STRIPING SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" LATEST EDITION.



CITY OF BUNKER HILL VILLAGE		F-0038	
Kimley-Horn		11700 Dairy Farmway, Suite 600 Houston, Texas 77057	
BUNKER HILL ROAD AT TAYLORCREST ROAD			
PROPOSED SIGNAGE AND PAVEMENT MARKINGS IMPROVEMENTS			
DATE	DESIGNED	CHECKED	PROJECT NO.
11/23/21			



CITY OF BUNKER HILL VILLAGE

CITY COUNCIL

Agenda Request

Agenda Date: February 15, 2022

Agenda Item No: X

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 02-15-2022 A OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT RELEASE DOCUMENTS WITH PHARMACEUTICAL MANUFACTURER ENDO HEALTH SOLUTIONS INC., ENDO PHARMACEUTICALS INC., ENDO INTERNATIONAL PLC, PAR PHARMACEUTICAL, INC., AND PAR PHARMACEUTICAL COMPANIES, INC. ("ENDO"), AS AN ADDITIONAL SETTLING PARTY WITHIN THE NATIONAL OPIOID SETTLEMENT PARTICIPATION PREVIOUSLY AUTHORIZED BY THE CITY.

Exhibits: Resolution No. 02-15-2022 A

Clearance: Karen Glynn, City Administrator

Executive Summary

In October 2021, the City approved Resolution xxx regarding the National Opioid Settlement. Since that time, the City has been notified that pharmaceutical manufacturer Endo Health Solutions Inc., Endo Pharmaceuticals Inc., Endo International PLC, Par Pharmaceutical, Inc., and Par Pharmaceutical Companies, Inc. ("Endo") has now joined the proposed opioid settlement. Olson and Olson have advised that the City should approve an additional resolution.

RESOLUTON NO. 02-15-2022 A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT RELEASE DOCUMENTS WITH PHARMACEUTICAL MANUFACTURER ENDO HEALTH SOLUTIONS INC., ENDO PHARMACEUTICALS INC., ENDO INTERNATIONAL PLC, PAR PHARMACEUTICAL, INC., AND PAR PHARMACEUTICAL COMPANIES, INC. (“ENDO”), AS AN ADDITIONAL SETTLING PARTY WITHIN THE NATIONAL OPIOID SETTLEMENT PARTICIPATION PREVIOUSLY AUTHORIZED BY THE CITY.

WHEREAS, the City of Bunker Hill Village, Texas (the “City”), through Resolution No. 10-19-2021 A, duly authorized participation in the opioid settlement and adopted the Texas Term Sheet; and

WHEREAS, pharmaceutical manufacturer Endo Health Solutions Inc., Endo Pharmaceuticals Inc., Endo International PLC, Par Pharmaceutical, Inc., and Par Pharmaceutical Companies, Inc. (“Endo”) has now joined the proposed opioid settlement; and

WHEREAS, the City Council of the City 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; and

WHEREAS, the City desires to execute the settlement release with ENDO in its entirety as attached as EXHIBIT A; and **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL 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 Mayor is authorized to execute the settlement release documents with ENDO attached as EXHIBIT A in a timely manner.

PASSED AND APPROVED ON THE 15TH DAY OF FEBRUARY 2022.

FOR THE CITY:

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary

EXHIBIT A – ENDO SETTLEMENT RELEASE

[https://www.texasattorneygeneral.gov/sites/default/files/global/files/ENDO%20TX%20Subdivision%20Release%20Form%20\(for%20website\).pdf](https://www.texasattorneygeneral.gov/sites/default/files/global/files/ENDO%20TX%20Subdivision%20Release%20Form%20(for%20website).pdf)

Print, sign, return with Resolution to opioids@oag.texas.gov .

Exhibit A

**TEXAS SUBDIVISION AND SPECIAL DISTRICT
ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid-related Claims against Endo/Par under the terms and conditions set forth in the Endo/Par Texas State-Wide Opioid Settlement Agreement between Endo/Par, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released

¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: _____

Texas Subdivision Name: _____

By: _____

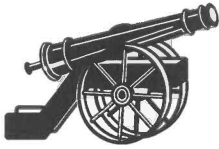
[NAME]

[TITLE]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]



CITY OF BUNKER HILL VILLAGE

CITY COUNCIL

Agenda Request

Agenda Date: February 15, 2022

Agenda Item No: XI & XII

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2-15-2022B OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS REGARDING LINEBARGER GOGGAN BLAIR & SAMPSON, LLP AS BEING FULLY QUALIFIED AS SPECIAL COUNCIL TO PERFORM ALL LEGAL SERVICES NECESSARY TO COLLECT UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION AS PROVIDED IN TEXAS CODE OF CRIMINAL PROCEDURE, ARTICLE 103.0031.

CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT BETWEEN THE CITY OF BUNKER HILL VILLAGE AND LINEBARGER GOGGAN BLAIR & SAMPSON TO PROVIDE COLLECTIONS FOR THE CITY'S MUNICIPAL COURT IN ACCORDANCE WITH STATE LAW PROVISIONS

Exhibits: Resolution No. 02-15-2022 B
Proposal from Linebarger Goggan Blair & Sampson

Clearance: Karen Glynn, City Administrator

Executive Summary

The City has been under contract with Linebarger Goggan Blair & Sampson for Municipal Court Collections since 2010. The City's contract is currently considered year to year. Linebarger Goggan Blair & Sampson has asked that the City update the contract and make a 3-year contract. In addition, there are certain procedures that are now required that need to be approved.

Resolution No 02-15-2022 B has been prepared and is required to be approved. In addition, a separate action is needed for the contract. All current provisions and costs will remain in place. Linebarger Goggan Blair & Sampson have proposed a 3-year contract with the option to automatically renew for an additional two years and an annual basis.

Staff has looked into other collection needs such as tax collections and utility billing. Spring Branch ISD serves as the City's Tax Assessor Collector and also handles collections. The City's utility bill collections are approximately \$3,000 per year and staff is working to reduce this through other means.

It is recommended that the City continue to contract with Linebarger Goggan Blair & Sampson for Municipal Court Collections and requests City Council approval of the resolution and contract.

RESOLUTION 02-15-2022 B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS REGARDING LINEBARGER GOGGAN BLAIR & SAMPSON, LLP AS BEING FULLY QUALIFIED AS SPECIAL COUNCIL TO PERFORM ALL LEGAL SERVICES NECESSARY TO COLLECT UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION AS PROVIDED IN TEXAS CODE OF CRIMINAL PROCEDURE, ARTICLE 103.0031.

WHEREAS, providing adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the consideration of a Contract for Fines and Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP, and

AFTER EXERCISING ITS DUE DILIGENCE, THE CITY OF BUNKER HILL VILLAGE FINDS THAT:

1. There is a substantial need for the legal services to be provided pursuant to the Contract for Fines and Fees Collection Services; and
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Bunker Hill Village at a reasonable cost; and
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the collection fee authorized by Texas Code of Criminal Procedure Art. 103.0031 and because the City of Bunker Hill Village does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees; and

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

SECTION 1. This statement set out in the preamble to this Resolution are true and correct.

SECTION 2. The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings, Texas Government Code, Chapter 551.

PASSED AND APPROVED this 15th day of February 2022

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, P.E.,
Acting City Secretary/City Administrator

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF HARRIS

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the CITY OF BUNKER HILL VILLAGE, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than

60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3

Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. The collection fee stated herein does not apply to an offense committed prior to June 18, 2003. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4

Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective February 16, 2022 and shall expire on February 16, 2025 unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional two year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year term in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's

determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7

Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of Client Services
The Terrace II
2700 Via Fortuna Drive
Suite 400
Austin, TX 78746

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City Secretary Office
City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024

7.06 *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

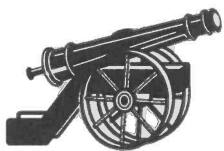
EXECUTED ON the 15th day of February, 2022.

City of Bunker Hill Village

By: _____
Robert P. Lord
Mayor

Linebarger Goggan Blair & Sampson, LLP

By: _____
Richard S. Hill
Capital Partner



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: February 15, 2022

Agenda Item No: XIII

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 02-15-2022 C OF THE CITY COUNCIL OF BUNKER HILL VILLAGE, TEXAS, AUTHORIZING STAFF TO REMOVE UNCOLLECTIBLE AMOUNTS OWED FOR UTILITY ACCOUNTS FROM THE CITY'S UTILITY BILLING SOFTWARE**

Exhibits: Resolution No. 02-15-2022 C

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

Executive Summary

Attached is a resolution authorizing the removal of outstanding utility accounts from the utility billing software. This debt is owed to the Water, Irrigation, Wastewater and Solid Waste Funds. A total of 72 accounts totaling \$17,140.82 have been identified to be removed, representing 11 years of activity from 2009 – 2019. For information purposes, the City purchased and implemented the current software system in 2009.

Delinquent accounts are recommended for removal for various reasons, including:

1. The Statue of Limitations (six (6) years or older) has been met.
2. Bankruptcy (discharge of debt).
3. Death of debtor; and
4. Utility bills have been sent to payers and returned as undeliverable.

The large majority of the utility bills meet the 6-year statute of limitations (48%) which relate to the billings from 2009-2015. The \$17,140.82 represents less than 1% (.52%) of the dollars budgeted for billing revenues in 2021.

It is recommended that uncollectible utility accounts identified be removed from the utility billing software with Council approval on an annual basis going forward. Removing this information does not forgive the debt obligation, but rather is an accounting procedure to aid in properly representing the City's financial position. The City will continue to try to collect unpaid utility bills, and some of this total may still eventually be paid to the City.

RESOLUTION NO. 02-15-2022 C

**A RESOLUTION OF THE CITY COUNCIL OF BUNKER HILL VILLAGE,
TEXAS, AUTHORIZING STAFF TO REMOVE UNCOLLECTIBLE
AMOUNTS OWED FOR UTILITY ACCOUNTS FROM THE CITY'S
UTILITY BILLING SOFTWARE.**

* * * * *

WHEREAS; the City of Bunker Hill Village has unpaid utility accounts dating as far back as 2009; and

WHEREAS; it is recommended by City staff that these amounts be removed from the City's utility billing software; and

WHEREAS, these amounts will still be owed by the persons accruing the debt; now, therefore,

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

Section 1. That the City Council of the City of Bunker Hill Village, Texas hereby authorizes the City staff to remove utility accounts as shown on Exhibit "A" attached hereto from the City's utility billing software.

PASSED, APPROVED, AND RESOLVED this 15th day of February, 2022.

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary

Resolution No. 02-15-2022 C

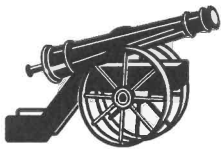
Exhibit A

City of Bunker Hill Village Utility Bill Write Offs

Account	Service Address	Status	Start Date	Final Date	Last Bill Date	Due Date	Pay Date	Billed Thru Date	Outstanding Balance	Outstanding Balance by Year
02-00547-03	11910 HERITAGE LN	Final	2/15/2009	7/2/2009	6/25/2009	7/20/2009	8/31/2009	6/14/2009	55.59	
01-00236-06	12134 TARA DR	Final	2/15/2009	8/3/2009	8/25/2009	9/18/2009	7/8/2009	8/3/2009	65.04	
02-00592-08	4 HUNTINGTON PARK CIR	Final	2/15/2009	8/3/2009	8/25/2009	9/18/2009	6/8/2009	8/3/2009	476.11	
03-01297-10	11603 RAINA LN	Final	2/15/2009	8/14/2009	8/25/2009	9/18/2009	7/6/2009	8/14/2009	64.01	
03-00937-05	213 MAYERLING DR	Final	5/11/2009	9/15/2009	10/26/2009	11/18/2009	7/21/2009	9/15/2009	381.02	
04-01428-03	6 NORVELL CT	Final	4/1/2009	9/16/2009	10/26/2009	11/18/2009	9/21/2009	9/16/2009	452.29	1,494.06
99-00340-00	11930 HOMEWOOD LN	Final	4/23/2009	4/20/2010	2/26/2010	3/18/2010		2/15/2010	524.27	
99-00366-03	4 RIP VAN WINKLE	Final	4/23/2009	4/20/2010	2/26/2010	3/18/2010		2/15/2010	5.7	
99-00451-03	153 HICKORY RIDGE	Final	4/23/2009	4/20/2010	2/26/2010	3/18/2010		2/15/2010	294.52	
99-00647-02	346 KNIPP RD	Final	4/23/2009	4/20/2010	2/26/2010	3/18/2010		2/15/2010	37.08	
99-00811-01	668 BUNKER HILL	Final	4/23/2009	4/20/2010	2/26/2010	3/18/2010		2/15/2010	404.78	
99-00864-00	11731 WINSHIRE CIR	Final	4/23/2009	4/20/2010	2/26/2010	3/18/2010		2/15/2010	424.65	
99-00868-04	11734 GREENBAY LN	Final	4/23/2009	4/20/2010	2/26/2010	3/18/2010		2/15/2010	279.63	
99-00982-00	11705 LONGLEAF LN	Final	4/23/2009	4/20/2010	2/26/2010	3/18/2010		2/15/2010	59.03	
99-01121-03	11706 TIMBERKNOLL ST	Final	4/23/2009	4/20/2010	2/26/2010	3/18/2010		2/15/2010	48.14	
99-01191-01	820 OUR LANE CIR	Final	4/23/2009	4/20/2010	2/26/2010	3/18/2010		2/15/2010	4.31	
99-01206-04	2 CAROLANE TR	Final	4/23/2009	4/20/2010	2/26/2010	3/18/2010		2/15/2010	3.05	
99-01252-02	11619 CHARTWELL CT	Final	4/23/2009	4/20/2010	2/26/2010	3/18/2010		2/15/2010	82.99	
99-01349-07	12303 LONGWORTH LN	Final	4/23/2009	4/20/2010	2/26/2010	3/18/2010		2/15/2010	361.39	
99-11349-08	12303 LONGWORTH LN	Final	4/24/2009	4/20/2010	2/26/2010	3/18/2010		2/15/2010	79.37	
01-00277-06	12017 TALL OAKS	Final	2/15/2009	5/6/2010	6/25/2010	7/19/2010	4/16/2010	5/6/2010	175.84	2,784.75
01-00444-00	11914 DONCASTER RD	Final	2/15/2009	7/25/2011	8/25/2011	9/19/2011	8/9/2011	7/25/2011	164.05	
02-00653-05	322 KNIPP RD	Final	2/15/2009	6/15/2011	8/25/2011	9/19/2011	7/7/2011	6/15/2011	35.6	
03-01228-04	15 CAROLANE TR	Final	6/1/2011	1/4/2012	2/24/2012	3/19/2012	12/16/2011	1/4/2012	392.82	592.47
03-01257-02	550 FLINTDALE RD	Final	11/15/2010	2/16/2012	2/24/2012	3/19/2012		2/16/2012	50.4	
01-00360-02	3 DUCHESS CT	Final	2/15/2009	10/10/2012	10/25/2012	11/19/2012	9/7/2012	10/10/2012	259.21	
03-01096-01	11602 MONICA LN	Final	2/15/2009	11/2/2012	12/24/2012	1/18/2013	11/13/2012	11/2/2012	359.31	668.92
01-00367-00	2 RIP VAN WINKLE	Final	2/15/2009	1/25/2013	2/25/2013	3/18/2013	2/11/2013	1/25/2013	0.96	
01-00307-14	12011 HOMEWOOD PL	Final	6/1/2012	6/12/2013	6/25/2013	7/18/2013	6/17/2013	6/12/2013	0.25	
01-00344-03	11927 HOMEWOOD LN	Final	7/2/2012	6/20/2013	8/23/2013	9/18/2013	5/7/2013	6/20/2013	423.69	
01-00331-01	12019 TAYLORCREST CT	Final	12/26/2012	10/4/2013	10/25/2013	11/18/2013	7/22/2013	10/4/2013	243.81	
03-01163-03	11707 WENDOVER LN	Final	2/15/2009	8/30/2013	10/25/2013	11/18/2013	8/29/2013	8/30/2013	352.9	
02-00846-02	11735 WOOD LN	Final	2/14/2014	12/15/2013	12/26/2013	1/21/2014	12/4/2013	12/15/2013	117.3	1,138.91
03-01297-12	11603 RAINA LN	Final	12/31/2009	3/17/2014	4/25/2014	5/19/2014	2/10/2014	3/17/2014	160.91	
03-01203-00	719 OUR LANE CIR	Final	2/15/2009	8/15/2014	8/25/2014	9/18/2014	8/15/2014	8/15/2014	129.17	
01-00279-05	12020 TALL OAKS	Final	4/11/2012	12/2/2014	12/26/2014	1/20/2015	12/2/2014	12/2/2014	34.46	324.54
01-00486-05	11910 STONEY RIDGE LN	Final	1/4/2012	10/7/2015	10/26/2015	11/18/2015	10/13/2015	10/7/2015	612.14	
01-00307-16	12011 HOMEWOOD PL	Final	12/3/2013	11/16/2015	12/29/2015	1/19/2016	12/29/2015	11/16/2015	614.84	
03-01202-02	721 OUR LANE CIR	Final	8/20/2015	12/10/2015	12/29/2015	1/19/2016	12/29/2015	12/10/2015	50	1,276.98
02-00848-05	11734 WINSHIRE CIR	Final	2/15/2009	4/7/2016	4/25/2016	5/18/2016	3/14/2016	4/7/2016	313.27	
03-01167-02	11706 WENDOVER LN	Final	5/1/2012	3/23/2016	4/25/2016	5/18/2016	3/10/2016	3/23/2016	256.35	
03-01245-07	11615 FLINT FOREST LN	Final	9/16/2015	4/18/2016	4/25/2016	5/18/2016	11/20/2015	4/15/2016	124.3	
04-01480-05	11606 GREEN OAKS	Final	2/15/2009	4/29/2016	6/27/2016	7/18/2016	5/31/2016	4/29/2016	111.78	
02-00824-02	11702 COBBLESTONE DR	Final	8/21/2014	6/20/2016	8/25/2016	9/19/2016	8/14/2016	6/20/2016	68.17	
02-00851-02	11722 WINSHIRE CIR	Final	9/17/2009	7/1/2016	8/25/2016	9/19/2016	8/5/2016	7/1/2016	122.68	
03-01082-02	11613 MONICA LN	Final	8/29/2016	9/1/2016	10/25/2016	11/18/2016		9/1/2016	64.51	
03-01143-02	11706 BRANDON WAY	Final	9/2/2011	11/30/2016	12/27/2016	1/18/2017	12/12/2016	11/30/2016	272.9	1,333.96
03-01243-01	11607 FLINT FOREST LN	Final	12/15/2015	1/31/2017	2/27/2017	3/20/2017	3/10/2017	1/31/2017	0.2	
03-01023-02	11625 BLALOCK LN	Final	5/20/2010	3/20/2017	4/25/2017	5/18/2017	1/10/2017	3/20/2017	642.57	
01-00147-01	250 PLANTATION RD	Final	2/15/2009	5/15/2017	6/26/2017	7/18/2017	5/10/2017	5/15/2017	150.06	
01-00290-04	6 BEEBE LN	Final	7/15/2015	7/14/2017	8/25/2017	9/18/2017	8/8/2017	7/14/2017	81.89	
01-00486-07	11910 STONEY RIDGE LN	Final	11/16/2015	7/17/2017	8/25/2017	9/18/2017	8/1/2017	7/17/2017	128.67	
03-01193-05	822 OUR LANE CIR	Final	7/5/2013	8/7/2017	8/25/2017	9/18/2017	5/10/2017	8/7/2017	296.93	
03-01243-02	11607 FLINT FOREST LN	Final	1/31/2017	6/16/2017	8/25/2017	9/18/2017		6/16/2017	399.93	
01-00150-01	238 PLANTATION RD	Final	6/30/2017	10/2/2017	10/25/2017	11/20/2017	9/27/2017	10/2/2017	180.57	
02-00674-02	314 CHAPEL BELLE LN	Final	4/25/2017	9/1/2017	10/25/2017	11/20/2017	10/9/2017	9/1/2017	141.82	
02-00805-07	673 BUNKER HILL RD	Final	5/20/2013	8/22/2017	10/25/2017	11/20/2017	9/2/2017	8/22/2017	115.96	2,138.60
03-00987-04	11710 FIDELIA CT	Final	10/23/2017	4/16/2018	4/25/2018	5/18/2018	3/15/2018	4/16/2018	188.84	
03-01005-06	11602 APPLEWOOD	Final	12/11/2017	4/16/2018	4/25/2018	5/18/2018	4/12/2018	4/16/2018	349.12	
02-00856-08	11702 WINSHIRE CIR	Final	9/5/2017	6/15/2018	6/25/2018	7/18/2018	6/1/2018	6/15/2018	37.92	
03-01156-00	11722 FLINTWOOD DR	Final	2/15/2009	5/21/2018	6/25/2018	7/18/2018	5/4/2018	5/21/2018	153.67	
02-00654-00	318 KNIPP RD	Final	2/15/2009	7/11/2018	8/27/2018	9/18/2018	7/18/2018	7/11/2018	130.11	

City of Bunker Hill Village
Utility Bill Write Offs

Account	Service Address	Status	Start Date	Final Date	Last Bill Date	Due Date	Pay Date	Billed Thru Date	Outstanding Balance	Outstanding Balance by Year
04-01506-04	7 BRADFIELD CT	Final	8/11/2016	6/22/2018	8/27/2018	9/18/2018	7/9/2018	6/22/2018	91.13	
03-01011-00	225 BYLANE	Final	2/15/2009	10/15/2018	10/25/2018	11/19/2018	9/11/2018	10/15/2018	186.28	
04-01507-02	8 BRADFIELD CT	Final	2/15/2009	8/28/2018	10/25/2018	11/19/2018	9/13/2018	8/28/2018	136.91	
04-01593-07	4 AMBERTON LN	Final	7/31/2018	10/5/2018	10/25/2018	11/19/2018	10/9/2018	10/5/2018	885.71	
03-01011-01	225 BYLANE	Final	10/15/2018	12/17/2018	12/26/2018	1/18/2019		12/15/2018	256.68	
03-01297-16	11603 RAINA LN	Final	4/8/2016	11/7/2018	12/26/2018	1/18/2019	9/28/2018	11/7/2018	530.96	2,947.33
03-01085-04	11625 MONICA LN	Final	2/5/2018	2/15/2019	2/25/2019	3/18/2019	12/13/2018	2/15/2019	1,481.97	
04-01390-04	303 TAMERLAINE DR	Final	11/4/2014	1/14/2019	2/25/2019	3/18/2019	2/12/2019	1/14/2019	109.09	
04-01397-00	12314 LONGWORTH LN	Final	2/15/2009	2/28/2019	4/25/2019	5/20/2019	4/15/2019	2/28/2019	98.28	
01-00236-11	12134 TARA DR	Final	6/5/2019	8/13/2019	8/26/2019	9/18/2019		8/13/2019	429.07	
03-00945-09	249 MAYERLING DR	Final	9/27/2017	8/13/2019	8/26/2019	9/18/2019	7/1/2019	8/13/2019	254.85	
01-00338-03	3 RAIN HOLLOW PL	Final	2/15/2009	10/10/2019	10/25/2019	11/18/2019	9/12/2019	10/10/2019	67.04	2,440.30
									<u>17,140.82</u>	<u>17,140.82</u>



CITY OF BUNKER HILL VILLAGE

CITY COUNCIL

Agenda Request

Agenda Date: February 15, 2022

Agenda Item No: XIV

Subject/Proceeding: XIII. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION REGARDING BUNKER HILL VILLAGE'S RESPONSE TO THE OTHER VILLAGES REGARDING THE PROVISIONS OF THE INTERLOCAL AGREEMENT FOR FIRE AND EMERGENCY SERVICES BETWEEN THE CITIES OF BUNKER HILL VILLAGE, TEXAS, HILSHIRE VILLAGE, TEXAS, HEDWIG VILLAGE, TEXAS, HUNTERS CREEK VILLAGE, TEXAS, PINEY POINT VILLAGE, TEXAS, AND SPRING VALLEY VILLAGE, TEXAS AND THE VILLAGE FIRE DEPARTMENT DATED OCTOBER 2019

Exhibits: Email and Letter from the Attorney for the Fire Commission

Clearance: Karen Glynn, City Administrator

Executive Summary

In accordance with the Interlocal Agreement between the Cities of Bunker Hill Village, Texas, Hilshire Village, Texas, Hedwig Village, Texas, Hunters Creek Village, Texas, Piney Point Village, Texas, and Spring Valley Village, Texas and the Village Fire Department dated October 2019, the City's deadline to decide whether or not to rejoin the Fire Department is May of 2022. The Mayor has received the attached letter regarding this topic. The Mayor and City Council will continue this discussion and have the opportunity for further action if needed.

Karen Glynn

From: Loren Smith <lsmith@olsonllp.com>
Sent: Thursday, January 20, 2022 3:30 PM
To: Robert Lord; Karen Glynn
Subject: Fwd: Village Fire Department - Letter to Bunker Hill regarding potential early reentry
Attachments: VFD - Letter to member cities regarding reentry of Bunker Hill (w attachments) (4892-7845-5562.2).pdf

FYI

Sent from my iPhone

Begin forwarded message:

From: Brandon Morris <Brandon@jgradyrandlepc.com>
Date: January 20, 2022 at 2:14:06 PM CST
To: jimpappas@cityofhunterscreek.com, mark@ppvcouncil.org, mayor@hilshirevillagetexas.com, jinks@hedwigtx.gov, mayor@springvalleytx.com
Cc: John Hightower <jhightower@olsonllp.com>, David Olson <dolson@olsonllp.com>, apetrov@johnsonpetrov.com, Loren Smith <lsmith@olsonllp.com>, Grady Randle <grady@jgradyrandlepc.com>, Marlo Longoria <longoria@villagefire.org>, foster@villagefire.org
Subject: RE: Village Fire Department - Letter to Bunker Hill regarding potential early reentry

Good afternoon Mayors and City Attorneys,

The Board of Commissioners for the Village Fire Department is requesting that each of the member cities place an item on the agenda for their next city council meeting to discuss the possibility of allowing Bunker Hill Village to be readmitted as a full member of the Village Fire Department. Please see the attached letter which outlines our request in further detail. We have set a target date of April 1, 2022 to effectuate reentry, so it is important that we get the discussion process started as quickly as possible. In order to effectuate reentry, it is imperative that each of the member cities execute the amendment to the 1983 Interlocal agreement (enclosed with the attached letter as Exhibit A) without alteration the document.

Accordingly, if any party wishes to make any changes to the proposed Amendment I would recommend having your city attorney reach out to myself and the city attorneys for the remaining member cities to schedule a conference call. That way we can ensure everyone is on the same page and are all executing the same document. If you have any questions please feel free to reach out to our office.

Thank you,

Brandon D. Morris

Randle Law Office Ltd., L.L.P.
Memorial Plaza II
820 Gessner, Suite 1570
Houston, Texas 77024
(281) 657-2000 - Main
(832) 476-9554 - Facsimile



Memorial City Plaza II
820 Gessner, Suite 1570
Houston, TX 77024-4494

January 20, 2022

The Honorable Mayor Jinks & Members of the City Council, City of Hedwig Village

The Honorable Mayor Herron & Members of the City Council, City of Hilshire Village

The Honorable Mayor Pappas & Members of the City Council, City of Hunters Creek Village

The Honorable Mayor Kobelan & Members of the City Council, City of Piney Point Village

The Honorable Mayor Vajdos & Members of the City Council, City of Spring Valley

RE: City of Bunker Hill Village ("Bunker Hill") reentry to Village Fire Department ("VFD")

Dear Mayors & Council Members,

As you all are aware, the City of Bunker Hill Village ("Bunker Hill") submitted a letter dated January 13, 2022, expressing their interest in becoming a full member of the Village Fire Department ("VFD") effective April 1, 2022. By this letter, the VFD Board of Commissioners requests that each of the member cities place an item on the agenda for your next city council meeting to discuss readmitting Bunker Hill Village as a full participating member of the Village Fire Department, effective April 1, 2022. This ensures that there will be ample time to discuss and resolve any potential issues prior to our target effective date of April 1, 2022.

In order to readmit Bunker Hill by April 1, 2022, each of the Member Cities must execute an amendment to the 1983 Interlocal Agreement which originally established the Village Fire Department. Within the same amendment, the existing Services Agreement between Bunker Hill Village and the VFD will be extinguished. The proposed amendment which would accomplish each of these goals is attached to this letter as Exhibit A. Further Discussion of the current relationship between Bunker Hill Village and the Village Fire Department, along with the implications of reentry can be found in the memorandum dated December 13, 2021 attached as Exhibit B. On behalf of the Village Fire Department thank you for your cooperation and attention to this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Brandon D. Morris".

Brandon D. Morris
Randle Law Office LTD., L.L.P

Enclosures

(281) 657-2000
brandon@jgradyrandlepc.com

Exhibit – A

Village Fire Department Interlocal Cooperation Agreement Amendment #6

Village Fire Department Interlocal Cooperation Agreement Amendment #6

Pursuant to Article 16A. of the Village Fire Department Interlocal Cooperation Agreement, all contracting cities hereby approve the following amendment to Article 1 thereof:

Article 1.

“1.00. Notwithstanding any other article or provision herein, Bunker Hill Village is a “Contracting City” under this Agreement. The Interlocal Agreement for Fire Protection and Emergency Services executed November 13, 2019, is hereby extinguished by agreement of all Parties thereto.

(Amend #6 - 4/1/2022)”

This Amendment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Amendment agreement.

HEDWIG VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

HILSHIRE VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

PINEY POINT VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

SPRING VALLEY VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

HUNTERS CREEK VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

BUNKER HILL VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

Exhibit – B

Memorandum Dated December 13, 2021

Re: Readmission Procedure and Implications



Memorial City Plaza II
820 Gessner, Suite 1570
Houston, TX 77024-4494

MEMORANDUM

FROM: Brandon Morris

TO: Chief Foster and the Village Fire Department Board of Commissioners

RE: Bunker Hill Village Admission Procedure and Implications

DATE: December 13, 2021

In October of 2019, the Village Fire Department ("VFD") along with each of its member Cities, and Bunker Hill Village ("Bunker Hill") entered into an Agreement for Fire Protection and Emergency Services ("Service Agreement"). Bunker Hill acknowledged in the Services Agreement that their prior actions had constituted a unilateral withdrawal from the VFD. Accordingly, Bunker Hill is not currently a member of the Village Fire Department. This memorandum addresses the procedures for readmission of Bunker Hill as a member of VFD as well as some of the implications of admitting Bunker Hill as a member.

I. Current Relationship of VFD and Bunker Hill

The Village Fire Department was created through an Interlocal Agreement in 1983 by its member Cities (the "1983 Interlocal"). VFD currently has an active Services Agreement with Bunker Hill Village under which VFD provides fire suppression and EMS services to Bunker Hill (the "Services Agreement"). The Services Agreement has a term of 4 years from January 1, 2020 through December 31, 2023. Under the Services Agreement, Bunker Hill is a customer of the Village Fire Department with no voting rights. Pursuant to the Services Agreement, VFD provides Fire suppression and Emergency services to Bunker Hill at the same level and in the same manner as Fire and Emergency Services are provided to the member cities of the VFD. In return, Bunker Hill pays a proportionate share in an amount equal to 19% of the annual budget of the VFD.

II. Readmission Procedure

The Services Agreement specifically provides that Bunker Hill may become a full member of VFD effective January 1, 2024, provided that Bunker Hill is in good standing under the Agreement and Bunker Hill provides written notice of their intent to become a member by May 1, 2022. This is the only method of re-entry which is specifically addressed in the Services Agreement. In order for Bunker Hill to be admitted as a member of VFD earlier than January 1, 2024, written approval of all member cities is required under either the Services Agreement or the 1983 Interlocal. Since Bunker Hill is no longer a party to the 1983 Interlocal Agreement, the quickest and cleanest method of re-entry would be to



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Houston, TX 77024-4494

amend the 1983 Interlocal Agreement, making Bunker Hill a member of the VFD once again and extinguishing the existing Services Agreement.

III. Implications of Readmitting Bunker Hill

If Bunker Hill were admitted as a member of the VFD, the Board of Commissioners would consist of six (6) members rather than the current five (5) members. This would mean that a quorum of the Board of Commissioners would now require four (4) Commissioners to be present, rather than the current requirement of three (3). There are a number of practical implications of allowing Bunker Hill to be readmitted as a member of the VFD. Generally speaking, Bunker Hill would resume their ability to vote on any official business of the VFD including budget approval. Other important implications are specifically outlined below:

- Under the Services Agreement, Bunker Hill is required to pay a proportionate share in an amount equal to 19% of the approved VFD budget as well as an amount equal to 19% of the total for funds and expenditures approved by VFD in excess of the adopted Annual Budget at the conclusion of each closed fiscal year. Bunker Hill pays these amounts without having any vote regarding the budget or other approved expenditures.
- During the term of the Services Agreement, Bunker Hill assumes any civil liability that may arise from all services provided to Bunker Hill by VFD under the Agreement. Upon re-entry, VFD would assume any potential civil liability for Fire and EMS services provided to Bunker Hill going forward.
- Under the Services Agreement, Bunker Hill must pay a portion of VFD's current post retirement pension liability to be held by VFD. The post retirement liability totaling \$223,668.00 is to be paid to VFD in 1/3 increments (\$74,556.00) on January 1 of each year from 2020-2022. Bunker Hill must additionally make payments for increases to the VFD employee post-retirement liability in arrears on January 1 of each calendar year under the Services Agreement. While re-entry would not relieve Bunker Hill of their proportionate share of these liabilities, these amounts currently held by VFD and any interest earned thereon would have to be immediately repaid to Bunker Hill.
- Terminating the Services Agreement does not relieve Bunker Hill of any obligation or liability of VFD which occurred prior to termination of the Agreement, including any such post retirement pension liability.



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Houston, TX 77024-4494

- Under the current Services Agreement, Bunker Hill is not entitled to any return of ambulance revenues since they are a customer of VFD rather than a member. Once readmitted, Bunker Hill would be entitled to their share of the ambulance funds going forward in the same manner as any other member city.
- Under the Services Agreement, Bunker Hill does not acquire any equity or ownership interest in any equipment assets of VFD. Upon re-entry, Bunker Hill would acquire a proportionate ownership interest in these assets going forward.
- The Services Agreement provides that even if Bunker Hill is readmitted prior to January 1, 2024, Bunker Hill's representatives may not serve as the Chairman or Vice Chairman of VFD until after January 1, 2024.

IV. Conclusion

If readmitted, Bunker Hill would once again be a voting member of the VFD. Under the 1983 ILA, this would affect quorum requirements, budget approval, and the decisions of the VFD going forward. Bunker Hill would be able to appoint a Commissioner and an Alternate to serve on the VFD Board of Commissioners and Bunker Hill's Commissioner would have the right to vote on all official business of the VFD.