

#### CITY OF BUNKER HILL VILLAGE, TEXAS

WHEREAS, Ryan Thomas Jones, a Boy Scout with Troop 641 at Chapelwood United Methodist Church and a Senior at Katy High School approached the City of Bunker Hill regarding the opportunity to work with the City for his Eagle Scout Project; and

WHEREAS, Ryan and the City worked together and proposed a project consisting of creating a sitting area and pet watering station along the Strey Lane and Memorial Drive walking path; and

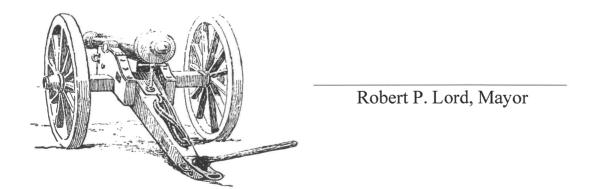
**WHEREAS,** Ryan worked with the City to plan, design, fund, and organize the project. Ryan provided the manpower and implemented the project during the month of February 2022.

**NOW, THEREFORE,** on behalf of the City Council of the City of Bunker Hill Village, I, Mayor Robert P. Lord, do hereby recognize and congratulate

#### Ryan Thomas Jones

On this accomplishment and thank him for selecting the City of Bunker Hill Village as his partner.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of Bunker Hill Village to be affixed this 8th day of March 2022.



# CITY OF BUNKER HILL VILLAGE CITY COUNCIL



#### Agenda Request

Agenda Date: March 8, 2022

Agenda Item No: V

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION REGARDING AN

AMENDMENT TO 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:** Agreement Amendment

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 and City Attorney have provided the attached agreement amendment. The amendment has been considered and is being signed by the Member Cities. The Mayor and City Council will have the opportunity to take action on this agreement amendment.

#### 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, the City of Bunker Hill Village shall be considered a "Contracting City" under this Agreement immediately upon final execution of this Amendment #6. The Interlocal Agreement for Fire Protection and Emergency Services executed November 13, 2019 ("2019 Interlocal Agreement"), is hereby extinguished by agreement of all Parties thereto; provided however, that Section 4.6 of the 2019 Interlocal Agreement shall survive.

(Amend #6 - 4/1/2022)"

**HEDWIG VILLAGE:** 

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.

By: Tom Jinks	Date:	
Mayor		
ATTESTED:		
Kelly Johnson		
City Administrator/City Secretary-Treasurer		
HILSHIRE VILLAGE:		
By:	Date:	
Russell Herron		
Mayor		
ATTESTED:		
Susan Blevins		
City Administrator/City Secretary		

PINEY POINT VILLAGE:	
By:  Mark Kobelan  Mayor	Date:
ATTESTED:	
Karen Farris City Secretary	
By:  Marcus Vajdos  Mayor	Date:
ATTESTED:	
Roxanne Benitez City Secretary	-
By: Jim Pappas Mayor	Date:
ATTESTED:	
Tom Fullen City Administrator/City Secretary	-
BUNKER HILL VILLAGE:	
By: Robert Lord Mayor	Date:

ATTESTED:

Karen Glynn City Administrator/Acting City Secretary	
VILLAGE FIRE DEPARTMENT:	
By:	Date:
ATTESTED:	



#### CITY OF BUNKER HILL VILLAGE **CITY COUNCIL**

#### Agenda Request

**Agenda Date:** 

March 8, 2022

**Agenda Item No:** 

VI

Subject/Proceeding: Police Commissioner's Report

**Exhibits:** 

Resolution No. 03-08-2022 A

Clearance:

Karen Glynn, City Administrator

#### **Executive Summary**

The Police Commission Report will include the following items:

- A. Consideration and Possible Action to Approve Resolution No. 03-08-2022 A of the City Council of the City of Bunker Hill Village, Texas, naming Carl Moerer to replace Jay Smyre as one of the City's two regular commissioners on the Board of Commissioners of the Memorial Villages Police Department
- B. Consideration and Possible action to authorize the Mayor to request that the City's chairmanship of the Board of Commissioners of the Memorial Villages Police Department be delayed until 2023.
- C. Update on Activities
- D. Update on 2023 Annual Budget Process and Preliminary Discussions

The Mayor, Police Commissioner and Police Chief will present these items. Councilmember and Police Commissioner Jay Smyre has shared that he will be moving from the City of Bunker Hill Village in March. Items A and B are provided as a result of his resignation from the Commission.

The Chief's monthly report was not available since the City's Meeting was moved up a week to accommodate Spring Break. Reports will be provided when available.

#### RESOLUTION 03-08-2022 A

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

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

- <u>Section 1</u>. That Carl Moerer shall be, and is hereby appointed to replace Jay Smyre as one of the City's two regular commissioners on the Board of Commissioners of the Memorial Villages Police Department.
- **Section 2**. That the appointment made herein be, and is hereby, made effective as of the date of the adoption.
- <u>Section 3</u>. That the City Secretary be, and she is hereby, authorized and directed to immediately send a certified copy of this Resolution to the Board of Commissioners of the Memorial Villages Police Department and to the Cities of Hunters Creek Village, and Piney Point Village, Texas (the other contracting cities of the Memorial Villages Police Department), at their respective addresses shown.

PASSED, APPROVED, AND ADOPTED this the 8<sup>th</sup> of March 2022.

ATTEST:	Robert P. Lord, Mayor	
Karen H. Glynn, Acting City Secretary		

# CITY OF BUNKER HILL VILLAGE CITY COUNCIL



#### **Agenda Request**

Agenda Date: March 8, 2022

Agenda Item No: VII

Subject/Proceeding: FIRE COMMISSION LIAISON REPORT

**Exhibits:** Resolution No. 03-08-2022 B

Response Data Through February 2022

Clearance: Karen Glynn, City Administrator

#### **Executive Summary**

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

- A. Consideration and Possible Action to Approve Resolution No. 03-08-2022 B of the City Council of the City of Bunker Hill Village, Texas, Naming Said City's Commissioner and Alternate Commissioner on the Board of Commissioners of the Village Fire Department
- B. Update on Activities
- C. Update on 2023 Annual Budget Process and Preliminary Discussions

The Chief's monthly report is attached.

Item A is available for action should the Council approve the Agreement to rejoin the Village Fire Department. Keith Brown has agreed to continue his service and move from Liaison to Commissioner. Clara Towsley has agreed to serve in the alternate position.

#### RESOLUTION 03-08-2022 B

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

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

<u>Section 1</u>. That Keith Brown be, and is hereby appointed as the Commissioner and that Clara Towsley be, and is hereby appointed as the Alternate Commissioner from the City of Bunker Hill Village.

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

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

**PASSED, APPROVED, AND ADOPTED** this the 8<sup>th</sup> of March 2022.

	Robert P. Lord, Mayor
ATTEST:	

# Response Data Through February 2022

		Fire Alarms % of Fire Calls		52%	49%	%0	58%	55%	23%		30%
15		Fire Alarms		17	17	60	22	18	8		83
41			EMS	40%	49%	53%	41%	33%	%09		44%
13		of 90% % of 2021 Calls are:	Fire	%09	51%	41%	29%	%29	40%		26%
12		of 90%		100%	100%			100%	100%		100%
#	Lite Threatening (LT) Fire Incidents	Natl Stand. 6:50	Response Time	5:14	3:07	00:0	2:30	3:27	4:12	the state of	3:25
8	Lite Th	# LT Fire		5	9	0	5	3	2		24.
On.		of 90%		100%	100%	100%	100%	100%	100%		100%
<b>60</b>	cidents	of 90% Natl. Stand 10:30	ALS Resp Time	6:23	3:02	4:46	5:47	4:50	4:22		4:51
7	LT) EMS In	%06 Jo		4001	4001	400%	100%	100%	100%		100%
9	Life Threatening (LT) EMS Incidents	Natl Stand. 6:30	1st Resp. Time	3:50	2:56	3:47	4:35	4:38	3:41		3:49
ιń			#LT EMS	11	22	2	15	10	18		81
4	ints 2022		Total	55	69	15	64	49	65	14	331
m	er of Incide		EMS	22	34	80	26	16	39	0	145
2	Total Number of Incidents 2022		Fire	33	35	7	38	33	26	14	186
1				Bunker Hill Village	Hedwig Village	Hilshire Village	Hunters Creek Village	Piney Point Village	Spring Valley Village	Houston	Totals

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, cardiac arrest, selaures and others.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



#### **ORDINANCE NO. 22-571**

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, January 18, 2022 and February 15, 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 fifty-six (56) 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.

- <u>Section 2.</u> 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 56 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 8th day of March 2022

	Robert P. Lord, Mayor	
ATTEST:		
Karen H. Glynn, Acting City Secretary		



#### CITY OF BUNKER HILL VILLAGE **CITY COUNCIL**

#### **Agenda Request**

**Agenda Date:** 

March 8, 2022

**Agenda Item No:** 

X

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION ON THE

PROJECTS FOR 2022 AS RECOMMENDED BY THE CITY'S

BEAUTIFICATION COMMITTEE

**Exhibits:** 

Clearance:

Steve Smith, Director of Public Works/Building Official

Karen Glynn, City Administrator

#### **Executive Summary**

The Beautification Committee is meeting on Monday, March 7, 2022 to review and recommend a list of priority projects to accomplish in 2022. This list will be based on the \$40,000 budgeted in the 2022 Budget.

The list does include a proposal from CenterPoint for the next installation of streetlights for 2022 along Memorial which is paid by Metro Funds.

This information will be presented to Council at the meeting.

# CITY OF BUNKER HILL VILLAGE CITY COUNCIL



#### **Agenda Request**

Agenda Date:

March 8, 2022

**Agenda Item No:** 

XI

**Subject/Proceeding:** 

CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT WITH TX BBG CONSULTING, INC. FOR BUILDING PLAN REVIEW AND DEVELOPMENT SERVICES AT SET FEE

**AMOUNTS** 

**Exhibits:** 

TX BBG Consulting, Inc. Proposed Contract

Clearance:

Karen Glynn, City Administrator

Steve Smith, Public Works Director/Building Official

#### **Executive Summary**

Staff has been working to improve the City's Development Process. This includes plan review, permitting, and inspections. The City has been contracting for inspection purposes and this has been going very well. With the current amount of redevelopment in the City and the number of City capital projects underway, it is recommended that the City also contract for the plan review and possible other services as well. This will help balance the workload for staff.

The City has been in discussions with TX BBG Consulting, Inc. (BBG) to provide these services. Four of the Six Memorial Villages (Spring Valley, Hilshire, Hedwig and Hunters Creek) currently use BBG and they are very pleased with these services.

BBG has submitted the attached information to begin this process and staff has been performing some trial project reviews. The reviews have been very thorough and satisfactory.

BBG proposes set fees for various items as shown on the proposed contract and fee schedule.

Staff recommends this contract. The City's Finance Director recommends that the current budget be amended to add a "Development Services" expense line (01-00-00-7507) item to properly track this work. If the contract is approved, the amendment will be submitted at a future meeting.

#### AGREEMENT FOR PROFESSIONAL SERVICES

#### STATE OF TEXAS

#### **HARRIS COUNTY**

THIS AGREEMENT, entered into and executed by and between the City of Bunker Hill Village Texas, a body corporate and politic under the laws of the State of Texas, hereinafter called "City", and

TX BBG Consulting, Inc. Kevin Taylor, President 201 Westheimer Rd #G Houston TX 77006 P: 310-308-2177 Ktaylor@BBGcode.com

Hereinafter called "Consultant".

WHEREAS, the **City** desires to contract with the **Consultant** for professional services as discussed below;

WHEREAS, the Consultant represents that it is fully capable of making and qualified to provide assistance to the City and the Consultant desires to perform the same;

NOW, THEREFORE, the **City** and the **Consultant**, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

## SECTION I SCOPE OF AGREEMENT

The **Consultant** agrees to perform certain professional services as defined in "Exhibit A" attached hereto and made a part hereof, hereinafter sometimes called "Scope of Work", and for having rendered such services, the **City** agrees to pay the **Consultant** compensation as stated in the sections to follow. "Exhibit B" describing pricing is also included and sets forth the specific fees applicable to the scope of work.

#### SECTION II CHARACTER AND EXTENT OF SERVICES

The **Consultant** shall render all the professional services as defined in "Exhibit A" attached hereto.

The **City** shall be under no obligation to pay for services rendered without prior authorization. The **City** shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations and recommendations prepared or acquired pursuant to this Agreement with the same force and effect as if the **City** had prepared or acquired the same.

## SECTION III TIME FOR PERFORMANCE

The time for performance is the period beginning on or before March 8, 2022 through March 8, 2024 and may be extended by mutual consent of both parties. Upon written request of the Consultant, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which the Consultant has no control.

This Agreement is terminable at will by the **City** providing a forty-five (45) day written notice to **Consultant** or by **Consultant** providing the **City** a ninety (90) day written notice. **Consultant** will be due the portion of the fees earned up to the time of termination.

## SECTION IV COMPLIANCE AND STANDARDS

Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the management consulting profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Consultant's performance. Consultant agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Consultant pursuant to this Agreement, and Consultant shall and does hereby agree to indemnify and hold harmless the City, its officers, agents, and employees from any and all damages, loss or liability of any kind, whatsoever, by reason of death or injury to property or third persons caused by the negligent act or omission of Consultant, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Contract.

## SECTION V THE CONSULTANT'S COMPENSATION

For, and in consideration of, the services rendered by the **Consultant** pursuant to this Agreement, the **City** shall pay to the **Consultant** the amount detailed in "Exhibit B"; said amount being hereinafter called the "total basic fee". Compensation shall be only for services rendered as requested by the **City** in official communication from the **City**.

#### SECTION VI TIME OF PAYMENT

Payment by the **City** to the **Consultant** shall be made as follows:

Within thirty (30) days of the end of each calendar month during the performance of the individual assignments, Consultant shall submit to the City, an invoice in a form acceptable to the City. This invoice shall set forth the charges for the services provided which were completed during such billing period, and the compensation which is due for same. The invoice must contain the street address, description of services, and date performed. The City shall review the same and approve it with such modifications, as it may deem appropriate. The City shall pay each invoice as approved within thirty (30) days after receipt of a true and correct invoice by the Consultant to the City. The approval or payment of any such invoice shall not be considered to be evidence of performance by the Consultant to the point indicated by such invoice or of the receipt of or acceptance by the City of the work covered by such invoice.

## SECTION VII ADDRESS AND NOTICES AND COMMUNICATIONS

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party. This shall be done either (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteed "next day delivery," addressed to the party to be notified, or (iv) by sending the same by facsimile with confirming copy sent by mail, (v) by email, with receipt, from the City Administrator, or her/his designee. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the **Consultant** at the following address:

TX BBG Consulting, Inc. ATTN: Kevin Taylor 201 Westheimer Rd #G Houston, TX 77006 Ktaylor@BBGcode.com

#### SECTION VIII SUCCESSORS AND ASSIGNS

The **City** and the **Consultant** bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the **City** nor the **Consultant** shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

#### SECTION IX MEDIA

Contact with the news media shall be the sole responsibility of the **City**. **Consultant** shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the **City**.

## SECTION X MODIFICATIONS

This instrument, including Exhibits "A" and "B," contains the entire Agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

#### SECTION XI AUTHORITY OF CITY ADMINISTRATOR

All work to be performed by the **Consultant** hereunder shall be performed to the satisfaction of the City Administrator of the **City of Bunker Hill Village**. The City Administrator (or his designee) shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the **Consultant** and the decisions of the City Administrator in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the City Administrator to alter, vary or amend this Agreement.

## SECTION XII MISCELLANEOUS

- 1. No Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.
- 2. <u>Compliance</u>. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with the applicable state, local, and federal laws. Any complaint from either the **City** or general public concerning **professional services** by **Consultant** shall be responded to within one business day by the **Consultant**.
- 3. <u>Governing Law.</u> This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.
- 4. <u>Headings.</u> Paragraph headings contained in this Agreement are for convenience only and should in no manner be construed as part of this Agreement.
- 5. <u>Legal Construction</u>. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.
- 6. <u>Prior Agreements Superseded</u>. This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting that subject matter.
- 7. Venue. All amounts due under this Agreement, including, but not limited to, payments under this Agreement or damages for breach of this Agreement, shall be paid and due in Harris County, Texas, which is the county in which the principal administrative office of **City** is located. It is specifically agreed among the parties to this Agreement, that this Agreement is fully performable in Harris County, Texas.
- 8. <u>Insurance</u>. Consultant agrees to name the **City** and its interests as a certificate holder on consultant's insurance policy per attached document.
- 9. No Joint Venture/Independent Contract: The parties agree that this agreement is not intended to create nor does create a joint venture between the parties and consultant at all times is retained as an independent contractor and not an employee of the City.
- 10. <u>Anti-Boycott Verification</u>. As required by Chapter 2270, Texas Government Code, the **Consultant** hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel"

means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

11. <u>Iran, Sudan and Foreign Terrorist Organizations</u>. Pursuant to Chapter 2252, Texas Government Code, the **Consultant** represents and certifies that, at the time of execution of this Agreement neither the **Consultant**, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

This document and included instruments are the entire contract and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, said **City of Bunker Hill Village** has lawfully caused these presents to be executed by the City Administrator of said **City**, and the corporate seal of said Municipality to be hereunto affixed and this instrument to be attested by the City Secretary; and the said **Consultant**, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

	DONE at City of Bunker Hill		
	Village, Texas on the	day of	, 2022.
By:			
Dy.	Robert P. Lord		
	Mayor		
	Date		
ATT	EST:		
By:			
,			
	Karen H. Glynn		
	Acting City Secretary		
	Date		
~~~			
CON	ISULTANT		
By:			
	Kevin Taylor		
	President TX BBG Consulting, Inc.		
	Date		

#### Exhibit "A"

#### **Scope of Services**

- A. Plan Review. All reasonable efforts shall be made by TX BBG Consulting to perform plan reviews when, at the request of the City, there is a need for immediate services. Digital plans shall be sent by a link or shared directory for review and paper plan sets shall be picked up by BBG within 48 hours from the time of notification from the City. BBG shall return the plans to the City with typed comments within eight (8) business days from the original date of notification. Plan review services shall be performed for a fee as detailed in Table 1 of Exhibit B.
- **B. Building Official and City Planner Services.** Building Official and City Planner, Services. The Consultant shall provide the City of Bunker Hill Village with a qualified Building Official and City Planner to perform duties, as needed, to assist the Building Department in implementing procedures to make the building department more effective, advise and assist on zoning ordinance review & edits, project management, or other services as requested. Consultant's staff shall make a diligent effort to recommend and implement agreed upon improvements. The city from time to time may request building code interpretation or explanation from the Consultant based on their expertise in this field. The final interpretive authority rests with the City. The services detailed shall be performed at an hourly rate for a fee as detailed in Table 2 of Exhibit B.
- C. Inspections. Inspections shall be performed on an "as-needed" basis, upon notification of inspection request from the City. All reasonable efforts shall be made by TX BBG Consulting to perform inspections when, at the request of the City, there is a need for immediate services. Such inspections shall be performed at no additional cost to the City. TX BBG Consulting will provide next-day inspection services for all inspection requests received before 5 p.m. The services detailed shall be performed at an hourly rate for a fee as detailed in Table 3 of Exhibit B.

# Exhibit "B" Fee Details

Table 1. Plan Review Services

Table 1. I fall Review Services				
Plan Review Services				
Service	Fee			
	\$550 per Residential New Home (includes two resubmittal reviews) & \$100 per subsequent submittal after two			
All remodels and additions.	\$175 per project (includes two resubmittal review) & \$50 per subsequent submittal after two			
Miscellaneous permit reviews (solar panels, generators).	\$70 per project (includes two resubmittals) & \$50 per subsequent submittal after two			

**Table 2. Hourly Rates** 

Building Official, & Planner Services				
Building Official	\$95.00/hr			
Senior Planner	\$105.00/hr			
Planner II	\$ 65.00/hr			
Permit Clerk	\$ 45.00/hr			

**Table 3. Inspection Services** 

Service	Totals
Inspection Services	\$30.00 per inspection



#### AGREEMENT FOR PROFESSIONAL SERVICES

#### STATE OF TEXAS

#### **HARRIS COUNTY**

THIS AGREEMENT, entered into and executed by and between the City of Bunker Hill Village Texas, a body corporate and politic under the laws of the State of Texas, hereinafter called "City", and

TX BBG Consulting, Inc. Kevin Taylor, President 201 Westheimer Rd #G Houston TX 77006 P: 310-308-2177 Ktaylor@BBGcode.com

Hereinafter called "Consultant".

WHEREAS, the City desires to contract with the Consultant for professional services as discussed below;

WHEREAS, the Consultant represents that it is fully capable of making and qualified to provide assistance to the City and the Consultant desires to perform the same;

NOW, THEREFORE, the **City** and the **Consultant**, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

#### SECTION I SCOPE OF AGREEMENT

The **Consultant** agrees to perform certain professional services as defined in "Exhibit A" attached hereto and made a part hereof, hereinafter sometimes called "Scope of Work", and for having rendered such services, the **City** agrees to pay the **Consultant** compensation as stated in the sections to follow. "Exhibit B" describing pricing is also included and sets forth the specific fees applicable to the scope of work.

#### SECTION II CHARACTER AND EXTENT OF SERVICES

The **Consultant** shall render all the professional services as defined in "Exhibit A" attached hereto.

The **City** shall be under no obligation to pay for services rendered without prior authorization. The **City** shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations and recommendations prepared or acquired pursuant to this Agreement with the same force and effect as if the **City** had prepared or acquired the same.

## SECTION III TIME FOR PERFORMANCE

The time for performance is the period beginning on or before March 8, 2022 through March 8, 2024 and may be extended by mutual consent of both parties. Upon written request of the Consultant, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which the Consultant has no control.

This Agreement is terminable at will by the **City** providing a forty-five (45) day written notice to **Consultant** or by **Consultant** providing the **City** a ninety (90) day written notice. **Consultant** will be due the portion of the fees earned up to the time of termination.

## SECTION IV COMPLIANCE AND STANDARDS

Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the management consulting profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Consultant's performance. Consultant agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Consultant pursuant to this Agreement, and Consultant shall and does hereby agree to indemnify and hold harmless the City, its officers, agents, and employees from any and all damages, loss or liability of any kind, whatsoever, by reason of death or injury to property or third persons caused by the negligent act or omission of Consultant, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Contract.

## SECTION V THE CONSULTANT'S COMPENSATION

For, and in consideration of, the services rendered by the **Consultant** pursuant to this Agreement, the **City** shall pay to the **Consultant** the amount detailed in "Exhibit B"; said amount being hereinafter called the "total basic fee". Compensation shall be only for services rendered as requested by the **City** in official communication from the **City**.

#### SECTION VI TIME OF PAYMENT

Payment by the **City** to the **Consultant** shall be made as follows:

Within thirty (30) days of the end of each calendar month during the performance of the individual assignments, Consultant shall submit to the City, an invoice in a form acceptable to the City. This invoice shall set forth the charges for the services provided which were completed during such billing period, and the compensation which is due for same. The invoice must contain the street address, description of services, and date performed. The City shall review the same and approve it with such modifications, as it may deem appropriate. The City shall pay each invoice as approved within thirty (30) days after receipt of a true and correct invoice by the Consultant to the City. The approval or payment of any such invoice shall not be considered to be evidence of performance by the Consultant to the point indicated by such invoice or of the receipt of or acceptance by the City of the work covered by such invoice.

## SECTION VII ADDRESS AND NOTICES AND COMMUNICATIONS

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party. This shall be done either (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteed "next day delivery," addressed to the party to be notified, or (iv) by sending the same by facsimile with confirming copy sent by mail, (v) by email, with receipt, from the City Administrator, or her/his designee. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the **Consultant** at the following address:

TX BBG Consulting, Inc. ATTN: Kevin Taylor 201 Westheimer Rd #G Houston, TX 77006 Ktaylor@BBGcode.com

#### SECTION VIII SUCCESSORS AND ASSIGNS

The **City** and the **Consultant** bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the **City** nor the **Consultant** shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

#### SECTION IX MEDIA

Contact with the news media shall be the sole responsibility of the **City**. **Consultant** shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the **City**.

## SECTION X MODIFICATIONS

This instrument, including Exhibits "A" and "B," contains the entire Agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

#### SECTION XI AUTHORITY OF CITY ADMINISTRATOR

All work to be performed by the **Consultant** hereunder shall be performed to the satisfaction of the City Administrator of the **City of Bunker Hill Village**. The City Administrator (or his designee) shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the **Consultant** and the decisions of the City Administrator in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the City Administrator to alter, vary or amend this Agreement.

## SECTION XII MISCELLANEOUS

- 1. <u>No Waiver</u>. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.
- 2. <u>Compliance</u>. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with the applicable state, local, and federal laws. Any complaint from either the **City** or general public concerning **professional services** by **Consultant** shall be responded to within one business day by the **Consultant**.
- 3. <u>Governing Law.</u> This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.
- 4. <u>Headings.</u> Paragraph headings contained in this Agreement are for convenience only and should in no manner be construed as part of this Agreement.
- 5. <u>Legal Construction</u>. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.
- 6. <u>Prior Agreements Superseded</u>. This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting that subject matter.
- 7. <u>Venue.</u> All amounts due under this Agreement, including, but not limited to, payments under this Agreement or damages for breach of this Agreement, shall be paid and due in Harris County, Texas, which is the county in which the principal administrative office of **City** is located. It is specifically agreed among the parties to this Agreement, that this Agreement is fully performable in Harris County, Texas.
- 8. <u>Insurance</u>. Consultant agrees to name the **City** and its interests as a certificate holder on consultant's insurance policy per attached document.
- 9. No Joint Venture/Independent Contract: The parties agree that this agreement is not intended to create nor does create a joint venture between the parties and consultant at all times is retained as an independent contractor and not an employee of the City.
- 10. <u>Anti-Boycott Verification</u>. As required by Chapter 2270, Texas Government Code, the **Consultant** hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel"

means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

11. <u>Iran, Sudan and Foreign Terrorist Organizations</u>. Pursuant to Chapter 2252, Texas Government Code, the **Consultant** represents and certifies that, at the time of execution of this Agreement neither the **Consultant**, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

This document and included instruments are the entire contract and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, said **City of Bunker Hill Village** has lawfully caused these presents to be executed by the City Administrator of said **City**, and the corporate seal of said Municipality to be hereunto affixed and this instrument to be attested by the City Secretary; and the said **Consultant**, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

	DONE at City of Bunker Hill Village, Texas on the	day of	, 2022.
	- mage, remains on the		
By:			
<i>D</i> y.	Robert P. Lord Mayor		
	Date		
ATT]	EST:		
By:			
	Karen H. Glynn Acting City Secretary		
	Date		
CON	SULTANT		
By:			
	Kevin Taylor President TX BBG Consulting, Inc	c.	
	 Date		

#### Exhibit "A"

#### **Scope of Services**

- A. Plan Review. All reasonable efforts shall be made by TX BBG Consulting to perform plan reviews when, at the request of the City, there is a need for immediate services. Digital plans shall be sent by a link or shared directory for review and paper plan sets shall be picked up by BBG within 48 hours from the time of notification from the City. BBG shall return the plans to the City with typed comments within eight (8) business days from the original date of notification. Plan review services shall be performed for a fee as detailed in Table 1 of Exhibit B.
- **B. Building Official and City Planner Services.** Building Official and City Planner, Services. The Consultant shall provide the City of Bunker Hill Village with a qualified Building Official and City Planner to perform duties, as needed, to assist the Building Department in implementing procedures to make the building department more effective, advise and assist on zoning ordinance review & edits, project management, or other services as requested. Consultant's staff shall make a diligent effort to recommend and implement agreed upon improvements. The city from time to time may request building code interpretation or explanation from the Consultant based on their expertise in this field. The final interpretive authority rests with the City. The services detailed shall be performed at an hourly rate for a fee as detailed in Table 2 of Exhibit B.
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# Exhibit "B" Fee Details

Table 1. Plan Review Services

Plan Review Services								
Service	Fee							
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Planner II	\$ 65.00/hr						
Permit Clerk	\$ 45.00/hr						

**Table 3. Inspection Services** 

Service	Totals			
Inspection Services	\$30.00 per inspection			





#### CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)** 09/13/2021

- 1	_	OEITI III	O/11					09/13/2021					
PRODUCER  CONTRACTORS CONNECTION INSURANCE SERVICES LLC 118 W. COLORADO BLVD #2  MONROVIA,CA 91016						THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.							
MONKOVIA,CA 91016					INSURERS AFFORDING COVERAGE			NAIC #					
INSURED							RANCE COMPANY INC	NAIC#					
						INSURER A: HISCOX INSURANCE COMPANY INC							
TX BBG CONSULTING INC 201 WESTHEIMER RD. STE G HOUSTON,TX 77006					INSURER C:		,						
					INSURER D:	TEXAS MUTU	JAL INSURANCE COMPAN	Y					
					INSURER E:	HISCOX INSU	RANCE COMPANY INC						
CO	VER	AGES											
A P	THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
INSR	ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY	EFFECTIVE MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	3					
LIN		GENERAL LIABILITY	VVD G 4600004 GGV 01		*		EACH OCCURENCE	\$1,000,000					
A	$\boxtimes$	COMMERICAL GENERAL LIABILITY	UDC-4629934-CGL-21	10/14/	1/2021	10/14/2022	DAMAGE TO RENTED	\$100,000					
		CLAIMS MADE OCCUR					PREMISES (Ea occurrence) MED EXP (Any one person)	\$5,000					
							PERSONAL & ADV INJURY	\$1,000,000					
							GENERAL AGGREGATE	\$2,000,000					
		GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$S/T GEN AGG.					
		POLICY PROJECT LOC					THOSE TO COMIT FOR ACC	\$					
		AUTOMORIU E LIA PILITEV						\$					
В		AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Each Occurrence)	\$					
		ALL OWNED AUTOS					BODILY INJURY (Per person)	\$					
		SCHEDULED AUTOS  HIRED AUTOS					BODILY INJURY (Per accident)	\$					
		NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$					
$\vdash$		GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$					
		ANY AUTO					OTHER THAN EA ACC	\$					
							AUTO ONLY: AGG	\$					
		EXCESS/UMBRELLA LIABILITY					EACH OCCURRENCE	\$					
C	ш	OCCUR CLAIMS MADE  DEDUCTIBLE					AGGREGATE	\$t					
								\$					
								\$					
		RETENTION \$						\$					
		WORKERS COMPENSATION AND	002053649	10/14	/2021	10/14/2022	WC STATU- OTH- TORY LIMITS ER						
D		EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECU-		10/14	1/2021	10/14/2022	E.L. EACH ACCIDENT	\$1,000,000					
		ANY PROPRIETOR/PARTNER/EXECU- TIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - EA EMPLOYEE	\$1,000,000					
							E.L. DISEASE - POLICY LIMIT	\$1,000,000					
Е		OTHER  DROCESSIONAL LIABILITY	UDC-4629934-EO-21	10/14/2021		10/14/2022	OCCURRENCE	\$1,000,000					
	_	PROFESSIONAL LIABILITY					AGGREGATE	\$1,000,000					
DES	CDID	ION OF OPERATIONS / LOCATIONS / VEHIC	CLES / EXCLUSIONS ADDED BY	ENDORSI	EMENT / SPEC	IAL PROVISIONS							
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED													
CERTIFICATE HOLDER CANCELLATION													
CITY OF HEDWIG VILLAGE 955 PINEY POINT RD. HOUSTON,TX 77024					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE								

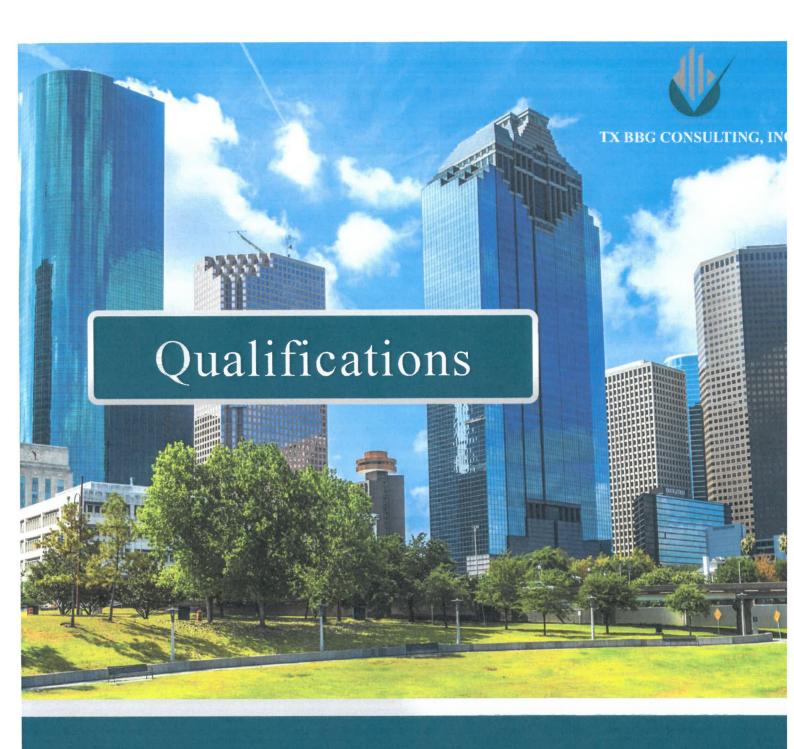
#### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contact between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



TX BBG Consulting, Inc.

Proposal for Services:









Better Service

Reduced Costs

Consistent Quality

Whether your community has short-term or long-term needs, TX BBG Consulting offers a solution that fits your community's unique preferences and requirements. BBG's team of professionals can be mobilized to help see a specific large-scale or complex project through to completion. This gives you the resources and expertise you need to handle these projects without compromising service or quality. We can also provide extended support for your building department to manage higher demand without hiring a long-term dedicated staff.

With either option, we create a seamless partnership working to improve efficiency, reduce costs, and ensure a safe, friendly, and customer-focused environment for your citizens and developers. With a contract for supplemental services, BBG provides our staff with all vehicles, insurance, technology, training, and certifications. We offer plan review, project support, and in-person or virtual inspection services.

Consider the use of technology as an alternative to an in-person inspection. Utilizing a mobile device, customers can now connect with BBG inspectors through a video call to complete their inspections remotely at a time of their choosing. No additional software required. As a third-part building official, we've designed our services with the same struggles in mind that we and our peers have experienced. BBG respects our citizen's time, while also understanding the importance of ensuring a safe installation. Our On-Demand service helps to accomplish building safety requirements in less time, while still guaranteeing the same quality inspection.

Our goal at BBG is to provide your community with options to create an ideal package specific toyour needs.



### PROJECTS OF SIMILAR SCOPE

### City of Hedwig, since August 2018

The City of Hedwig Village wanted to provide comprehensive building department services looked the Citv's processes for their community. **BBG** Consulting, Inc. at and re-written several implemented a streamlined building department service. BBG Consulting, Inc. has rewritten revised the PUD ordinance the and process. of the zoning ordinances, the City's ordinance modified fee more protection ordinance. Our company tree the level found in commercial and other mixed-use accurately reflect of complexity partnered developments within the City. PRD has with us to assist the City new residential reviews for performing drainage commercial and construction. with existing employees to Consulting, Inc. worked develop better processes for managing permits, evaluating drainage, zoning review, and eliminating unnecessary inspections.

#### Kelly Johnson

City Administrator/City Secretary-Treasurer KJohnson@hedwigtx.gov
Ph. 713.465.6009









### City of Manvel - TX

The City of Manvel contracts with BBG Consulting to act as the Building Official and Inspection and plan review services for over 1,000 inspections per month and more than 100 Plan Reviews/ month

Jessica Rodriguez

Development Services Directory jrodriguez@cityofmanvel.com

City of Iowa Colony-TX

The City of Iowa Colony contracts with BBG Consulting provide over 600 inspections per month.

**Albert Cantu** 

Acantu@iowacolonytx.gov

City of Kemah, TX

he City of Kemah contracts with BBG Consulting provides plan review and inspection services.

**Brandon Schoaf** 

Development Services Directorl
BShoaf@kemah-tx.com

City of Liberty- TX

The City of Liberty contracts with BBG Consulting to provide daily building official, inspections and plan review services.

Chris Jarmon cjarmon@libertytx.gov





### City of Meadows Place, TX

The City of Meadows Place has contracted BBG Consulting to act as their CBO - which includes all Plan review services, planning, zoning, and ordinances issues, public works special projects and inspection services, as required.

Courtney Rutherford

City Secretary

citysecretary@cityofmeadowsplace.org

Woodbine Development, Corp.

Woodbine Development, Corp. has contracted BBG Consulting, Inc. for all code compliant inspection services during the construction of their 10-story Marriott Hotel project in Spring, TX.

Brian Martinelli
Woodbine Development Corporation
BMartinelli@woodbinedevelopment.com

Ph: 214.886.4918

#### City of Pearland, TX

The City of Pearland ran into a recent surge in housing development. They were looking for expert services in the enforcement of ICC Code through inspection services. BBG Consulting, Inc., partnered with AGCM, have become the solution Pearland needed. All tasks delegated by the City are completed with precision and efficiency.

Scott Williams CBO, CFM

Chief Building Official
scott.williams@pearlandtx.gov
Ph: 713.553.7460





### City of West University, TX

The City of West University contracts BBG Consulting, Inc. to provide commercial and residential inspections and residential plan review.

Clay Chew
Building Official
CChew@westutx.gov
Ph: 713.662.5830

### City of Hilshire Village, TX

The City of Hilshire Village has contracted BBG Consulting, Inc. to act as their CBO - which includes all plan review services, planning, zoning, and ordinances issues, public works special projects and inspection services as required.

Susan Blevins

City Administrator/City Secretary

susan.blevins@hilshirevillagetexas.com

Ph: 713.973.1779

### City of Smithville, TX

PRD provides engineering and site development consulting to the City of Smithville to help them prepare for anticipated future growth. PRD also reviews the construction plans to ensure the proposed developments have no negative impact to the City's utilities and the adjacent properties.

Robert Tamble

City Manager

CityManager@ci.smithville.tx.us

Ph: 512.237,3282





City of Lake Jackson, TX

The City of Lake Jackson contracts BBG Consulting, Inc. to provide plan review services on an as-needed basis.

David Walton

Building Official

dwalton@lakejacksontx.gov

City of Beeville, TX

The City of Beeville contracts BBG Consulting, Inc. to provide inspection and plan review for a new county detention facility project.

Jack Hamlet
City Manager
jack.hamlet@beevilletx.org





### City of Rosenberg, TX

As with many other cities, the City of Rosenberg was struggling to find qualified building BBG Consulting, Inc. was hired to complete high-volume inspection and plan review staff. duties in accordance with inspections and perform the City's goals and vision. not only satisfied its need for qualified a contract with the City that Consulting, Inc. established option the City did not know existed. staff, but provided it an affordable, flexible, and reliable BBG Consulting, Inc. continues to provide inspection services and, when requested, plan review services. It also functions as needed as the Interim Building Official.

"BBG understands the duties and responsibilities of a municipal inspector and plans examiner, continuously going above and beyond in customer service and loyalty to our organization."

Travis Tanner

Executive Director, Community Development

ttanner@rosenbergtx.gov
Ph: 832.595.3500

## City of Jersey Village, TX

The City of Jersey Village has experienced high fluctuations in permit activity and has struggled to find qualified staff. BBG Consulting, Inc. continues to provide daily inspection services covering all requested inspections for the City. As an extension of the City staff, our team works daily to ensure that the City's citizens, contractors, and developers receive the highest level of customer service. These services also allow the City to meet its goal of maintaining the highest level of construction.

"BBG consistently finds a successful and efficient way to handle day-to-day hurdles, keeping a focus on timely services as well as communication with City staff and customers."

Christian Somers

Chief Building Official <a href="mailto:csomers@ci.jerseyvillage.tx.us">csomers@ci.jerseyvillage.tx.us</a>

Ph: 713.466.2106





### City of Dayton, TX

The City of Fulshear contracts BBG Consulting, Inc. to provide inspection and plan review services on an as-needed basis.

Arlene Carrington

Building Official

City of Richwood, TX

The City of Richwood currently contracts BBG Consulting, Inc. to provide plan review services on an as-needed basis.

Michael Coon

mcoon@richwoodtx.gov Ph: 979.265.2082

## Clear Lake City Water Authority

The Clear Lake City Water Authority contracts BBG Consulting, Inc. to provide plumbing inspections and plan review for their residential and commercial projects.

# Nikki Andrus

Administrative Assistant n.andrus@clcwa.org

Ph: 281.488.1164





#### TX BBG Consulting, Inc.

#### Certifications & Licenses:

- American Concrete Institute Concrete Field-Testing Technician Grade 1
- International Code Council (ICC)
- Certified Building Official (CBO)
- Master Code Professional (MCP)
- · Accessibility Inspector
- · Accessibility Plans Examiner
- · Combination Inspector
- Building Plans Examiner
- · Building Inspector
- Commercial Electrical Inspector
- Commercial Energy Inspector
- Commercial Energy Plans Examiner
- Commercial Mechanical Inspector
- Commercial Plumbing Inspector
- Commercial Building Inspector
- Plumbing Plans Examiner
- Mechanical Plans Examiner
- Residential Electrical Inspector
- Residential Plumbing Inspector
- Residential Mechanical Inspector
- Residential Energy Inspector
- Residential Plans Examiner
- Residential Building Inspector
- Residential Plans Examiner
- Texas State Board of Plumbing Examiners
- Licensed Plumbing Inspector #3082
- Texas Flood plain Management Association Certified Floodplain Manager (CFM)
   #2480-13N



BBG CONSULTING, INC.

# **Project Executive Kevin Taylor, CBO MCP**

Owner/Chief Inspector/Plan Reviewer TX BBG Consulting, Inc. Houston, TX

Projected Time Commitment for Project: As Needed

#### Professional Experience

Kevin Taylor is a construction professional with more than 10 years of experience in residential and commerconstruction as an inspector, plans examiner, super-visor, and manager. He is one of just over 800 individu-als in the country to have achieved the status of Master Code Professional and one of the few individuals in the State of Texas to be both a Licensed Plumbing Inspector and Master Code Professional.

BBG Consulting, Inc.; Houston, TX; (2015 - present)
President/Chief Inspector/Plan Reviewer

the day-to-day operations Manages Houston/ Galveston regions for BBG Consulting, Mr. Taylor performs inspection and plan review services as well as overseeing all projects by staff. His inspection experience managed includes quality control for all phases of commercial residential construction, infrastructure. environmental construction, and projects for both public and private-sector clients.

Specific experience includes quality control reinforcement, site preparation, over-sight of Concrete placement, framing, plumbing of project types. Plan review experience includes review of all disci-plines for single- and multi-family, medical, family dwelling units, school, commercial and indus-trial construction documents.



#### Relevant Experience

City of Rosenberg; Contract Services for Plan Review and Inspection Services

City of Bellaire; Contract Services for Plan Review and Inspection Services

City of Baytown; Contract Services for Plan Review and Inspection Services

City of Dickinson; Contract Services for Plan Review and Inspection Services

City of Jersey Village; Contract Services for Inspection Services

**Energy Inspectors Corporation;** Houston, TX (June 2014 – March 2016) Houston Area Manager

**City of Baytown**; Baytown, TX (November 2012 - June 2014) Senior Plans Examiner

**Building Code Consulting Services (BCCS)**; Dallas/Fort
Worth, TX (November 2011 December 2012) Municipal Operations Manager

City of Pearland; Pearland, TX (November 2008 – November 2011) Building Inspector



#### TX BBG Consulting, Inc.

#### Certifications & Licenses:

- American Institute Certified Planners (AICP)
- Commercial Energy Inspector
- Commercial Energy Plans Examiner
- Commercial Building Inspector
- Building Plans Examiner

#### Education:

- Bachelor of Arts Social Ecology, University of California at Irvine
- Masters of City and Regional Planning

#### Membership/Organizations:

- Member of Bike Houston
- Member of Texas American Planning association
- Former Member of the Pedestrian and Bike Committee at the Houston Galveston Area Council 2012 to 2018
- Former Chairman of the Pedestrian and Bike Committee, Houston Galveston Area Council – 2015 to 2016

#### Evan DuVall

Vice President TX BBG Consulting, Inc. Houston, TX

Projected Time Commitment for Project: As Needed

#### Professional Experience

Evan DuVall has worked on a variety of current and long range projects throughout his almost ten-year career as a planner. This experience has enabled Mr. DuVall to find solutions to complex problems, whenever possible, and work diligently on achieving the short and long term goals of a City.

BBG Consulting, Inc.; Houston, TX; (2015 - present) President/Chief Inspector/Plan Reviewer

Responsible for all current and long range functions for the City of Webster. Coordinate development projects with other departments, businesses, and staff. Manage planning projects from beginning to end. Evaluates community issues and provides solutions for community issues such as food trucks, walking signs, fun-runs and sensitive land uses. Facilitate the long range planning functions for the community, including the 2013-2014 update of the comprehensive plan, utilizing existing staff, and conducted community surveys. Coordinate and assist economic development to achieve the goals of the City's Comprehensive Plan and ensure a economically sustainable community.



Relevant Experience

City of Webster; (July 2012 – July 2019) Planner II

City of Pearland; (July 2010 – July 2012) Planner II

City of Las Vegas; (September 2007 – May 2010) Planner I





#### TX BBG Consulting, Inc.

#### Certifications & Licenses:

- DSA Class 1 #2626
- ICC Master of Special Inspections
- ICC Reinforced Concrete Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Pre-stressed Concrete Special Inspector
- ICC Structural Steel & Welding Special inspector
- ICC Structural Welding Special Inspector
- ICC Structural Steel and Bolting Special Inspector
- ACI Concrete Field Testing Technician Grade 1
- ICC Spray-applied Fireproofing Special Inspector
- ICC Commercial Plumbing Inspector
- ICC Residential Plumbing Inspector
- ICC Residential Building Inspector
- ICC Residential Plans Examiner
- ICC Commercial Building Inspector
- ICC Building Plans Examiner
- ICC Residential Elec. inspector
- ICC Residential Mech. Inspector
- ICC Commercial Mech. Inspector
- Residential Combination Inspector
- Texas State Licensed Plumbing Inspector #3662

## **Chris Taylor**

Partner
TX BBG Consulting, Inc.
Houston, TX.

Projected Time Commitment for Project: As Needed

#### Professional Experience

Construction professional with 33 years of experience in commercial and publicly funded construction as an inspector, supervisor, manager and licensed General Contractor. Chris is certified in several disciplines of construction including a master of Special Inspection and State of California DSA Class 1 inspector. His inspection experience includes inspector of record and quality control manager for all phases of commercial and publicly funded construction primarily focused on K-12 construction projects in California. Mr. Taylor's experience in quality control includes oversight of site preparation, reinforcement, concrete placement, plumbing, electrical and mechanical framing, systems for additions, modernizations, remodel, and new K-12 schools and higher education, as well as commercial development.



#### Relevant Experience

- General Construction
- Public & Private Works
- Pre-Construction Design
- Cost Estimation
- Scheduling





#### TX BBG Consulting, Inc.

#### Certifications & Licenses:

- ICC Residential Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Plumbing Inspector
- ICC Commercial Plumbing Inspector
- ICC Plumbing Inspector
- ICC Mechanical Plans Examiner
- ICC Mechanical Inspector
- ICC Commercial Mechanical Inspector
- ICC Plumbing Plans Examiner
- ICC Residential Plans Examiner
- ICC Residential Combination Inspector
- ICC Residential Electrical Inspector
- Texas state Licensed Plumbing Inspector #3651

#### Education:

 Associate of Arts and Sciences -Accounting and Business Management, Independence University

## David (Dave) Hulst

Combination Inspector TX BBG Consulting, Inc. Houston, TX

Projected Time Commitment for Project: As Needed

#### Professional Experience

Dave Hulst is a construction professional with nineplus years in field, management, and administrative experience from working for a variety construction and irrigation companies. Dave moved to Houston to further his career in the construction and building department services industry. Soon after moving to Houston, Dave joined BBG Consulting and has continued to excel and become the inspection manager for the whole Houston Metropolitan Region. Dave continues to develop as a building service professional and will achieve the highest level of certifications shortly. Dave understands the importance of building codes and the implementation of policies to ensure the safety of the public.



#### Relevant Experience

Willis Contractors; (Aug. 2014 - Jul. 2016) A.C Technician and Framer

Sanders Landscaping and Lawns; (Mar. 2009 - Apr 2014) Irrigation Foreman

**Tom Baker Irrigation**; (May 2007 - Feb. 2009) Irrigation Foreman





#### TX BBG Consulting, Inc.

#### Certifications & Licenses:

- ICC Certified Building Official
- ICC Commercial Mechanical Inspector
- ICC Commercial Plumbing Inspector
- ICC Residential Plan Inspector
- ICC Residential Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Electrical Inspector
- ICC Residential Plumbing Inspector
- ICC Residential Plans Examiner
- ICC Residential Combination Inspector
- ICC Plumbing Inspector
- ICC Mechanical Inspector
- ICC Mechanical Plans Examiner
- ICC Plumbing Plans Examiner
- Texas Licensed Plumbing Inspector #3068
- TRCC Inspector #1242
- TREC License #4174
- NAHB Green Home Verifier
- 2-10 HBW Inspector
- Zurn Pex Plumbing Certification #13072
- Certified Flood Plain Manager

#### Education:

• Associate of Science -Construction Management, Texas State Technical College

# Kyle "Clay" Chew

Building Official TX BBG Consulting, Inc. Houston, TX

Projected Time Commitment for Project: As Needed

#### Professional Experience

25+ years experience in the construction industry as a residential building inspector, construction manager and estimator. Strong documentation, records retention and work paper organizational skills.

Contract administration, scheduling, estimating, and construction cost reporting. Understands and interprets/explains, engineering designs, plans, specifications, and contract documents for projects. Ability to manage people and resources effectively. Good people skills, able to communicate effectively with customers/clients. Excellent written and verbal communication skills. Team player who can do what it takes to get the job done.



#### Relevant Experience

TX BBG Consulting, Inc. (August 2021-Present)
Building Official

West University (2009-August 2021) Building Official

**Burgess Construction Consultants** (2005 - 2009)

Construction Consultant

**Houston Home Remodeling LLC** (2003 – 2005) Owner

Madison Custom Homes (2002-2003)
Construction Manager

Home Lumber & Hardware (2000-2003) Estimator

Houston and Austin (1983-2000) Construction Manager





#### TX BBG Consulting, Inc.

#### Certifications & Licenses:

- Certified Public Manager Texas Tech University
- ICC Certified Building Inspector
- ICC Certified Building Code Official
- ICC Certified Combination Inspector
- ICC Certified Plans Examiner
- ICC Disaster Inspector's Endorsement

# Tonya Palmer-Machann, CBCO

Sr. Plan Examiner TX BBG Consulting, Inc. Houston, TX.

Projected Time Commitment for Project: As Needed

#### Professional Experience

Dedicated public administrator with a 35 year career in City Government working with general public, builders, architects, engineers, and developers to promote residential and commercial growth while gaining compliance with numerous City adopted ordinances. codes Respected community leader and Director of Code Enforcement, Building Permits, Inspections, and Health Departments managing a team of 12, and working with numerous Division Managers, Service Area Managers, and City staff on various projects including code and ordinance adoptions. Experienced Plans Examiner with over 15 years of commercial, industrial, and residential plan review.

In Tonya's past role with the City of Rosenberg, TX, she was responsible for the day-to-day administration of three departments, including budgeting, payroll, supervision, and strategic planning in an aggressively growing community. She successfully changed the image of the department while insuring the health, life, and safety of its citizens through communication, education, and exceptional customer service. She was also a Plans Examiner for all buildings constructed in Rosenberg.



#### Relevant Experience

CITY OF ROSENBERG; 8.5 Years Building Official/Plans Examiner, June 2009 – December 2017

CITY OF SAN ANGELO; 25 Years Building Official, May 1983 – April 2009



BBG CONSULTING, INC.



#### TX BBG Consulting, Inc.

#### Certifications & Licenses:

- Residential Electrical Inspector
- Residential Mechanical Inspector
- ICC Fuel Gas Inspector

#### Education:

- Bachelor of Science Business Management,
  Northern Arizona University
- Associates Degree in Science, Alvin Community College

### Vicki Mikel

Inspector I / Planner I / Accounts Manager TX BBG Consulting, Inc. Houston, TX.

Projected Time Commitment for Project: As Needed

#### **Professional Experience**

Vicki Mikel began at BBG Consulting in 2015 after medical field. a 15 year career in the BBG Consulting, she assisted from the beginning, by first working as the Accounts Manager then branching out to Planner I and Mechanical Electrical Residential Inspector. Vicki is presently working toward her Plumbing certification splits her time between assisting Evan DuVall with the planning side of our company, being responsible in-field for account management, as well as residential.

BBG Consulting, Inc.; Houston, TX; (2015 - present)
Inspector I / Planner I / Accounts Manager

Vicki has worked with BBG Consulting since 2015, enhancing the bond between each individual city and BBG to ensure teamwork and resident satisfaction. She also assists contractors in smoothly and efficiently working together to build and create more prosperity within the community.

#### Relevant Experience

**BBG Consulting, Inc.**; Contract Services for Plan Review and Inspection Services





#### TX BBG Consulting, Inc.

#### Certifications & Licenses:

- American Concrete Institute Concrete Field-Testing Technician Grade 1
- International Code Council (ICC)
- Certified Building Official (CBO)
- Master Code Professional (MCP)
- Accessibility Inspector
- · Accessibility Plans Examiner
- Combination Inspector
- Building Plans Examiner
- Building Inspector
- Commercial Electrical Inspector
- Commercial Energy Inspector
- Commercial Energy Plans Examiner
- Commercial Mechanical Inspector
- Commercial Plumbing Inspector
- Commercial Building Inspector
- Residential Electrical Inspector
- Residential Plumbing Inspector
- Residential Mechanical Inspector
- Residential Energy Inspector
- Residential Plans Examiner
- Residential Building Inspector
- Reinforced Concrete Special Inspector
- Residential Energy Plans Examiner

### **Jeff Taylor**

Sr. Inspector I/Plan Reviewer/Owner Dallas BBG Consulting, INC. Dallas, TX

Projected Time Commitment for Project: As Needed

#### **Professional Experience**

14 years of experience in the construction industry managing Quality Control and Quality Assurance. Jeff has managed over 1 billion dollars in construction costs. He has provided QA/QC management for healthcare, aviation, higher education, mixed use high rise, hospitality, and public works projects. Duties included developing and implementing a QA/QC plan, performing on-site inspections, and managing the commissioning and close out process. Jeff has been an integral part of our team since joining BBG in 2019, performing inspections and plan reviews. He is also responsible for developing and managing our ondemand inspection program.



#### Relevant Experience

JT Inspection, Inc. Ladera Ranch, CA (2009 – March 2014) Inspector of Record

Austin Commercial; Chino Hills, CA; (April 2014 – September 2019) QA/QC Manager





#### TX BBG Consulting, Inc.

#### Certifications & Licenses:

• ICC Certified Permit Technician

#### Education:

• Associate of Arts Degree, San Jacinto College

## **Jessica Lindsey**

Development Review Coordinator TX BBG Consulting, Inc. Houston, TX

Projected Time Commitment for Project: As Needed

#### Professional Experience

Jessica Lindsey serves BBG Consulting through functions such as coordinating administration, permitting procedures, running office management, and client services. Additionally, she coordinates plan review, inspections, calender control, and correspondences.

In her past role as Administrative Specialist for the City of Rosenberg, Jessica managed the intake of permit applications, plans, and plan review fees for residential, commercial, and infrastructure projects well as coordinated plan review and permit issuance. She developed plans and implemented strategies promote effective programs and and services, coordinated managed multiple priorities and complex projects simultaneously, and maintained manual and electronic files and records to provide up-to-date reference. She advised and communicated with other staff & customers regarding plan review status updates and provided information on such via written and verbal communication. Finally, Jessica Lindsey coordinated maintenance, ordered office supplies, and processed invoices for payment.



#### Relevant Experience

#### City of Rosenberg;

Administrative Specialist (July 2014 – August 2019)

#### Cotter & Sons;

Commercial Property Manager (November 2013 – June 2014)

#### Fort Bend County;

Deputy District Clerk (October 2010 – February 2012)





#### TX BBG Consulting, Inc.

#### Education:

 Bachelor of Science Degree – Manufacturing & Mechanical Engineering Technology, Texas A&M University

## Joseph M. Newton

VP of Marketing
On Demand Inspection Coordinator
TX BBG Consulting, Inc.
Houston, TX

Projected Time Commitment for Project: As Needed

#### Professional Experience

Joe Newton serves BBG Consulting through functions such as administration, permitting, plan review, office management, client services, and organizing/dispatching inspectors. Additionally, he coordinates system/cloud server administration, marketing, IT, graphic design, client correspondence, and is a head of the on-demand inspection department

Joe Newton studied engineering at Texas A&M
University where he received a Bachelor of Science in
Manufacturing & Mechanical Engineering Technology.
During his time at the university, he joined the 12<sup>th</sup> Man
Student Foundation where he was elected to serve as the
Officer of Internal Affairs and VP respectively.

He was then employed by the Kiewit Corporation to survey and inspect their offshore pipe spool production facilities. He coordinated a team to conduct an efficiency analysis of the facility and developed a comprehensive plan to overhaul the pipe shop's production bays. Additionally, he assisted with the design process of a custom pipe mover that was then manufactured for use in the facility.



Relevant Experience

### **Texas A&M University**; 12<sup>th</sup> Man Student Foundation IA Officer/VP (2015 – May 2021)

# Kiewit Corporation; Facility Inspector (2020 – May 2021)





#### TX BBG Consulting, Inc.

#### Certifications & Licenses:

• American Institute Certified Planners (AICP)

#### Education:

 Associate of Applied Science -Fire Science Technology, May 2012

#### Memberships/Organizations

- Master Peace Officer Certification, Texas Commission on Law Enforcement
- Master Firefighter Certification, Texas Commission on Fire Protection (TCFP)
- EMT Basic Certification, Texas Department of Health
- Master Fire Investigator Certification, TCFP
- Hazardous Materials
   Technician Certification, TCFP
- Driver Operator-Pumper Certification, TCFP
- Master Inspector Certification, TCFP
- Advanced Arson Investigator Certification, TCFP
- Fire Service Instructor II, TCFP
- Fire Officer IV, TCFP
- Incident Safety Officer, TCFP
- Hazardous Materials Incident Commander, TCFP
- Rope Rescue Technician (Pro Board): NIMS ICS 100, 200, 300, 400, 700, & 800

### **Justin Jurek**

Fire Marshal TX BBG Consulting, Inc. Houston, TX

#### Professional Experience

Justin Jurek has worked on a variety of current and longrange projects throughout his almost twenty-year experience. This experience has enabled Mr. Jurek to find solutions to complex problems, whenever possible, and work diligently on acheiving the shortterm and long-term goals of a city.

# TX BBG Consulting, Inc.; Houston, TX; (Jan. 2019 - Present) - Plan Reviewer/Inspector

Responsible for reviewing new construction plans for code compliance. Justin reviews plans for existing buildings, remodels, and new construction to ensure code compliance. Additionally, he inspects businesses for compliance with adopted codes and approved plans.



#### Relevant Experience

Fort Bend County - Homeland Security and Emergency Management Dept; Richmond, TX - Emergency Public

Information System Administrator (Feb. 2020 - Present)

Rosenberg Fire Department; Rosenberg, TX (Nov. 2002 - Feb. 2020)

**City of Rosenberg, TX;** Fire Marshal (July 2013 - Feb. 2020)

City of Rosenberg, TX; Firefighter/ Inspector (Oct. 2010 - July 2013)

City of Rosenberg, TX; Driver/Operator/Firefighter/EMT (2009 - 2010)

City of Rosenberg, TX; Firefighter/ Inspector (2008 - 2009)

City of Rosenberg, TX; Firefighter/ EMT B (Nov. 2002 - 2008)





#### TX BBG Consulting, Inc.

#### Certifications & Licenses:

• Texas State Board of Plumbing Examiners Licensed Plumbing Inspector I-3168

## **Fred Deleon**

Senior Inspector TX BBG Consulting, Inc. Houston, TX

#### Professional Experience

A construction professional with over twenty years in building inspection field. Fred's career working as an inspector began in the City of Rosenberg. This long tenure enabled Fred to establish himself as a premiere building inspector.

Fred is able to effectively communicate with contractors, builders, and homeowners to ensure that the work was performed as permitted. He understands the importance of building codes and the implementation of policies to ensure the safety of the public. His primary focus is to ensure that all construction is built to the current codes, built in a safe manner, and is able to pass inspections throughout each stage of construction.

#### Relevant Experience

City of Rosenberg;
Building Inspector
(1999 - 2019)





#### TX BBG Consulting, Inc.

#### Certifications & Licenses:

- American Concrete Institute Concrete Field Testing
- Technician Grade 1
- International Code Council (ICC) Code Professional Building Plans Examiner
- Building Inspector
- Commercial Energy Inspector
- Commercial Energy Plans Examiner
- Commercial Plumbing Inspector
- Commercial Building Inspector
- Residential Plumbing Inspector
- Residential Mechanical Inspector
- Residential Energy Inspector
- Residential Plans Examiner
- Residential Building Inspector
- Texas State Board of Plumbing Examiners Licensed Plumbing Inspector I-2797 - including Medical Gas Endorsement & Multi-Purpose Residenta

#### Michelle Killebrew

Building Official TX BBG Consulting, Inc. Houston, TX

#### Professional Experience

Michelle Killebrew is a construction professional with more than 25 years of experience in residential and commercial construction as an inspector, plans examiner, supervisor, and manager. She has extensive experience in code enforcement, zoning administration and continuing education. She has had over 10 years of experience in teaching OSHA, Plumbing, Mechanical, and Medical Gas, in association with PHCC

# TX BBG Consulting, Inc.; Houston, TX; (June 2020 - Present) - Building Official/Plan Reviewer/ Inspector

Inspection experience includes quality control for all phases of commercial and residential construction, infrastructure, environmental construction, and projects for both public and private-sector clients.



#### Relevant Experience

DR Horton Texas, Ltd - Houston, TX; (Feb. 2018 – June 2020) OSHA & SWPPP Compliance Manager - Creating and maintaining the programs for both OSHA and SWPPP compliance standards, training, and oversight of all construction sites within the Houston and outskirt areas during all phases of construction from land development to home construction.

City of Fulshear, TX; (Nov 2010 – Jan 2015 & Oct 2015 – Jan 2018) Chief Building Official - As the first Building Official for the City, she assisted in creating ordinances and building the inspection and code enforcement department. She started the "Keep Fulshear Beautiful" program. She managed the zoning ordinance, assisted the city engineer with platting, and infrastructure development.

City of Rosenberg, TX; (May 2009 - May 2010) Inspector & Code Enforcement

Metro Code Analysis; Fort Worth, TX (1994 – 2007) Vice President - As Vice President of a third-party inspection company, Michelle had experience in training and management of between 20 to 50 employees in residential and commercial inspections and plan review, code enforcement, and zoning assistance. Worked exclusively with clients with all hearing responsibilities for over 100 zoning and board of appeal variances, as well as numerous substandard properties that were positive and in support of the City's goals.





# CITY OF BUNKER HILL VILLAGE CITY COUNCIL

#### Agenda Request

**Agenda Date:** 

March 8, 2022

**Agenda Item No:** 

XII

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH UNDERGROUND CONSTRUCTION SOLUTIONS FOR THE TAYLORCREST WATER TRANSMISSION MAIN CONSTRUCTION FROM BUNKER HILL ELEMENTARY SCHOOL TO THE TAYLORCREST WATER PLANT

IN AN AMOUNT NOT TO EXCEED \$570,650.00

**Exhibits:** 

**Bid Information** 

Clearance:

Steve Smith, Director of Public Works/Building Official

Karen Glynn, City Administrator Susan Grass, Finance Director

**Budget:** 

Utility Fund Capital Projects - 07-00-00-9180.01 -\$1,900,000 includes the

remainder of the project and Phase V - the Connection to the Water Plant

which will be a separate contract

### **Executive Summary**

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

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

- Phase I Site Preparation Complete
- Phase II Drilling the Well *Substantially Complete*
- Phase III Well Site Work and Restoration Underway; Landscaping will be delayed to coordinate with Bunker Hill Elementary School
- Phase IV Transmission Line to the Taylorcrest Water Plant This Item. This transmission line will be constructed during the summer of 2022.
- Phase V Connection of the transmission main to Water Plant No. 1 Taylorcrest Plant

Staff is recommending the award of the Taylorcrest Water Transmission Line to Underground Construction Solutions in the amount of \$570,650.00. This project includes construction of 4,260 liner feet of 12" water main drilled under Taylorcrest Road. There will be entry pits for the various sections but the vast majority of the project will be directional drilled. The project timeframe is 45 days during Summer 2022. There were two bids submitted for the project.

Langford Engineering provided a proposal to provide Construction and Site Inspection Services for this project. This was approved in the design contract dated June 15, 2021 in an amount of \$373,360.00.

Staff recommends approval of this contract.

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

Phase:	Description:	Design:	Bid:	Construction:				
I	Well Prep Site work	May 2020 – Nov 2020	Sept-Nov 2020 By SBISD Change Order	Nov 2020 <del>Jan 2021</del> March – May 2021				
II	Drill Well/ Construction	May 2020 – Jan 2021 Oct-Dec 2020				Dec 2020 - Nov 2021 Jan 2022		
Critical Path Summer (June-August) 2021 - Well Drilling/Construction								
III	Well Site Work & Restoration	Oct 2020 – Oct 2021	Sept - Nov 2021	Nov 2021 – <del>Jan 2022</del> March 2022				
IV	Transmission Line to Taylorcrest	Mar 2021 – Dec 2021	Nov Dec 2021 Jan – March 2022	<del>Dec 2021</del> <del>Apr 2022</del> Summer 2022				
V	Connection of the Transmission Line to Taylorcrest Water Plant		April – May 2022	90 days August – October 2022				



February 24, 2022

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

> Subject: Recommendation for Award, Construction of Taylorcrest Transmission Line LEI Job No. 200-027, Contract No. 1

Dear Mayor Lord and City Council:

Bids for construction of subject project were received at the City of Bunker Hill Village until 10:00 a.m., Thursday, February 24, 2022, and subsequently opened and read in public. Two (2) bids were received on the project; there were errors in both bids that did not affect the order of the bidders.

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

		Grand Total of Amount Base Bid
		(Item Nos. 1 thru No. 5) and
		Supplemental Bid Items (Item Nos.
Bidders		6 thru No. 11)
Underground Construction Solutions	Houston, TX	\$570,650.00
Alcott, Inc., dba TCH Frie	endswood, TX	\$967,559.00

A copy of the bid tabulation is attached.

As time of completion was specified as 75 calendar days, time is not a consideration in evaluating the bids.

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



Mr. Robert P. Lord, Mayor and City Council City of Bunker Hill Village February 24, 2022 Page 2

Therefore, we recommend that the project entitled "Construction of Taylorcrest Transmission Line, LEI Job No. 200-027, Contract No. 1" be awarded to Underground Construction Solutions, on the basis of their low Total Amount Base Bid (Item Nos. 1 thru No. 5) and Supplemental Bid Items (Item Nos. 6 thru 11) in the amount of Five Hundred Seventy Thousand Six Hundred Fifty Dollars (\$570,650.00), with a completion time of 75 calendar days.

Sincerely,

LANGFORD ENGINEERING, INC.

Jacob Floyd, P.E.

Senior Project Manager

Imm

**Attachments** 

cc: John K. Davis, P.E., Langford Engineering, Inc.
Steve Smith, City of Bunker Hill, Public Works Director
Karen H. Glynn P.E., City of Bunker Hill Village, City Administrator
Loren B. Smith, Olson & Olson, LLP.

City of Bunker Hill Village

Project: Construction of Taylorcrest Transmission Line

Langford Engineering, Inc. (TBPE F-449)

Project No. 200-027, Contract No. 1

All Bidders 75 Calendar Days

Bid Date: 10:00 a.m., Thursday, February 24, 2022 Opened and Read at 10:00 a.m. Thursday, February 24, 2022

Council Chambers, City Hall

Item		Approx.		Underground Construction Solutions		Alcott, Inc. dba TCH			oa TCH	
No.	Description of Work	Quantity	Unit	Houston, Texas 5% G.A.B.				endswood, Texas 5% T.A.B.		
	D D11			L	Init Price	Total	U	Init Price		Total
_	Base Bid  Mobilization Not to Exceed 5% of			-			_			
1.	Base Bid, Complete in Place	1	L.S.	\$	20,000.00	\$ 20,000.00	\$	44,000.00	\$	44,000.00
2.	12" PVC (AWWA C900), DR 11 or HDPE, DIPS, Class 200 (SDR 11) Waterline, Open Cut, Augured Hole, or Directional Bore Construction, All Depths, Including Fittings and Turf/Asphalt Restoration, Complete in Place	4,260	L.F.	\$	115.00	\$ 489,900.00	\$	172.00	\$	732,720.00
3.	12" Resilient Seat Gate Valve, (AWWA C-509), NSF61, IBBM, NRS, Counter-Clockwise Open, (M.J.), with Valve Box, Complete in Place	5	Ea.	\$	3,600.00	\$ 18,000.00	\$	7,750.00	\$	38,750.00
4.	2" Air Release Valve (ARV), All Depths, Complete in Place	7	Ea.	\$	1,500.00	\$ 10,500.00	\$	9,402.00	\$	65,814.00
5.	Wet Connection, Includes, but not Limited to Removing Existing Fittings, Cutting Existing Pipe, Transition Fittings, Thrust Blocking and Restraining Rods, Provisions for Maintaining Service to all Affected Meters, All Sizes Complete in Place	1	Ea.	\$	1,500.00	\$ 1,500.00	\$	10,950.00	\$	10,950.00
6.	Trench Safety System for All Depths and Soil Types, Complete in Place	1,500	L.F.	\$	1.00	\$ 1,500.00	\$	1.00	\$	1,500.00
7.	Extra Cement-Stabilized Sand Backfill, as Authorized by Engineer, Complete in Place	50	C.Y.		100.00	\$ 5,000.00	\$	50.00	\$	2,500.00
8.	Extra Bank-Sand Bedding and/or Backfill as Authorized by Engineer, Complete in Place	50	C.Y.	\$	35.00	\$ 1,750.00	\$	25.00	\$	1,250.00
9.	Traffic Control Plan, as Directed by Engineer, Complete in Place	1	L.S.	\$	15,000.00	\$ 15,000.00	\$	63,325.00	\$	63,325.00
10.	Extra Aggregate Bedding, as Authorized by Engineer, Complete		C.Y.	\$	50.00	\$ 2,500.00	\$	60.00	\$	3,000.00
11.	Extra 1.5-Inch H.M.A.C., Including 12" Flexible Base, as Authorized by Engineer, Complete in Place Subtotal Amount Bid Base Bid Items (Items Nos. 1 thru 5)	50	S.Y.	\$	100.00	\$ 5,000.00 <b>539,900.00</b>	\$	75.00	\$	3,750.00 892,234.00
	Subtotal Amount Bid Supplemental Bid Items (Item Nos. 6 thru No. 11)					\$ 30,750.00			\$	75,325.00
	Grand Total of Amount Base Bid (Item Nos. 1 thru No. 5) and Supplemental Bid Items (Item Nos. 6 thru No. 11)					\$ 570,650.00			\$	967,559.00

#### Bid Opening

City of Bunker Hill Village

Project: Construction of Taylorcrest Transmission Line

Langford Engineering, Inc. (TBPE F-449)

Project No. 200-027, Contract No. 1

All Bidders 75 Calendar Days

Bid Date: 10:00 a.m., Thursday, February 24, 2022 Opened and Read at 10:00 a.m.

Thursday, February 24, 2022 Council Chambers, City Hall

Item No.		Approx. Quantity	Unit	Underground Co Houston, Texas Unit Price	instruction Solutions 5 5% G.A.B. Total	Friendswood,	
Bid I	Errors			Subtotal Amoun Bid Items (Item N Amount Bid: \$25 Correct Amount: Grand Total of (Item Nos. 1	t Bid Supplemental los. 6 thru No. 11) 5,850.00 \$30,750.00 Amount Base Bid thru No. 5) and d Items (Item Nos. 6	Bid Item No. 10 Amount Bid: \$3 Correct Amount	



# CITY OF BUNKER HILL VILLAGE CITY COUNCIL

### **Agenda Request**

Agenda Date: March 8, 2022

Agenda Item No: XIII

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE

CHANGE ORDER NO. 1 TO THE CURRENT CONTRACT WITH MCDONALD MUNICIPAL AND INDUSTRIAL FOR REVISIONS NECESSARY TO THE SITE DRAINAGE FOR WATER WELL NO. 5 TO ACCOMMODATE THE ADDITIONAL CITY REQUESTED DETENTION PROJECT IN AN AMOUNT NOT TO EXCEED

\$4,177.00

**Exhibit:** Change Order No. 1

Clearance: Steve Smith, Director of Public Works/Building Official

Karen Glynn, City Administrator Susan Grass, Finance Manager

**Budget:** Not to exceed \$4,177.00

**Project Contingency** 

#### **Executive Summary**

As design for the new Storm Water Detention Project at Bunker Hill Elementary School was nearing completion, changes to the previously designed drainage system for the new Water Well No. 5 were necessary. This project had already been awarded but not constructed. Both of the City's engineers worked together to develop a cost-effective design that would accommodate the new detention project.

The revised plan was submitted to McDonald Municipal and Industrial for pricing. The attached change order is the result.

Staff is recommending the City Council authorize Change Order No. 1 to the Water Well No. 5 Site Contract in an amount not to exceed \$4,177.00

Funding for this work is available through project contingency.

#### CHANGE ORDER NO. 1

January 17, 2022

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

Subject:

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

Contractor:

McDonald Municipal & Industrial

Project:

Construction of Water Well No. 5, Site Improvements

LEI Job No. 200-020, Contract No. 1B

Original Contract Amount As Executed: \$1,527,469.00

Dear Mr. Lord and City Council:

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

Description	Qty.	<u>Unit</u>	Each	Cost
1. Storm Line; 45 Elbow, Grading to Correct Flow on the East Side of the Property, Sod, and				
Additional Labor	1	L.S.	\$4,177.00	\$ 4,177.00
Total Change Order No. 1				\$ 4,177.00
Original Contract Amount				\$1,527,469.00
Adjusted Contract Amount				\$1,531,646.00

O:\Current Projects\200\_Bunker Hili\200-020 #1 CBHV Water Well No. 5\033 Construction Phase Services (1B)\Change Orders & Pay Estimates\200-020 #1B 2022 01 17 Change Order 1.docx

Original Contract Time		180 Calendar Days
Extension of Time This Change Order	No. 1	0 Calendar Days
Total Time With Extensions for This C	Change Order No. 1	180 Calendar Days
Change Order No. 1 represents a 0.99% in	crease in the Original Contr	act Amount.
Except as setforth hereinbefore, no condit and/or waived hereby.	ions or covenants of the C	Contract are changed
SUBMITTED FOR APPROVAL:	ACCEPTED:	
LANGFORD ENGINEERING, INC.	McDONALD MUNICIPAL	. AND INDUSTRIAL
By: Jacob Floyd, P.E. Seniol Project Manager  Date 22322	Trabell Tolles	ne Berkenmeier  Y Vice President Special Projects
APPROVED:		
City of Bunker Hill Village	(MA)0B	M. FLOYD
Robert P. Lord, Mayor  Date	- 18 6 6 E 5510	CONSTRUCTION OF THE PROPERTY O



## CITY OF BUNKER HILL VILLAGE CITY COUNCIL

#### **Agenda Request**

**Agenda Date:** 

March 8, 2022

**Agenda Item No:** 

XIV

Subject/Proceeding: Presentation on Fiscal Year 2021 - Unaudited Financials and

Capital Improvement Projects

**Exhibits:** 

N/A

Clearance:

Karen Glynn, City Administrator

#### **Executive Summary**

The City Administrator and Finance Director will present the preliminary, unaudited Summary for the City's 2021 Fiscal Year which ended December 31, 2021.

Staff is very happy to report that the City has exceeded our budgeted revenues for 2021 in the General Fund and expenses were within budget. The Utility Funds M & O revenues exceed the expenses for the 2021 fund year.

The Unaudited December Financials are on the Consent Agenda for approval.

One 2021 Budget Amendment will be presented for the Solid Waste Fund.



## CITY OF BUNKER HILL VILLAGE CITY COUNCIL

#### **Agenda Request**

**Agenda Date:** 

March 8, 2022

**Agenda Item No:** 

XV

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION APPROVING ORDINANCE NO. 22-573 ADOPTING AMENDMENT NO. 12 TO THE ORIGINAL BUDGET OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, FOR THE FISCAL YEAR 2021; PROVIDING DETAILED LINE ITEM INCREASES OR DECREASES; PROVIDING FOR SEVERABILITY, AND CONTAINING OTHER

PROVISIONS RELATING TO THE SUBJECT.

**Exhibits:** 

Ordinance No. 22-573

Fiscal Year 2021 Budget Amendments 12

Clearance:

Karen Glynn, City Administrator/Acting City Secretary

Susan Grass, Finance Director

### **Executive Summary**

City staff is submitting for City Council consideration and approval an amendment to the Fiscal Year 2021 Budget based on year-end actuals as staff prepared for the audit. There is one amendment recommended to reconcile the year for expenditures.

The Solid Waste Fund Collections Account resulted in expenses for 13 months instead of 12 months because of the billing calendar. For this reason, the auditors recommend an amendment to the budget to increase expenses. A bill was received late for 2020 and it was not charged back to 2020.

Staff recommends approval of Ordinance No. 22-573 to reconcile this line item.

#### **ORDINANCE NO. 22-573**

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING AMENDMENT NO. 12 TO THE ORIGINAL BUDGET OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, FOR THE FISCAL YEAR 2021; PROVIDING DETAILED LINE ITEM INCREASES OR DECREASES; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

**WHEREAS**, the City of Bunker Hill Village Budget for the Fiscal Year 2021 was adopted within the time and in the manner required by State law; and

WHEREAS, the City Council finds and determines that the proposed changes in the budget are necessary; and

WHEREAS, the City Council finds and determines that the proposed changes in the budget are for municipal purposes, and that the amendment of the budget constitutes a matter of public necessity requiring adoption of the amendment to the budget at this time; now therefore,

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are found to be true and correct.

Section 2. The City of Bunker Hill Village Budget for the fiscal year 2021 is hereby amended by the adoption of "Amendment No. 12 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2021," a copy of which is attached hereto. The "Amendment No. 12 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2021" shall be attached to and made a part of the Original Budget by the City Secretary; and filed as required by State law.

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

PASSED, APPROVED, AND ADOPTED this the 8th day of March 8,2022.

	Robert P. Lord, Mayor	
ATTEST:		
Karen Glynn, Acting City Secretary		

### CITY OF BUNKER HILL VILLAGE 2021 BUDGET AMENDMENT SOLID WASTE FUND AMENDMENT 12

<b>ACCOUNT #</b> 09-00-00-4610	<b>DESCRIPTION</b> SOLID WASTE SALES	<b>2021 ADOPTED BUDGET</b> 464,858	<b>2021 PROPOSED AMENDEMENT #12</b> 505,567	<b>CHANGES</b> 40,709
	TOTAL REVENUE	464,858	505,567	40,709
09-00-00-8990	SOLID WASTE COLLECTIONS TOTAL EXPENSES	425,291 <b>425,291</b>	466,000 <b>466,000</b>	40,709 <b>40,709</b>
	REVENUE OVER / UNDER EXPENSES	39,567	39,567	

# CITY OF BUNKER HILL VILLAGE CITY COUNCIL



#### **Agenda Request**

**Agenda Date:** 

March 8, 2022

**Agenda Item No:** 

XVI

**Subject/Proceeding:** 

CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE CITY ADMINISTRATOR TO PURCHASE VEHICLES FOR THE PUBLIC WORKS DEPARTMENT AS BUDGETED FOR 2022

**Exhibits:** 

Vehicle Proposals

Clearance:

Karen Glynn, City Administrator

Steve Smith, Public Works Director/Building Official

Susan Grass, Finance Director

#### **Executive Summary**

The Fiscal Year 2022 Budget included two large equipment purchases for the Public Works Department:

#### **MINI-EXCAVATOR**

The first is a Mini-Excavator to replace an older failing small backhoe. We believe that the old tractor is a 1989 model.

The public works team has reviewed available equipment and has selected a Kubota small excavator. This equipment is needed for repairs in backyards in locations that the full-size tractor cannot access. Kubota is the leader in this type of equipment.

Pricing has been obtained through HGAC government purchasing and the cost of the unit is \$47,120.00. The budget for this unit was included at \$1,000 per month for 5 years with expectation of utilizing a capital lease.

Unfortunately, the capital lease is no longer available.





#### **RTV**

The second vehicle is a Kubota four place Rugged Terrain Vehicle or RTV. This equipment is an addition to the fleet and is needed as an emergency response vehicle when traffic issues prevent the use of roadways. smaller size also allows the use of sidewalks and the city's trail system. We believe that this vehicle will help with the servicing of our doggie stations and irrigation systems or any issue along the City's trail system. The rear seats fold down to extend the bed area for carrying larger equipment and materials. Government pricing was also through HGAC and obtained \$18,960.00. Budget for this unit was included in 2022 at \$15,000.00.

Vehicles may require ordering.

Staff would like to discuss the purchasing options for these vehicles and gain Council approval to move forward.

# **LANSDOWNE-MOODY CO.**

**8445 East Fwy , Houston TX, 77029-1613** (713)322-7965



## **QUOTATION**

City of Bunker	Hill		Del. Date:	
Customer Name:				
<b>11977</b> Memori	al Drive		Buyer:	Steve Smith
Address:				
Houston	TX	77024	Acct. No.:	
City:	State	Zip		

Tel # 713 467 9762 Email: ssmith@bunkerhilltx.gov

Tel#	713 467 9762 Em		mail:	<u>SS</u>	ssmith@bunkerhilltx.gov				
Created on:	1: 2022-3-3			Salesman:	Roland Carrion				
Qty.	Make	Model			Price	706. 茅唇	А	mount	
1	Kubota	Ú35-4F	RÍA		\$ 43	3,620.00	\$	43,620.00	
		Hydraulic Quick C	oupler K7849						
		Kubota Quich Attach	(7872A 12" Bu	cket					
		Kubota Quich Attach }	(7874A 18" Bu	cket					
1	Orange Protection	2YR Extended	Warranty		\$ 3	3,500.00	Ś	3,500.00	
	- Ingerrotettion					,	1		
Notes:							\$	-	
							\$	-	
							\$	-	
							\$	-	
							\$	-	
							\$	-	
	OPTIONS						\$	-	
	MULTI SEAL®, the w	orld leader in industrial tire	sealant - ALL	TIRES	\$	-	\$	-	
	1 yr. Extended Warr	anty on Tractor ONLY			\$	-	\$	-	
	2 yr. Extended Warr	anty on Tractor ONLY			\$	-	\$	-	
	*****ALL PF	RICING GOOD UNTIL END OF	THE MONTH*	****			\$	-	
	Trade In	Information			Sub Total		\$	47,120.00	
					Owed on Tra	ade	\$	-	
Model	•	Serial No.:			Trade In		\$		
Allowance		Hours:			Sub Total		\$	47,120.00	
Description					Тах		\$	-	
Print Date		March 4, 2022			<b>CASH Total</b>		\$	47,120.00	
	(if paying by credit o				Credit C	ard Total			
	, . ,			THE RESERVE OF THE PERSON NAMED IN	Down	Payment	Ċ		

Months Promotional Financing - Monthly estimate: (Monthly Finance term insurance coverage on equipment included)

Thank you for your Business!	Acceptance Signature:	
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# LANSDOWNE-MOODY CO.

8445 East Fwy , Houston TX, 77029-1613 (713)322-7965



### **QUOTATION**

City of Bunk	er Hill				Del. Date:		
Customer Name:							
11977 Mem	orial Drive				Buyer:	s	teve Smith
Address:				_			
Houston	TX	7702	.4		Acct. No.:		
City:	State	Zip		_	,		
Tel #	713	467 9762	Email:		ssmith@b		
Created on:		2022-2-28	Salesman		Rolan	d Carrio	
Qty.	Make	Model			Price		Amount
1	Kubota	RTV-X1140		\$	17,610.00	\$	17,610.00
		Included Canopy					
		Included Windshie	d Installed				
1	Fut Manuants	Orange Protection	Drogram	Ś	1,350.00	ė	1 250 00
1	Ext Warranty	Extended 2		15	1,350.00	\$	1,350.00
		Extended 2	113	+			
		Does not include	Delivery				
		Governmental I					
		Cash Pric	e				
Notes:						\$	
notes:						\$	
						\$	-
						\$	-
						\$	-
						\$	-
	OPTIONS					\$	-
		world leader in industrial tire se	alant - ALL TIRES	\$	-	\$	-
		arranty on Tractor ONLY		\$	•	\$	-
		arranty on Tractor ONLY	IF AACAITII \$\$\$\$\$	\$	-	\$	-
		PRICING GOOD UNTIL END OF TI	HE WIONTH THE	Sub To	tal	\$	18,960.00
	Trade	in information			on Trade	\$	18,900.00
Model:		Serial No.:		Trade I		Ś	
Allowance:		Hours:		Sub To		\$	18,960.00
Description:				Тах		\$	
Print Date:		February 28, 2022		CASH T		\$	18,960.00
	(if paying by credi	t card ONLY)			edit Card Total		
		Months	Promotional Financii		Down Payment hly estimate:		-

(Monthly Finance term insurance coverage on equipment included)

Thank you for your Business!	Acceptance Signature:	
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## CITY OF BUNKER HILL VILLAGE **CITY COUNCIL**

#### **Agenda Request**

**Agenda Date:** 

March 8, 2022

**Agenda Item No:** 

XVII

Subject/Proceeding: AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, DECLARING THE UNOPPOSED CANDIDATES FOR COUNCILMEMBERS, POSITIONS 1, 2, AND 3 ELECTED; PROVIDING THAT THE MAY 7, 2022 GENERAL MUNICIPAL

OFFICERS ELECTION SHALL NOT BE HELD

**Exhibits:** 

Ordinance No. 22-572

Clearance:

Karen Glynn, City Administrator

### **Executive Summary**

The City holds its election for Mayor and City Council in May of each year. The election for the Positions of Councilmembers 1, 2, and 3 are held in even numbered years and this year was called for May 7, 2022. Friday, February 18, 2022 at 5:00 was the last date to file as a candidate for one of these three positions. There were three applications received with no opposition.

The attached Ordinance declares the unopposed candidates as elected and cancels the General Election set for May 7, 2022.

#### **ORDINANCE NO. 22-572**

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, DECLARING THE UNOPPOSED CANDIDATES FOR COUNCILMEMBERS, POSITIONS 1, 2, AND 3 ELECTED; PROVIDING THAT THE MAY 7, 2022 GENERAL MUNICIPAL OFFICERS ELECTION SHALL NOT BE HELD; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.

\* \* \* \* \*

**WHEREAS**, pursuant to City of Bunker Hill Village, Texas, Ordinance No. 22-567 passed and approved on January 18, 2022, a General Municipal Officers Election was ordered to be held on May 7, 2022, for the purpose of electing three officials of the City, to wit: Councilmember Position No. 1, Councilmember Position No. 2, and Councilmember Position No. 3; and

WHEREAS, The City Secretary, in accordance with Section 2.052, TEXAS ELECTION CODE, has certified to the City Council, in writing, that Eric Thode is unopposed for the election to the office of Councilmember Position 1; Susan Schwartz is unopposed for election to the office of Councilmember Position 2; and Carl Moerer is unopposed for election to the office of Councilmember Position No. 3.

**WHEREAS**, the City Council hereby finds and determines that each candidate whose name is to appear on the ballot in said election is unopposed, and no proposition is to appear on the ballot for such election; now therefore,

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

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

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

Councilmember Position 1 – Eric Thode

Councilmember Position 2 – Susan Schwartz

Councilmember Position 3 – Carl Moerer

Section 3. Pursuant to Section 2.053(b) **TEXAS ELECTION CODE**, the General Municipal Officers Election heretofore called and ordered by the City of Bunker Hill Village, Texas, Ordinance No. 22-567, for the 7<sup>th</sup> day of May 2022, shall not be held and is hereby cancelled.

Section 4. The City Secretary is hereby directed to cause a copy of this Ordinance to be posted on Election Day, same being May 7, 2022, at the polling place that would have been used in such election.

Section 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bunker Hill Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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

PASSED, APPROVED, AND ADOPTED this 8th Day of March 2022.

	Robert P. Lord Mayor	
ATTEST:		
Karen Glynn		
Acting City Secretary		

# CITY OF BUNKER HILL VILLAGE CITY COUNCIL



Agenda Request

Agenda Date:

March 8, 2022

**Agenda Item No:** 

**XVIII** 

Subject/Proceeding:

CONSIDERATION AND **POSSIBLE ACTION** TO **APPROVE** RESOLUTION NO. 03-08-2022 C, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE **SETTLEMENT DOCUMENTS** WITH **PHARMACEUTICAL** RELEASE MANUFACTURER TEVA ("TEVA"), AS AN **ADDITIONAL** THE SETTLING **PARTY** WITHIN NATIONAL OPIOID SETTLEMENT PARTICIPATION PREVIOUSLY AUTHORIZED BY

THE CITY

**Exhibits:** 

Resolution No. 03-08-2022 C

Clearance:

Karen Glynn, City Administrator

#### **Executive Summary**

In October 2021, the City approved Resolution 10-19-2021 A regarding the National Opioid Settlement. Since that time, the City has been notified that pharmaceutical manufacturer TEVA ("TEVA") has now joined the proposed opioid settlement. Olson and Olson have advised that the City should approve an additional resolution.

#### RESOLUTION NO. 03-08-2022 C

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 TEVA ("TEVA"), 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"), previously duly authorized participation in the opioid settlement and adopted the Texas Term Sheet; and

WHEREAS, pharmaceutical manufacturer TEVA 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 form with TEVA in its entirety; 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 TEVA in a timely manner.

PASSED AND APPROVED ON THE 8<sup>TH</sup> DAY OF MARCH 2022.

	FOR THE CITY:	
	Robert P. Lord, Mayor	
ATTEST:		
Karen H. Glynn, Acting City Secretary		

#### Exhibit B

# TEXAS SUBDIVISION AND SPECIAL DISTRICT ELECTION AND RELEASE FORM

This Election and Release Form for Texas Participating Subdivisions<sup>1</sup> resolves opioidrelated Claims against Teva under the terms and conditions set forth in the Teva Texas State-Wide Opioid Settlement Agreement between Teva, 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 the Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva 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 the

<sup>&</sup>lt;sup>1</sup> 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.

Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva 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.

Robert P. Lord Mayor 11977 Memorial Drive Houston, Texas 77024 713 467 9762