

CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: August 16, 2022

Agenda Item No: V

Subject/Proceeding: Fire Commissioner's Report

Exhibits:

- August Report – *Strategic Plan Performance*
- Second Quarter Report – *Strategic Plan Performance*
- July Year to Date Response Times
- June Year to Date Response Times
- Email and Memo from Chief Foster on EMS Services
- July Response Chart Provided by Chief Foster to the City Admins

Clearance: Karen Glynn, City Administrator

Executive Summary

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

A. Update on Activities

Commissioner/Councilmember Keith Brown will provide the report at the Meeting.

Attached are Fire Reports for June and July since Council did not meet in July along with the Second Quarter Report and a memo provided by Chief Foster on EMS Services.



**Village Fire Department
2022 Strategic Plan Performance Report**

2022 OPERATING BUDGET	Standards/Base	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD Total
Percentage if spending 100% budget		25.0%	25.0%	8.3%		58.3%
Actual Percentage Budget Spent	100%	23.56%	25.30%	9.38%		58.2%
Department Budget	\$7,789,561.06	\$1,835,157.20	\$1,970,679.65	\$682,119.18		\$4,487,956.03
Personnel Expenses Total	\$6,693,219.9	\$1,594,937.48	\$1,660,277.23	\$560,780.43		\$3,815,995.14
Percentage Personnel Budget Spent		23.83%	24.81%	9.02%		57.7%
Overtime	\$353,000.00	\$103,745.09	\$132,388.25	\$33,840.00		\$269,973.34
% Overtime Budget Spent		29.39%	37.50%	30.76%		97.7%
Capital Expenditures	\$230,400.00	\$10,481.47	\$11,187.42	\$46,559.86		\$68,228.75
% Capital Budget Spent		4.55%	4.86%	20.21%		29.6%
Operational Expenditures	\$865,941.12	\$229,738.25	\$299,215.00	\$79,260.71		\$608,213.96
% Operational Budget Spent		26.53%	34.55%	9.60%		70.7%
EMERGENCY OPERATIONS:						
Average Dispatch Time, high priority calls	60 Seconds	0:44	0:38	0:42		0:41
Average Turnout Times, high priority calls	60 seconds	0:54	1:01	1:11		1:02
Average Total Response high priority EMS call	6:30	4:46	4:43	4:46		4:45
Average Total Response high priority fire calls	6:50	3:48	4:37	4:23		4:16
# Incidents		551	554	187		1292
# Responses		915	916	381		2212
VFD Patients		223	272	89		584
Patients Transported		152	130	58		340
% of Calls, second Rescue Amb. Needed						24%
EMS REVENUE:						
EMS Revenue Fund Balance		\$67,769.08	\$111,718.14	\$124,861.96		\$111,718.14
Revenue Collected, Avg Per Patient		\$459.26		\$293.70		
Amount Billed		\$360,586.58	\$111,443.56	\$138,025.37		\$610,055.51
Total Revenue Received		\$69,807.25	\$48,196.21	\$17,034.63		\$135,038.09
FIRE MARSHAL:						
# of General Plans Reviewed		10	6	0		16
# of Sprinkler Systems Reviewed		45	52	10		107
# Fires investigated		1	1	0		2
# INSPECTIONS YTD		171	238	272		297
Fire Prevention Permits		15	8	0		23
Residential Sprinklers to date		2200	2,225	2,231		2,225
# OF COMMUNITY Ed Events		20	9	1		30
% of Homes with Sprinkler Systems	6708	32.8%	33.1%	33.3%		33%



Village Fire Department
2022* Strategic Plan Performance Report

2022 OPERATING BUDGET	Standards/Base	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD Total
Percentage if spending 100% budget		25.0%	16.6%			41.6%
Actual Percentage Budget Spent	100%	23.56%	17.16%			40.7%
Department Budget	\$7,789,561.06	\$1,835,157.20	\$1,336,667.90			\$3,171,825.10
Personnel Expenses Total	\$6,693,219.9	\$1,594,937.48	\$1,105,051.37			\$2,699,988.85
Percentage Personnel Budget Spent		23.83%	16.51%			40.3%
Overtime	\$353,000.00	\$103,745.09	\$90,729.92			\$194,475.01
% Overtime Budget Spent		29.39%	25.70%			55.1%
Capital Expenditures	\$230,400.00	\$10,481.47	\$9,875.90			\$20,357.37
% Capital Budget Spent		4.55%	4.29%			8.8%
Operational Expenditures	\$865,941.12	\$229,738.25	\$221,740.63			\$451,478.88
% Operational Budget Spent		26.53%	25.61%			52.1%
EMERGENCY OPERATIONS:						
Average Dispatch Time, high priority calls	60 Seconds	0:44	0:38			0:41
Average Turnout Times, high priority calls	60 seconds	0:54	0:57			0:55
Average Total Response high priority EMS call	6:30	4:46	4:47			4:46
Average Total Response high priority fire calls	6:50	3:48	4:18			4:03
# Incidents		498	333			831
# Responses		915	630			1545
VFD Patients		79	280			359
Patients Transported		56	128			184
% of Calls, second Rescue Amb. Needed						24%
EMS REVENUE:						
EMS Revenue Fund Balance		\$67,769.08	\$91,710.45			\$11,693.14
Revenue Collected, Avg Per Patient		\$1,246.56	\$0.00			\$379.39
Amount Billed		\$360,586.58	\$196,075.96			\$556,662.54
Total Revenue Received		\$69,807.25	\$0.00			\$69,807.25
FIRE MARSHAL:						
# of General Plans Reviewed		10	2			12
# of Sprinkler Systems Reviewed		45	39			84
# Fires investigated		1	0			1
# INSPECTIONS YTD		171	297			297
Fire Prevention Permits		15	3			18
Residential Sprinklers to date		2200	2,210			2,210
# OF COMMUNITY Ed Events		20	7			27
% of Homes with Sprinkler Systems	6708	33%	33%			33%

Response Data Through July 2022

1	2			3			4			5			6			7			8			9			10			11			12			13			14			15		
	Total Number of Incidents 2022			Life Threatening (LT) EMS Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents			Life Threatening (LT) Fire Incidents					
	Fire	EMS	Total	# LT EMS	Natl Stand. 6:30 of 90%	1st Resp. Time	ALS Resp Time	Natl Stand 10:30 of 90%	# LT Fire	Natl Stand. 6:50 of 90%	Response Time	% of 2022 Calls are:	Fire	EMS	% of 2022 Calls are:	Fire	EMS	% of 2022 Calls are:	Fire	EMS	% of 2022 Calls are:	Fire	EMS	% of 2022 Calls are:	Fire	EMS	% of 2022 Calls are:	Fire	EMS	% of 2022 Calls are:	Fire	EMS	% of 2022 Calls are:									
Bunker Hill Village	103	76	179	36	100%	3:23	5:46	100%	20	100%	5:27	100%	58%	42%	100%	45	44%																									
Hedwig Village	120	162	282	89	100%	2:57	2:59	100%	16	100%	3:09	100%	43%	57%	100%	49	41%																									
Hilshire Village	13	30	43	17	100%	3:58	5:18	100%	1	100%	5:42	100%	30%	70%	100%	5	38%																									
Hunters Creek Village	125	83	208	36	100%	3:58	5:24	100%	14	100%	4:26	100%	60%	40%	100%	54	43%																									
Piney Point Village	119	65	184	35	100%	3:27	4:54	100%	12	100%	4:13	100%	65%	35%	100%	64	54%																									
Spring Valley Village	118	122	240	60	100%	2:44	4:19	100%	20	100%	4:23	100%	49%	51%	100%	27	23%																									
Houston	60	3	63																																							
Totals	658	541	1199	273	100%	3:24	4:47	100%	83	100%	4:27	100%	55%	45%	100%	244	40%																									

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

Column 1: Reflects the cities listed within the chart.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Response Data Through June 2022

1	2		3		4		5		6		7		8		9		10		11		12		13		14		15			
	Total Number of Incidents 2022		Life Threatening (LT) EMS Incidents		Life Threatening (LT) Fire Incidents		Life Threatening (LT) Fire Incidents		Life Threatening (LT) Fire Incidents		Life Threatening (LT) Fire Incidents		Life Threatening (LT) Fire Incidents		Life Threatening (LT) Fire Incidents		Life Threatening (LT) Fire Incidents		Life Threatening (LT) Fire Incidents		Life Threatening (LT) Fire Incidents		Life Threatening (LT) Fire Incidents		Life Threatening (LT) Fire Incidents		Life Threatening (LT) Fire Incidents			
	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS
Bunker Hill Village	78	61	27	139	3:21	5:48	100%	100%	15	5:31	100%	100%	15	5:31	100%	100%	15	5:31	100%	100%	38	44%	38	44%	38	44%	38	44%	38	44%
Hedwig Village	98	136	74	234	2:56	2:58	100%	100%	15	3:11	100%	100%	15	3:11	100%	100%	15	3:11	100%	100%	41	56%	41	56%	41	56%	41	56%	41	56%
Milshire Village	11	25	14	36	3:53	5:19	100%	100%	1	5:42	100%	100%	1	5:42	100%	100%	1	5:42	100%	100%	5	69%	5	69%	5	69%	5	69%	5	69%
Hunters Creek Village	102	71	32	173	3:58	5:26	100%	100%	12	4:24	100%	100%	12	4:24	100%	100%	12	4:24	100%	100%	42	41%	42	41%	42	41%	42	41%	42	41%
Piney Point Village	94	53	27	147	3:29	4:50	100%	100%	8	4:03	100%	100%	8	4:03	100%	100%	8	4:03	100%	100%	49	36%	49	36%	49	36%	49	36%	49	36%
Spring Valley Village	103	106	52	209	2:53	4:23	100%	100%	16	4:26	100%	100%	16	4:26	100%	100%	16	4:26	100%	100%	23	51%	23	51%	23	51%	23	51%	23	51%
Houston	49	0		49																										
Totals	535	452	226	987	3:25	4:47	100%	100%	67	4:27	100%	100%	67	4:27	100%	100%	67	4:27	100%	100%	198	46%	198	46%	198	46%	198	46%	198	46%

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.

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Karen Glynn

From: Robert Lord
Sent: Friday, August 5, 2022 1:39 PM
To: Karen Glynn
Subject: Fwd: Staffing the second ambulances
Attachments: Staffing the Second Village Ambulance.docx

FYI

From: David Foster <foster@villagefire.org>
Sent: Friday, August 5, 2022 1:37:57 PM
To: David Foster <foster@villagefire.org>
Subject: Staffing the second ambulances

I continue to receive questions, almost 100% positive, about our second ambulance. To assist with this, I thought it a good idea to put a summary together of the journey.

--
David Foster
Fire Chief
Village Fire Department

Karen Glynn

From: David Foster <foster@villagefire.org>
Sent: Tuesday, August 9, 2022 1:19 PM
To: Wendy Baimbridge; Susan Blevins; Ben Griffin; Karen Glynn; Julie Robinson; Tom Fullen; Marlo Longoria; Katherine Stuart
Subject: Ambulance staffing history and July resource chart
Attachments: Staffing the Second Village Ambulance.docx; july response chart.xlsx

Good afternoon,

I have attached the following documents prepared for the Fire Commissioners and Mayors.

You will see on the July charts three colors of blocks. The yellow blocks represent days and times when we had a single truck response. This could be the engine going to a fire alarm. The red blocks are multiple truck responses. This could be the ladder and an ambulance going to a chest pain call. The black blocks represent when we have zero resources.

Each day in July we staffed our second ambulance from 7 am to 7 pm. If the second ambulance was not staffed, many of the red blocks would be black.

Let me know if you have any questions.

--

David Foster
Fire Chief
Village Fire Department

Staffing the Second Ambulance

During 2010, five of the six members of the Board of Commissioners of the Village Fire Department were Mayors of their respective cities. Then and now, the Village Fire Department operates a fire-based EMS service. This means each firefighter is also an emergency medical technician or paramedic. When a fire emergency is dispatched, all ten on duty firefighters will fight the fire. When an EMS call is dispatched, the same firefighters respond to the EMS call as well. At that time, the Village Fire Department staffed a single ambulance. The department did have a second ambulance; however, it was not State licensed and was used only when the primary ambulance was out of service for maintenance.

I was appointed as the Village Fire Chief late September in 2010. As I reviewed past practices, policies, data and discussed concerns and successes with the firefighters, several suggested the department needed to consider the need for two ambulances. They proposed if a second EMS call was received, 2 of the 4 firefighters from the ladder truck, would then staff and respond with the second ambulance. Of course, this meant the Department's firefighting resources would be further lessened but responding to an immediate life threat is more important than holding resources for a call that may not happen. I agreed and the Department began responding with 2 ambulances.

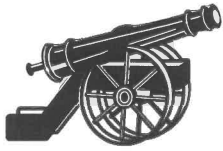
As more effective and efficient use of resources were implemented, I discussed these changes with the Village Fire Commission. During these meetings, I provided the Fire Commission with information on department response times, number of calls and types of calls, staffing, etc. The forecast showed there would be a time when increased EMS calls demanded ambulance staffing be evaluated. In addition, during this time our primary ambulance was due for replacement. Typically, this meant the oldest of the two ambulances would be sold. I requested and received approval to keep the older ambulance in the fleet as a reserve. With three ambulances, we ensured we kept two ambulances in-service at all times.

Over the next several years, I continued to conduct risk assessments. We slowly watched the percentage of second EMS calls increase. It was during 2020 when the second EMS calls hit 20%. It was also 2020 when Covid became a household name. Sadly, the ambulance call volume increased significantly. More critically, the amount of time our crews spent at the hospital, waiting for hospital staff to assume patient care increased. That time became known as "wall time." It became typical for the ambulance to be out of service for 3 hours each call. For these hours, the residents of the Villages had no ambulance.

In the summer of 2021, the ambulance "out of service time" became problematic. I brought this issue to the attention of the Fire Commission. During this meeting an important question was raised by one of the members of the Commission, "Is the wall time a transitional issue or would it be ongoing?" The answer: While wall time or "out of service time" was initially caused by the Covid pandemic, it has continued due to the shortage of nurses at hospitals. The commission, by unanimous vote, approved to staff the second ambulance, using overtime for 12 hours each day. Initial approval was given for 90 days, then it was a month-to-month discussion and approval.

During the 2023 budget process, the Village Fire Commission continued their discussion regarding the need to staff the second ambulance. The Commission asked that I supply several possible solutions to this ongoing problem, thus giving them enough information to determine their final decision. After several budget workshops, all possible solutions now on the table, the Fire Commission decided to amend the 2022 budget, adding 3 full time employees, 1 for each shift, to staff the ambulance with unanimous approval. The ambulances must be staffed with a crew of 2, however, the Fire Commission believed the second ambulance crewmember should be staffed by the continued use of overtime. The three full time positions were continued in the 2023 budget.

These changes are now approved by the governing cities. Today, the residents and visitors of the six cities are protected 24 hours each day, by 2 full time staffed ambulances. In addition, the reserve ambulance is now licensed by the State of Texas and will respond when three EMS calls are received simultaneously.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: August 16, 2022

Agenda Item No: VI

Subject/Proceeding: Police Commissioner's Report

Exhibits: Memo from Chief Schultz *dated July 1, 2022 Regarding Funding Review*

Chief's Monthly Reports:

July Monthly Report *dated August 15, 2022*

- Fire Department Assists
- 2021 Burglary Map – July 31, 2022
- 2021 Auto Burglary Map – July 31, 2022
- ALPR Hit Locations - July 31, 2022
- ALPR Recoveries, List, Data Reports - July 31, 2022
- 2022 Total Incidents to Date
- 2022 Officer Committed Time Report to Date

June Monthly Report *dated July 11, 2022*

- Fire Department Assists
- 2022 Burglary Map – June 30, 2022
- 2022 Auto Burglary Map – June 30, 2022
- ALPR Hit Locations – June 30, 2022
- ALPR Recoveries, List, Data Reports – June 30, 2022
- 2022 Total Incidents to Date
- 2022 Officer Committed Time Report to Date

Clearance: Karen Glynn, City Administrator

Executive Summary

The Police Commission Report will include the following items:

- A. Update on Activities

The City's Police Commissioner and Police Chief will be presenting this item at the meeting.

** Council will note exhibits include June and July reports since there was no Council Meeting in July **



Memorial Villages Police Department
11981 Memorial Drive
Houston, Texas 77024

Raymond Schultz
Chief of Police

July 1, 2022

TO: Police Commission
FROM: R. Schultz, Chief of Police
REF: 2021 Review of Services and FY22 Budget Equitable Funding Review

In order to assist the Police Commission in reviewing the level of services and the distribution of services to the Cities of, Bunker Hill Village, Piney Point Village and Hunters Creek Village. A review of 2021 productivity and calls for service has been conducted.

The attached Annual 2021 Total Incident Chart shows calls for service and house watches by city.

Reports/Incidents

Bunker Hill-239
Piney Point-299
Hunters Creek-382

CAD Events

Bunker Hill-34,182
Piney Point-25,843
Hunters Creek-35,623

Accidents

Bunker Hill – 27
Piney Point – 43
Hunters Creek - 96

A review of traffic enforcement shows Citations by Village.

- Bunker Hill: 866
- Piney Point: 1204
- Hunters Creek: 1071

Each Village is assigned one officer per day, per shift. This is minimum staffing and is accomplished throughout the year.

It is recommended that funding continue to remain equal at 33.3% per village.



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

Raymond Schultz
 Chief of Police

August 15, 2022

TO: MVPD Police Commissioners
 FROM: R. Schultz, Chief of Police
 REF: July Monthly Report

During the month of July MVPD responded/handled a total of 10,781 calls/incidents. 9,439 House Watch checks were conducted. 531 traffic stops were initiated with 564 citations being issued for 1,017 violations. (Note: 24 Assists in Hedwig, 90 in Houston, 1 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	3554/13340	3189/11034	1	87/266/353	5@3:08
Piney Point:	2612/11257	2228/8879	4	86/302/388	10@3:30
Hunters Creek:	4454/17115	4017/14109	7	74/173/192	10@3:59
				Cites/Warn/Total	25@3:37

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	184	Ord. Violations:	23	Speeding:	160
Animal Calls:	12	Information:	36	Exp. Registration:	175
ALPR Hits:	66	Suspicious Situations	92	No Ins:	105
Assist Fire:	48	Loud Party	26	License	108
Assist EMS:	37	Welfare Checks:	14	Sign	37
				Fake Plate	56

*This month the department generated a total of 84 police reports.
 BH-17, PP-29, HC-38, HOU-0, HED-0, SV-0*

Crimes Against of Persons (0)

Crimes Against Property (19)

Burglary of a Motor Vehicle	6	Forgery	3
Burglary of a Habitation	1	Fraud/ID	4
Theft	4	Auto Theft	1

Petty/Quality of Life Crimes/Events (65)

ALPR Hits (valid)	9	Possession of CS	7
Misc. Reports	20	Warrants	13
DWI	2	Public Intox	1
Information Reports	8	Unlawful Use of Vehicle	5

Arrest Summary: Individuals Arrested (30)

Warrants	10	Felony	8
Class 3 Arrests	10	DWI	2

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	2,751,071	5,222,098	52.7%
• Operating Expense:	641,402	959,152	66.8%
• Total M&O Expenditures:	3,392,473	6,181,250	54.9%
• Capital Expenses:	160,088	178,000	89.9%
• Net Expenses:	3,552,561	6,359,250	56%

Follow-up on Previous Month Items/Requests from Commission

- Information Technology RFP was issued, and 3 proposals have been received.
- The compensation subcommittee on fuel assistance, met and made recommendations for assistance for the MVPD employees w/o assigned vehicles. (To be discussed).

Personnel Changes/Issues/Updates

- Two new officers were hired this month. Officer Brian Baldwin and Officer John Johnson. Both are currently in the Field Training Program.
- Officer Chris Nash and Officer Keith Kelso submitted letters of resignation. Officer Nash received employment with an ISDPD and Officer Kelso is going into the private sector.
- Officer Vasquez accepted the position as the MVPD SRO/DARE Officer and is completing DARE training at the HISD academy.
- Officer Torrez remains on ILD and Officer Schanmier is on light duty working in dispatch.

Major/Significant Events

- During the month of July MVPD hosted another full R.A.D. class with the next class scheduled for August.
- 7/7/22, detectives located a van used in the theft of construction supplies from several Memorial area construction projects. The 4 suspects were found to be illegals who admitted to multiple thefts over an 18-month period.
- 7/7/22, officers responded to and located a stolen vehicle as the result of an ALPR alert. The vehicle had been taken during an armed robbery. After a short foot chase the suspects were taken into custody. HPD responded and took custody of the suspects and a firearm.
- The week of July 14th, MVPD newly hired MVPD officers attended ALERT training provided by Spring Branch ISD.
- 7/21/22 at 1900 Hours. While investigating a suspicious person call on Wickwild Road, a male ran from officers jumping over several fences. The male was eventually taken into custody and a firearm was recovered. The male was found to be a wanted fugitive and was booked into the Harris County Jail.

Status Update on Major Projects

- Information on RFP's have been received and reviewed.
- The MVPD drone program has received a Drone Dome for testing from Paladin Inc. The dome is a security cover that protects the drone from weather and allows for remote charging of the drone while awaiting deployment.
- Statue underlayment, lighting and bricks have been set. Waiting for delivery of the Statue.

V-LINC new registrations in July: +33

BH – 1495(+15)

PP – 1076 (+9)

HC – 1517 (+6)

Out of Area – 538 (+3)

July VFD Assists

Calls received directly by MVPD via 911/3700

Priority Events Average Response Times

Total –12	3:43
Fire – 2	4:41
EMS – 10	3:30

By Village

BH Fire – 0	0
BH EMS – 4	3:37
PP Fire – 1	3:00
PP EMS – 4	3:07

HC Fire -1	6:21
HC EMS -2	3:58

Combined VFD Events (Priority + Radio)

Total – 45	3:30
Fire – 23	3:38
EMS – 22	3:22

Radio Call Events

Total – 33	3:25
Fire- 21	3:31
EMS- 12	3:16

Radio Call Events by Village

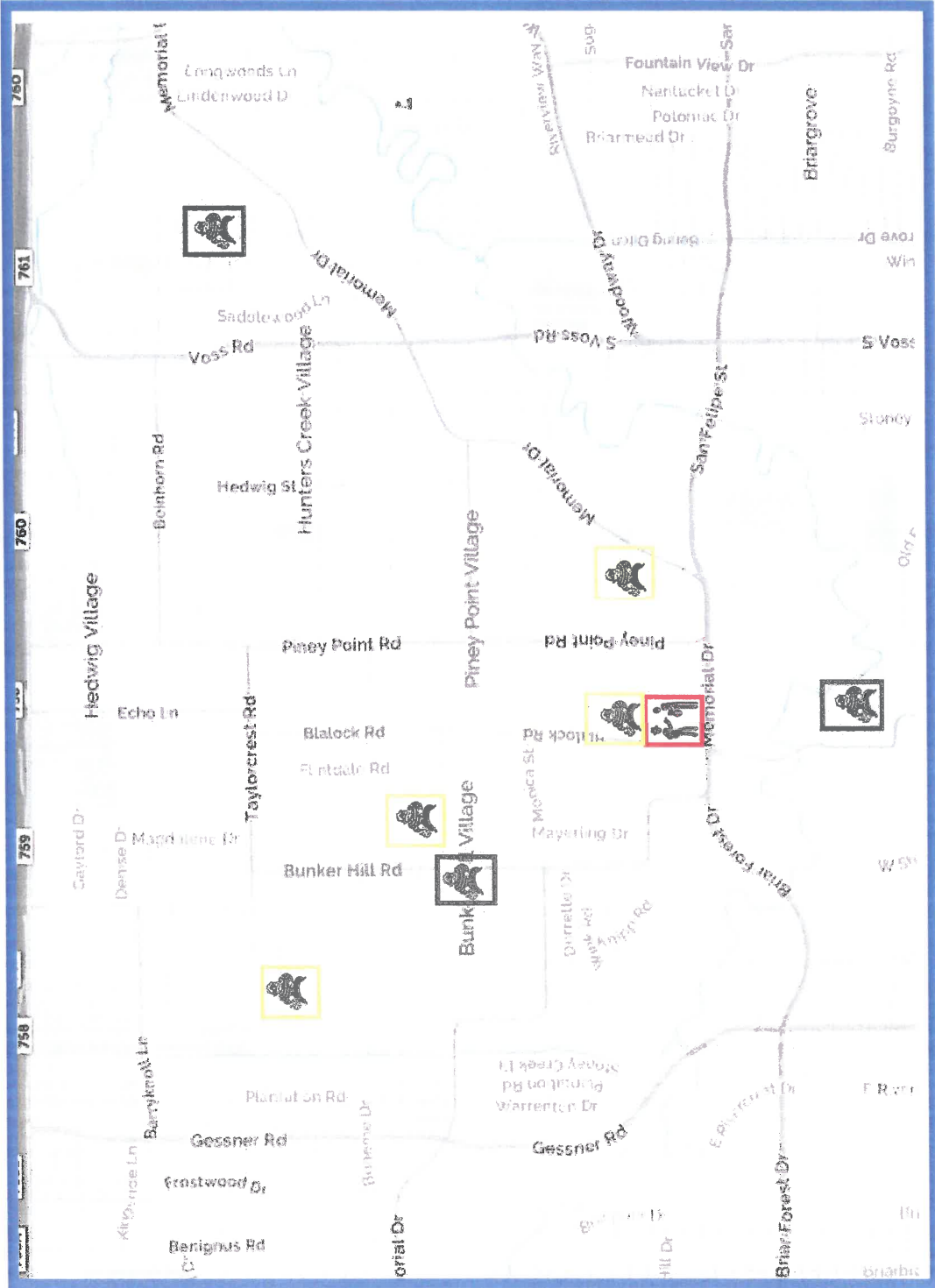
BH – 12	3:21
PP – 10	2:31
HC – 11	4:19

2022 Burglary Map

Address	Alarm	POE
233 Merrie Way	No	Walk-in UNL Door
706 Country Lane	No	Garage UNL Door
11903 Broken Bough	No	Door Kick
24 Greyton Ln	No	Side Door Wind
321 Bunker Hill Rd	No	Const Site
214 Blalock	No	Open Door
26 Windemere	No	Rear Door Wind

2022 Robberies

Address	MO
201 Kensington	Driveway Robbery



Daytime Burglary

Nighttime Burglary

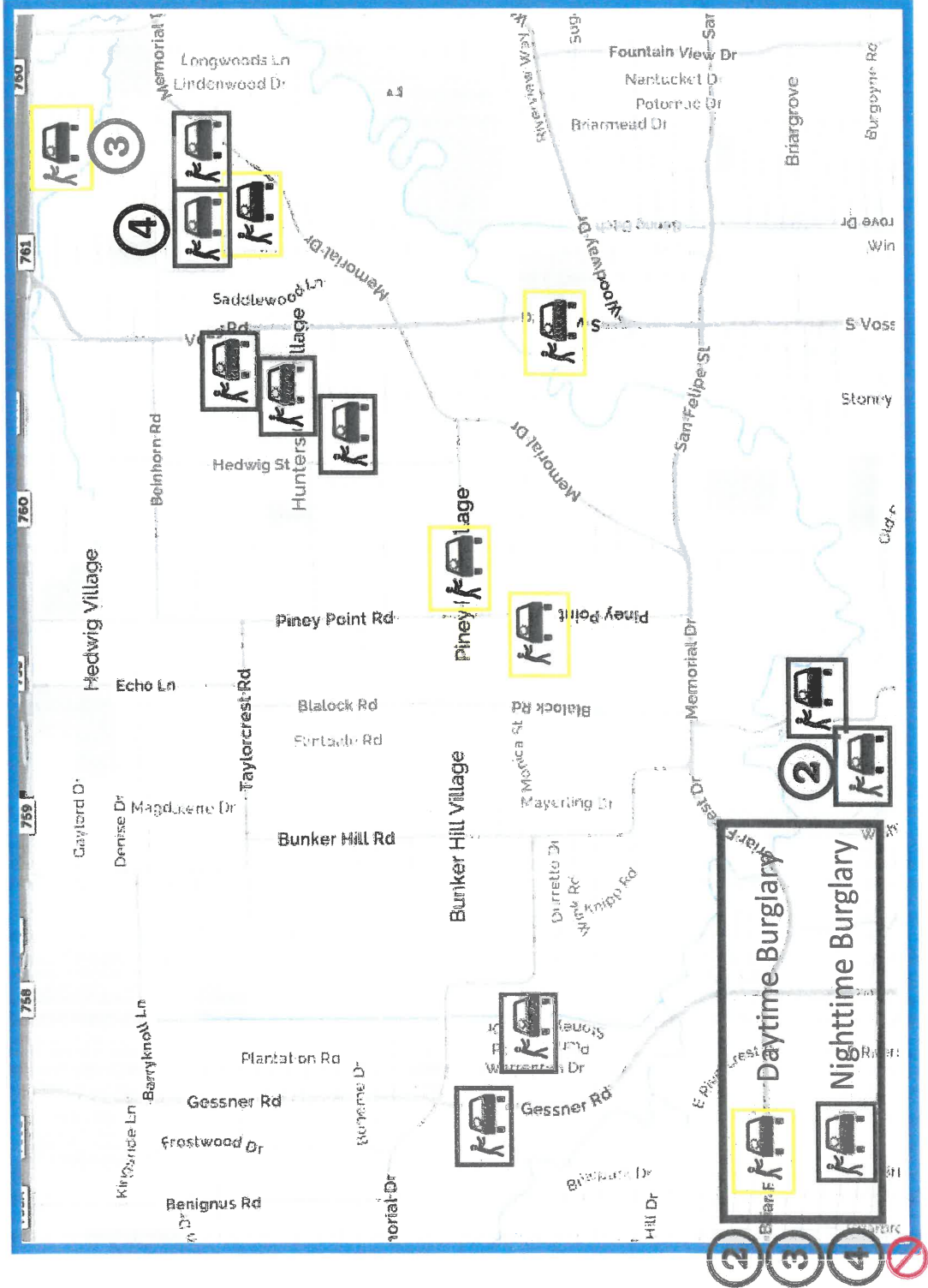
Robbery

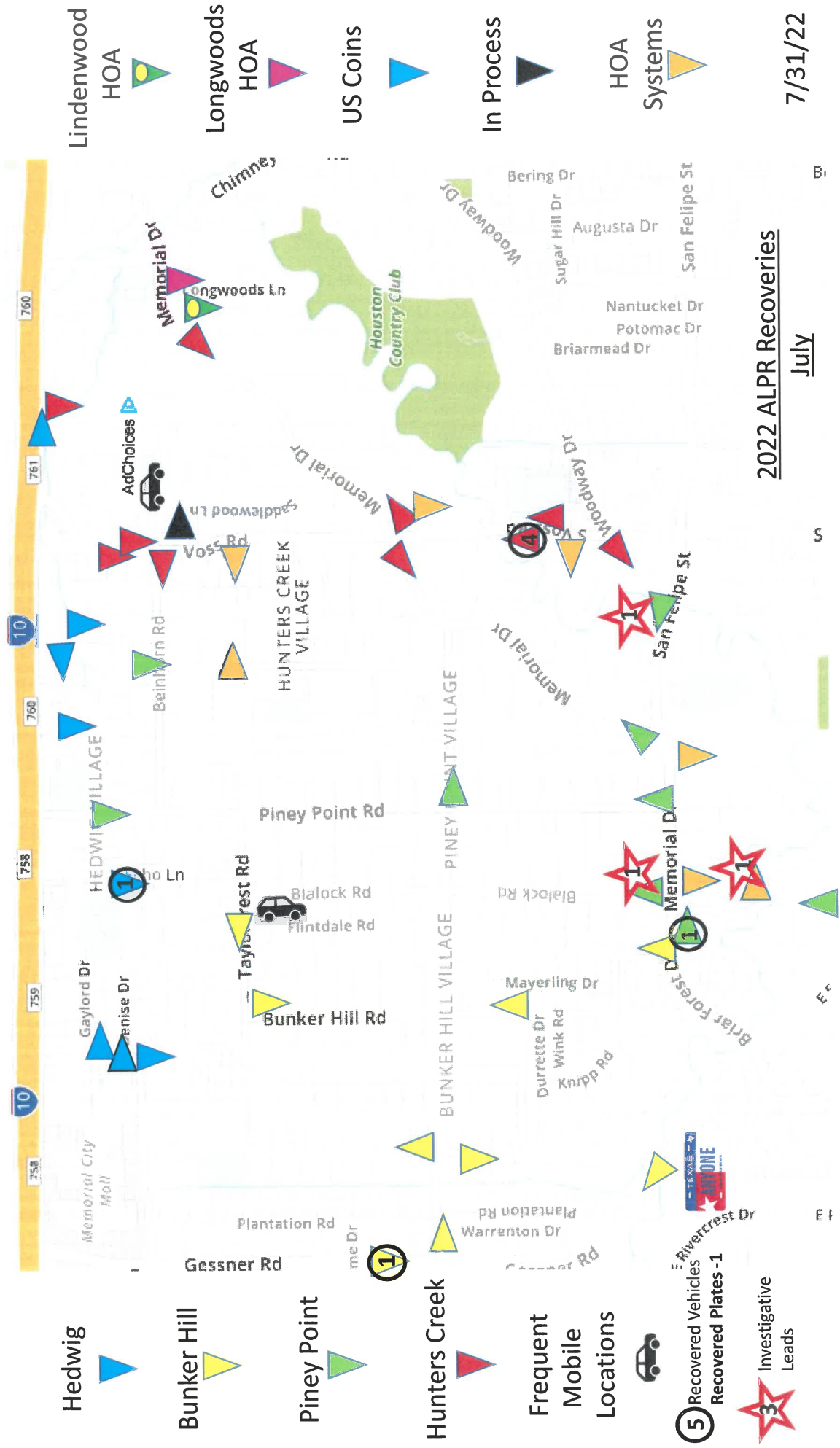


7/31/22

2022 Auto Burglary Map

Address	POE
243 Gessner 22-0042	UNL Vehicle
614 Hunters Grove 22-0046	UNL Vehicle
215 Voss	UNL Vehicle
634 Saddlewood	UNL Vehicle
626 Saddlewood	UNL Vehicle
10710 Bridlewood	UNL Vehicle
718 Camelot	UNL Vehicle
708 Country	UNL Vehicle
1 Windemere	UNL Vehicle
410 Pine Needle	UNL Vehicle
8427 Hunters Creek Drive	UNL Vehicle
8447 Hunters Creek Drive	UNL Vehicle
11024 Greenbay	Side Window
362 Piney Point	UNL Vehicle
11614 Arrowood Cir	UNL Vehicle
251 Plantation	UNL Vehicle
8435 Katy Fwy	UNL Vehicle
11607 Arrowood Cir	UNL Vehicle
708 Country Lane	UNL Vehicle
10917 Roaring Brook	UNL Vehicle





2022 ALPR Recoveries

July

7/31/22

ALPR Recoveries						
Num	Plate	Vehicle	Loc	Val	Links	Date
1	PYW1930	Jeep Pat	6	\$ 18,000.00	Missing Peson	5-Jan
2	NSZ6202	Chev SPK	19	\$ 14,000.00	Fugitive	9-Jan
3	LBH7413	Toy Cam	8	\$ 18,000.00	Burg/Warr	13-Jan
4	36268G6	Niss Sent	24	\$ 14,500.00		14-Jan
5	P556946	ChevImpal	22	\$ 21,000.00		20-Jan
6	2751781	BlkLexus	21	\$ 34,000.00	FelWarrant	30-Jan
7	JMH0296	Ford Must	17	\$ 23,500.00		1-Feb
8	AL32592	U-HAUL	Station	\$ 70,000.00	Poss Meth	24-Feb
9	NPS2672	Ford F150	20	\$ 45,000.00	Carjacking	25-Feb
10	KPH5017	LexG43	17	\$ 18,500.00	Warr	3-Mar
11	NVT0203	Chev Mal	103	\$ 16,000.00	Warr	8-Mar
12	C337283	Chev1500	Coins	\$ 21,000.00	Fugitive	13-Mar
13	NKM9110	Toy SUV	19	\$ 30,000.00	Fugitive	19-Mar
14	LTR0879	Honda ACI	21	\$ 18,000.00		20-Mar
15	94AQZQ	ToyCam	2	\$ -	Hotlist Mail Thief	25-Mar
16	MKP5490	Toy Rav4	7	\$ 26,000.00	Fugitive	22-Mar
17	PRF3098	Niss Con	19	\$ 18,750.00	Armed Rob	31-Mar
18	GF85552	Toy Cor	19	\$ 16,000.00	car Jacking	1-Apr
19	AG89893	Uhaul	1	\$ 41,000.00		23-Apr
20	HTV3407	Ford Esc	1	\$ 20,000.00	Missing Peson	26-Apr
21	MCD4078	HynEln	4	\$ 23,500.00		2-May
22	LBL4381	Ram1500	8	\$ 41,000.00		4-May
23	RRB3406	NissXTR	23	\$ 27,000.00		5-May
24	PMJ5213	NissSen	21	\$ 18,500.00		5-May
25	RPZ7921	Ford Foc	RB 23	\$ 12,000.00		6-May
26	48055C8	HumH3	19	\$ 46,000.00	Fugitive	6-May
27	MZZ3102	ChevSub	23	\$ 27,000.00		8-May
28	0252W43	F150	27	\$ 30,000.00		26-May
29	RFK9077	NissMur	8	\$ 23,000.00		26-May
30	RG84290	Kia	8	\$ 22,500.00	Poss of Narcotics	27-May
31	PBJ4056	Niss	8	\$ 25,500.00	Stolen Firearm	27-May
32	AH01898	UHaul	7	\$ 42,500.00	Stolen misc items	1-Jun
33	KKM3831	ToyCam	8	\$ 20,000.00	Fugitive	11-Jun
34	LFS4848	Honda Civ	20	\$ 15,000.00		14-Jun
35	PXD7306	FordEsc	19	\$ 18,750.00	Fugitive	17-Jun
36	CZY9487	FordF250	24	\$ 37,000.00	Hotwire	18-Jun
37	57BYIV	Kia	24	\$ 24,000.00	hertz Rental	20-Jun
38	RMX4945	Acura	21	\$ 32,000.00	Carjacking	7-Jul
39	0698V50	Toy Cam	Hed	\$ 23,000.00	Fraud	12-Jul
40	4T28195	Trailer	21	\$ 6,000.00	Fraud	18-Jul
41	CQE6383	MerBenz	21	\$ 65,000.00	Fraud	21-Jul
42	RNV3718	Ford Van	21	\$ 17,000.00	Fraud	24-Jul
43	NHV2432	HynEln	1	\$ 18,000.00	Fraud	30-Jul
44	KXR5488	DodJour	6	\$ 9,000.00		2-Aug
45						
46						
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Plate Recoveries						
Plate Recove	Date	Links	Plate Reco	Date	Links	
IS11QH	1/4/2022		53821C6	6/25/2022	Fake/Fugitive	
63B374	1/4/2022		NSZ6346	6/27/2022		
39496Y1	2/18/2022	same plate on 2 cars	NMD9375	7/7/2022		
39496Y1	2/18/2022	same plate on 2 cars	03339D99	7/8/2022		
NBB1660	3/3/2022		1BD0631	7/26/2022		
LS3735	3/7/2022					
KT3323	3/10/2022	Recovered 100+ CC's				
BGFB425	3/15/2022	Hertz				
72HCF9	3/25/2022					
MKP5490	3/22/2022	On Stolen Veh				
72HCF9	3/26/2022					
43423 E7	7-Apr					
30054V3	5/9/2022					
34917B9	5/12/2022					
LCL5909	5/12/2022	Stolen Plate				
0006H59	6/1/2022	Fake Tag				
006H59	6/4/2022	Stolen Plate				
0252W43	6/4/2022	Stolen Plate				
0006H59	6/4/2022	Stolen Plate				
PXD7306	6/17/2022	Stolen on Stolen				
86F1775	6/18/2022	Fake/Stolen				
0271A61	6/24/2022	Fake/Stolen				

Firearm in vehicle
Temp Tag

Located but Fled					
Date	Plate	Camera	Date	Plate	Camera
13-Mar	PGP4565	7	3-Jul	0339D99	21
26-Mar	KZR0019	19	19-Jul	CQE6383	21
12-Jun	KTG0535	17			
26-Jun	PYV1695	20			
26-Jun	PTD5972	23			

Missing Person
6/7/2022 LZM0966 2
6/7/2022 GLW6656 1

27 of 41 involved in other crimes = 65%

Program Summary			
2022 Value	\$ 1,106,500.00	Recovered	40
2021 Value	\$ 1,683,601.00	Recovered	75
2020 Value	\$ 1,147,500.00	Recovered	61
2019 Value	\$ 438,000.00	Recovered	22
Program Total	\$ 4,375,601.00		198

INVESTIGATIVE LEADS				
3/11/2022	JXN1575	20	Mail and Vehicle Thefts	HPD Case TOT HPD
3/24/2022	94A02Q.FL	19	Mail Thiefs	Lead TO-Be issued
4/4/2022	Green Honda	23	Robbery	Lead TB To-Be issued
4/8/2022	Chev Impalat	6	Burglary	lead Arrest
4/19/2022	Cad Esc	#174	UUMV	Lead tot HPD
4/21/2022	Toy Cor	15	BMW	Lead To-Be issued
5/21/2022	LIN6783	Wind	Mail Thieves	Arrest Arrest
5/23/2022	RKH5452	1	BOH	Lead To-Be issued
7/6/2022	78660E1	Hed	Const Theft	Arrest 3 in-custody

2022 ALPR Data Report

Plate Reads Summary

Total Plate Reads:
3,591,029

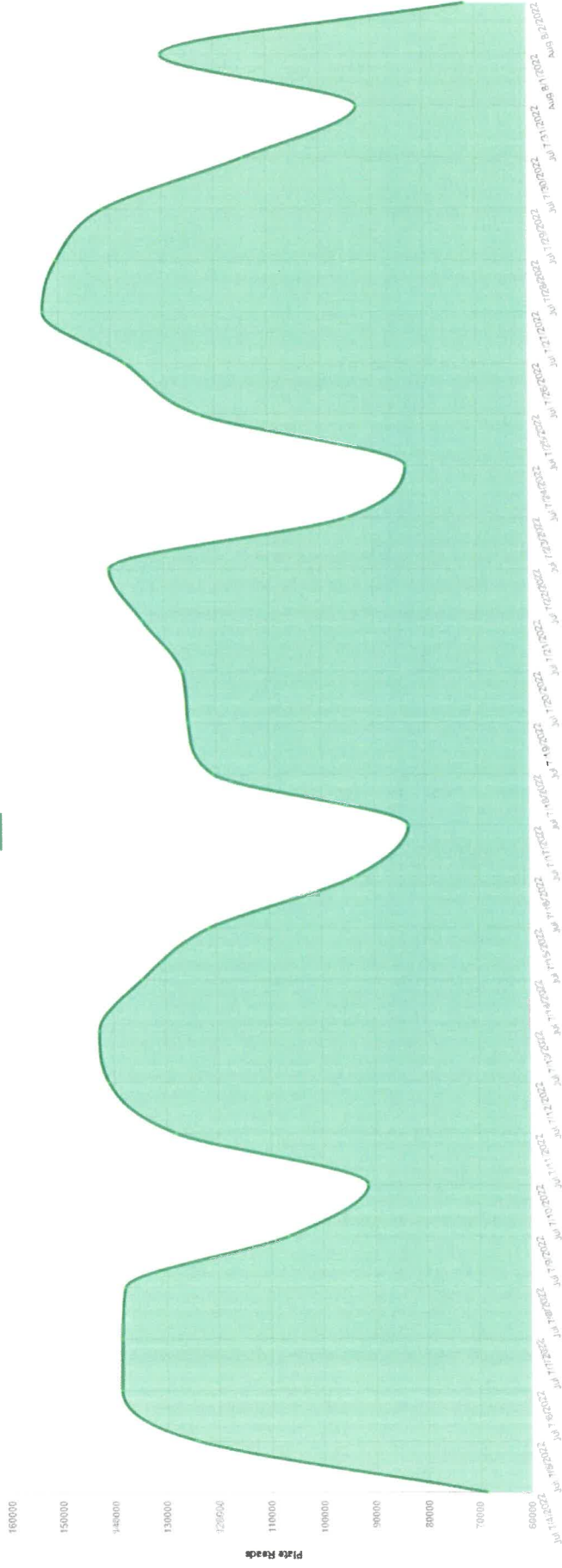
Jul 4 - Aug 2

DOWNLOAD CSV

Cameras (32)

Search

Plate Reads By Day



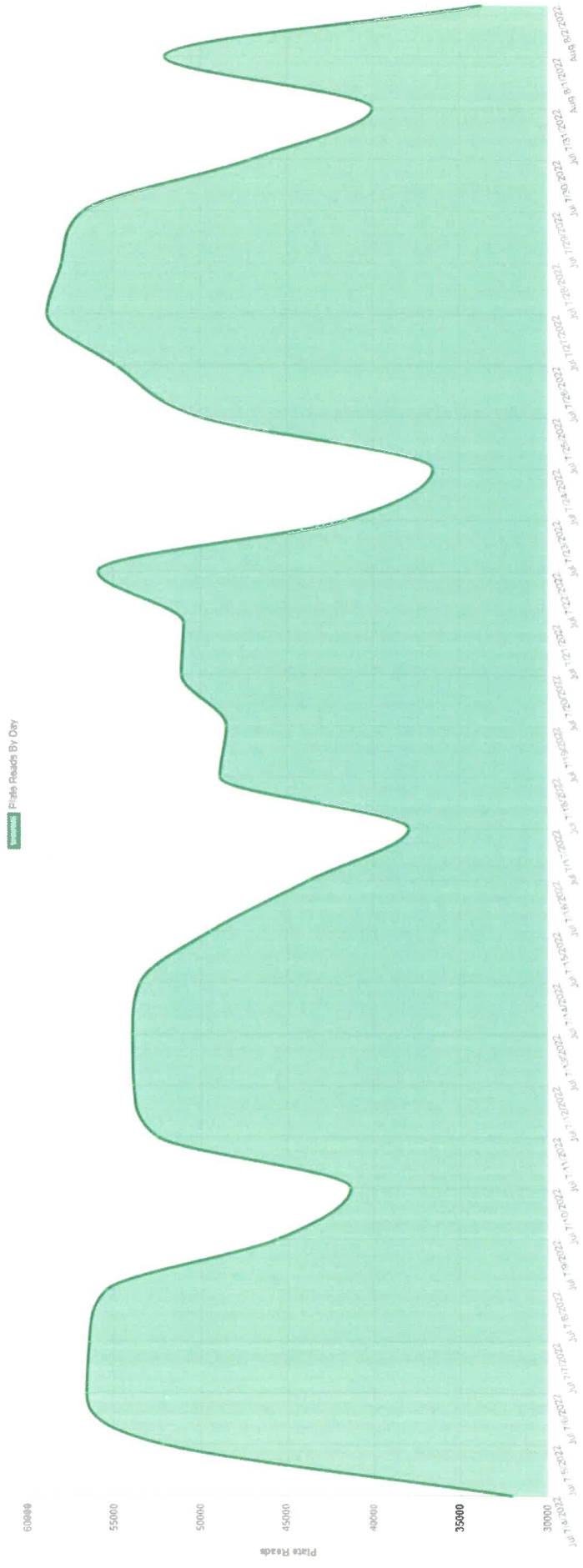
Unique Plate Reads Summary

Total Unique Plate Reads:
1,469,541

[Download CSV](#)

Jul 4 - Aug 2

Cameras (37)



All Categories

Hits Report

Total Hits:
307

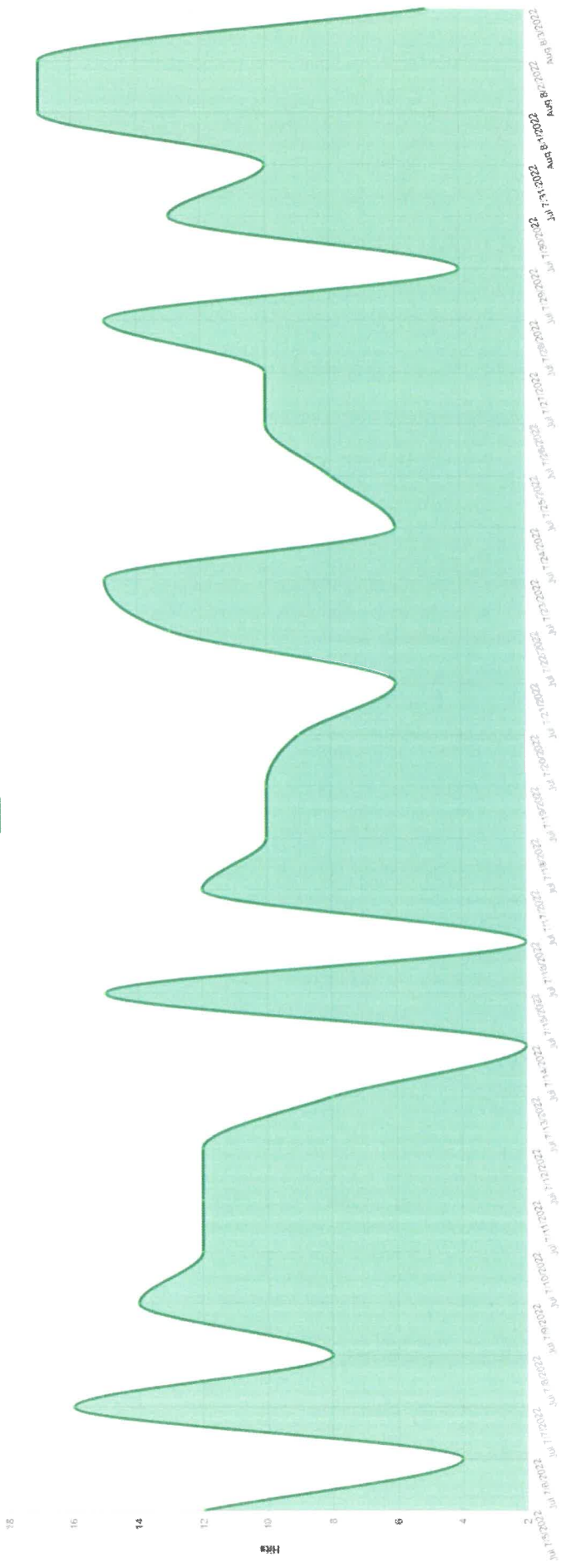
[Download CSV](#)

Jul 5 - Aug 3

Topics (13)

Cameras (32)

Hits By Day



Top 6 Categories

Hits Report

Total Hits:
169

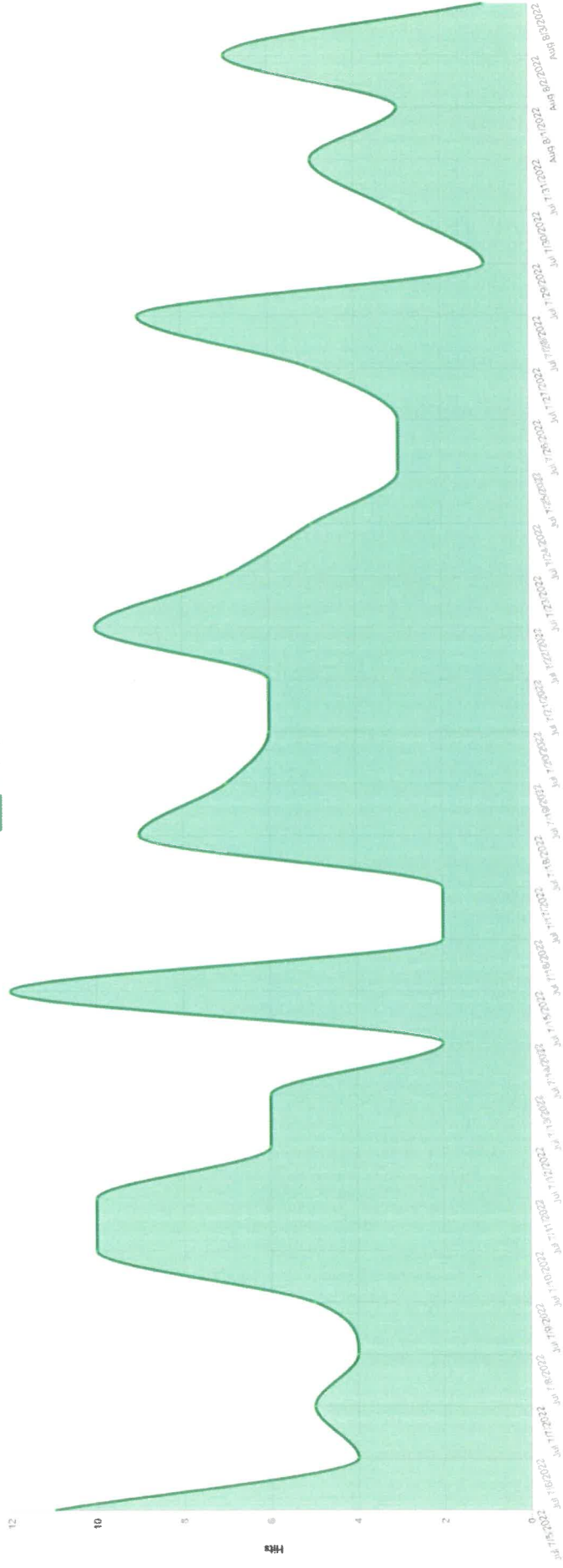
[Download CSV](#)

Jul 5 - Aug 3

Topics (6) ▼ Cameras (32) ▼

[Search](#)

Hits By Day



Sex Offenders Only Hits

Hits Report

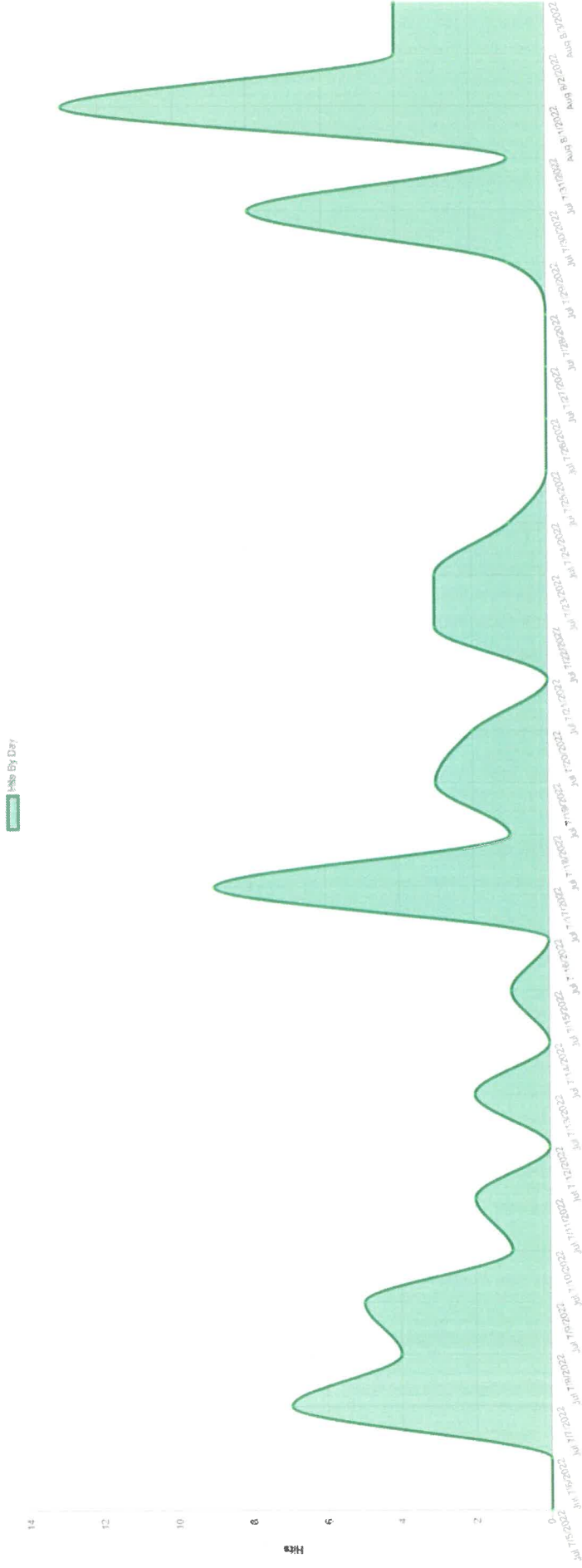
Total Hits:
75

[DOWNLOAD CSV](#)

Jul 5 - Aug 3

Topics (1) ▾

Cameras (32) ▾



Hits/Reads By Camera

1	19/319,095	17	2/97,334	Total Reads – 3,591,029
2	8/124,949	18	0/94,722	Unique Reads – 1,469,541
3	0/0	19	12/279,589	Hits- 307
4	9/118,482	20	10/228,009	6 Top Hit List- 169
5	2/81,730	21	18/301,779	
6	4/95,955	22	29/342,899	
7	10/199,944	23	5/171,423	
8	5/160,614	24	3/99,277	
9	1/48,828	25	0/45,942	
10	3/120,349	26	0/45,374	
11	8/58,420	29	Riverbend 0/5,240	
12	1/136,023	#30	Beinhorn/Voss 4/40,650	
13	12/166,168	#32	Greenbay/Memorial 1/42,227	
14	0/51,397	#181	1/98,464	
15	0/7,662	Trailer	0/6,015	
16	1/79,547	Strey	0/29,317	

2022 Officer Committed Time to Service Report

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
BAKER, BRIAN C	1:12:06	0:25:57	0:41:47	3:39:42	2:14:53	1:17:03	1:36:45							
BALDWIN, BRIAN							13:29:27						3	18
BIHUNKO, JOHN	18:43:22	2:22:28	16:34:24	16:11:16	0:05:01	30:06:58	20:24:31						1	18
BOGGUS, LARRY	15:04:47	5:53:12	4:40:34	3:14:42	4:18:58	8:49:03	4:15:44						1	9
BURLESON, Jason	12:07:07	8:50:51	10:28:24	15:39:39	20:46:39	12:37:07	12:19:19						1	18
CANALES, RALPH EDWARD	15:47:48	12:59:21	20:33:16	7:12:09	18:07:20	18:57:15	24:50:11						6	18
CERNY, BLAIR C.	10:28:34	4:46:23	5:09:00	13:16:49	3:28:16	2:39:05	17:08:31							
ECKERFIELD, Dillion	14:43:31	50:20:55	41:45:59	20:58:59	46:51:13	46:09:14	33:39:36						7	55
HARWOOD, NICHOLAS	8:52:50	12:08:28	17:02:07	32:38:36	14:55:59	19:34:36	15:51:00						2	18
JARVIS, RICHARD	15:27:18	13:08:35	11:48:58	17:43:16	17:42:14	20:08:16	25:38:04						4	45
JOHNSON, JOHN							1:48:02						2	
JONES, ERIC	0:00:00	0:00:00	0:00:00	2:26:49	0:58:54	0:00:00	0:00:00							
KELSO JR, RONALD K	18:23:38	18:34:45	18:24:13	16:24:02	21:26:07	16:59:04	21:18:40						4	16
KUKOWSKI, Andy	8:41:08	29:17:18	19:38:51	10:43:16	14:27:45	35:09:03	23:03:25						3	29
LOWRIE, Andy	22:19:30	25:03:32	25:44:26	30:50:09	37:16:39	47:52:05	49:29:44						5	86
MCCELVANY, ROBERT	15:57:19	16:56:24	11:49:41	15:02:12	15:14:52	14:52:41	14:09:33						1	27
MILLER, OSCAR	2:11:11	0:26:31	2:26:05	9:03:28	4:23:24									
NASH, CHRISTOPHER	5:48:17	8:01:05	12:25:46	18:40:35	14:35:51	11:49:00	16:46:51						4	5
Ortega, Yesenia	13:37:44	13:06:03	27:04:16	21:00:00	22:35:33	31:13:22	32:38:16						2	18
OWENS, LANE	1:19:54	0:00:00	0:01:20	0:00:00	1:17:38	0:00:00	3:05:43							
PAVLOCK, JAMES ADAM	7:53:53	12:46:08	21:56:20	18:00:52	19:42:42	22:02:06	24:04:31						5	64
RODRIGUEZ, CHRISTOPHER	3:33:25	1:10:27	2:30:35	3:18:59	9:12:09	2:37:41	3:30:42						12	12
SALAZAR, Efraim							12:39:26							
SCHANMEIR, CHRISTIAN	13:46:24	13:54:19	22:55:54	19:04:49	24:31:16	0:00:00	0:00:00							
SCHULTZ, RAYMOND	0:08:10	0:19:11	0:00:00	3:09:04	0:58:56	0:14:11	1:23:01							
SILLIMAN, ERIC	18:28:11	21:46:57	18:28:05	20:43:02	30:52:29	16:55:33	6:26:49						1	31
SPRINKLE, MICHAEL	2:24:25	3:42:07	7:30:26	10:26:51	8:13:27	12:57:33	8:18:24						1	3
TAYLOR, CRAIG	14:23:05	8:57:33	15:22:47	8:22:56	15:25:16	29:26:49	24:23:06						5	41
TORRES, PATRICK	17:51:27	15:18:21	12:19:55	18:43:20	15:41:19	10:59:51	0:00:00							
VALDEZ, JUAN	12:53:25	15:40:46	23:53:53	17:10:21	27:45:20	24:50:03	32:46:12						5	18
VASQUEZ, MONICA	17:21:21	13:46:27	13:46:55	29:48:40	27:25:02	17:57:16	20:04:56						3	3
WHITE, TERRY	19:20:30	25:56:34	40:33:51	25:47:31	15:35:11	40:24:45	24:39:05						5	10
WILLIFORD, Adam	2:52:41	16:38:20	42:14:42	22:19:22	24:49:13	14:17:33	29:33:12						2	20
												Total	84	564

* = Admin

Dispatch Committed Time						Totals
911 Phone Calls	256	313	376	313	395	333
3700 Phone Calls	2431	1978	2504	2412	2739	2537
DP General Phone Calls*	55:52:24	43:36:37	62:07:20	60:05:05	63:55:16	61:19:42

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



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

Raymond Schultz
 Chief of Police

July 11, 2022

TO: MVPD Police Commissioners
 FROM: R. Schultz, Chief of Police
 REF: June Monthly Report

During the month of June MVPD responded/handled a total of 7901 calls/incidents. 6595 House Watch checks were conducted. 500 traffic stops were initiated with 537 citations being issued for 954 violations. (Note: 19 Assists in Hedwig, 75 in Houston, 2 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	2735/9786	2357/7845	7	106/229/335	2@1:33
Piney Point:	1724/8645	1375/6651	1	94/266/360	4@3:07
Hunters Creek:	3285/12661	2855/10092	5	86/173/259	6@3:25
				Cites/Warn/Total	12@3:00

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	164	Ord. Violations:	14	Speeding:	136
Animal Calls:	20	Information:	19	Exp. Registration:	183
ALPR Hits:	100	Suspicious Situations	96	No Ins:	117
Assist Fire:	40	Loud Party	9	License	122
Assist EMS:	27	Welfare Checks:	14	Stop Sign	38
				Fake Plate	44

*This month the department generated a total of 79 police reports.
 BH-25, PP-22, HC-28, HOU-3, HED-1, SV-0*

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

Crimes Against Property (15)
 Burglary of a Motor Vehicle 2
 Burglary of a Habitation 2
 Theft 5

Forgery 3
 Fraud/ID 3

Petty/Quality of Life Crimes/Events (63)
 ALPR Hits (valid) 9
 Misc. Reports 24
 DWI 4
 Information Reports 8

Possession of CS 6
 Warrants 7
 Weapons Charges 1
 Death Calls 4

Arrest Summary: Individuals Arrested (18)
 Warrants 7
 Class 3 Arrests 3

Felony 2
 DWI 6

Budget YTD:	Expense	Budget	%
● Personnel Expense:	2,353,410	5,222,098	45.1%
● Operating Expense:	560,320	959,152	58.4%
● Total M&O Expenditures:	2,913,730	6,181,250	47.1%
● Capital Expenses:	160,075	178,000	89.9%
● Net Expenses:	3,073,805	6,359,250	48%

Follow-up on Previous Month Items/Requests from Commission

- 2023 Budget was approved by all 3 city councils.
- The IT RFP was completed and sent out to various vendors for consideration of proposals. MergerTree was provided notice as per the agreement, of the termination of the existing contract effective October 1, 2022.

Personnel Changes/Issues/Updates

- Three officers successfully completed the hiring process. Officer Efrain Salazar stated employment on July 5, 2022. Two additional officers were provided conditional offers of employment contingent upon successfully passing psychological testing and a physical. Those are scheduled for mid-July.
- On June 24, 2022, Officer Torres responded to a suicide call on Flintwood. Upon arrival to the location a male subject was found hanging from the rafters. As Officer Torres cut him down, the subjects body knocked him from the ladder causing him to fall and break his leg.

Major/Significant Events

- On the evening of June 6, 2022, MVPD personnel located and reunited 2 missing persons with their families as the result of ALPR hits. One of the missing persons was on medically necessary medication and was treated by VFD personnel.
- On June 10, 2022, officers responded to a burglary in the 200 block of Blalock. During the course of the investigation, officers located a suspect vehicle on the ALPR system. The vehicle was linked to a repeat offender who has committed prior thefts/burglaries in the area. Detectives will be obtaining an arrest warrant for the suspect.
- On June 30, 2022, MVPD attended and participated in a regional meeting of LE leaders hosted by Commissioner Ramsey to discuss School Safety in light of the Uvalde incident. (Note: MVPD will have personnel attending an upcoming active shooter class hosted by SBISD Police)
- During the month of June, we saw a significant increase in the number of DWI drivers in the area. Officers were able to stop and arrest 6 drunk drivers during the month.

Status Update on any Major Projects

- In June, the Memorial Villages Community was named by SafeWise, as one of the top 5 safest communities in the State of Texas.
- A major construction project started on Taylorcrest Road as part of a new waterline installation. Patrol officers and the powershift officer have been assigned to monitor the traffic as several vehicles have been driving on the wrong side of the roadway. Several citations have been issued.
- The Fake Paper License Plate Tag Tact Plan continued in June resulting in 24 additional fake paper tags being seized.

V-LINC new registrations in June: +31

BH – 1480(+9)

PP – 1067 (+8)

HC – 1511 (+12)

Out of Area – 508 (+2)

June VFD Assists

Calls received directly by MVPD via 911/3700

Priority Events Average Response Times

Total –7 3:24

Fire – 3 2:47

EMS – 4 3:59

By Village

BH Fire – 0 0

BH EMS – 0 0

PP Fire – 2 2:06

PP EMS – 1 2:27

HC Fire -1 4:11

HC EMS -3 3:59

Combined VFD Events (Priority + Radio)

Total – 30 3:35

Fire – 14 3:16

EMS – 16 3:51

Radio Call Events

Total – 23 3:33

Fire- 11 3:25

EMS- 12 3:47

Radio Call Events by Village

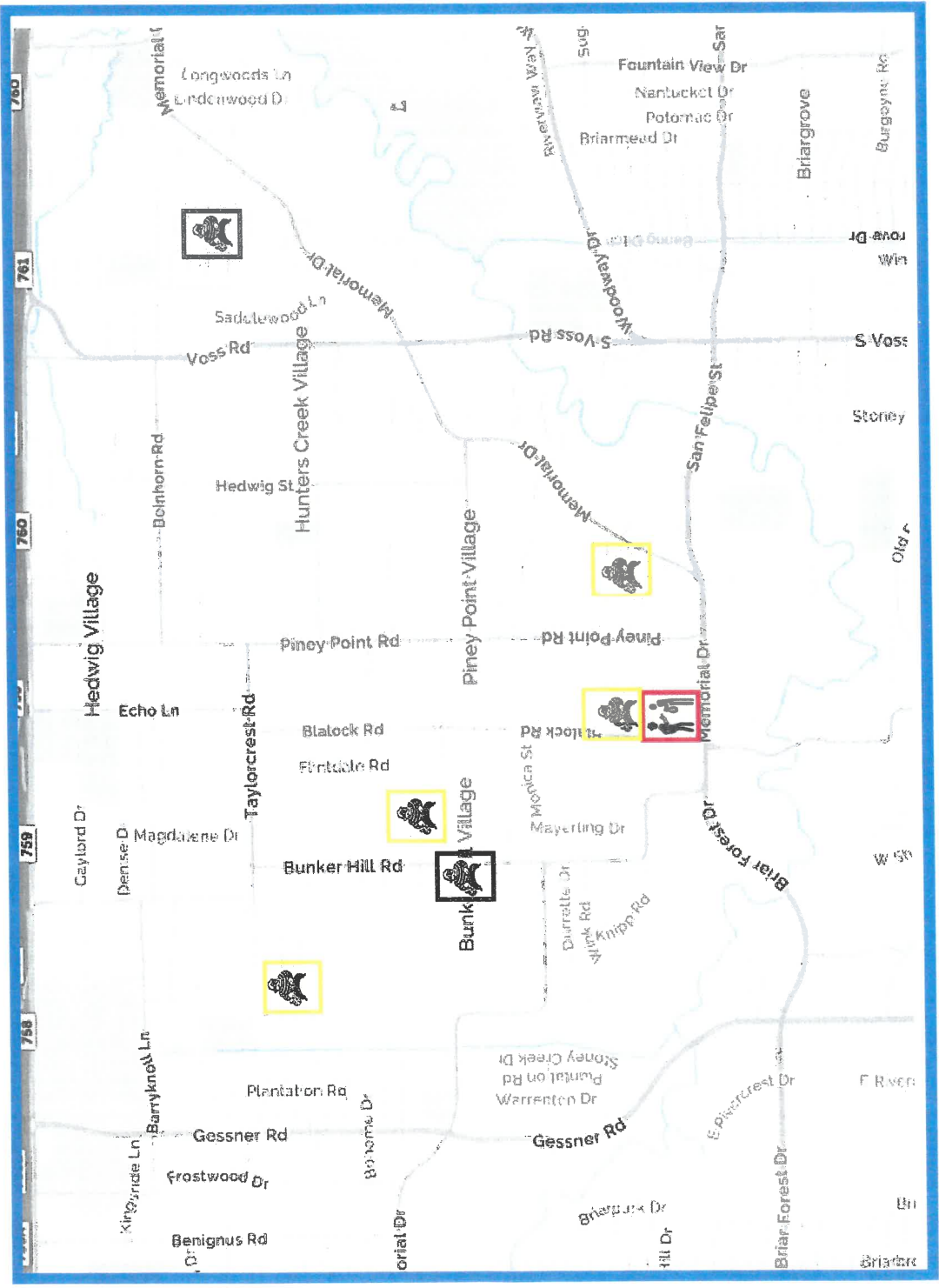
BH – 8 3:13

PP – 3 3:34

HC – 12 3:52




2022 Burglary Map


Address	Alarm	POE
233 Merrie Way	No	Walk-in UNL Door
706 Country Lane	No	Garage UNL Door
11903 Broken Bough	No	Door Kick
24 Greyton Ln	No	Side Door Wind
321 Bunker Hill Rd	No	Const Site
214 Blalock	No	Open Door



2022 Robberies

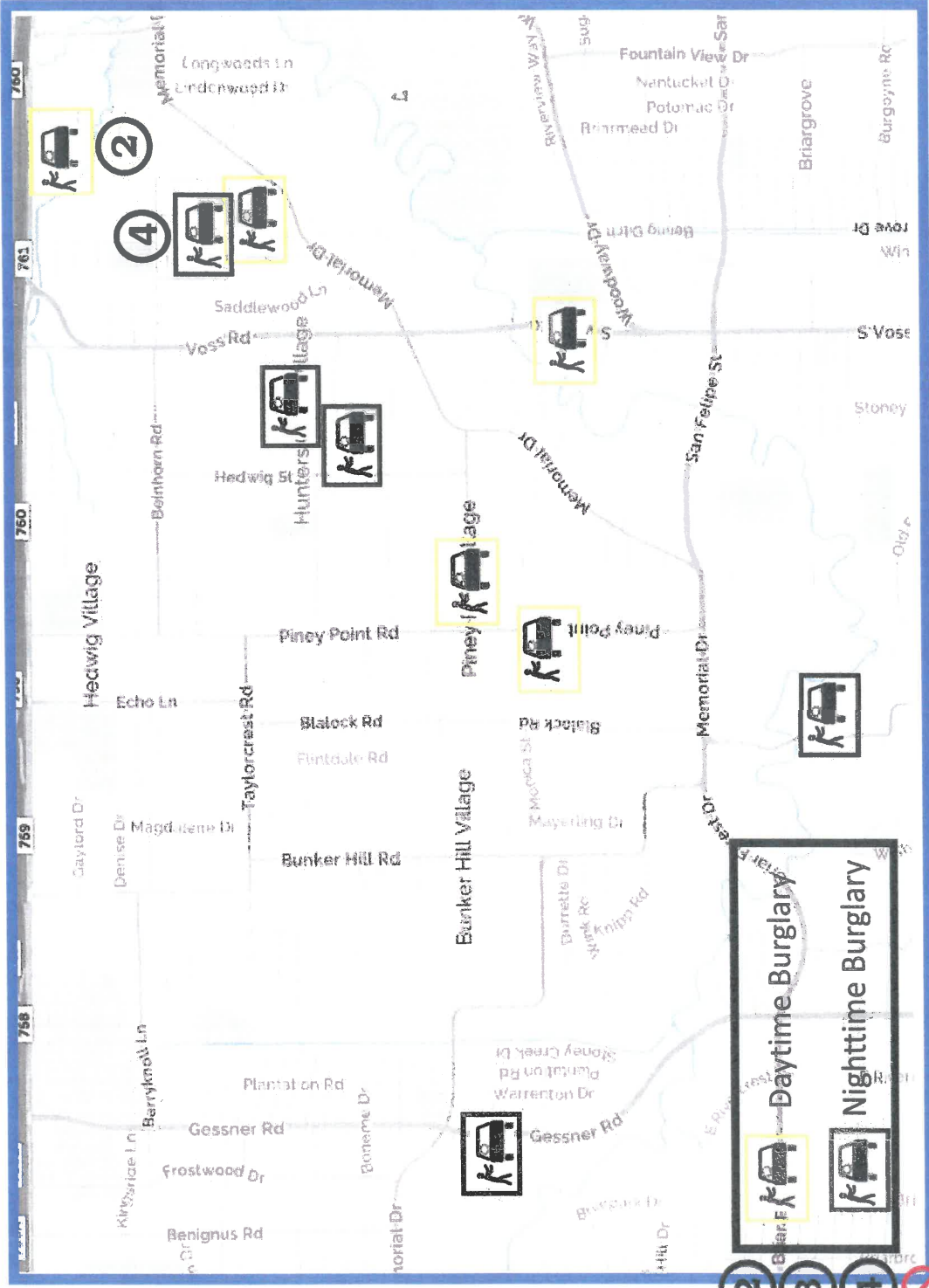
Address	MO
201 Kensington	Driveway Robbery

 Daytime Burglary
 Nighttime Burglary
 Robbery

 **2**
 6/30/22

2022 Auto Burglary Map

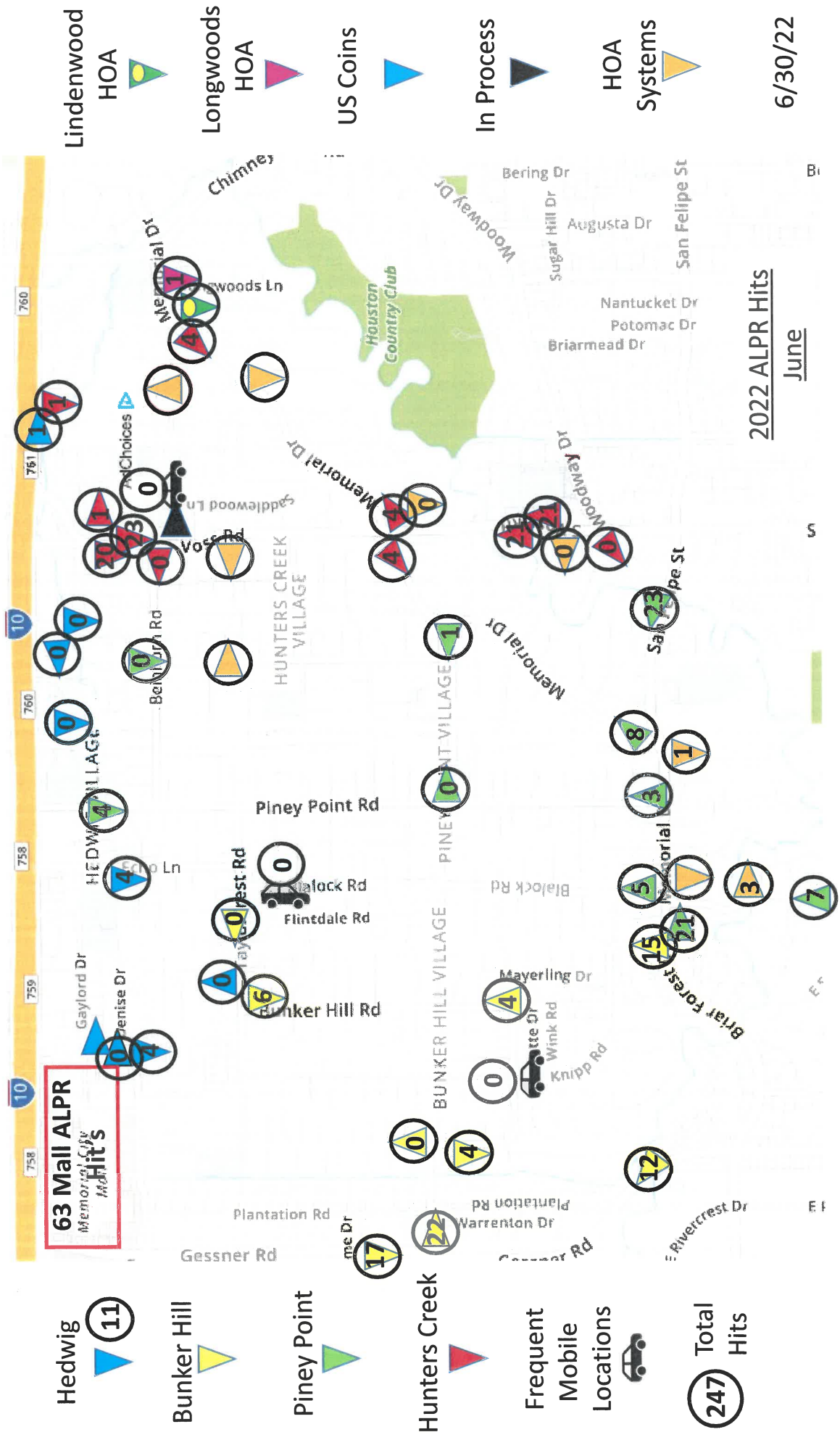
Address	POE
243 Gessner 22-0042	UNL Vehicle
614 Hunters Grove 22-0046	UNL Vehicle
215 Voss	UNL Vehicle
634 Saddlewood	UNL Vehicle
626 Saddlewood	UNL Vehicle
10710 Bridlewood	UNL Vehicle
718 Camelot	UNL Vehicle
708 Country	UNL Vehicle
1 Windemere	UNL Vehicle
410 Pine Needle	UNL Vehicle
8427 Hunters Creek Drive	UNL Vehicle
8447 Hunters Creek Drive	UNL Vehicle
11024 Greenbay	Side Window
362 Piney Point	UNL Vehicle

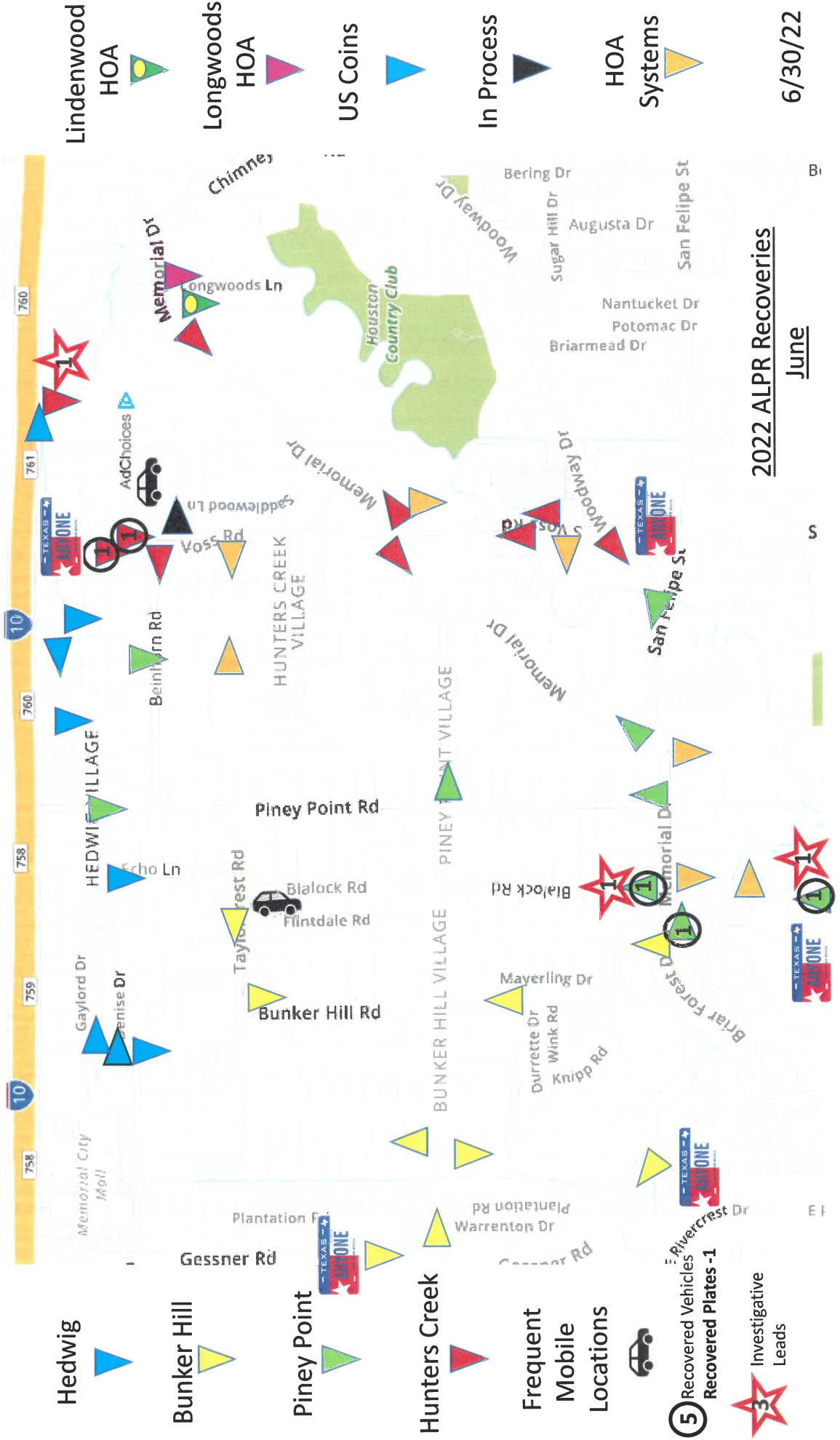


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Daytime Burglary

Nighttime Burglary





2022 ALPR Recoveries

6/30/22

June

Memorial City Mall, Hedwig Village, Bunker Hill Village, Piney Point Village, Hunters Creek Village, Memorial Dr, Woodway Dr, San Felipe St, Bering Dr, Augusta Dr, Sugar Hill Dr, Nantucket Dr, Potomac Dr, Briarwood Dr, Saddlewood Ln, AdChoices, Voss Rd, Beinhorn Rd, Echo Ln, Blalock Rd, Flintdale Rd, Bunker Hill Rd, Mayerling Dr, Durrrette Dr, Wink Rd, Knipp Rd, Brat Forest Dr, Memorial Dr, Woodway Dr, San Felipe St, Gessner Rd, Warrenton Dr, Rivercrest Dr

ALPR Recoveries							Plate Recoveries		
Num	Plate	Vehicle	Loc	Val	Links	Date	Plate Recove	Date	Links
1	PYW1930	Jeep Pat	6	\$ 18,000.00	Missing Peson	5-Jan	IS11QH	1/4/2022	
2	NSZ6202	Chev SPK	19	\$ 14,000.00	Fugitive	9-Jan	63B374	1/4/2022	53821C6 6/25/2022 Fake/Fugitive
3	LBH7413	Toy Cam	8	\$ 18,000.00	Burg/Warr	13-Jan	39496Y1	2/18/2022	NSZ6346 6/27/2022
4	36268G6	Niss Sent	24	\$ 14,500.00		14-Jan	39496Y1	2/18/2022	same plate on 2 cars
5	P556946	ChevImpal	22	\$ 21,000.00		20-Jan	NBB1660	3/3/2022	same plate on 2 cars
6	27517B1	BlkLexus	21	\$ 34,000.00	FelWarrant	30-Jan	L53735	3/7/2022	
7	JMH0296	Ford Must	17	\$ 23,500.00		1-Feb	KTB3323	3/10/2022	Recovered 100+ CC's
8	AL32592	U-HAUL	Station	\$ 70,000.00	Poss Meth	24-Feb	BGFB425	3/15/2022	Hertz
9	NPS2672	Ford F150	20	\$ 45,000.00	Carjacking	25-Feb	72HCF9	3/25/2022	
10	KPH5017	LexG43	17	\$ 18,500.00	Warr	3-Mar	MKP5490	3/22/2022	On Stolen Veh
11	NVT0203	Chev Mal	103	\$ 16,000.00	Warr	8-Mar	72HCF9	3/26/2022	
12	C337283	Chev1500	Coins	\$ 21,000.00	Fugitive	13-Mar	43423 E7	7-Apr	
13	NKM9110	Toy SUV	19	\$ 30,000.00	Fugitive	19-Mar	30054V3	5/9/2022	
14	LTR0879	Honda ACC	21	\$ 18,000.00		20-Mar	34917B9	5/12/2022	
15	94AQ2Q	ToyCam	2	\$ -	Hotlist Mail Th	25-Mar	LCL5909	5/12/2022	Stolen Plate
16	MKP5490	Toy Rav4	7	\$ 26,000.00	Fugitive	22-Mar	0006H59	6/1/2022	Fake Tag
17	PRF3098	Niss Con	19	\$ 18,750.00	Armed Rob	31-Mar	006H59	6/4/2022	Stolen Plate
18	GF85552	Toy Cor	19	\$ 16,000.00	car Jacking	1-Apr	0252W43	6/4/2022	Stolen Plate
19	AG89893	Uhaul	1	\$ 41,000.00		23-Apr	0006H59	6/4/2022	Stolen Plate
20	HTV3407	Ford Esc	1	\$ 20,000.00	Missing Peson	26-Apr	PXD7306	6/17/2022	Stolen on Stolen
21	MCD4078	HynEln	4	\$ 23,500.00		2-May	86F1775	6/18/2022	Fake/Stolen
22	LBL4381	Ram1500	8	\$ 41,000.00		4-May	0271A61	6/24/2022	Fake/Stolen
23	RRB3406	NissXTR	23	\$ 27,000.00		5-May			
24	PMJ5213	NissSen	21	\$ 18,500.00		5-May			
25	RPZ7921	Ford Foc	RB 23	\$ 12,000.00		6-May			
26	48055C8	HumH3	19	\$ 46,000.00	Fugitive	6-May			
27	MZZ3102	ChevSub	23	\$ 27,000.00		8-May			
28	0252W43	F150	27	\$ 30,000.00		26-May			
29	RFK9077	NissMur	8	\$ 23,000.00		26-May	13-Mar	PGP4565	7
30	RGR4290	Kia	8	\$ 22,500.00	Poss of Narcot	27-May	26-Mar	KZR0019	19
31	PBJ4056	Niss	8	\$ 25,500.00	Stolen Firearm	27-May	12-Jun	KTG0535	17
32	AH01898	UHaul	7	\$ 42,500.00	Stolen misc ite	1-Jun			
33	KKM3831	ToyCam	8	\$ 20,000.00	Fugitive	11-Jun			
34	LFS4848	Honda Civ	20	\$ 15,000.00		14-Jun			
35	PXD7306	FordEsc	19	\$ 18,750.00	Fugitive	17-Jun			
36	CZY9487	FordF250	24	\$ 37,000.00	Hotwire	18-Jun			
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19 of 34`involved in other crimes =

2022 Value	\$ 912,500.00		17
2021 Value	\$ 1,683,601.00		75
2020 Value	\$ 1,147,500.00	Recovered	61
2019 Value	\$ 438,000.00	Recovered	22
Program Total	\$ 4,181,601.00		175

INVESTIGATIVE LEADS

3/11/2022	JXN1575	20	Mail and Vehicle Thefts	HPD	Case TOT HPD
3/24/2022	94A02Q FL	19	Mail Thiefs	Lead	TO-Be issued
4/4/2022	Green Honda	23	Robbery	Lead TB	To-Be issued
4/8/2022	Chev Impala€	6	Burglary	lead	Arrest
4/19/2022	Cad Esc	#174	UUMV	Lead	tot HPD
4/21/2022	Toy Cor	15	BMV	Lead	To-Be issued
5/21/2022	LIN6783	Wind	Mail Thieves	Arrest	Arrest
5/23/2022	RKH5452	1	BOH	Lead	To-Be Issued

Total Value

2022 ALPR Data Report

Plate Reads Summary

Total Plate Reads:
4,128,056

Jun 2 - Jul 1

DOWNLOAD CSV

Cameras (32)

Search

Plate Reads By Day



Unique Plate Reads Summary

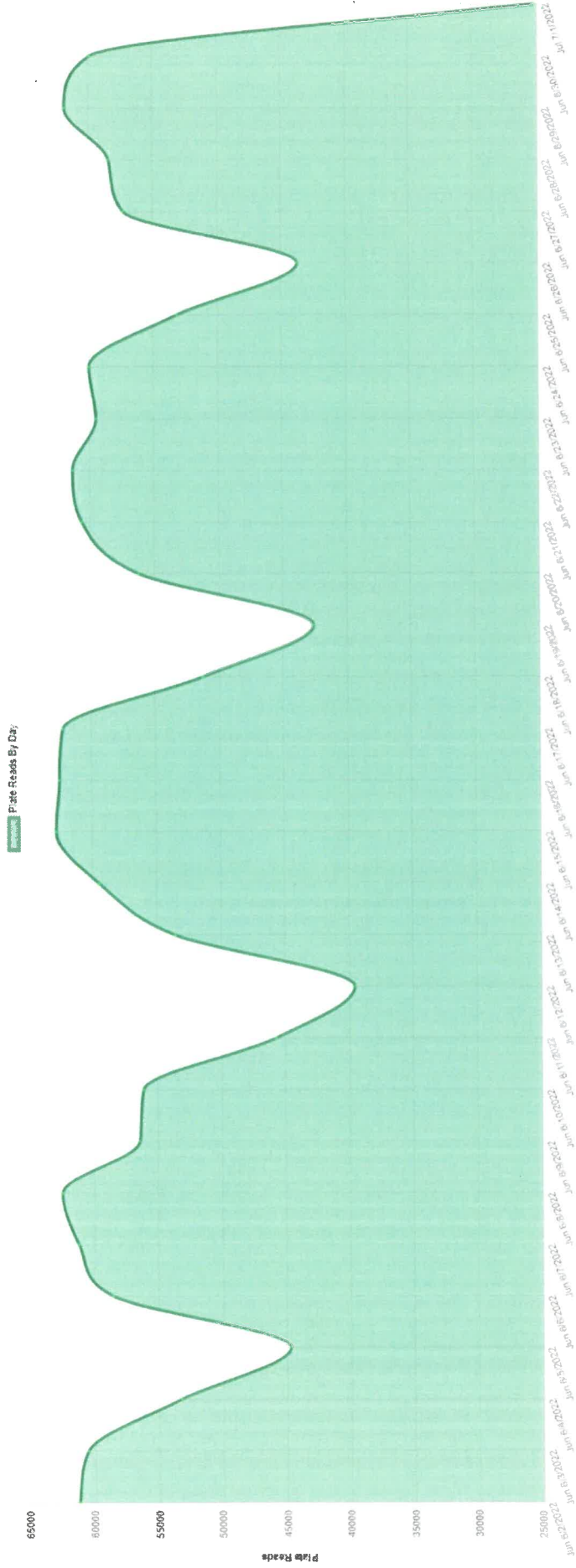
Total Unique Plate Reads:

1,651,932

[Download CSV](#)

Jun 2 - Jul 1

Cameras (32)



All Categories

Hits Report

Total Hits:
388

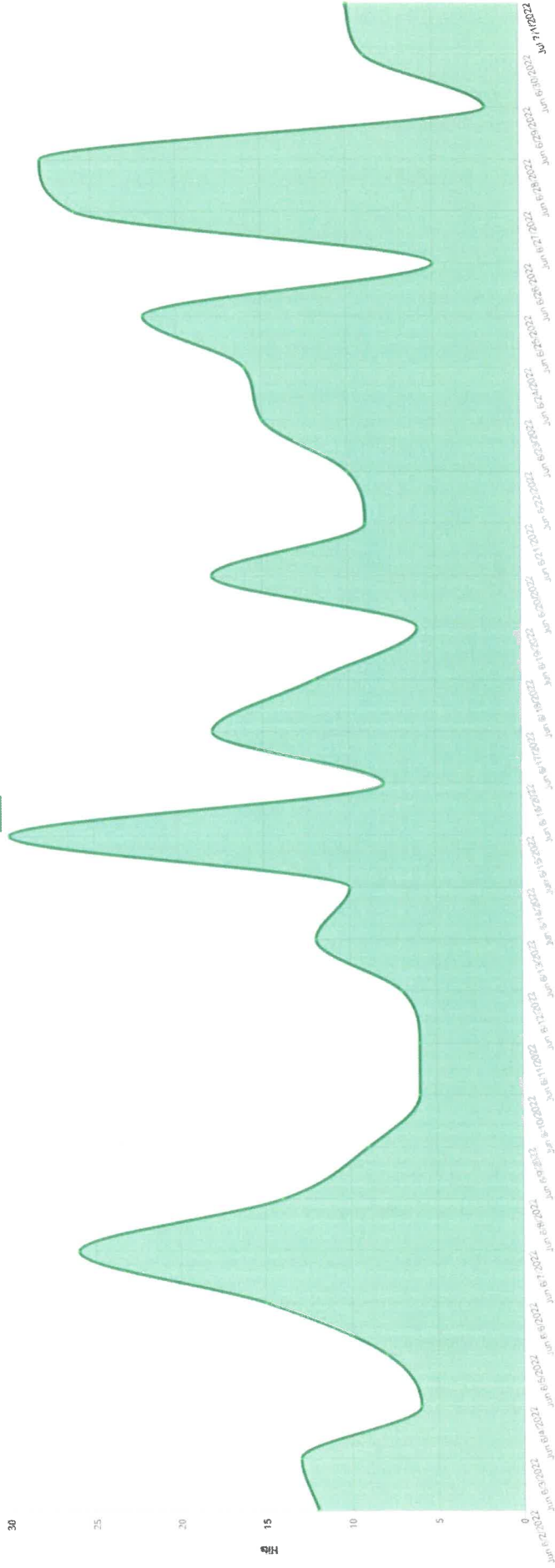
Jun 2 - Jul 1

DOWNLOAD CSV

Topics (14) ▾ Cameras (32) ▾

Search

Hits By Day



Top 6 Categories

Hits Report

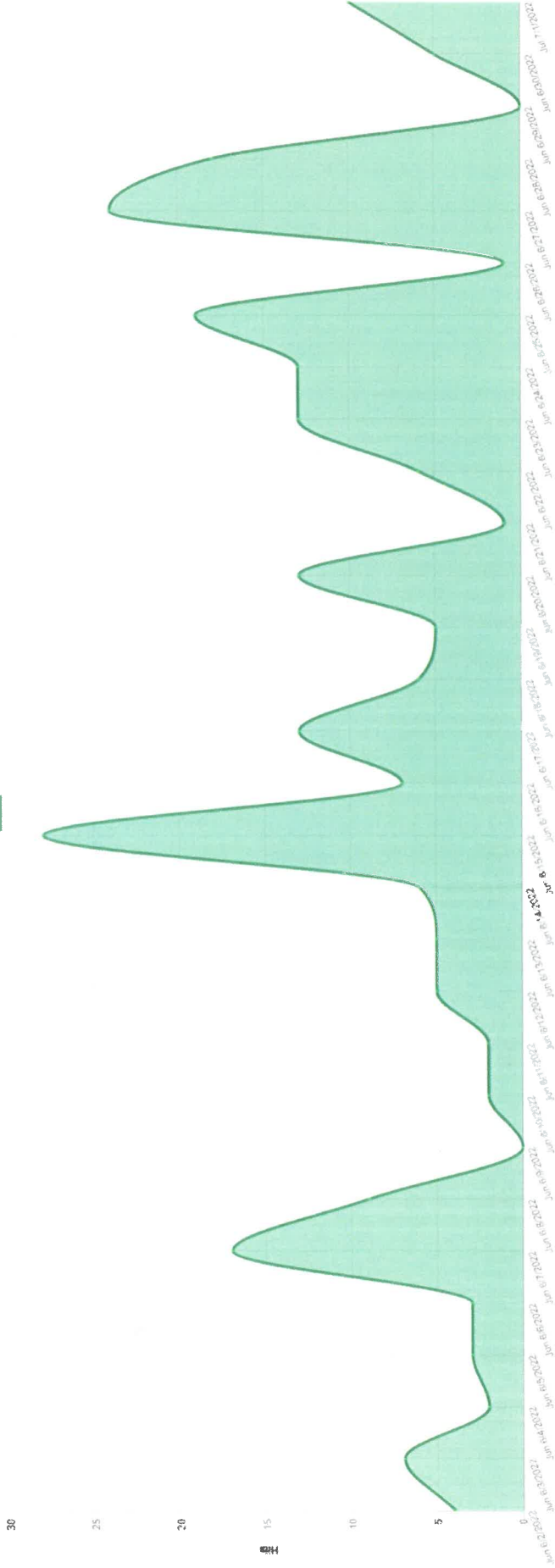
Total Hits:
247

DOWNLOAD CSV Jun 2 - Jul 1

Topics (6) Cameras (32)

Search

Hits per Day



Sex Offenders Only Hits

Hits Report

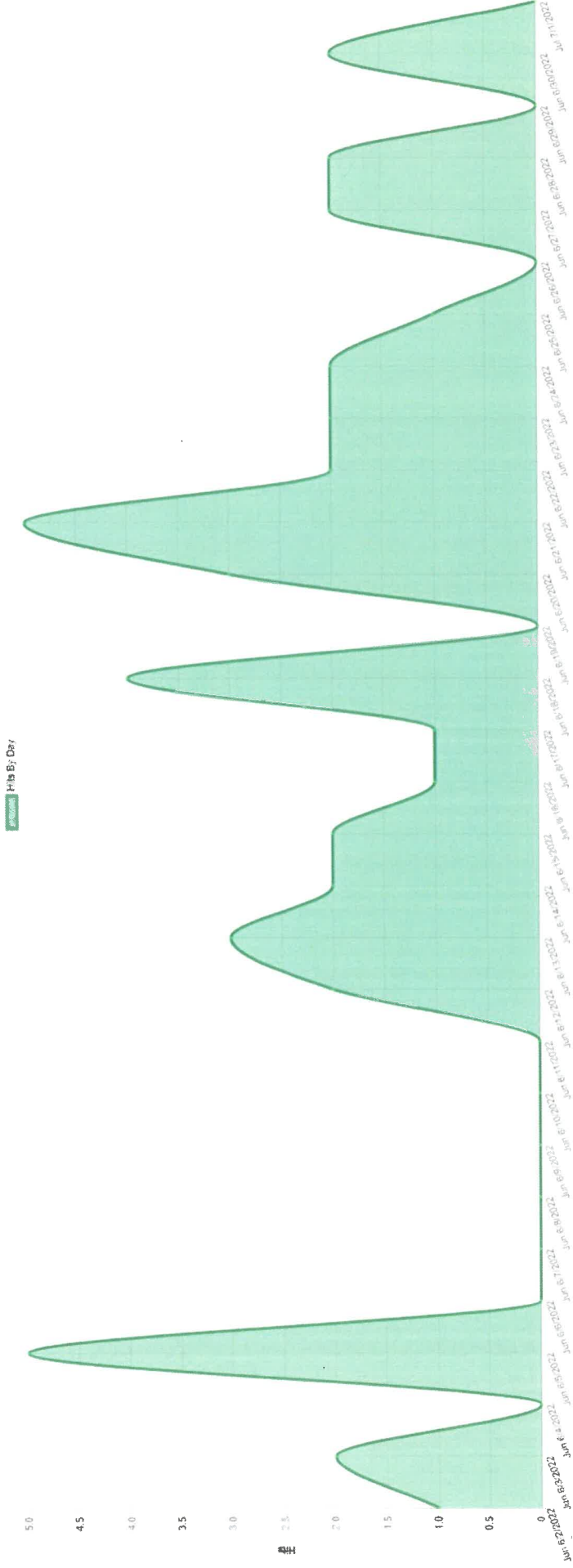
Total Hits:
44

Jun 2 - Jul 1

DOWNLOAD CSV

Optics (1) Cameras (32)

Search



Hits/Reads By Camera

1	17/335,872	17	4/95,669
2	22/146,781	18	4/109,628
3	0/0	19	20/363,555
4	15/129,045	20	23/237,693
5	6/97,885	21	21/344,175
6	1/89,077	22	21/357,131
7	21/237,100	23	23/191,148
8	7/194,424	24	5/102,660
9	3/52,972	25	4/55,419
10	8/131,110	26	0/55,609
11	0/75,784	29	Riverbend 0/4,643
12	4/114,369	#30	Beinhorn/Voss 1/48,802
13	12/181,887	#32	Greenbay/Memorial 1/57,867
14	0/54,725	#181	0/117,872
15	0/6,882	Trailer	0/10,478
16	4/95,669	Strey	0/35,151

Total Reads – 4,128,056

Unique Reads – 1,651,932

Hits- 353

6 Top Hit List- 247

2022 Officer Committed Time to Service Report

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
BAKER, BRIAN C	* 1:12:06	0:25:57	0:41:47	3:39:42	2:14:53	1:17:03								0
BIEHUNKO, JOHN	18:43:22	2:22:28	16:34:24	16:11:16	0:05:01	30:06:58							6	16
BOGGUS, LARRY	* 15:04:47	5:53:12	4:40:34	3:14:42	4:18:58	8:49:03								1
BURLESON, Jason	12:07:07	8:50:51	10:28:24	15:39:39	20:46:39	12:37:07							5	10
CANALES, RALPH EDWARD	15:47:48	4:59:21	20:33:16	7:12:09	18:07:20	18:57:15								
CERNY, BLAIR C.	* 10:28:34	4:46:23	5:09:00	13:16:49	3:28:16	2:39:05								
ECKERFIELD, Dillion	14:43:31	50:20:55	41:45:59	20:58:59	46:51:13	46:09:14							3	43
HARWOOD, NICHOLAS	8:52:50	12:08:28	17:02:07	32:38:36	14:55:59	19:34:36							4	14
JARVIS, RICHARD	15:27:18	13:08:35	11:48:58	17:43:16	17:42:14	20:08:16							3	21
JONES, ERIC	* 0:00:00	0:00:00	0:00:00	2:26:49	0:58:54	0:00:00								
KELSO JR, RONALD K	18:23:38	18:34:45	18:24:13	16:24:02	21:26:07	16:59:04							2	12
KUKOWSKI, Andy	8:41:08	29:17:18	19:38:51	10:43:16	14:27:45	35:09:03							6	38
LOWRIE, Andy	22:19:30	25:03:32	25:44:26	30:50:09	37:16:39	47:52:05							10	74
MCELVANY, ROBERT	15:57:19	16:56:24	11:49:41	15:02:12	15:14:52	14:52:41							2	21
MILLER, OSCAR	* 2:11:11	0:26:31	2:26:05	9:03:28	4:23:24									
NASH, CHRISTOPHER	5:48:17	8:01:05	12:25:46	18:40:35	14:35:51	11:49:00							1	9
Ortega, Yesenia	13:37:44	13:06:03	27:04:16	21:00:00	22:35:33	31:13:22							3	20
OWENS, LANE	* 1:19:54	0:00:00	0:01:20	0:00:00	1:17:38	0:00:00								
PAVLOCK, JAMES ADAM	7:53:53	12:46:08	21:56:20	18:00:52	19:42:42	22:02:06							4	63
RODRIGUEZ, CHRISTOPHER	* 3:33:25	1:10:27	2:30:35	3:18:59	9:12:09	2:37:41							0	
SALAZAR, Efrain														
SCHANMEIR, CHRISTIAN	13:46:24	13:54:19	22:55:54	19:04:49	24:31:16	0:00:00							0	0
SCHULTZ, RAYMOND	* 0:08:10	0:19:11	0:00:00	3:09:04	0:58:56	0:14:11								
SILLIMAN, ERIC	18:28:11	21:46:57	18:28:05	20:43:02	30:52:29	16:55:33							2	69
SPRINKLE, MICHAEL	2:24:25	3:42:07	7:30:26	10:26:51	8:13:27	12:57:33							1	8
TAYLOR, CRAIG	14:23:05	8:57:33	15:22:47	8:22:56	15:25:16	29:26:49							4	30
TORRES, PATRICK	17:51:27	15:18:21	12:19:55	18:43:20	15:41:19	10:59:51							2	4
VALDEZ, JUAN	12:53:25	15:40:46	23:53:53	17:10:21	27:45:20	24:50:03							4	9
VASQUEZ, MONICA	17:21:21	13:46:27	13:46:55	29:48:40	27:25:02	17:57:16							2	16
WHITE, TERRY	19:20:30	25:56:34	40:33:51	25:47:31	15:35:11	40:24:45							12	31
WILLIFORD, Adam	2:52:41	16:38:20	42:14:42	22:19:22	24:49:13	14:17:33							2	21
* = Admin												Total	79	537

Dispatch Committed Time	Totals	
911 Phone Calls	1964	1964
3700 Phone Calls	14625	14625
DP General Phone Calls*		

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

ORDINANCE NO. 22-581

**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, February 15, 2022, March 8, 2022, April 19, 2022, May 17, 2022 and June 21, 2022 an extension to the order; and

WHEREAS, the Mayor and City Council of the City of Bunker Hill Village, Texas will continue to follow the Governor's direction for the extension of this emergency; and

WHEREAS, the Mayor and City Council of the City of Bunker Hill Village, Texas finds it to be in the best interest of the health, safety, and welfare of its citizens to extend this declaration of disaster for an additional forty-five (45) days; and

WHEREAS, by this Declaration, the City Council declares all rules and regulations that may inhibit or prevent prompt response to this threat suspended for the duration of the incident; and

WHEREAS, pursuant to the authority granted to the Mayor under the Texas Disaster Act, the Mayor, with the consent of Council authorizes the use of all available resources of state government and political subdivisions to assist in the City's response to this situation; now, therefore,

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

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

Section 2. **Extension of Local State of Disaster.** That the local state of disaster and public health emergency previously declared for the City of Bunker Hill Village pursuant to §418.108 of the Texas Disaster Act is hereby extended for 45 days from the date of this ordinance or unless terminated or modified by earlier ordinance of the City.

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

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

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

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

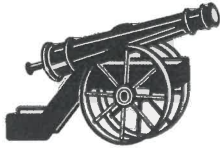
Section 7. This ordinance shall take effect immediately upon its approval.

PASSED, APPROVED AND ORDAINED on this 16th day of August 2022

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary



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

Agenda Date: August 16, 2022

Agenda Item No: IX

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A THREE-YEAR ENGAGEMENT LETTER WITH BELT HARRIS PECHACEK LLLP FOR AUDIT SERVICES FOR YEARS 2022, 2023, AND 2024 AND APPROVE SERVICES NOT TO EXCEED \$21,395.00 FOR FISCAL YEAR 2022 AUDIT SERVICES

Exhibits: Engagement Letter

Clearance: Susan Grass, Finance Director
Karen Glynn, City Administrator/Acting City Secretary

Executive Summary

Staff requested a new engagement letter from Belt Harris Pechacek, LLLP for the City’s Annual Audit. The Audit-Finance Committee reviewed the engagement letter from Belt Harris Pechacek, LLLP and recommends the award of the 2022 Annual Audit with the option to be awarded for two additional years.

In addition to auditing the City’s financial statements and expressing an opinion on the financials based on the audit, the firm will also prepare the Annual Financial Report for the 2022 fiscal year.

The fees for the audit are included below:

	2022	% Increase	2023	% Increase	2024	% Increase
Financial Statement Audit	\$ 21,395	7%	\$ 22,895	7%	\$ 24,500	7%

For comparison, the City paid \$19,995 for 2021 audit. The 2022 would also show a 7% increase. The City budgeted funds for the audit in fiscal year 2023.

Per State Law, the audit must be filed 180 days after the end of the fiscal year, June 30, 2023. Interim field work is tentatively scheduled for November and final year-end field work in 2023. This schedule achieves the goal to have a final draft annual financial report in April 2023 for review and to present and file with the City Council in May 2023.



Engagement Letter

April 18, 2022

The Honorable Robert P. Lord, Mayor
City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024-6231

We are pleased to confirm our understanding of the services we are to provide for the City of Bunker Hill Village (the "City") for the years ended December 31, 2022, 2023, and 2024.

Audit Services

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate fund, and the disclosures, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the years ended December 31, 2022, 2023, and 2024.

Accounting standards generally accepted in the United States of America (GAAS) provide for certain Required Supplementary Information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule(s)
3. Pension Schedule(s) as applicable
4. OPEB Schedule(s) as applicable

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

1. Combining Statement(s) and Schedule(s)

2. Budgetary Comparison Schedule(s)

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an avoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Audit Procedures-Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as

fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of the City in conformity with GAAP based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Nonaudit Services

In connection with the engagement, we will perform services unrelated to our attest function. The additional services we will provide include:

1. **Preparation of Documents**
We will assist in preparing the financial statements and related notes of the City in conformity with GAAP based on information provided by the City.
2. **Advisory Services**
We will provide routine advisory services through phone calls, conferences, or otherwise, in connection with incidental matters arising during the year. We encourage open lines of communication throughout the year as part of our services.
3. **Correspondence**
We will handle all normal correspondence from grantor, regulatory, or oversight agencies related to the audit.
4. **Professional Proofing**
To ensure documents issued in connection with the audit engagement are professional in appearance, we will submit both client-prepared information, as well as documents created entirely by the auditor, to an independent professional proofreader for a cover-to-cover inspection. This review will include consistent formatting, grammar, logic, and any other items that may detract from the document. This process is over and above technical reviews performed.
5. **Printing and Binding**
All final hard copy documents will be printed on a 1200 dpi or better resolution copier and bright white report paper. Reports will be bound with GBC-brand plastic combs with 30 mil oversized covers. We will manually inspect each page from one document and spot check remaining reports for printing errors. Our reports will be centered, properly aligned, and free of smudges and other detracting elements.
6. **Electronic Adobe Searchable PDF**
In addition to providing hard copy documents, we will also provide all final documents in electronic image files in Adobe PDF format, suitable for posting in electronic agenda packages, posting on websites, or transmitting by email to regulatory agencies.

7. Client Portal - Auditbox

We will provide the City access to our proprietary AuditBox online site to provide a central repository where both the City's personnel and audit team members can see documents being exchanged during the process to eliminate duplicate requests from audit team members. Both the City's documents, as well as final audit documents, will be hosted on the site providing an archive of information that new personnel may access in subsequent years, if information is needed regarding what was provided for a prior year audit or a copy of audit documents issued.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP.

Management is also responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information, on which we have been engaged to report, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statements preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

Fees for our services are based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, word processing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Items that likely will increase the fee estimate include:

1. Assistance with addressing matters that were designated as management responsibility, which include closing schedules and closing entries.
2. Submission of audit data within 60 days of a client requested completion date or filing deadline, requiring overtime hours to meet the deadline.
3. Changes to accounting pronouncements, professional standards, laws, and regulations not known to us as of the date of this letter that have a significant impact on time requirements.
4. Changes in the operations and significant matters that materially change the audit scope such as evaluation of the impact of joint ventures, debt issuance/refunding/advance extinguishment, forbearance agreements, notice of material events, enforcement actions, required corrective actions, self-insurance, environmental liabilities, going concern, and/or other postemployment benefits.
5. Significant increases in State or Federal funding requiring State and/or Federal Single Audits and/or increases to the number of grants classified as major programs by the Office of Management and Budget (OMB) or state requirements.
6. Follow up on allegations or discovery of a) noncompliance with laws, regulations, and policies; b) fraud, waste, and abuse; c) significant deficiencies in internal control; d) nepotism; and e) related party transactions.

As customary in the industry, the price quoted is an estimate. In accordance with rules of the State Board of Public Accountancy, we cannot be bound to provide the audit for the amount estimated. However, in practice, we honor our fee quotes unless adverse conditions such as those described above are encountered.

Fee Estimates

	<u>2022</u>	<u>2023</u>	<u>2024</u>
Financial Statement Audit	\$ 21,395	\$ 22,895	\$ 24,500

GASB Statement 87

Governmental Accounting Standards Board Statement 87, *Leases* ("GASB 87") takes effect this year. GASB 87 essentially requires that all leases that finance the right to use an underlying asset should be reported on the balance sheet for both the lessor and lessee. Unlike other accounting standards changes, GASB 87 will require management to evaluate the impact, plan for the impact, and make necessary changes in business processes. Implementation of GASB 87 will generally require centralized lease document management; in-depth review of lease documents; recording and tracking of multiple data points per lease, which may necessitate new software based on the volume of leases; and development of new controls, reconciliations, and policies and procedures. Management needs to begin making initial assessments immediately to determine the lead time and resources needed. Management needs to identify all leases as both the lessor (leasing to someone-landlord-receivable) and lessee (leasing from someone-tenant-payable) in which the term initially exceeded 12 months. Based on the aggregate value of leases and materiality, management should determine a cutoff for exclusion of insignificant leases. Management should establish the goal of being fully implemented at the earlier of interim audit procedures or 60 days prior to year end to provide for a sufficient buffer to safeguard against delay in issuing the financial statements. If management is not prepared by the regularly scheduled start date for the audit, the options will be to receive a modified audit opinion, for us to withdraw from the engagement, or to reschedule the engagement to the end of the government audit season, April 2023. The number of leases that an organization has will likely be grossly underestimated and the time requirement to assemble and evaluate documents understated. Accordingly, **it is imperative to begin the GASB 87 lease process early to avoid negative impact.**

Our fee estimate does not include any additional time to prepare required data and disclosures or to perform audit procedures as the number and types of leases varies significantly by organization. Time associated with GASB 87 will be tracked and billed separately. It is imperative that the GASB 87 work be fully completed prior to the interim audit, which typically occurs during the summer.

Non-Single Audit Engagement

A federal single audit is required by the OMB's Uniform Guidance when federal funds over \$750,000 are expended. Federal single audit fees vary based on the number of major programs as defined by OMB. The additional technical verbiage that is necessary when a federal single audit is required is not included within this engagement letter, nor does the proposed engagement fee include additional fees related to a federal single audit.

A state single audit is required when grant funds that originated from the State of Texas (this does not include federal monies passed through the State) over \$750,000 are expended. State single audit fees vary based on the number of major programs as defined by the *State of Texas Single Audit Circular*. The additional technical verbiage that is necessary when a state single audit is required is not included within this engagement letter, nor does the proposed engagement fee include additional fees related to a state single audit.

Should you exceed the federal and/or state single audit thresholds, a new engagement letter will be required.

Billing Protocol

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Generally, 40 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 60 percent after a draft of the financial statements is issued. Accordingly, the fee will be split 40/60 between budget years. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to those charged with governance of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of the audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis of matter or other matter paragraph to our auditors' report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from the engagement.

Foreign Terrorists Organizations

Pursuant to Chapter 2252, Texas Government Code, we represent and certify that, at the time of execution of this letter, neither we 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.

Vendor Representation Regarding Israel

Pursuant to Chapter 2271, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel during the term of the contract. The term 'boycott Israel' shall have the meaning ascribed to this term in

Section 808.001 of the Texas Government Code.

Required Non-Appropriation Clause

Notwithstanding anything contained in this engagement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for fees due under this engagement agreement, the City will immediately notify us in writing of such occurrence and this agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made.

Authorization of CPA's Disclosure

Any client certified public accountant involved with assisting us shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permission to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Belt Harris Pechacek, LLLP
Certified Public Accountants

Authorized by:



Robert Belt, CPA, CGMA
Managing Partner

RESPONSE:

This letter correctly sets forth the understanding of City of Bunker Hill Village.

The Honorable Robert P. Lord, Mayor

Date



CPAs • Tax • Audit & Accounting

Empowering Peace of Mind

Report on the Firm's System of Quality Control

To the Partners of Belt Harris Pechacek, LLLP
And the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP (the firm) in effect for the year ended June 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act;

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

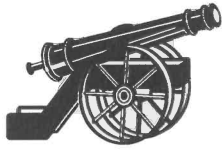
In our opinion, the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP in effect for the year ended June 30, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Belt Harris Pechacek, LLLP has received a peer review rating of *pass*.

BUMGARDNER, MORRISON & COMPANY, LLP
December 14, 2018

Bumgardner, Morrison & Company, LLP
Certified Public Accountants

Members: American Institute of Certified Public Accountants
Texas Society of Certified Public Accountants
AICPA Private Companies Practice Section
AICPA Employee Benefit Plan Audit Quality Center
AICPA Government Audit Quality Center

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Victoria, Texas 77903-3750
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Website: BMCcpa.com



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: August 16, 2022

Agenda Item No: X

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO RATIFY THE FOLLOWING AUTHORIZATIONS:**

- Purchase of the ATV for \$21,034.99
- Plaque for Memorial HS - \$2,500.00
- Clark Condon Landscaping Design Contract for Water Well No. 5
- \$8,000.00
- Clark Condon Landscaping Design Contract for Taylorcrest Court
- \$12,500.00

Exhibits: ATV Invoices
SBISD Invoice
Contracts with Clark Condon

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

Budget: *As Noted Below*

Executive Summary

There have been several recent issues which have required immediate action since the last City Council Meeting. Staff has worked with the Mayor for authorization and have shared these situations with the Council through the weekly update.

This item is to present four items for Council consideration and to ratify the authorization to proceed with purchases and plans:

- **Purchase of the ATV – \$21,034.99**

This vehicle was approved as part of the 2022 budget but was originally approved at \$17,610. The vehicle was ordered but never received due to supply chain issues. In addition, the vendor could not provide a possible delivery date. Staff began searching for an alternative vehicle and found a similar vehicle for \$18,790.00. A roof was added for \$745.00 and a utility vehicle safety light for \$499.99. A windshield has also been requested at an estimated amount of \$1,000.00 (the windshield has not been ordered yet) bringing the total spent on the vehicle to \$21,034.99.

This vehicle is funded through the Utility Capital Fund 07-9700

- **Memorial High School Commemorative Plaque - \$2500.00**

As part of the Memorial High School rebuild, a “running mustang” sculpture is being installed in one of the courtyard areas by the new construction. To pay for the cost of the sculpture, landscaping, lighting, and seat wall, the MHS PTA held a fundraiser last year selling plaques to families to be installed around the seat wall. At the time, Hedwig Village reached out and purchased a plaque with the names of their mayor and city councilmembers. The other Village Mayors were approached by the PTA to participate as well. The City agreed to participate by purchasing a plaque for Bunker Hill for the plaza area along with the other cities. The Cost was \$2,500.00.

The expenditure was coded to Community Relations – General Fund since there was no July 4th contribution made in 2022

- **Clark Condon Landscaping Design Contract for Water Well No. 5 - \$8,000.00**

- **Clark Condon Landscaping Design Contract for Taylorcrest Court - \$12,500.00**

The Bunker Hill Elementary School Reconstruction along with the City’s Water Well Project is nearing completion. During the last quarter of the year, the final details will be completed which includes the installation of landscaping at the water well site and along Taylorcrest Court. In discussion with SBISD, it was recommended that the City contract with SBISD’s Landscape Architect, Clark Condon to develop and design the landscaping plan for the well and Taylorcrest Court to coordinate with the school plantings. The City approved the attached contracts with Clark Condon to begin this process.

*Funding for the water well is available in the Utility Fund CIP for the project
Funding for Taylorcrest Court is discussed in Item XI.*

Staff requests City Council ratify these purchases and contracts.



PEARLAND 14625 Almeda School Rd., Houston, TX 77047 713.413.2200
JERSEY VILLAGE 18340 Northwest Freeway, Houston, TX 77065, 281.477.8646
CONROE 4209 North Frazier, Conroe, TX 77303, 936.890.6790
BRYAN 3911 Elanie Drive, Bryan, TX 77808, 979.314.9222

www.bobcatofhouston.com

SALES AGREEMENT

Order Date: 06/24/22

Subject to the terms and conditions of this Order and the Terms contained on the reverse side, the following customer ("Customer") purchases/rents from Bobcat of Houston ("BOH") the following described Equipment to be delivered on or about the F.O.B. Shipped From Houston Branch

INVOICE TO: City of Bunker Hill SHIP TO/JOB LOCATION: 11977 Memorial Drive
Street Address 11977 Memorial Drive Houston, TX 77024
P.O. Box Job Site Phone Attn: Steve Smith : 281-299-9382
City and State Houston, TX 77024 VIA OT
Customer Ph. # 713-467-9762 Purchase Order # 3722

FINANCE PAYMENT Collect Prepaid

Table with columns: EQUIP. NO, QTY, MFG, MODEL, HR. METER, DESCRIPTION, SERIAL NO., PRICE. Row 1: 1291172, 1, Bobcat, UV34XL, New, Bobcat 2022 UV34-XL Gas, B53722177, \$18,790.00

ADDITIONAL ATTACHMENTS:

SUBTOTAL ATTACHMENTS:

Table with columns: EQUIP. NO, QTY, MFG, MODEL, DESCRIPTION, SERIAL NO., PRICE

Table with columns: PRICE, DEPOSIT, ALLOWANCE, NET DIFFERENCE, RENTAL PROTECTION PLUS, SALES TAX, TERP TAX, HEIT TAX, FREIGHT / BCH DELIVERY, PAYOFF, UCC-1 / DOCUMENTATION FEE, TOTAL \$18,790.00

COMMENTS:

TRADE IN / DESCRIPTION:

Table with sections: RENT / PURCHASE, FINANCE, WARRANTY, AMOUNT OF DOWN PAYMENT. Includes fields for RENTAL TO START, SOURCE OF FINANCING, TERM, INT RATE, PAYMENT FREQUENCY, PAYMENTS TO START, and warranty options.

This Purchase Agreement and Bill of Sale, together with the "Terms and Conditions of Sale" on the Reverse Side or Page 2 hereof (together, the "Agreement") is executed and delivered effective as of the "Effective Date" set forth below by the above named Buyer and Seller.

Buyer assumes all risks associated with the ownership, possession, use, maintenance, repair, modification, transportation and/or storage of the Purchased Item(s). EXCEPT ONLY AS EXPRESSLY SET FORTH HEREIN AND/OR REQUIRED UNDER APPLICABLE LAW, ALL PURCHASED ITEMS ARE CONVEYED "AS-IS" AND "WITH ALL FAULTS."

The Parties will cooperate to lawfully minimize the taxes attributable to this transaction. Should any legal action be commenced seeking to interpret or enforce this Agreement, the prevailing Party will be entitled to recover its costs and expenses associated therewith.

This is a legally binding Agreement. Important Terms and Conditions appear on the Reverse Side or Page 2 hereof (and on any Instructions and/or Exhibit(s) referenced herein or included herewith, all of which are incorporated herein).

Accepted on the terms set forth in this Agreement:

Buyer's Signature:

Effective Date:

Print Name / Title:

TERMS AND CONDITIONS OF SALE

In addition to the capitalized terms defined elsewhere herein, "Agreement" means the foregoing Bill of Sale ("Page 1") and these Terms and Conditions of Sale, taken together; "Item(s) or "Purchased Item(s)" has the meaning set forth on Page 1, "Buyer" means the party identified as the "Buyer" on Page 1 (also referred to herein as "you" and "your"); and "Seller" means Berry Companies, Inc., a Kansas corporation (also referred to herein as "Seller," "BOH," "we," "us" and "our"). BOH and Buyer are sometimes referred to together herein as the "Parties" (each, a "Party"). In consideration of the promises and undertakings of the Parties set forth herein, and for other good and valuable consideration, the Parties acknowledge and agree as follows, each intending to be legally bound by their respective signatures appearing on Page 1:

- Buyer agrees to purchase from BOH, and BOH agrees to sell to Buyer, the "Purchased Item(s)" identified on Page 1, subject to the terms of this Agreement. Buyer has selected each such Item based on Buyer's determination that it is appropriate for Buyer's intended use, application and environment, and not based on any recommendation by BOH.
- Buyer agrees to deliver to BOH the "Total Purchase Price" set forth on Page 1, along with any additional amounts owing for subsequently ordered additions or modifications (less any previously delivered deposit(s), but otherwise without reduction, setoff or counterclaim), upon or prior to Buyer's receipt of the Purchased Item(s); provided that BOH will retain a first priority purchase money lien and security interest on all Purchased Item(s) until BOH's receipt of payment of the Total Purchase Price in full.
- Provided that Buyer fully and timely performs its obligations under this Agreement, BOH will apply any "Purchase Price" deposits received from Buyer to the Purchase Price for the Purchased Item(s). Deposits, if any: (a) will not bear interest; (b) will not be segregated or deposited into a separate account; (c) will not be deemed a limit of any Buyer's liability to BOH; and (d) except only as provided in Section 4 hereof, are non-refundable.
- Buyer hereby confirms that, within 24 hours after its/their receipt of the Purchased Item(s) (the "Inspection Period"), Buyer shall: (a) carefully inspect and examine each Purchased Item, and (b) notify BOH of any and all shortage(s), defect(s) and/or other nonconformity(ies) in writing (a "Defect Notice"), whereafter, BOH will have a reasonable time (not less than 30 days after receipt of any Defect Notice) to investigate the claim(s) made in the Defect Notice, and provided the claimed defect(s) is/are not the direct or indirect result, in whole or in part, of Buyer's: (i) breach of this Agreement by, or (ii) willful or negligent act or omission, BOH will, in its sole discretion: (A) replace the Purchased Item(s); (B) make any necessary adjustments, repairs and/or modifications thereto; or (C) retrieve such Purchased Item(s), cancel this Agreement with respect to such Item(s) and refund the Purchase Price therefor, without being guilty of breach. The foregoing remedy is EXCLUSIVE. Buyer waives all other rights, claims, damages and remedies arising in connection with the foregoing, including without limitation, all direct, indirect, incidental, consequential special, exemplary and punitive damages as provided in Sections 8 and 9. If a Defect Notice is not timely received by BOH, Buyer will be deemed to have fully, finally and irrevocably accepted all Purchased Items, and such Item(s) will be deemed a "conforming delivery" as provided in Article 2 of the Uniform Commercial Code ("UCC").
- Buyer acknowledges that he/she/it is familiar with each Purchased Item and its proper use, and that Buyer has received, carefully reviewed, and is satisfied with, all available training, instructions, operating and user manuals, warnings and other information (including any and all familiarization and training recommended or required under applicable EPA, OSHA, ANSI, NFPA, IFC, ASME, ASSE, AND IEEE Standards) regarding the proper and safe transportation, use, maintenance, repair and storage of such Item(s) ("Instructions") provided by each such Item's original manufacturer ("OEM") and/or Seller. Buyer acknowledges that each Purchased Item is to be used only for its intended purpose(s) (the purpose(s) for which it was designed and manufactured), in a reasonable and safe manner, and in full compliance with all applicable federal, state and local laws, rules and regulations. WARNING: USE, TRANSPORT, STORE, MAINTAIN AND REPAIR ALL PURCHASED ITEMS ONLY AS PROVIDED ABOVE AND IN THE INSTRUCTIONS. ANY USE, TRANSPORTATION, STORAGE, MAINTENANCE AND/OR REPAIR FOR ANY PURPOSE OR IN ANY MANNER OTHER THAN AS SPECIFIED ABOVE AND IN SUCH INSTRUCTIONS, OR CONTINUED USE OF ANY PURCHASED ITEM THAT IS MALFUNCTIONING, DEFECTIVE OR DAMAGED, MAY RESULT IN PERSONAL INJURY(IES), INCLUDING DEATH, AND/OR PROPERTY DAMAGE.
- BOH IS NEITHER THE MANUFACTURER NOR THE DESIGNER OF ANY PURCHASED ITEM(S). ACCORDINGLY: (A) NO REPRESENTATION, PROMISE, GUARANTEE OR WARRANTY OF OR BY ANY MANUFACTURER, DESIGNER OR OTHER PARTY SHALL BE BINDING UPON BOH; AND (B) AS AGAINST BOH, BUYER HEREBY WAIVES ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH DEFECTS (INCLUDING WITHOUT LIMITATION, WARNING, DESIGN AND MANUFACTURING DEFECTS, LATENT OR PATENT) IN OR WITH RESPECT TO EACH PURCHASED ITEM.
- WARRANTIES AND WARRANTY WAIVER: Subject to the terms hereof, BOH agrees to: (a) make available to Buyer, to the extent permitted by the manufacturer(s) and applicable law, any and all applicable manufacturers' warranties; and (b) reasonably assist Buyer in submitting claims thereon at Buyer's sole cost and expense. EXCEPT ONLY AS EXPRESSLY SET FORTH ABOVE AND/OR REQUIRED BY APPLICABLE LAW, THE PURCHASED ITEM(S) IS/ARE PROVIDED "AS-IS" AND "WITH ALL FAULTS." BOH MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY WARRANTY(IES) OF SUITABILITY, MERCHANTABILITY, UTILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS, FREEDOM FROM INTERFERENCE WITH INTELLECTUAL PROPERTY RIGHTS, GOOD AND WORKMANLIKE PERFORMANCE AND ALL WARRANTIES ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) WITH RESPECT TO ANY PURCHASED ITEM(S) OR RELATED SERVICE(S), ALL OF WHICH BUYER HEREBY WAIVES AND RELINQUISHES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.
- Except only as provided in Section 4, to the maximum extent permitted under applicable law, Buyer hereby waives any and all rights, claims and damages (including

without limitation, those arising under the common law, the UCC, any other statute and/or otherwise) arising in connection with any use, failure of, or claimed defect(s) in or with respect to, any of the Purchased Item(s), including without limitation, rights of return or rescission, lost time, lost profits, cost of cover, storage and/or shipping, personal injuries, property damage, incidental, consequential, general, special, exemplary and punitive damages (collectively, "Claims and Damages").

9. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BUYER HEREBY: (A) ASSUMES ALL RISK OF PERSONAL AND BODILY INJURY, LOSS AND/OR PROPERTY DAMAGE ARISING IN CONNECTION WITH THE PURCHASED ITEM(S), INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, AND/OR THE SELECTION, MANUFACTURE, STORAGE, USE, DEMONSTRATION, OPERATION, LOADING, UNLOADING, SERVICING, MAINTENANCE, REPAIR AND/OR RETURN OF ANY ONE OR MORE OF THE PURCHASED ITEMS (COLLECTIVELY, "RISKS"); (B) RELEASES AND DISCHARGES, AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BERRY COMPANIES, INC. AND ALL OTHER SELLER PARTIES, FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH SUCH RISKS (OR ANY OF THEM) OR OTHERWISE IN CONNECTION WITH ANY ONE OR MORE OF THE PURCHASED ITEM(S), EVEN IF ARISING FROM OR IN CONNECTION WITH BOH'S NEGLIGENCE OR CLAIMED NEGLIGENCE.

10. Buyer acknowledges that Buyer is receiving a substantial benefit (a reduced Purchase Price), as a material portion of the consideration received by Buyer in exchange for the decreased risk to BOH resulting from the inclusion of the preceding waiver and indemnity, and other risk-shifting provisions, without which, a higher Purchase Price would be charged.

11. If Buyer or any guarantor(s) of Buyer's obligations hereunder shall: (a) fail to fully and timely honor, pay or perform any one or more of its/their obligations under this Agreement; (b) provide incorrect or misleading information to BOH; (c) become insolvent; or (d) die or cease conducting business; Buyer will be in default, whereupon BOH may, with or without legal process or notice, and without liability to Buyer or any guarantor: (i) terminate this Agreement; (ii) withhold and/or retrieve any Purchased Item(s); (iii) retain any and all prepayment(s) and deposits received from or on behalf of Buyer; (iv) recover BOH's associated direct and indirect damages, costs and expenses (including without limitation, the Total Purchase Price and reasonable attorneys' fees) from Buyer and any guarantor(s), as joint and several obligors; and/or (v) pursue any other rights and/or remedies available hereunder, at law or in equity.

12. These Terms and Conditions of Sale shall be deemed to add to (and shall not limit or impair) the "Bill of Sale" on Page 1. All of BOH's rights and remedies shall be deemed cumulative. All shipments by BOH will be deemed F.O.B. shipping point (*Incoterms 2010*), unless otherwise specifically agreed in writing by BOH. Buyer shall fully and timely pay any and all taxes (including without limitation, federal, state, county, municipal and local sales, use, value added, transfer, and other taxes), fees, duties, and assessments arising in connection with the Purchased Item(s) and/or the transactions referenced herein. Buyer shall not assign this Agreement or any of its obligations arising hereunder without BOH's express written consent. The provisions of this Agreement shall be limited only to the extent required by law, and shall be deemed severable. If any such provision is deemed invalid or unenforceable by any court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if such modification proves impossible, deleted, and the remaining provisions hereof shall continue in effect. This Agreement, together with the applicable Instructions, all of which are incorporated herein, sets forth the full and final agreement of the Parties. Except only as expressly provided above, this Agreement may be modified only by the Parties' separate, written and mutually executed agreement. No pictures, samples, models, drawings, specifications, descriptions or advertisements constitute representations or warranties by BOH. BOH may, at its sole option, file of record a copy of this Agreement and/or one or more UCC-1 financing statements reflecting its security interest (if any) in the Purchased Item(s). Buyer will pay all costs and expenses incurred by BOH (including reasonable attorneys' fees) in recording and/or enforcing this Agreement. All amounts due hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum, or (b) the highest rate permitted under applicable law until paid. No legal action shall be maintained by Buyer against BOH unless: (a) written notice of the Buyer's claim is delivered to BOH within 30 days after the event complained of first becomes known to Buyer; and (b) such action is commenced within one year after Buyer's cause of action accrues. Anything to the contrary contained herein notwithstanding, BOH's maximum liability to Buyer arising hereunder or in connection herewith shall be limited to the amounts actually paid by Buyer to BOH in exchange for the Purchased Item(s). Buyer authorizes BOH to investigate Buyer's credit history, and to charge all amounts due and coming hereunder to any credit card provided by Buyer. Buyer agrees to pay BOH the maximum lawful charge for: (a) any such credit card or charge that is declined; (b) any check provided by any Buyer which is returned unpaid; and (c) any payment delivered after the due date thereof. Buyer agrees to take such actions, and to execute and deliver all such documents, instruments and agreements (including credit applications and authorizations) as may be necessary to give full effect to

The Parties have carefully read, fully understand and hereby agree to the terms of the foregoing Bill of Sale and the Terms and Conditions set forth above (the "Agreement"), and acknowledge that this Agreement represents the valid, enforceable and legally binding obligation and agreement of each of such Parties. Each Party further acknowledges having offered a complete copy of these Terms and Conditions printed in at least 10-point font.



Product Quotation

Quotation Number: 35709D035813

Date: 2022-06-29

Ship to	Bobcat Dealer	Bill To
City of Bunker Hill 11977 Memorial Drive Houston, TX 77024 Phone: (281) 299-9382 Email: ssmith@bunkerhilltx.gov	Bobcat of Houston, Houston, TX 18340 NORTHWEST FWY HOUSTON TX 77065 Phone: (281) 477-8646 Fax: (281) 477-8734 ----- Contact: Ike Agundez Phone: 832-237-6108 Cellular: 832-237-6108 E Mail: oagundez@bobcatofhouston.com	City of Bunker Hill 11977 Memorial Drive Houston, TX 77024 Phone: (281) 299-9382

Description	Part No	Qty	Price Ea.	Total
UV34XL Gas	M1507	1	\$18,790.00	\$18,790.00
Engine Liquid Cooled Engine 40 HP Gas EFI Engine Pressurized Oiling System with Spin On Filter Engine Protection Oil Pressure & Water Temp High Capacity Air Filter 49 State Emission Compliant Drive System CVT (Continuous Variable Transmission) Sealed CVT Cover w/remote intake & exhaust Four Wheel Drive 3 Drive Modes Forward Travel, Two Range (H/L) Integrated In Transmission Park (P) Brakes 4 Wheel, Hydraulic Disc with Dual Bore Front Calipers CV Guard, Front Shaft Drive with CV Joints Suspension & Steering Front Independent, Dual A Arm Rear Independent, Dual A Arm Adjustable Front and Rear Coil Over Shocks Rack & Pinion w/ Electric Power Steering Assist Tilt Steering Column	Operator Compartment Beverage Holder (4) 60/40 Split Bench Seats (6 Occupants) Under Seat, Upper & Lower Dash Storage Sealed Glove Box Storage 6 Seat Belts with 3 Point Restraint, retractable Tires All Terrain Industrial (8 ply) Front/Rear, 26x10 12 Wheels Front/Rear, 12x6 Orange Steel Rim Electrical Headlights, High & Low Beams 4-35 Watts LED Tail & Brake Lights 6 Outlet Accessory Pwr Bar 75 Amp/900W Stator 575 CCA Battery Instrumentation Panel Indicator Lights: Glow Plug (Diesel Only), Seat Belt Reminder, High Beam On, Engine Oil Pressure (Diesel only), Engine Temp High, Service Power Steering and Service Engine. LCD Display: Speedo, Engine Temp, Engine RPM, Volt, Trip and Hour Meter, Tachometer, Fuel Level, Clock, Drive Mode, Odometer, Service Reminder and Gear Position. Cargo Box and Frame Composite Cargo Box w/ Cylinder Lift Assist Quick Latch Tailgate w/ Single Latch Integrated Box Accessory System Rear Receiver Hitch 2 in. Full Chassis Skid Plates ROPS (Roller Over Protective Structure) Warranty 1 year/1000 hours			

Quote Total - US dollars

\$18,790.00

Notes: In stock.

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



PEARLAND 14525 Alameda School Rd., Houston, TX 77047 713-413-2200 • 713-413-2200
 JERSEY VILLAGE 18340 Northwest Freeway, Houston, TX 77065, 281-477-8646
 CONROE 4209 North Frazier, Conroe, TX 77303, 936-890-6790
 BRYAN 3911 Elaine Drive, Bryan, TX 77808, 979-314-9222

Quotation

QUOTE #	17010979
LOCATION	17
DATE	07/19/22
PAGE	1 of 1

18340 Northwest Freeway, HOUSTON TX 77065

www.bobcatofhouston.com

BILL TO

270770
 CITY OF BUNKER HILL
 11977 MEMORIAL DR
 HOUSTON, TX 77024-6231

SHIP TO

CITY OF BUNKER HILL
 Customer Pick-Up,

QUOTE DATE 07/19/22	EXPIRE DATE 08/18/22	REQUIRED DATE	REFERENCE NUMBER	FREIGHT TERMS Allow
WRITTEN BY Taylor Hassell		JOB NUMBER	CONTACT STEVE SMITH	SHIP VIA Customer Pickup
PAYMENT TERMS Cash, Check, or Bank Card		SALES REP Gary Fingleman		F.O.B

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
7360118 KIT SPORT ROOF XL	1	745.00	EA	745.00

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
745.00	0.00	0.00	0.00	0.00	745.00
TEXAS -	0.00				
PEARLAND -	0.00				
PEARLAND LOWER KIRBY MANOR					

Accepted: _____
 By: _____
 Date: _____

Returns for credit of parts and supplies must be returned with invoice copy within 15 days of purchase, must be in new and salable condition and will be subject to a restocking charge. Special order, special use, and non-stocking items may be deemed non-returnable. Electrical components are not returnable if package is opened. Unless earlier accepted or withdrawn, this quote expires on the expire date.



Final Details for Order #111-1010562-5499458

Order Placed: July 26, 2022
PO number : 2022 ATV
Amazon.com order number: 111-1010562-5499458
Order Total: \$499.99

Shipped on July 27, 2022	
Items Ordered	Price
1 Of: Xprite 48" Amber Emergency Strobe Bar Lights Black Hawk Hevy-duty Rooftop Security Flashing Hazard Warning Lightbar for Tow Trucks Construction Vehicl	\$499.99
Sold by: Xprite USA (seller profile) Product question? (Ask Seller)	
Condition: New	
Shipping Address: Bunker Hill Village 11977 MEMORIAL DR HOUSTON, TX 77024-6231 United States	Item(s) Subtotal: \$499.99 Shipping & Handling: \$0.00 ----- Total before tax: \$499.99 Sales Tax: \$0.00 -----
Shipping Speed: FREE Prime Delivery	Total for This Shipment: \$499.99 -----

Payment information	
Payment Method: Visa Last digits: 6011	Item(s) Subtotal: \$499.99 Shipping & Handling: \$0.00 -----
Billing address Bunker Hill Village 11977 MEMORIAL DR HOUSTON, TX 77024-6231 United States	Total before tax: \$499.99 Estimated Tax: \$0.00 ----- Grand Total: \$499.99
Credit Card transactions	Visa ending in 6011: July 27, 2022: \$499.99

To view the status of your order, return to [Order Summary](#) .

CLARK CONDON

June 1, 2022
June 22, 2022, Revision 1

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

10401 STELLA LINK ROAD
HOUSTON, TEXAS 77025

phone 713.871.1414 fax 713.871.0888

CLARKCONDON.COM

Re: **Bunker Hill Village Well Site**

Dear Karen,

We are pleased to provide this proposal for Landscape Architectural design associated with the proposed Bunker Hill Village Well Site located in Houston, Texas. For the purposes of this proposal, you will be referred to as the Client and Clark Condon Associates, Inc. as the Landscape Architect.

SCOPE OF WORK – The Bunker Hill Village Well Site is located on the southeast corner of Bunker Hill Elementary School. The proposed landscape improvements will focus on the screening of the proposed well site and wall enclosure. Ornamental plantings will also be included at the entry to the site.

The Landscape Architect shall be responsible for providing landscape architectural design and documentation services for the project. This shall be accomplished by working closely with the Client and Design Team. The proposed project budget is \$100,000. Scope of work includes design and documentation for the following:

1. Planting design around the well enclosure
2. Irrigation design independent of the overall school system
3. Tree protection and preservation
4. Coordinate with Design Team including civil engineer for grading and drainage

PRELIMINARY DESIGN - The Landscape Architect and Design Team shall prepare Preliminary Design drawings for the project. Drawings shall indicate general concepts, spatial relationships, scale and form, and respond to site conditions, the program, and budget. Services to be provided in this phase include:

1. Visit the site to become familiar with the existing features of the site and the surrounding area.
2. Coordinate with Design Team to develop Preliminary Design concepts.
3. Present concepts to Client Team for review and discussion.
4. Incorporate any comments and/or modifications into one united concept.
5. Provide input to and assist other consultants as needed.
6. Attend (2) meetings with Client and/or authorized representatives to review design concepts.
7. Prepare a budgetary construction cost estimate based upon the Preliminary Design.
8. The deliverable will be a black and white exhibit indicating planting locations, species, and sizes.

CONSTRUCTION DOCUMENTS – The Construction Documents phase shall be initiated after the Client's approval of the Preliminary Design drawings. The Landscape Architect shall prepare Construction Documents and technical specifications for bidding and installation of all landscape architectural elements approved in Preliminary Design. Services to be provided in this phase include:

1. Provide site plans at 1" = 20'-0" scale indicating all landscape architectural aspects approved in Preliminary Design.
2. Provide details for all improvements as required for proper construction, installation, or finishing of all landscape components.
3. Prepare planting plans including all tree, shrub, vine, and groundcover selections for all locations.
4. Prepare irrigation plans including specifications, identification, location and sizing of the irrigation system and its component parts.
5. Coordinate with civil engineer on grading and drainage.

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6. Provide tree protection and removal plans, details, and mitigation calculations.
7. Prepare final construction cost estimate to include unit costs at current construction dollars.
8. Attend Client meetings (2 maximum).
9. Conduct project QA/QC review with Design Team.
10. Issue signed and sealed plans for inclusion in the pricing/bidding documents and assist as necessary to prepare the Project's building permit.
11. Prepare final Construction Documents in reproducible format and digital format, AutoCAD.

CONSTRUCTION PHASE SERVICES – The Landscape Architect shall provide Construction Phase Services for the project. Services to be provided in this phase include:

1. Perform periodic site visits (approximately 3 visits). The Landscape Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Client, to become generally familiar with the progress of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicated that the Work, when fully completed, shall be in accordance with the contract documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Landscape Architect shall not have control over, charge, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.
2. Prepare elementary and supplementary sketches required to resolve field conditions related to design.
3. Review and take appropriate action on submittals, RFIs, and shop drawings submitted by Contractors for conformance with the design concept.
4. Tag and inspect plant materials, pre-delivery and on site, to assure conformance with plans and specifications as necessary.
5. Coordinate and conduct a substantial completion walkthrough at the conclusion of the construction and provide a punch list to Contractor to complete the project.
6. Review and approve applications for payment submitted by Contractor.
7. Review change orders for approval by the Client.

FEE - The total fee for this project is a lump sum based upon the estimated time and scope for professional services as outlined below, plus reimbursable expenses.

Basic Services

Preliminary Design	\$3,000.00
Construction Documents	\$3,500.00
Construction Phase Services	<u>\$1,500.00</u>
GRAND TOTAL	<u>\$8,000.00</u>

REIMBURSABLE EXPENSES - The Client shall pay the Landscape Architect for the cost of out-of-town travel expenses, messengers, mileage, printing, services of professional consultants which cannot be quantified at the time of contracting, and other directly related costs. All expenses shall be billed at cost plus 15%.

ADDITIONAL SERVICES – We consider additional services to include changes made after a phase of work has been accepted and we have been authorized by the Client to proceed to the next phase or because of Client changes to previous Project budget parameters or Project requirements. An additional services lump sum proposal shall be submitted to the Client or Owner for approval prior to the start of any out-of-scope work.

HOURLY RATES

Partner	\$350.00/hour
Principal	\$225.00/hour
Senior Associate	\$175.00/hour
Associate	\$125.00/hour

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Project Staff	\$100.00/hour
Administrative	\$90.00/hour

Hourly rates shall be reviewed annually and may be increased in accordance with annual salary and cost-of-living reviews.

EXCLUSIONS TO THE CONTRACT

1. Topographic and boundary surveys
2. Existing site engineering and utility base information
3. Soil engineering, geotechnical consultant services or related testing
4. Structural engineering
5. Mechanical, electrical and plumbing services
6. Fountain Design and/or Consultant
7. Lighting and electrical
8. Archeological Investigation
9. Environmental Investigation
10. LEED Documentation
11. Graphics
12. Record Drawings
13. SWPPP

BILLING - Billing shall be monthly based on the portion of the total estimated fee. Invoices shall be due upon receipt. Clark Condon Associates, Inc. reserves the right to charge the amount of interest allowable under the current laws of the State of Texas on any invoices not paid within thirty (30) days.

STANDARD OF CARE – The Landscape Architectural Services shall be performed with care and diligence as is consistent with the professional skill and care applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

OWNERSHIP OF DOCUMENTS – The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

INDEMNIFICATION – Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, but only to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

ASSIGNMENT – Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of the proceeds.

GOVERNING LAW – This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

JURISDICTION – The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Board may be reached at the following address:

Texas Board of Architectural Examiners
P.O. Box 12337, Austin, TX 78711-2337
Phone (512) 305-9000, Fax (512) 305-8900

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TERMINATION - If the Client should decide to terminate this Agreement, they shall give Clark Condon Associates, Inc. seven (7) days written notice and shall pay for all services rendered to the date of termination. Clark Condon Associates, Inc. reserves the right to terminate this contract upon fifteen (15) days' notice if any amount billed to Client is sixty days past due.

WAIVER OF SUBROGATION – To the extent damages are covered by property insurance, the Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement.

DISPUTE RESOLUTION - In the event of any Dispute arising out of or relating to this Agreement or the Services, the Parties shall first use their best efforts to settle the Dispute. To this effect, any Party shall send (via electronic mail, facsimile and overnight delivery) a written notice to the other Party that such Dispute exists, which shall include a brief recitation of the nature of the Dispute. Within seven (7) days of the date of such a notice, the senior executives of each Party or their respective parent companies shall consult and negotiate with each other, and attempt to reach a solution satisfactory to the Parties. All negotiations pursuant to this section shall be confidential, privileged, and inadmissible in any arbitration or legal proceeding, and shall be treated as compromise and settlement negotiations for all purposes.

If the Dispute is not resolved by negotiation within a period of thirty (30) days of the transmission of the written notice from one Party to the other of the existence of such a Dispute, then both parties agree to mediation with a mutually agreeable mediator, mediation failing, the Dispute shall be finally resolved by litigation in the State District Court of Harris County, Texas.

WAIVER OF CONSEQUENTIAL DAMAGES – The Landscape Architect and Client waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

LIMITATION OF LIABILITY – In recognition of the relative risks and benefits of the project to both the Client and the Landscape Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Landscape Architect, and its subconsultants, to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever and claim expenses from any cause or causes, so that the total aggregate liability of the Landscape Architect, and its subconsultants, to all those named shall not exceed the Landscape Architect's total fee for services rendered on this project. Such claims and clauses include, but are not limited to, negligence (including gross negligence), professional errors or omissions, strict liability and breach of warranty.

If this Agreement meets with your approval, please sign in the appropriate place below and return one copy to us. We appreciate the opportunity to submit this proposal to you and look forward to working with you.

Sincerely,

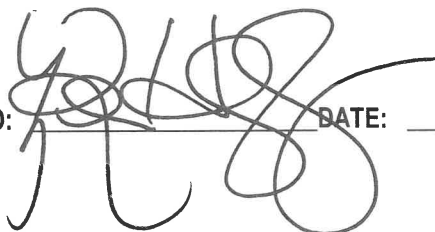


Mary Keilers, PLA, ASLA, LEED AP
Innovation and Research Principal



Ryan Steib, ASLA, LEED AP
Senior Associate

APPROVED:



DATE:

7/14/2022

CLARK CONDON

July 29, 2022

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

10401 STELLA LINK ROAD
HOUSTON, TEXAS 77025

phone 713.871.1414 *fax* 713.871.0888

CLARKCONDON.COM

Re: **Bunker Hill Village Screening**

Dear Karen,

We are pleased to provide this proposal for Landscape Architectural design associated with the proposed Bunker Hill Village landscape improvement project along Taylorcrest Ct located in Houston, Texas. For the purposes of this proposal, you will be referred to as the Client and Clark Condon Associates, Inc. as the Landscape Architect.

SCOPE OF WORK – The Bunker Hill Village landscape improvement project is located south of Bunker Hill Elementary School. The proposed landscape improvements will focus on new plantings to screen the elementary school.

The Landscape Architect shall be responsible for providing landscape architectural design and documentation services for the project. This shall be accomplished by working closely with the Client and Design Team. Scope of work includes design and documentation for the following:

1. Planting & Irrigation design
2. Assessment of Existing Tree Health

PRELIMINARY DESIGN - The Landscape Architect and Design Team shall prepare Preliminary Design drawings for the project. Drawings shall indicate general concepts, spatial relationships, scale and form, and respond to site conditions, the program, and budget. Services to be provided in this phase include:

1. Visit the site to become familiar with the existing features of the site and the surrounding area.
2. Complete Tree Assessment
3. Coordinate with Design Team to develop Preliminary Design concepts.
4. Present concepts to Client Team for review and discussion.
5. Incorporate any comments and/or modifications into one united concept.
6. Provide input to and assist other consultants as needed.
7. Attend (2) meetings with Client and/or authorized representatives to review design concepts.
8. Prepare a budgetary construction cost estimate based upon the Preliminary Design.
9. The deliverable will be a black and white exhibit indicating planting locations, species, and sizes. Renderings of the proposed planting.

CONSTRUCTION DOCUMENTS – The Construction Documents phase shall be initiated after the Client's approval of the Preliminary Design drawings. The Landscape Architect shall prepare Construction Documents and technical specifications for bidding and installation of all landscape architectural elements approved in Preliminary Design. Services to be provided in this phase include:

1. Provide site plans at 1" = 20'-0" scale indicating all landscape architectural aspects approved in Preliminary Design.
2. Provide details for all improvements as required for proper construction, installation, or finishing of all landscape components.
3. Prepare planting plans including all tree, shrub, vine, and groundcover selections for all locations.
4. Prepare irrigation plans including specifications, identification, location and sizing of the irrigation system and its component parts.
5. Provide tree protection and removal plans, details, and mitigation calculations.
6. Prepare final construction cost estimate to include unit costs at current construction dollars.

landscape architecture

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7. Attend Client meetings (2 maximum).
8. Conduct project QA/QC review with Design Team.
9. Issue signed and sealed plans for inclusion in the pricing/bidding documents and assist as necessary to prepare the Project's building permit.
10. Prepare final Construction Documents in reproducible format and digital format, AutoCAD.

CONSTRUCTION PHASE SERVICES – The Landscape Architect shall provide Construction Phase Services for the project. Services to be provided in this phase include:

1. Perform periodic site visits (approximately 3 visits). The Landscape Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Client, to become generally familiar with the progress of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicated that the Work, when fully completed, shall be in accordance with the contract documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Landscape Architect shall not have control over, charge, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.
2. Prepare elementary and supplementary sketches required to resolve field conditions related to design.
3. Review and take appropriate action on submittals, RFIs, and shop drawings submitted by Contractors for conformance with the design concept.
4. Tag and inspect plant materials, pre-delivery and on site, to assure conformance with plans and specifications as necessary.
5. Coordinate and conduct a substantial completion walkthrough at the conclusion of the construction and provide a punch list to Contractor to complete the project.
6. Review and approve applications for payment submitted by Contractor.
7. Review change orders for approval by the Client.

FEE - The total fee for this project is a lump sum based upon the estimated time and scope for professional services as outlined below, plus reimbursable expenses.

Basic Services

Preliminary Design	\$7,500.00
Construction Documents	\$3,500.00
Construction Phase Services	<u>\$1,500.00</u>
GRAND TOTAL	<u>\$12,500.00</u>

REIMBURSABLE EXPENSES - The Client shall pay the Landscape Architect for the cost of out-of-town travel expenses, messengers, mileage, printing, services of professional consultants which cannot be quantified at the time of contracting, and other directly related costs. All expenses shall be billed at cost plus 15%.

ADDITIONAL SERVICES – We consider additional services to include changes made after a phase of work has been accepted and we have been authorized by the Client to proceed to the next phase or because of Client changes to previous Project budget parameters or Project requirements. An additional services lump sum proposal shall be submitted to the Client or Owner for approval prior to the start of any out-of-scope work.

HOURLY RATES

Partner	\$350.00/hour
Principal	\$225.00/hour
Senior Associate	\$175.00/hour
Associate	\$125.00/hour
Project Staff	\$100.00/hour

landscape architecture

Administrative

\$90.00/hour

Hourly rates shall be reviewed annually and may be increased in accordance with annual salary and cost-of-living reviews.

EXCLUSIONS TO THE CONTRACT

1. Topographic and boundary surveys
2. Existing site engineering and utility base information
3. Soil engineering, geotechnical consultant services or related testing
4. Structural engineering
5. Mechanical, electrical and plumbing services
6. Lighting and electrical
7. Archeological Investigation
8. Environmental Investigation
9. Graphics
10. Record Drawings
11. SWPPP

BILLING - Billing shall be monthly based on the portion of the total estimated fee. Invoices shall be due upon receipt. Clark Condon Associates, Inc. reserves the right to charge the amount of interest allowable under the current laws of the State of Texas on any invoices not paid within thirty (30) days.

STANDARD OF CARE – The Landscape Architectural Services shall be performed with care and diligence as is consistent with the professional skill and care applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

OWNERSHIP OF DOCUMENTS – The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

INDEMNIFICATION – Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, but only to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

ASSIGNMENT – Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of the proceeds.

GOVERNING LAW – This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

JURISDICTION – The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Board may be reached at the following address:

Texas Board of Architectural Examiners
P.O. Box 12337, Austin, TX 78711-2337
Phone (512) 305-9000, Fax (512) 305-8900

TERMINATION - If the Client should decide to terminate this Agreement, they shall give Clark Condon Associates, Inc. seven (7) days written notice and shall pay for all services rendered to the date of termination. Clark Condon Associates, Inc. reserves the right to terminate this contract upon fifteen (15) days' notice if any amount billed to Client is sixty days past due.

CLARK CONDON

WAIVER OF SUBROGATION – To the extent damages are covered by property insurance, the Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement.

DISPUTE RESOLUTION - In the event of any Dispute arising out of or relating to this Agreement or the Services, the Parties shall first use their best efforts to settle the Dispute. To this effect, any Party shall send (via electronic mail, facsimile and overnight delivery) a written notice to the other Party that such Dispute exists, which shall include a brief recitation of the nature of the Dispute. Within seven (7) days of the date of such a notice, the senior executives of each Party or their respective parent companies shall consult and negotiate with each other, and attempt to reach a solution satisfactory to the Parties. All negotiations pursuant to this section shall be confidential, privileged, and inadmissible in any arbitration or legal proceeding, and shall be treated as compromise and settlement negotiations for all purposes.

If the Dispute is not resolved by negotiation within a period of thirty (30) days of the transmission of the written notice from one Party to the other of the existence of such a Dispute, then both parties agree to mediation with a mutually agreeable mediator, mediation failing, the Dispute shall be finally resolved by litigation in the State District Court of Harris County, Texas.

WAIVER OF CONSEQUENTIAL DAMAGES – The Landscape Architect and Client waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

LIMITATION OF LIABILITY – In recognition of the relative risks and benefits of the project to both the Client and the Landscape Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Landscape Architect, and its subconsultants, to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever and claim expenses from any cause or causes, so that the total aggregate liability of the Landscape Architect, and its subconsultants, to all those named shall not exceed the Landscape Architect's total fee for services rendered on this project. Such claims and clauses include, but are not limited to, negligence (including gross negligence), professional errors or omissions, strict liability and breach of warranty.

If this Agreement meets with your approval, please sign in the appropriate place below and return one copy to us. We appreciate the opportunity to submit this proposal to you and look forward to working with you.

Sincerely,



Mary Keilers, PLA, ASLA, LEED AP
Innovation and Research Principal



Ryan Steib, ASLA, LEED AP
Senior Associate

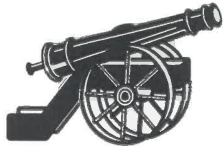
APPROVED:



DATE:

8-1-2022

Proceed with preliminary design at this time.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: August 16, 2022

Agenda Item No: XI

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO APPROVE A PLAN AND BUDGET TO RE-ESTABLISH THE LANDSCAPING AND FENCE FOR TAYLORCREST COURT**

Exhibits: Taylor Crest Court – Location Map & Site Map
Taylorcrest Court Project Plan as Presented and Agreed with the Residents

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

Executive Summary

Although very successful, the multi-year construction of Bunker Hill Elementary School Reconstruction, the City’s Water Well 5, and Detention have been difficult on adjacent residents; in particular for the residents of Taylorcrest Court. The City’s Detention Project required that a drainage line be installed along the property line between Taylorcrest Court and the school. As a result, the existing fencing and bamboo had to be removed. Staff has originally met with residents and discussed a proposed plan to reconstruct the screening including the City’s current fencing using the black slatted chain link which would also match the school fencing. Following the meeting, staff ordered the fencing materials. Residents from Taylorcrest Court later approached staff and were very upset with the chain link fence option and demanded a wooden fence be installed along with trees and screening. Staff has been working with the residents on an overall plan to reconstruct the fence and install landscaping/vegetation.

The plan includes the installation of an 8-foot wooden fence, irrigation, trees and shrubbery. As noted in Item IX, Staff has contracted with Clark Condon to assist with concepts and to work through a change order with SBISD for the shrubbery. The City will utilize our contractor for installation of the trees through the off-site tree program. The following outlines a proposed budget:

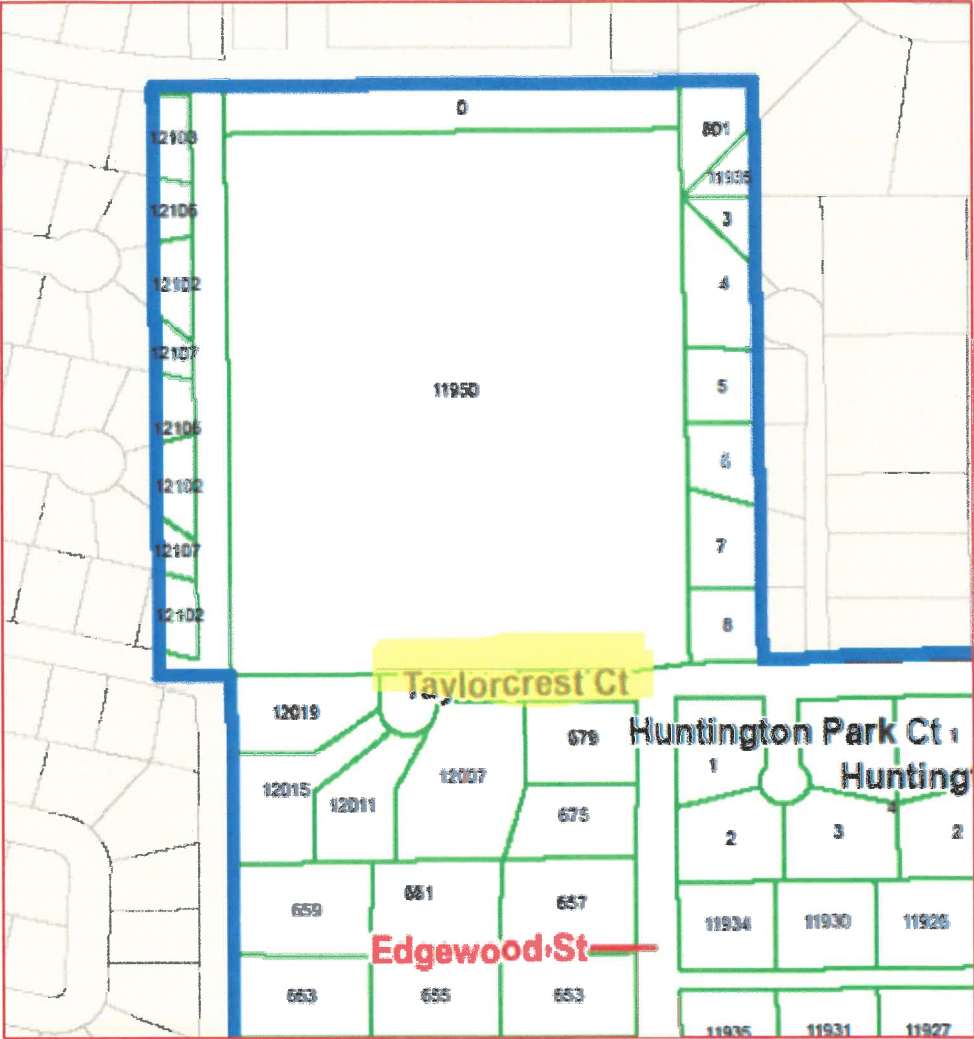
Proposed Budget		
Tree Fund	Irrigation (~400 feet)	\$10,000.00
	Trees (20 Trees)	\$25,000.00
	Design (50%)	\$6,250.00
	Contingency ~10%	\$4,000.00
	Total Off-Site Tree Fund	\$45,250.00
General Fund	Shrubs/Vegetation	\$15,000.00
	Design (50%)	\$6,250.00
	Fence (8' wood fence double sided)	\$49,500.00
	Restocking Fee for original metal fence ordered	\$2,800.00
	Contingency ~10%	\$7,000.00
	Total Off-Site General Fund	\$80,550.00
	Total Both Funds	\$125,800.00

Funding was planned for this work in the General Fund with the Detention Project; however, the detention project was over budget. Staff is recommending a budget amendment to the General Fund Capital Projects Fund Balance to fund the General Fund Portion. There is funding in the Off-Site Tree Fund to fund the other portion which includes the trees and irrigation.

There is a contingency included in the Detention Project and Change Order with SBISD. Should there be funding available in the contingency, this will be refunded back to the City from SBISD at the end of the project. To date, there have been limited needs for the contingency.

This action sets the budget for the Taylorcrest Landscaping. Item XI allows the Mayor to discuss the project with the School Officials if needed and proceed with final contract documents and change orders as needed if it is best to work with SBISD to install.

Taylorcrest Court – Location Map & Site Map



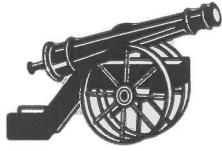


City of Bunker Hill Village

Landscaping Project –Taylorcrest Court

August 2022

NOTE:	
Contract with Clark Condon for Concepts & Design Installation to follow City Procurement Process <i>City proposes an 8 -foot wooden fence be constructed atop/with ~1 foot increase in finished grade</i>	
Action Items:	Timing:
Proposal for Consultant Services for Taylorcrest Ct Concepts with Clark Condon	July 2022
City Council Meeting – Action Items: <ul style="list-style-type: none"> • City Council ratifies Contract(s) with Clark Condon • Staff Presents Budget to Council • City Council approves Funding for Fence and Landscaping for Taylorcrest Court 	August 16, 2022
Taylorcrest Court Concepts: <ul style="list-style-type: none"> ○ Meeting(s) with Residents ○ Meeting(s) with Beautification Chair & Committee <i>Finalize Plans based on Approved Budget</i>	4 - 6 Weeks
Clark Condon prepares Final Design for Procurement	2 – 4 Weeks
Steps for Installation <ul style="list-style-type: none"> • Install Irrigation • Install Trees & Select Landscaping (<i>installation to be based on weather conditions</i>) • Install Fence (<i>fence will be constructed after trees and select landscaping is installed</i>) • Complete Final Landscaping 	Fall 2022
Updates to City Council	September 20, 2022 October 18, 2022 November 15, 2022



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: August 16, 2022

Agenda Item No: XII

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE MAYOR TO PROCEED WITH DISCUSSION AND/OR EXECUTE DOCUMENTS BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS AND SPRING BRANCH INDEPENDENT SCHOOL DISTRICT FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPING FOR THE CITY'S WATER WELL LOCATED AT BUNKER HILL ELEMENTARY SCHOOL AND LANDSCAPING ALONG TAYLORCREST COURT**

Exhibits: None

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

Budget: A landscaping budget of \$100,000.00 was included in the City's Utility Fund CIP for the Water Well Project. Funding for Taylorcrest Court will be determined in Item XI.

Executive Summary

The Bunker Hill Elementary School Reconstruction has proven to be an excellent project and example of cooperation and success for both Spring Branch Independent School District (SBISD) and the City. The project is nearing completion which includes the completion of Water Well No. 5 and the City's Detention Project. During the last quarter of the year, the final details will be completed which includes the installation of landscaping at the water well site and along Taylorcrest Court.

Staff has been working with SBISD Staff to determine not only the design and installation needs but also the long-term maintenance of the landscaping. Staff has been working with SBISD on planning for these three parts: Design, Installation, and Maintenance.

The following outlines the recommendation for the next steps for these three segments:

Design: The City has contracted with SBISD's Landscape Architect, Clark Condon to develop and design the landscaping plan for the well and Taylorcrest Court. This was included in Item X on this agenda. This allows the design to coordinate with the school landscaping.

Installation: SBISD has agreed to have the school's contractor Durotech install the landscaping for the City by change order to the project. This is a savings to the City as the City does not have to prepare a set of final design plans and manage the bidding process. Clark Condon can provide drawings for Durotech to understand, price and prepare change order(s). The City would then process payment to SBISD.

Long – Term Maintenance: The City and SBISD discussed long term maintenance. It is critical to both parties that the landscaping is well maintained providing the screening as presented to the school and adjacent residents; therefore, staff recommends the City assume this responsibility to ensure a long-term commitment to the project.

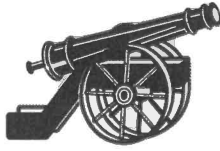
SBISD has indicated that approval by the City Council and SBISD School Board could include a Memorandum of Understanding outlining the area to be landscaped and the long-term maintenance responsibilities. In addition, change order(s) to the existing construction contract can be requested by the City and will be recommended for approval by the SBISD School Board.

With approval of this process, Staff will continue working with SBISD to design and get pricing from Durotech for this additional work. Based on these results, the Mayor and Staff may have the opportunity to present the project to the School Officials with SBISD over the next few months.

A landscaping budget of \$100,000.00 was included in the City’s Utility Fund CIP for the Water Well Project. Funding for Taylorcrest Court will be determined in Item XI.

This action allows the Mayor to discuss the project with the School Officials if needed and proceed with working with the City Attorney to review the Memorandum of Understanding, working through the final contract documents and change orders.

Again, this has been a challenging project with many moving parts. Staff certainly appreciates the cooperation of SBISD and the Project Team to see these City Projects to successful completion.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: August 16, 2022

Agenda Item No: XIII

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE CHANGE ORDER NO. 7 AND 8 TO THE CURRENT CONTRACT WITH METRO CITY, LLC FOR ADDITIONAL WORK ON THE CHAPEL BELLE PROJECT AND ADDITIONAL ASSOCIATED MATERIALS TESTING FOR THE PROJECT

Exhibits: Change Order No. 7 AND 8
RPS MATERIALS TESTING PROPOSAL

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

Budget: Project Contingency in the Capital Project Fund
Budget Amendments

Executive Summary

The City of Bunker Hill Village's 2021 and 2022 Capital Improvements Plan includes reconstruction of the pavement and drainage infrastructure for Chapel Belle and a segment of Tamerlaine. The construction contract was approved in January 2022 and awarded to Metro City, LLC. The project is going very well and the Project Team has been very pleased with the work provided by Metro City, LLC.

The following outlines the change orders that will be presented for Council's consideration and possible action:

Proposed Change Order No. 7 is for the extension of a drainage line to serve a property at the far north end of the street. The original drainage for this property was overland flow but the owner requested that the city provide a connection point for a new private lot drainage system. A short extension and additional inlet were required to provide drainage service to this lot. The cost of this work is \$3,699.54. This work can be funded from the project contingency.

Proposed Change Order No. 8 is to fund additional street base stabilization for the cul-de-sac area of the street. When the existing cul-de-sac was removed, soil conditions were different from the previous areas of the project and a cement stabilized sand base was determined to be the best solution to properly support the new street. Cost of this change is \$6,535.00 and can be funded from the project contingency.

The Project Team have determined that funding is available in the project to complete work needed on Tamerlaine. As a result, the contractor has requested a 30-day time extension to the project as the original contract time did not include the time needed for the construction work on Tamerlaine. Tamerlaine was bid and awarded as an Add-Alternate Item, should the project funding allow this works to be determined at the end of the project. Staff is pleased to see the ability to have Tamerlaine completed with Chapel Belle.

Additional Materials Testing Proposal. The original budget submitted for materials testing for the project assumed a lower number of segments and driveway tests. Additional testing was required to accommodate the change in the cul-de-sac as well. The proposed increase would also include the Add/Alt construction on Tamerlaine. The proposed additional testing cost is \$15,632.10. This cost would also be funded from the project contingency and handled through the City’s contract with RPS for construction services.

The project funding chart below shows that with approval of these items, \$8,263.02 would be remaining in the project funding. Staff recommends approval of the change orders and the increase in materials testing.

PROJECT ITEM	Contract Amounts	Funding this Project
Metro City Original Contract Including Tamerlaine	\$ 996,395.00	\$ 996,395.00
Change Order 1	\$ 20,512.17	\$ -
Change Order 2	\$ (5,176.61)	\$ (5,176.61)
Change Order 3	\$ -	\$ -
Change Order 4	\$ 14,573.95	\$ 14,573.95
Change Order 5	\$ 35,000.00	\$ -
Change Order 6	\$ 25,000.00	\$ -
Change Order 7	\$ 3,699.54	\$ 3,699.54
Change Order 8	\$ 6,535.00	\$ 6,535.00
Total Contract	\$ 1,096,539.05	\$1,016,026.88
RPS Construction Phase Services (Including Testing)	\$ 60,078.00	\$ 60,078.00
Additional Testing	\$ 15,632.10	\$ 15,632.10
Total RPS	\$ 75,710.10	\$ 75,710.10
Lloyd Smitha Construction Management	\$ 100,000.00	\$ 100,000.00
TOTAL PROJECT	\$ 1,272,249.15	\$1,191,736.98
2022 CHAPEL BELL FUNDING		\$1,200,000.00
REMAINING CONTINGENCY		\$ 8,263.02

To Date the Change Orders to the Chapel Belle Project include:

- Change Order No. 1- was approved at the January Council Meeting which added \$20,512.17 in work by this Contractor for the construction of the traffic barrier at the intersection of Taylorcrest Road and Bunker Hill Road. This work is now complete and was funded out of the City's Maintenance and Operations Account
- Change Order No. 2 was submitted in April 2022 to Council for a net decrease to the contract of \$5,176.61.
- Change Order No. 3 – Extension of the Warranty for Chapel Belle from a One-Year Warranty Period to a Two-Year Warranty Period – *No Cost*
- Change Order No. 4 – Addition of (1) 48" x 48" storm manhole, resolution of conflict with sanitary sewer main, repair & replacement of sanitary sewer line - \$14,573.95 *Funded with Project Contingency*
- Change Order No. 5 -- Installation of Drainage Improvements on Eaton Court as Recommended by the City's Drainage Committee – \$35,000.00 *To Be Funded from a 2022 CIP Budget Amendment*
- Change Order No. 6 -- Installation of the Sidewalk for 11646 Memorial Drive – \$25,000.00 *To Be Funded from a 2022 CIP Budget Amendment*

It has been very helpful to have utilized Metro City for other projects. Being able to "change order" this work has been a savings to the City in reduced engineering costs and the procurement process.

CHANGE ORDER NO. 7

Contractor: Metro City, LLC

Date 06/27/2022

Description:

1. Additional \$3,699.54 for the inclusion of 117 LF of 8" PVC and (1) 12"x12" Catch Basin at STA 10+46.15.

Reasons for Change Order:

1. The 12"x12" catch basin and 117 LF of 8" PVC were not included in the original contract and has been requested due to an existing valley on driveway CB17. See details in attached RFI 10.

CONTRACT PRICE		CONTRACT TIMES (Calendar Days)	
		<u>To substantial Completion</u>	<u>To final Completion</u>
Total Original Contract:	<u>\$ 996,395.00</u>	Original:	<u>200</u>
Previous C.O.s (DEDUCT):	<u>\$ 76,588.30</u>	Previous C.O.s (DEDUCT):	<u> </u>
This C.O. (DEDUCT):	<u>\$ 3,699.54</u>	This C.O. (DEDUCT):	<u>0</u>
Contract Price with all approved Change Orders:	<u>\$ 1,076,682.84</u> + 8.06%	REVISED:	<u> </u>
		Original Completion Date:	<u>9/01/22</u>
		Revised Completion Date:	<u>9/01/22</u>

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

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

RECOMMENDED:

By:  06/27/2022
Engineer (Authorized Signature) Date

APPROVED:


By: _____ Date _____
Owner (Authorized Signature)

ACCEPTED:

By:  6/27/2022
Contractor (Authorized Signature) Date

CHANGE PROPOSAL



TO: Mike McClung PE, CFM, ENV SP RPS North America 575 N. Dairy Ashford, Suite 700 Houston, Texas 77079	PROPOSAL # DATE DATE NEEDED BY PROJECT #	7 5/25/2022 Open 312																					
PROJECT: City of Bunker Hill Paving and Drainage Improvements for Chapel Belle Lane and Tamerlaine Drive																							
DESCRIPTION OF CHANGE Add 8" PVC Pipe and 12"x"12 catch basin																							
REASON FOR CHANGE Design change to allow for drainage for driveway CB17 per RFI 10																							
OVERRUNS/UNDERRUNS	<table> <tr> <td>LABOR:</td> <td>\$</td> <td>1,636.30</td> </tr> <tr> <td>EQUIP:</td> <td>\$</td> <td>858.00</td> </tr> <tr> <td>MATERIAL:</td> <td>\$</td> <td>574.60</td> </tr> <tr> <td>SUBCONTRACTOR:</td> <td></td> <td></td> </tr> <tr> <td>SUPPLIES:</td> <td></td> <td></td> </tr> <tr> <td>BONDS/FEES/OH:</td> <td>\$</td> <td>261.13</td> </tr> <tr> <td>PROFIT</td> <td>\$</td> <td>369.51</td> </tr> </table>		LABOR:	\$	1,636.30	EQUIP:	\$	858.00	MATERIAL:	\$	574.60	SUBCONTRACTOR:			SUPPLIES:			BONDS/FEES/OH:	\$	261.13	PROFIT	\$	369.51
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PROFIT	\$	369.51																					
CONTACT SUM CHANGE AMOUNT:		\$ 3,699.54																					
CONTACT TIME CHANGE AMOUNT:		0																					
<div style="text-align: right;">  SUBMITTED BY: Tony Rodriguez - President </div>																							

Cost Breakdown Structure (CBS) Register

METRO CITY CONSTRUCTION
312-1-Driveway Drain @ CB17

CBS Position Code	Description	Optional Code	Forecast (T/O) Quantity	Unit Cost	Total Cost (Forecast)	Materials Total Cost	Labor Total Cost	Rented Equipment Total Cost	Supplies Total Cost	Fees Total Cost						
	JOB		1.00	\$3,330.03	\$3,330.03	\$574.60	\$1,636.30	\$858.00	\$0.00	\$261.13						
	Prime Bond	PRIME BOND	1.00	\$55.50	\$55.50	\$0.00	\$0.00	\$0.00	\$0.00	\$55.50						
	Price % Add-On	PRICE % ADD-O	1.00	\$185.00	\$185.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185.00						
	Job Financing	FINANCE EXPENS	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
	Job Management & Equipment	JOB MANAGEMEN	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
	General Expense	GENERAL EXPENS	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
1	Catch Basin and Drain Line	1	117.00	\$26.41	\$3,089.52	\$574.60	\$1,636.30	\$858.00	\$0.00	\$20.63						
1.1	Labor		117.00	\$13.99	\$1,636.30	\$0.00	\$1,636.30	\$0.00	\$0.00	\$0.00						
	Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)				
	1	LSOPEX		Operator - Excavator			1.00	Each	20.00	20.00	\$30.93	\$618.60				
	2	LSSPLO		Pipelayer			1.00	Each	20.00	20.00	\$26.81	\$536.29				
	3	LSSPLO		Pipelayer helper			1.00	Each	20.00	20.00	\$24.07	\$481.42				
1.2	Equipment						117.00				\$7.51	\$878.63				
	Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)				
	1	REXMIN		Mini Excavator			1.00	Each	20.00	20.00	\$43.93	\$878.63				
1.3	Material						117.00				\$4.91	\$574.60				
	Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)				
	1			Catch Basin	1.00	0.00	1.00	EA			\$130.00	\$130.00				
	2			8" SDR 26 PVC Pipe	117.00	0.00	117.00	LF			\$3.80	\$444.60				
	10										\$3,330.03	\$574.60	\$1,636.30	\$858.00	\$0.00	\$261.13

TO: Andrea Gonzales, Engineer
RPS Group
575 N. Dairy Ashford, Suite 700
Houston, TX 77079

FROM Tony Rodriguez, President
DATE 5/12/22
JOB# 312
RFI# 10

PROJECT NAME: City of Bunker Hill
Chapel Belle Lane and Tamerlaine Drive

SUBJECT: Driveway CB17

DRAWING# 12 **SPEC#** **CRITICAL** **ROUTINE** **SCHEDULE IMPACT** Low

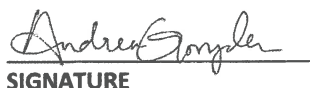
INFORMATION REQUIRED

At driveway CB17, there is a valley in middle of the driveway. If we match the existing valley, it would be 1" below the proposed pavement. How do we pour back the driveway without holding water.

RESPONSE:

Install a 12"x12" catch basin at the low point in the driveway. Cut at the nearest joint and connect the 8" PVC to the nearest inlet. Keep the driveway higher than the gutter to prevent the street draining into the driveway.

Please submit a change order request for the additional quantity of the Catch Basin and 8" PVC.


SIGNATURE

05/24/22
TITLE

CHANGE ORDER NO. 8

Contractor: Metro City, LLC Date 07/28/2022

Description:

1. Deduction of \$4,000 for the exclusion of 800 SY of 6-inch Lime Stabilized Subgrade
2. Deduction of \$2,700 for the exclusion of 10.8 TON of Lime (6%).
3. Additional \$13,235 for the inclusion of 800 SY of cement stabilized sand added to the cul-de-sac area subgrade.
4. Additional 30 calendar days for Tamerlaine Construction Duration.

Reasons for Change Order:

1. The cement stabilized sand for the cul-de-sac was not included in the original contract and has been requested due to 12-inches of shell found underneath asphalt. See details in attached RFI 8.
2. Tamerlaine Construction Duration was not included in the original contract and has been requested to be incorporated into the Chapel Belle project by City Staff.

CONTRACT PRICE		CONTRACT TIMES (Calendar Days)	
		<u>To substantial Completion</u>	<u>To final Completion</u>
Total Original Contract:	<u>\$ 996,395.00</u>	Original:	<u>200</u>
Previous C.O.s (DEDUCT):	<u>\$ 80,287.84</u>	Previous C.O.s (DEDUCT):	<u> </u>
This C.O. (DEDUCT):	<u>\$ 6,535.00</u>	This C.O. (DEDUCT):	<u>30</u>
Contract Price with all approved Change Orders:	<u>\$ 1,083,217.84</u> + 8.71%	REVISED:	<u>230</u>
		Original Completion Date:	<u>9/02/22</u>
		Revised Completion Date:	<u>10/02/22</u>

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

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

RECOMMENDED:

By:  _____ 07/28/2022
Engineer (Authorized Signature) Date

APPROVED:

By: _____
Owner (Authorized Signature) Date

ACCEPTED:

By:  _____ 7/28/22
Contractor (Authorized Signature) Date



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

July 27, 2022

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

Re: Proposal for Additional Materials Testing for Chapel Belle Paving and Drainage Improvements
RPS Project No. 008089

Dear Ms. Glynn:

RPS is pleased to submit this proposal to the City of Bunker Hill Village (City) for additional materials testing services to complete the Chapel Belle Paving and Drainage Improvements project. Alpha Testing is contracted with RPS to conduct materials testing for the project. They are requesting adding fees to their existing contract for the following that were not part of their initial budget:

- Concrete retaining wall at Bunker Hill Road and Taylorcrest
- Due to limited concrete availability, MetroCity has had to complete smaller concrete pours which has required Alpha Testing to complete more trips than anticipated.
- Alpha Testing has conducted 3-day breaks for certain concrete pours to allow MetroCity to open sections of concrete for traffic sooner.
- Additional concrete sidewalk testing at Eaton Court and at Memorial and Briar Forest

SCOPE OF SERVICES

Additional Services – Materials Testing

1. Density tests for lime stabilized subgrade
2. Concrete tests for all poured concrete sections

FEE SUMMARY

We propose to perform the additional materials testing for the remaining work on the Chapel Belle Paving and Drainage Improvements project as described herein on a lump sum basis as outlined below:

<u>Additional Materials Testing</u>	<u>\$ 15,632.10</u>
Total Amount	\$ 15,632.10

Our ref: Project No. 008089

If this proposal meets with your approval, please respond in writing to approve of the increase to the existing contract. Please do not hesitate to contact Cosme Reyes, P.E. or me if you have any questions or would like to discuss any aspect of this proposal.

Sincerely,



Mike McClung, P.E., C.F.M
Director, Water Business Unit

MM:ng

Attachment

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

CMT COST ESTIMATE

**Bunker Hill Village Paving & Drainage
Improvements – CO #1**

Tamerlaine Drive
Bunker Hill Village, Texas

Cost Estimate No: 87460



Environmental

Geotechnical

Construction Materials



Geotechnical
Construction Materials
Environmental
TBPE Firm No. 813

15811 Tuckerton Drive
Houston, Texas 77095

Tel: 713.360.0460
Fax: 713.360.0481
www.alphatesting.com

07/06/22

RPS GROUP - HOUSTON

575 N. Dairy Ashford, Suite 700
Houston, Tx 77079

Attention: Michael Mcclung
mike.mcclung@rpsgroup.com

Construction Materials Testing
Services and Fees

**BUNKER HILL VILLAGE PAVING & DRAINAGE
IMPROVEMENTS - CO #1**

Bunker Hill Village, Texas

Cost Estimate No: 87460-20-48H

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the white copy of the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Heath Helgeson at 713-360-0473, we are available to discuss any questions at your convenience.

Respectfully submitted,

ALPHA TESTING, LLC.

Joseph Culley II, S.E.T.
CMT Department Manager

Heath Helgeson
Senior CMT Estimator

JC/HH

Attachments: Acceptance Sheet
General Terms and Conditions



HISTORY

Alpha Testing, LLC. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

BUSINESS LOCATIONS

1. Dallas Office – Corporate

2209 Wisconsin St., Suite 100, Dallas, Texas 75229

(V) 972-620-8911 (F) 972-620-1302

Brian Powell, PE, President: bpowell@alphatesting.com

Ken Combs, Vice President: kcombs@alphatesting.com

2. Fort Worth Office

5058 Brush Creek Rd. Fort Worth, TX 76119

(V) 817-496-5600 (F) 817-496-5608

Tim Begole, CET, CMT Manager: tbegole@alphatesting.com

Brian Hoyt, PE, Geotechnical Manager: bhoyt@alphatesting.com

3. San Antonio Office

12766 O'Connor Rd. San Antonio, TX 78233

(V) 210-249-2100 (F) 210-249-2101

Adam Heiman, PE, Geotechnical Dept. Manager: aheiman@alphatesting.com

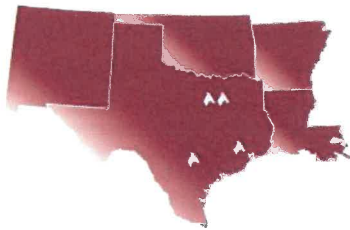
4. Houston Office

15811 Tuckerton Drive, Houston, TX 77095

(V) 713-360-0460 (F) 713-360-0481

Roy Saravanathiiban: rSaravanathiiban@alphatesting.com

Joseph Culley, SET, Regional Manager: jculley@alphatesting.com



Quality Control

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience. Alpha's Houston office is A2LA accredited and a qualified to perform special inspections in the City of Houston.



ESTIMATED TESTING SCHEDULE

The following is our estimate of the number, type and cost of anticipated construction materials testing for the project referenced previously. This estimate of the expected testing was developed based on project plans and information as provided by the client. It should be recognized that variations in construction schedules, weather, amount of re-testing, additional testing requested by our client, etc., could result in differences between the actual and estimated testing costs. Although efforts will be made to maintain the testing costs within the estimated amount, charges will be computed based on actual services rendered.

Testing services proposed herein do not include full-time personnel on-site nor any form of project supervision. It is our understanding that testing will be scheduled by the client or his designated representative, and ALPHA TESTING, LLC. does not assume the responsibility for assuring all required tests are performed. If desired, ALPHA could monitor testing frequencies and locations during the progress of the work to assure the required testing is performed, at an additional cost.

I. Site Preparation, Filling, Back Filling

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	40.00	\$48.00	\$1,920.00
Density Testing (ot) /Hour	6.00	\$72.00	\$432.00
Proof Rolling Observation/Hour	8.00	\$48.00	\$384.00
Material Pickup/Hour	4.00	\$48.00	\$192.00
Nuclear Density Gauge/Trip	5.00	\$85.00	\$425.00
Proctor #/Each	2.00	\$185.00	\$370.00
Atterberg Limit Test/Each	2.00	\$65.00	\$130.00
-200 Sieve/Each	2.00	\$65.00	\$130.00
Vehicle Trip Charge/Trip	6.00	\$85.00	\$510.00
Engineering Report Review/Hour	1.00	\$95.00	\$95.00
Subtotal			\$4,588.00

II. Mechanical Lime Stabilization

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	32.00	\$48.00	\$1,536.00
Field Gradations/Hour	16.00	\$48.00	\$768.00
Material Pickup/Hour	4.00	\$48.00	\$192.00
Nuclear Density Gauge/Trip	8.00	\$85.00	\$680.00
Proctor #/Each	1.00	\$185.00	\$185.00
Atterberg Limit Test/Each	4.00	\$65.00	\$260.00
-200 Sieve/Each	1.00	\$65.00	\$65.00
Vehicle Trip Charge/Trip	9.00	\$85.00	\$765.00
Engineering Report Review/Hour	2.00	\$95.00	\$190.00
Subtotal			\$4,641.00



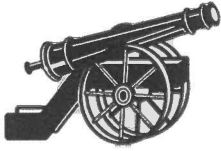
III. Concrete Testing

Description	Est. Qty	Unit Rate	Est. Total
Concrete-Testing/Hour	50.00	\$48.00	\$2,400.00
Concrete-Testing (ot)/Hour	8.00	\$72.00	\$576.00
Reinforcing Steel Observation/Hour	8.00	\$48.00	\$384.00
Cylinder Pickup/Hour	4.00	\$48.00	\$192.00
Concrete Comp. Test/Each	28.00	\$20.00	\$560.00
Vehicle Trip Charge/Trip	8.00	\$85.00	\$680.00
Engineering Report Review/Hour	2.00	\$95.00	\$190.00
Subtotal			\$4,982.00

Grand Total:

\$14,211.00

*Should ALPHA TESTING, LLC. be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: August 16, 2022

Agenda Item No: XIV

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE CHANGE ORDER NO. 2 TO THE CURRENT CONTRACT WITH MCDONALD MUNICIPAL AND INDUSTRIAL FOR A TIME EXTENSION TO THE CONTRACT FOR AN ADDITIONAL 105 CALENDAR DAYS**

Exhibit: Change Order No. 2

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

Budget: No Cost for Time Extension

Executive Summary

The contractor for the construction of Water Well 5 Site Work has been delayed in construction due to material unavailability and shipping delays. Staff and our engineer have been working with our contractor as various delivery delays were encountered. The delays in completion of the project have also been a challenge to coordinate with Bunker Hill Elementary School Construction. We have asked our contractor to delay certain operations to allow for certain activities with the school opening and ensure a successful first day of school.

The contractor has requested an extension to the contract of 105 calendar days. There is no request to change the cost of the project.

Staff is recommending approval of this requested extension.

CHANGE ORDER NO. 2

August 1, 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.

<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Each</u>	<u>Cost</u>
Total Amount This Change Order No. 2				\$ 0.00
Total Change Order No. 1				\$ 4,177.00
Original Contract Amount				<u>\$1,527,469.00</u>
Adjusted Contract Amount				\$1,531,646.00

Original Contract Time	180 Calendar Days
Extension of Time Change Order No. 1	0 Calendar Days
Extension of Time This Change Order No. 2	<u>105</u> Calendar Days
Total Time With Extensions for This Change Order No. 2	285 Calendar Days

Change Order No. 1 and No. 2 represents a 0.99% increase in the Original Contract Amount.

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

SUBMITTED FOR APPROVAL:

ACCEPTED:

LANGFORD ENGINEERING, INC.

McDONALD MUNICIPAL AND INDUSTRIAL

By: Jacob Floyd
Jacob Floyd, P.E.
Senior Project Manager

By: Wayne Berkenmeier
~~Ruben Torres~~ Wayne Berkenmeier
~~Project Superintendent~~ VP Special Projects

Date 8/1/2022

Date 8/1/22

APPROVED:

CITY OF BUNER HILL VILLAGE

(seal)

By: _____
Robert P. Lord, Mayor

Date _____



REQUEST FOR EXTENSION OF TIME

PROJECT NO.: 200-020

PROJECT NAME: Construction of Water Well #5 Site Improvements

8
Request No.

OWNER: City of Bunker Hill Village

CONTRACTOR: C.F. McDonald Electric, Inc.

We request extension of completion time on our Contract for the month of July in the amount of 105 calendar days specified as follows: (Please circle day of month)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Reasons for Request: Due to on going global part shortages the MCC for water well #5 has been held back several months.

By 7/20/22
Date

ENGINEER: Langford Engineering, Inc.

X Recommend approval for extension of 105 calendar days.

_____ Recommend disapproval (see following comments)

_____ Recommend disapproval of _____ calendar days.

By 8/1/2022
Date

OWNER:

Approved as recommended:

By _____
Date

Distribution: Engineer
Owner
Contractor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

McDonald Municipal & Industrial - A Division of C. F. McDonald Electric, Inc.
Houston, TX United States

Certificate Number:
2021-815570

Date Filed:
10/21/2021

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

City Of Bunker Hill Village

Date Acknowledged:

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

200-020, Contract No. 1B
Construction Of Water Well No. 5 Site Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stephenson , Larry	Houston, TX United States	X	
	Keller, Harry	Houston , TX United States	X	
	Berkenmeier , Wayne	Houston, TX United States	X	
	Dollar, Diane	Houston , TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Wayne Berkenmeier, and my date of birth is 05/15/70.

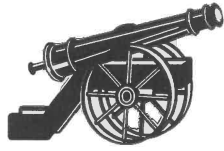
My address is 5044 Timber Creek Dr., Houston, TX, 77017, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 2nd day of August, 20 22.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



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

Agenda Date: August 16, 2022

Agenda Item No: XV

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CERTIFICATE OF FORMATION AND BYLAWS FOR THE CREATION OF A LOCAL GOVERNMENT CORPORATION, A NON-PROFIT CORPORATION

Exhibits: Proposed Bylaws of BHV, Inc.

Clearance: Karen Glynn, City Administrator/Acting City Secretary

Executive Summary

The concept of the City creating a Non-Profit Corporation to accept donations was discussed at the May 2022 Meeting. The Mayor was approached by residents who wanted the opportunity to donate to the City to thank our Public Works Staff for their help, especially during the winter storm. A Non- Profit Corporation would be a means to allow donations.

At the May Meeting, the Council directed the City Attorney to begin this process by way of drafting proposed bylaws and wanted to ensure the corporation would require specific details in order for the City to utilize donations in this way.

The Mayor and City Attorney have been under discussion regarding the bylaws. The City Attorney has developed a draft for further discussion or possibly Council consideration.

**BYLAWS
OF
BHV, INC.**

These Bylaws govern the affairs of BHV, Inc. (the "Corporation"), a Texas nonprofit corporation created pursuant to the Texas Non-profit Corporation Act (the "Act"), and other applicable laws.

ARTICLE I

PURPOSE

Public Purpose

- 1.01. The Corporation is incorporated as a nonprofit corporation for the purposes set forth in the Certificate of Formation. The Corporation is a nonprofit corporation as defined by the Internal Revenue Code of 1986, as amended, and the applicable rulings of the Internal Revenue Service of the United States prescribed and promulgated thereunder.

Powers

- 1.02. In the fulfillment of its corporate purpose, the Corporation shall be governed by the Texas Nonprofit Corporation Act, and shall have all of the powers set forth and conferred in its Certificate of Formation, in the Act, and in other applicable law, subject to the limitations prescribed herein.

ARTICLE II

OFFICES

Principal Office

- 2.01. The Corporation's principal office in Texas is located at 11977 Memorial Drive, Houston, Texas, 77024.

Registered Office and Agent

- 2.02. The Corporation shall maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board of Directors may change the registered office and the registered agent as permitted by law.

ARTICLE III

BOARD OF DIRECTORS

Management of the Corporation

- 3.01. The affairs of the Corporation shall be managed by the Board of Directors.

Number, Qualifications and Service of Directors

- 3.02. The business of the Corporation and all corporate powers shall be executed by or under authority of the Board of Directors (the "Board") subject to the limitations imposed by the Texas Nonprofit Corporation Act, the Texas Business Corporation Act, the Certificate of Formation, and these Bylaws. The Board may, by contract, resolution, or otherwise, give general or limited or special power and authority to the officers and employees of the Corporation to transact the general business or any special business of the Corporation, and may give powers of attorney to agents of the Corporation to transact any special business requiring such authorization. The Board of Directors shall consist of the Mayor and City Council of the City of Bunker Hill, Texas together with one additional member to be appointed by the City Council of the City of Bunker Hill, Texas. The terms of the Mayor and City Council shall run concurrent with the respective terms of each member of the City Council. The additional member of the Board of Directors shall serve an initial term to expire at the end of the current term of the Mayor. Thereafter, the term of the additional member of the Board of Directors shall run concurrent with the term of the Mayor of the City of Bunker Hill, Texas.

Annual Meeting

- 3.03. The annual meeting of the Board of Directors shall be held during the month of April of each year. The Board shall designate the time and location of the annual meeting which shall be held in the principal offices of the corporation or at such other location as the Board may designate.

Regular Meetings

- 3.04. The Board of Directors may provide for regular meetings by resolution stating the time and place of such meetings. The meeting shall be held within the City of Bunker Hill, Texas, and, to the extent practical, at the principal offices of the Corporation or at such other location as the Board may designate.

Special Meetings

- 3.05. Special meetings of the Board of Directors may be called at the request of the president or any two Directors. The person(s) calling the meeting shall fix the time and location of the meeting, which meeting shall be conducted within the City of Bunker Hill, Texas, as provided above for regular meetings. The person(s) calling a special meeting shall notify the secretary of the Corporation of the information required to be included in the notice of the meeting. In addition to the posting of a meeting notice in accordance with these Bylaws, a copy of each such meeting notice shall be delivered to each Director not less than seventy two (72) hours before the time of the meeting. A meeting notice shall be deemed delivered to any Director when delivered to the Director in person or deposited in the United States mail addressed to the Director at his or her address as it appears on the records of the Corporation. Such additional notice may be waived in writing by a Director at any time either before or after the time of the meeting and such additional notice shall be deemed waived by attendance.

Notice of Meetings; Open Meetings

- 3.06. Meetings of the Board of Directors are subject to the open meetings law, Chapter 551, Texas Government Code.

Quorum

- 3.07. Four (4) Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The presence of a Director may not be established by proxy. No business shall be conducted, nor shall any action be taken by the Board, in the absence of a quorum.

Duties of Directors

- 3.08. Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as Directors of the Corporation, Directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Corporation or which would be lawful and shall refrain from actions not in the best interest of the Corporation or which would be unlawful. A Director shall not be liable if, in the exercise of ordinary care, the Director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.

Actions of Board of Directors: Proxy Voting Prohibited

- 3.09. The vote of a majority of Directors present at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors. The president shall be entitled to vote on all matters before the Board. A director may not vote by proxy.

Minutes

- 3.10. The Board of Directors will keep minutes of its meetings, which minutes will constitute the record of such meetings.

Committees of Directors

- 3.11. The Board of Directors may by resolution establish one or more special or standing committees of its members. Such committees shall have the powers, duties and responsibilities established by the Board. The committees shall keep regular minutes of their meetings and report the same to the Board when required. The action of such a committee shall not constitute action by the Board.

Compensation

- 3.12. The duly appointed members of the Board shall serve without compensation, but may be reimbursed for actual or commensurate cost of travel, lodging and incidental expenses while on official business of the Board in accordance with State law and the rules of the Board.

ARTICLE IV

OFFICERS

Officer Positions

- 4.01. The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer. The Board of Directors may create additional officer positions, define the authorities and duties of such additional positions and appoint persons to fill such positions. No person may hold more than one such office.

Election and Terms of Officers

- 4.02. The officers of the Corporation shall be elected annually by the Board of the Directors at the regular annual meeting.

Removal of Officers

- 4.03. Any officer may be removed by the Board of Directors at any time, with or without cause. The removal of an officer by the Board does not result in the removal of such person as a Director of the Corporation.

Vacancies

- 4.04. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.

President

- 4.05. The president shall be the chief executive officer of the Corporation. The president shall supervise and control all of the business and affairs of the Corporation. The president shall preside at all meetings of Board of Directors. When the execution of any contract or installment shall have been authorized by the Board, then the president shall execute same except where such power is expressly delegated to another officer of the Corporation. The president shall perform other duties prescribed by the Board and all duties incident to the office of president.

Vice President

- 4.06. When the president is absent, is unable to act, or refuses to act, the vice president shall perform the duties of the president. When acting in place of the president, the vice president shall have all the powers and duties as the president and be subject to all of the limitations and restrictions placed upon the president.

Secretary

- 4.07. The secretary shall oversee that the Corporation staff perform the following duties:

- (a) Give all notices as provided in the Bylaws or as required by law.
- (b) Take minutes of the meetings of the Board of Directors and keep the minutes as part of the corporate records.

- (c) Maintain custody of the corporate records, authenticate corporate documents and affix the seal of the Corporation as required.
- (d) Keep a register of the mailing address of each Director and officer of the Corporation.
- (e) Perform duties as assigned by the president or Board of Directors.
- (f) Perform all duties incident to the office of secretary.

Treasurer

4.08. The treasurer shall oversee that the Corporation staff perform the following duties:

- (a) Have charge and custody of and be responsible for all funds and securities of the Corporation.
- (b) Receive and give receipts for moneys due and payable to the Corporation from any source.
- (c) Deposit all moneys in the name of the Corporation in banks, trust companies, or other depositories as provided by these Bylaws.
- (d) Write checks and disburse funds to discharge obligations of the Corporation.
- (e) Maintain the financial books and records of the corporation.
- (f) Prepare financial reports at least annually.
- (g) Perform other duties as assigned by the Board of Directors.
- (h) Perform all duties incident to the office of treasurer.

Assistant Officers

4.09. Assistant officers may be created to assist the Board of Directors in the conduct of the affairs of the Corporation. Such assistant officers may be created as needed by the Board of Directors.

ARTICLE V

TRANSACTIONS OF THE CORPORATION

Contracts

5.01. The Board of Directors may by formal action or resolution authorize an officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of or on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of contracts and instruments.

Depository

5.02. The Board of Directors of the Corporation shall designate a depository bank. All

funds of the Corporation shall be deposited with the depository bank.

Potential Conflicts of Interest; Code of Ethics

- 5.03. The members of the Board of Directors shall be governed by the Code of Ethics of the City of Bunker Hill, Texas. If a Director has a substantial interest in a business entity or real property which is the subject of deliberation by the Board, the Director shall file an affidavit with the secretary of the corporation stating the nature and extent of the interest. Such affidavit shall be filed prior to any vote of decision upon the matter by the Board, and the interested Director shall abstain from any vote or decision upon the matter.

Transactions of the Corporation

Staff Support

- 5.04. The Corporation may contract with the City to provide legal, financial and other services for the Corporation upon terms, conditions and compensation as mutually agreeable.

Gifts

- 5.05. The Board of Directors may accept on behalf of the Corporation any gift or bequest provided for the general purposes of or for any special purpose of the Corporation. Special funds shall include all funds from government contracts and gifts designated by a donor for special purposes. All other funds shall be general funds.

Prohibited Acts

- 5.06. As long as the Corporation is in existence, no director, officer or committee member of the Corporation shall:
- (a) Do any act in violation of the Bylaws or bidding obligations of the Corporation.
 - (b) Do any act with the intention of harming the Corporation or any of its operations.
 - (c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation.
 - (d) Receive an improper personal or business benefit from the operation of the Corporation.
 - (e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation.
 - (f) Wrongfully transfer or dispose of Corporation property, including intangible property such as goodwill.
 - (g) Use the name of the Corporation (or any substantially similar) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business.
 - (h) Disclose any of the Corporation business practices, trade secrets or any other information not generally known to the business community to any

- person not authorized to receive it.
- (i) Commit Corporation funds without the prior approval of the Board of Directors.

ARTICLE VI

BOOKS AND RECORDS

Required Books and Records

- 6.01. The Corporation shall cause to be kept correct and complete books and records of account. All books and records of the Corporation may be inspected by Directors of the Corporation at any reasonable time. The Corporation's books and records shall include:
- (a) A file endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the certificate of formation, any articles of amendment, restated articles, and statement of change of registered office or agent.
 - (b) A copy of the Bylaws, and any amended versions or amendments to the Bylaws.
 - (c) Minutes of the proceedings of the Board of Directors.
 - (d) A list of names and addresses of the Directors and officers of the Corporation.
 - (e) A financial statement showing the assets, liabilities, and net worth of the Corporation.
 - (f) A financial statement showing the income and expenses of the Corporation.
 - (g) All rulings, letters, and other documents relating to the Corporation's federal, state and local tax status.
 - (h) The Corporation's federal, state and local information or income tax returns for each of the Corporation's tax years.

Public Information

- 6.02. The Board of Directors is subject to the public information law, Chapter 552, Government Code.

Audits

- 6.03. The Board of Directors shall provide for an independent annual audit of the Corporation's books; provided, further, that an annual audit by the City Council of the Corporation's books and records in conjunction with the annual audit of the City's books and records shall be sufficient.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of October and end on the last day of September.

ARTICLE VIII

AMENDMENTS TO BYLAWS

The Bylaws may be altered, amended, or repealed by the Board of Directors with the consent of the City Council of the City of Bunker Hill, Texas, as evidenced by a resolution of the City Council with the Bylaws attached.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

- 9.01. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit corporations. Further, the Bylaws shall be constructed in accordance with the laws of the State of Texas. All references in the Bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provisions of the Development Corporation Act applicable to corporations governed under Chapter 505 of the Texas Local Government Code, are incorporated within these Bylaws by reference. In the event of any conflict between the applicable provisions of the Development Corporation Act and these Bylaws, then the applicable provisions of such Act shall control.

Legal Construction

- 9.02. If any Bylaw provision is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

Headings

- 9.03. The headings used in the Bylaws are used for convenience and shall not be considered in constructing the terms of the Bylaws.

Seal

- 9.04. The Board of Directors may provide for a corporate seal. Such seal would contain the words "BHV, Inc."

Parties Bound

- 9.05. The Bylaws shall be binding upon and inure to the benefit of the Directors, officers and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors and assigns except as otherwise provided in the Bylaws.

Effective Date

- 9.06. These Bylaws, and any subsequent amendments, hereto, shall be effective of and from the date upon which approval has been given both by the Board of Directors and the City Council of the City of Bunker Hill, Texas.

Miscellaneous Provisions

- 9.07. The Corporation shall indemnify any Director or officer or former Director or officer of the Corporation for the expenses and costs, including attorney fees, actually and necessarily incurred by said officer or director in connection with any claim asserted against said officer or director by action in court or otherwise by reason of such person being or having been a director or officer, except in relation to matters as to which said person shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

Corporation May Provide Insurance

- 9.08. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation to insure such person against any liability asserted against said person by reason of such person being or having been a director, officer, employee or agent of the Corporation. The premiums for such insurance shall be paid for by the Corporation.

Dissolution of the Corporation

- 9.09. The Corporation is a nonprofit corporation. Upon dissolution, all of the Corporation's assets shall be distributed to the City of Bunker Hill.

Signed this ____ day of _____, 2022.

SECRETARY OF THE CORPORATION

CERTIFICATE OF FORMATION

OF

BHV, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

We, Robert P. Lord and Karen Glynn, being the presiding officer and secretary of the governing body of the City of Bunker Hill Village, Texas (the “City”), the unit of government under whose auspices is hereby created BHV, Inc., (the “Corporation”), a nonprofit corporation organized under Chapter 22 of the Texas Business Corporations Code (“The Nonprofit Corporation Act”), acting herein with the approval and at the direction of the governing body of the City, do hereby make and subscribe this Certificate of Formation as follows:

ARTICLE ONE

The name of the Corporation is “BHV, Inc.”

ARTICLE TWO

The Corporation is a nonprofit corporation and is a nonprofit corporation created pursuant to the Nonprofit Corporation Act (the “Act”). In the event of any conflict between any provision of this Certificate of Formation and the Act, then the provisions of the Act shall control.

ARTICLE THREE

The period of duration of the Corporation is perpetual.

ARTICLE FOUR

The Corporation is organized for any and all purposes lawfully permitted by the Section 501(c)(3) of the Internal Revenue Code, as amended. The Corporation is a constituted authority and a public instrumentality within the meaning of the United States Treasury Department and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Internal Revenue Code of 1954, as amended, and the Corporation is authorized to act on behalf of the City as provided in this Certificate of Formation. However, the Corporation is not a political subdivision or political corporation of the State of Texas within the meaning of its Constitution and laws, including, without limitation, Article III, Section 52, of said Constitution, and no agreements, bonds, debts, or obligations of the Corporation are or shall ever be deemed to be the agreements, bonds, debts, or obligations, or the lending of credit, or a grant of public money or thing of value, of or by the City, or any other political corporation, subdivision, or agency of the State of Texas, or a pledge of the faith and credit of any of them.

ARTICLE FIVE

The Corporation has no members and is a nonstock corporation.

ARTICLE SIX

This Certificate of Formation may at any time and from time to time be amended as provided in the Act, as it now exists or may be hereafter amended, so as to make any changes therein and to add any provisions thereto which might have been included in this Certificate of Formation in the first instance. Any such amendment shall be affected in either of the following manners: (i) The members of the Board of Directors of the Corporation shall file with the governing body of the City a written application requesting approval of the amendments to the Articles of Incorporation, specifying in such application the amendments proposed to be made.

The governing body shall consider such application and, if it shall by appropriate resolution duly find and determine it is advisable that the proposed amendments be made, shall approve the form of the proposed amendments. The Board of Directors of the Corporation may then amend the Articles of Incorporation by adopting such amendments at a meeting of the Board of Directors and then delivering articles of amendment to the Secretary of State, or (ii) The governing body of the City may, at its sole discretion, and at any time, amend this Certificate of Formation, and alter or change the structure, organization, programs or activities of the Corporation, or terminate or dissolve the Corporation (subject to the provisions of the Act, and subject to any limitation provided by the Constitutions and laws of the State of Texas and the United States of America on the impairment of contracts entered into by the Corporation) by written resolution adopting the amendment to the Articles of Incorporation of the Corporation or articles of dissolution at a meeting of the governing body of the City and then delivering articles of amendment or dissolution to the Secretary of State, as provided in the Act. Restated Articles of Incorporation may be filed with the Secretary of State as provided in the Act.

ARTICLE SEVEN

The street address of the present registered office of the Corporation is Bunker Hill Village City Hall, 11977 Memorial Drive, Houston, Texas 77024, and the name of its present registered agent is Robert Lord.

ARTICLE EIGHT

The affairs of the Corporation shall be managed by a Board of Directors consisting of six (6) members of the governing body of the City for terms of office coinciding with their respective terms of office with the City, plus one additional member whose term of office shall coincide with

the term of the Office of the Mayor. The names, street addresses, and terms of the initial Board of Directors are as follows:

	<u>Name and Address</u>	<u>Term Expiration Date</u>
(1)	Robert Lord 11977 Memorial Drive Houston, Texas 77024	5/2023
(2)	Laurie Rosenbaum 11977 Memorial Drive Houston, Texas 77024	5/2023
(3)	Keith Brown 11977 Memorial Drive Houston, Texas 77024	5/2023
(4)	Susan Schwartz 11977 Memorial Drive Houston, Texas 77024	5/2024
(5)	Eric Thode 11977 Memorial Drive Houston, Texas 77024	5/2024
(6)	Carl Moerer 11977 Memorial Drive Houston, Texas 77024	5/2024
(7)	Will Franklin 11977 Memorial Drive Houston, Texas 77024	5/2023

Each Director must reside within the City and if such residence ceases, it shall be deemed as a resignation. Directors are removable by the governing body of the City at any time without cause. The Directors shall serve without compensation, unless compensation is proposed and approved by the City's governing body, said compensation in no event to exceed the compensation of the elected officers of the City's governing body, except that such Directors shall be reimbursed for their actual expenses incurred in the performance of their duties. Any vacancy occurring on

the Board of Directors through death, resignation, or otherwise shall be filled by appointment by the governing body of the City, said appointee to hold office until the expiration of the relinquished term.

ARTICLE NINE

The City has specifically authorized the Corporation by Resolution to act on its behalf to further the public purposes stated in said Resolution and this Certificate of Formation, and the City has by said Resolution approved this Certificate of Formation. A copy of such Resolution is attached to this Certificate of Formation and made a part hereof for all purposes.

ARTICLE TEN

No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of expenses shall be distributed to or inure to the benefit of its Directors or officers or any individual, firm, corporation or association, except that in the event the Board of Directors shall determine that sufficient provision has been made for the full payment of the expenses, bonds and other obligations of the Corporation, and if no further income or expenses are anticipated or expected or due, then any net earnings of the Corporation thereafter accruing shall be paid to the City. No part of the Corporation's activities shall be carrying on of propaganda, or otherwise attempting to influence legislation, including but not limited to the legislation of the City, and the Corporation as an entity, or any person on its behalf, shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE ELEVEN

If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal, or mixed, such funds or property or rights thereto

shall not be transferred to private ownership, but shall be transferred and delivered to the City after satisfaction or provision for satisfaction of debts and claims.

ARTICLE TWELVE

The name and street address of the organizer is:

Name:

Robert Lord

Address:

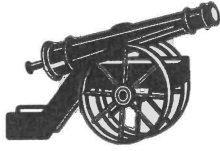
Bunker Hill Village City Hall
11977 Memorial Drive
Houston, Texas 77024

Signed this _____ day of _____, 2022.

Robert P. Lord, Mayor

ATTEST:

Karen Glynn, Acting City Secretary



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: August 16, 2022

Agenda Item No: XVI

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT WITH PUBLIC ADMIN CONSULTING IN AN AMOUNT NOT TO EXCEED \$13,500.00 TO ASSIST IN THE SEARCH FOR A NEW CITY ADMINISTRATOR**

Exhibits: Proposal and Information from Public Admin Consulting
Proposed (Revised) Schedule

Clearance: Karen Glynn, City Administrator/Acting City Secretary

Executive Summary

Following the announcement of retirement plans for the City Administrator, a committee and plan has been developed to find the best replacement for this position. The Search Committee met on August 9, 2022 and agreed to a plan utilizing Public Admin Consulting to assist in this effort.

Public Admin Consulting assisted the City in filling the Finance Position. The firm has submitted the attached proposal and information about the company. In addition, the proposed schedule has been included.

The Search Committee recommends contracting with Public Admin Consulting in an amount not to exceed \$13,500.00.



August 10, 2022

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

RE: ADMINISTRATIVE PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR CITY ADMINISTRATOR REPLACEMENT PROCESS

Dear Mrs. Glynn,

I want to thank you for the opportunity to submit the attached scope of services and agreement for consideration by the City Council to provide consulting services for the replacement of the position of City Administrator due to the announcement of your retirement. The scope of services was developed based on your role as liaison between Public Admin Consulting, LLC ("PAC") and the Selection Committee. The fee for these services is not to exceed the amount of **\$13,500.00**.

Sincerely,

**Diane K.
White**

Diane K. White, President/CEO

Digitally signed by
Diane K. White
Date: 2022.08.10
10:04:28 -05'00'



- I. **SCOPE OF SERVICES** -The City of Bunker Hill Village is recruiting a City Administrator. It is understood that Public Admin Consulting, LLC ("PAC") is to provide consulting services for the replacement of Ms. Karen Glynn, current City Administrator. PAC does not guarantee a replacement will be found but will make every effort to do so as described within this scope and schedule. Completing this process is contingent upon the availability of the committee and candidate schedules. The schedule can adjust if PAC and City Administrator agrees upon such adjustment due to the quality of the candidate pool and scheduling conflicts. PAC will provide the strictest level of confidentiality concerning the information candidates provide. No information will be provided to anyone outside the Selection Committee or the City Council at any time.

Schedule	From the time agreement is signed through November 30, 2022
Project Owner	Karen H. Glynn, City Administrator/Bunker Hill Village
Project Manager	Diane K. White, President/Public Admin Consulting
Project Cost	\$13,500.00 (NOT TO EXCEED)

PAC will perform the following:

- 1) Work with the Project Owner to develop a job description, posting, and total compensation.
- 2) Disseminate posting on local networking platforms, including – Texas Municipal League (TML), Texas City Manager's Association (TCMA) Region 6, covering Southeast Texas, and PAC network. This effort is to include the State of Texas, focusing on the Gulf Coast Region.
- 3) Track all candidate submissions in Excel Matrix and provide them to the Project Owner weekly.
- 4) Work with the Project Owner to develop interview questions.
- 5) Review all applicant submissions to determine qualified candidates based on the position's posting.
 - a) Research candidates via the web, newspaper articles, online web presence (social media), if employed at a City – review videos, agendas/minutes on performance, and presentation of self.
- 6) PAC to act as the main point of contact for all interactions with potential candidates.
- 7) Preliminary Virtual Interview -PAC to meet with potential candidates to determine actual interest and advancement to Round One Selection Committee.
 - a) These interviews will happen after step 5 has taken place
 - b) The interview will be no longer than One Hour
 - c) PAC will develop questions for this step

- 8) Round One - Selection Committee Interviews – *Interviews to take no longer than 2 hours.*
 - a) PAC will coordinate with the Project Owner on the dates for the Selection Committee to perform Round One interviews.
 - b) PAC will make every effort to limit the number of times that the Selection Committee may meet. However, there may be multiple candidates for one meeting or just one.
 - c) Work with the Project Owner to develop logistics for Candidate presentations. *Recommend Committee develop instructions for the Round Two interviews that PAC will relay to the candidate.*
 - d) PAC will attend Round One Selection committee interviews as an observer only.
 - e) The selection committee will provide input on each candidate at the end of each committee meeting to PAC and decision to advance to the next round.

 - 9) Round Two – To include Selection Committee, Tour, and staff introductions
 - a) References – Depending on the candidate's submission – References will be checked once Selection Committee advances the candidate to Round Two.
 - b) PAC will attend Round Two Selection committee interviews as an observer only.
 - c) A situation may arise where Round One and Round Two interviews overlap.

 - 10) Candidate Selection – PAC will assist the Committee with their recommendation to City Council and continue coordinating with the final applicant on all related logistics.
- II. ESTIMATED COSTS** - PAC charges a single project fee so that there is never a "meter running". We are committed to as much time as necessary to fulfill the tasks outlined in the Scope of Services. Based on the effort involved, the project cost is not to exceed the amount of **\$13,500.00**. PAC will provide digital copies of all deliverables in formats requested by the City. All fees include travel time. If required, PAC will bill at costs to City. This project will be billed monthly. Payment will be due thirty (30) days after the date of the invoice. Checks or drafts should be made payable to "Public Admin Consulting, LLC."
- III. INDEPENDENT CONTRACTOR** - PAC shall perform its obligations under this agreement as an independent contractor and not as an officer, agent, servant, or employee of the City. No person performing any obligations under this agreement shall be considered an officer, agent, servant, or employee of the City, and no such persons shall be entitled to any benefits available or granted to employees of the City. Nothing in this agreement or in the performance of obligations under this agreement shall be construed as creating a partnership or joint venture between the City and PAC.
- IV. PERFORMANCE STANDARDS** - Services shall be performed in accordance with industry standards. Should any of the services prove inaccurate, inadequate, or otherwise deficient, PAC agrees to promptly correct all deficiencies at PAC's expense and deliver the corrected work products to the City.



- V. **TERM/TERMINATION** - This Agreement shall commence on the effective date of the agreement. Either party may terminate this agreement in writing after a (30) days' notice. The City agrees to pay PAC for all services performed in a timely manner.
- VI. **INSURANCE** - PAC acknowledges that the obligation to obtain appropriate insurance coverage for the benefit of PAC and any employees of PAC is the obligation of PAC.
- VII. **NON-EXCLUSIVITY** - This Agreement is not exclusive. PAC shall have the right at any time to provide consulting services for other clients. PAC shall fully comply with the City's Conflict of Interest Policy in completing work for others.
- VIII. **INDEMNIFICATION** - PAC agrees to indemnify and hold the City harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against PAC that result from the acts or omissions of PAC, her employees, and agents. PAC waives any rights of recovery from the City for any injuries that PAC or any employees of PAC may sustain while performing the Scope of Services that are incurred as a result of the negligence of PAC or any employees of PAC. Notwithstanding the foregoing, PAC assumes no liability with respect to the efficacy of advice given.
- IX. **ENTIRE AGREEMENT** - This Agreement is the entire agreement between the City and the PAC with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements, and understandings with respect thereto. This agreement may only be amended by a written document duly executed by the parties.
- X. **SEVERABILITY** - If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XI. **APPLICABLE LAW** - This Agreement shall be governed by the laws of the State of Texas in the event of any dispute concerning this agreement or the services provided hereunder.

AGREED TO AND APPROVED this, the _____ day of _____, 2022.

By: _____ Digitally signed by Diane K. White
Diane K. White
Date: 2022.08.10 10:06:07 -05'00'
President/CEO, Public Admin Consulting, LLC.

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

Diane K. White

281-352-6729

dw@publicadminconsulting.com

www.publicadminconsulting.com



PROFESSIONAL EXPERIENCE

Public Admin Consulting, LLC, Texas

Chief Executive Officer

2018-present

- Provide professional consulting at the highest level of integrity focused on project-based engagements that add value for our clients.

City of Bellaire, Texas

Assistant City Manager

2007-2018

Budget Director

2002-2007

- Effectively performed executive level administration necessary to direct the Finance, Human Resources, Technology, Capital Project Management, and Library services departments.
- Managed and integrated programs with other City departments.
- Prepared and presented monthly, quarterly, and annual budgets to the City Council.
- Successfully led several operational teams.
- Performed as Planning Chief for Emergency Operations.
- Developed financial management policy statements.
- Reorganized staff loads, instituted cross training, and developed efficiency plans to successfully mitigate staff reductions and fluctuating economic conditions with minimal effect on customer service levels.
- Oversaw a \$33 million budget.
- Streamlined budget development review process to improve timeline and information needed from all departments allowing for less duplication of effort and a horizontal alignment across departments.
- Developed successful working relationships with corporate entities to allow for transparency of effort and goals within the regional area.
- Board liaison to several boards and committees, including Sunset Review Committee, Evelyn's Park Conservancy Board, Facilities Committee, Drainage and Infrastructure Committee; Cultural Arts Board, Harris County Flood Control District Liaison, CenterPoint Liaison, Chamber Business Focus Group Team Lead, and Centennial Committee.
- An integral part of facilities implementation efforts for an \$18.6 million project.

Town of Atlantic Beach, North Carolina

Finance Director

2000-2001

- Administered the activities of the Finance Department, including the program areas of accounting, payroll, banking and investment services, purchasing, auditing, budget, utility billings, debt services, property/liability risk management, and related financial functions.
- Administered a \$13 million annual budget.
- Received the first Town Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officer's Association.
- Supervised four staff members.

City of Sugar Land, Texas

Budget Analyst	1997-1999
Capital Improvements Project (CIP) Administrative Assistant	1996-1997

- Assisted in preparing a \$65 million annual operating budget and compiled the information into a presentation format.
- Assisted the departments in preparing program budget components, including service level objectives and key performance indicators.
- Compiled, analyzed, and developed reports for budget and key performance indicators.
- Maintained financial forecast databases, analyzed data, and prepared revenue and expenditure forecasts.
- Audited key performance indicators and cost-saving programs for accuracy.
- Answered questions and researched problems for city departments.
- Prepared monthly reports for investments, sales tax remittances, budget requirements, and city finances.
- Prepared procedural guidelines, instructions, memos, and reports.
- Communicated with all levels of City Management.
- Assisted with developing and implementing the Five Year Capital Improvement Program (CIP).

EDUCATION

University of Houston

Bachelor of Science Economics - 1996

Master of Business Administration – 1999

PROFESSIONAL ASSOCIATIONS

Texas City Managers Association (TCMA)

Texas City Managers Association Region VI (TCMA)

American Public Works Association (APWA)

MILITARY

United States Army - Hawk Fire Control Crew Member (16E) - 1988 –1991



City of Bunker Hill Village
 Search for New City Administrator
 August 2022

Advertisements: TML/ TCMA Posting; City Website Emails to Other Villages; TCMA, Region 6 Distribution List, Etc.	
NOTE: TML Conference October 4 – 7	
Action Items:	Timing:
Council Receives Letter of Resignation Closed Executive Session to Discuss Plan and Process	August 4, 2022
Determine Process, Select Search Firm and Search Committee	August 4, 2022
City Council - Approve Contract if Applicable	August 16, 2022
Update Job Description, Compensation Package, Develop Advertisements	3 weeks
Committee to Review Job Description and Compensation Package	September 7, 2022
Work with Consultant to determine advertisements, email list, etc.	Week of Sept 12 th
Update City Council; Review Salary Range, Job Description and Plan	September 20, 2022
Advertisements for the First Round of Applicants	Sept 21 - Oct 12, 2022
Share Information on Position and Meet with Potential Candidates at TML	October 5-7
Interview Process – To Be Determined: Zoom, In-Person, Tours, etc.	Late Oct – Early Nov
Council Review of Applicants and Recommendation of Search Committee; Possibly Meet Recommended Candidate; Council Action When Needed	November 15, 2022
Selected Candidate to give Notice (4-6 weeks); City Preps for New City Admin	January 2023
New Hire Date	Dec 2022 or Jan 2023