

CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: June 21, 2022

Agenda Item No: II

Subject/Proceeding: **DISCUSSION AND DIRECTION ON GOALS AND PRIORITIES
FOR THE CITY'S PROPOSED FY 2023 BUDGET AND 2022 TAX
RATE TO SUPPORT THE BUDGET**

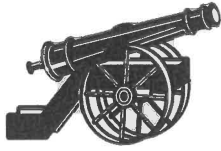
Exhibits: *N/A*

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

Executive Summary

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

Staff will step through the assumptions for the proposed 2023 Budget and 2022 Tax Rate to begin the budget process. Staff looks forward to gaining Council input and direction in preparation for the 2023 Budget Workshop planned for June 29, 2022.



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

Agenda Date: June 21, 2022

Agenda Item No: V

Subject/Proceeding: PRESENTATION & PUBLIC HEARING

CONSIDERATION AND POSSIBLE ACTION ON AN AMENDMENT TO THE EXISTING SPECIFIC USE PERMIT FOR PARATUS MEMORIAL, A SCHOOL LOCATED AT 11750 MEMORIAL DRIVE (MEMORIAL DRIVE CHRISTIAN CHURCH) TO MODIFY THE PLAYGROUND AREA(S) AND ADD FENCING AND GATES TO SECURE THE SITE

Exhibits: Proposed Ordinance No. 22-577 Amending Ordinance No. 20-528
Specific Use Permit Application and Site Plans
Ordinance No. 20-528 Specific Use Permit for Paratus Memorial

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

Executive Summary

A Specific Use Permit for Paratus Memorial, a private school located at 11750 Memorial Drive, was approved by the City Council (*as recommended by the Planning and Zoning Commission*) on August 18, 2020. Paratus Memorial has submitted an application to amend the Specific Use Permit to modify the playground areas and to add fencing and a gate to secure the property and improve the safety of their students. This request requires an amendment to the existing Specific Use Permit to update the site plan.

Analysis

The purpose of the SUP process and regulations is to allow the proper integration of uses which may be suitable only in specific locations within the City.

Future requests by applicants must meet the existing Specific Use Permit or an amendment is required.

As stated in the Code of Ordinances, before any specific use is permitted in the applicable zoning district, a report from the Planning and Zoning Commission must be directed to the City Council accompanied by the Commission's recommendation for approval or denial. The report shall include, but need not be limited to, the impact of the amendment on items such as:

- *Ingress and egress*: Ingress and egress to the property and proposed structures thereon, with particular reference to automobile and pedestrian safety and convenience, traffic flow and control, and access in the event of fire or other catastrophe.
- *Screening and buffering*: Screening and buffering, either or both, with reference to type, dimensions, and character.
- *Trees, yards and open spaces*: Landscaping and required yards, open spaces, and building setback lines.
- *Compatibility*: General compatibility with adjacent properties and other properties in the district and city.
- *Conformity*: The conformity of the proposed use with the requirements and intent of this ordinance and the comprehensive plan of the city.

The purpose of the SUP Process is to look at individual sites on a case-by-case basis and determine if the proposal would negatively impact adjacent properties and the City as a whole.

The SUP Process provides for conditions to be included to ensure specific concerns are addressed for the various factors.

Process

Paratus Memorial submitted an application to amend the Specific Use Permit to modify the playground areas and to add fencing and a gate to secure the property and improve the safety of their students.

The Planning and Zoning Commission held a workshop on the amendment on September 30, 2021, and a public hearing on November 18, 2021. There were 3 residents that reside on Providence Park, adjacent to the school, that spoke at the public hearing with concerns regarding the perimeter fence. It was the Staff's intent to meet with the residents to understand the concerns; however, a meeting never came to fruition. Written comments were requested from the residents by the staff so these could be shared with the Commission at the next meeting. Resident, Liz Franklin, contacted the staff via email and recommended a design for the fence which included brick columns. No other comments were received.

Minor modifications for safety purposes were approved and constructed for the existing playground fencing as discussed with the Commission in November. In addition, the Fire Marshall performed a safety inspection, and the site met all code requirements.

A Planning and Zoning Commission Meeting was held on Wednesday, January 26, 2022. Residents once again spoke at the meeting and opposed the proposed SUP Application. The Commission discussed the concerns presented under public comment and shared concerns with the applicant. No action was taken at the January 2022 Meeting.

A Planning and Zoning Commission Meeting was held on Tuesday, April 26, 2022. Paratus Memorial requested to continue the process for the current application and submitted an amended proposal for the design of the fence. The design included brick columns, with an exhibit that shows the location of the columns.

Residents once again spoke at the meeting and opposed the proposed SUP Application.

Over the course of the Planning and Zoning Commission Meetings, several concerns were raised regarding the use of the site, in terms of grade levels; however, there was not a grade level requirement on the SUP. In addition, concerns were shared regarding activity in the parking lot and traffic on Memorial. Lastly, a concern was noted on a possible change of ownership; however, it was noted to the public that the Specific Use Permit approves a “use” that goes with the land and not the owner.

Review of Current Specific Use Permit

Staff had been asked if Paratus Memorial is in compliance with the Specific Use Permit approved in August 2020. In review of the permit, Paratus Memorial has not installed the approved signage on the existing sign structures. Plans have been submitted and a permit issued. It is staff's understanding that the sign should be installed in mid-July.

All other items are in compliance. The Village Fire Department, Fire Marshall has inspected the facility and sees no concerns. The Memorial Villages Police Department has indicated no concerns for traffic or parking. The Police Department did note some concerns in the parking lot and do support the proposed gates for the driveways during the evening and night.

Staff also observed the afternoon pick up and did not see any back ups on Memorial or any activity in the parking lot. These observations were made over a two-week period.

Staff also asked residents to contact the city if there were any concerns for traffic or activities. Staff has received no contact. Residents have indicated that a petition may be submitted to the City in opposition to the amendment.

Planning and Zoning Commission Recommendation

On April 26, 2022, the Planning and Zoning Commission unanimously recommended that the City Council not approve the proposed amendment to the existing Specific Use Permit until the existing SUP is fully in compliance.

Conclusion

The purpose of this meeting is to present the proposed Specific Use Permit Amendment and hold a Public Hearing. In addition, the Council has the opportunity for consideration and possible action on the draft Ordinance to Amend the Specific Use Permit for Paratus Memorial.

ORDINANCE NO. 22-577

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, AMENDING APPENDIX “A” OF THE CODE OF ORDINANCES OF THE CITY, SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF SAID CITY, BY GRANTING AN AMENDMENT TO THE SPECIFIC USE PERMIT TO THE PARATUS MEMORIAL, 11750 MEMORIAL DRIVE FOR RELIGIOUS AND EDUCATIONAL PURPOSES TO MODIFY THE PLAYGROUND AREA(S) AND ADD FENCING AND GATES TO SECURE THE SITE; PROVIDING FOR REPEAL; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, Section 8.02 of Appendix “A: of the Code of Ordinances of the City of Bunker Hill Village, Texas, said Appendix “A” being the comprehensive zoning ordinance of said City, permits the use of educational and religious facilities only pursuant to a specific use permit granted in accordance with Article VIII of said Appendix “A”; and

WHEREAS, The Paratus Memorial was granted a specific use permit, by approval of the City Council as recommended by the Planning and Zoning Commission, to authorize the use of educational and religious facilities on the premises at 11750 Memorial Drive located within said City in August 2020; and

WHEREAS, The Paratus Memorial has applied for an amendment to the specific use permit to authorize the reconfiguration of playground areas in addition to the addition of perimeter fencing and gates for security needs, in accordance with the plan attached hereto as Exhibits “A1 – A4” and made a part hereof for all purposes; and

WHEREAS, the Planning & Zoning Commission of said City, after notice and hearings as required by law, has recommended that the City Council grant the specific use permit; and

WHEREAS, the City Council, following notice and hearing as required by law, concurs with the recommendation of the Planning & Zoning Commission that such specific use permit should be granted; now, therefore

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

Section 1. An amendment to the specific use permit authorizing the reconfiguration of playground areas and the addition of perimeter fencing to compliment the use of an educational and religious facility, located on the premises of 11750 Memorial Drive, Bunker Hill Village, Texas, as shown on Exhibit “A1” Location Map, is hereby granted in accordance with the site plan attached hereto as Exhibits “A1 - A4” and in accordance with and subject to the special terms and conditions set forth in Section 2 of this Ordinance. Exhibits “A1 - A4” are made a part of this Ordinance for all purposes.

Section 2. The granting of the Amendment to the Specific Use Permit as set forth in Section 1 above is subject to the following additional terms and conditions:

- a. Modifications to the playground and outdoor space shall be in accordance with the site plan attached hereto as Exhibit “A-2.” Any additional playgrounds or play areas or any expansion of currently existing playgrounds or play areas will require an amendment to this Specific Use Permit.
- b. A perimeter fence and gate system to be installed shall be in accordance with the plan shown as Exhibit “A-3.” The design of the fence shall be as demonstrated on Exhibit “A-4” and “A-5.”
- c. The site shall be maintained in accordance with these additional exhibits.
- d. All operations not regulated herein shall comply with all City ordinances.

Section 3. Repeal. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. Penalty. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2000. Each day of violation shall constitute a separate offense.

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

PASSED, APPROVED, AND ORDAINED this 21st day of June, 2022

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary

Exhibits:

- A-1 Location Map
- A-2 Site Plan with Additional Playground Areas
- A-3 Site Plan with Fencing Area
- A-4 Fence Details - (*Maximum Height of 8-Feet*)
- A-5 Brick Column Locations

Specific Use Permit – Ordinance No. 22-xxxx
Paratus Memorial
11750 Memorial Drive
Amendment to SUP
June 2022

Exhibit A – 1
Location Map
11750 Memorial Drive

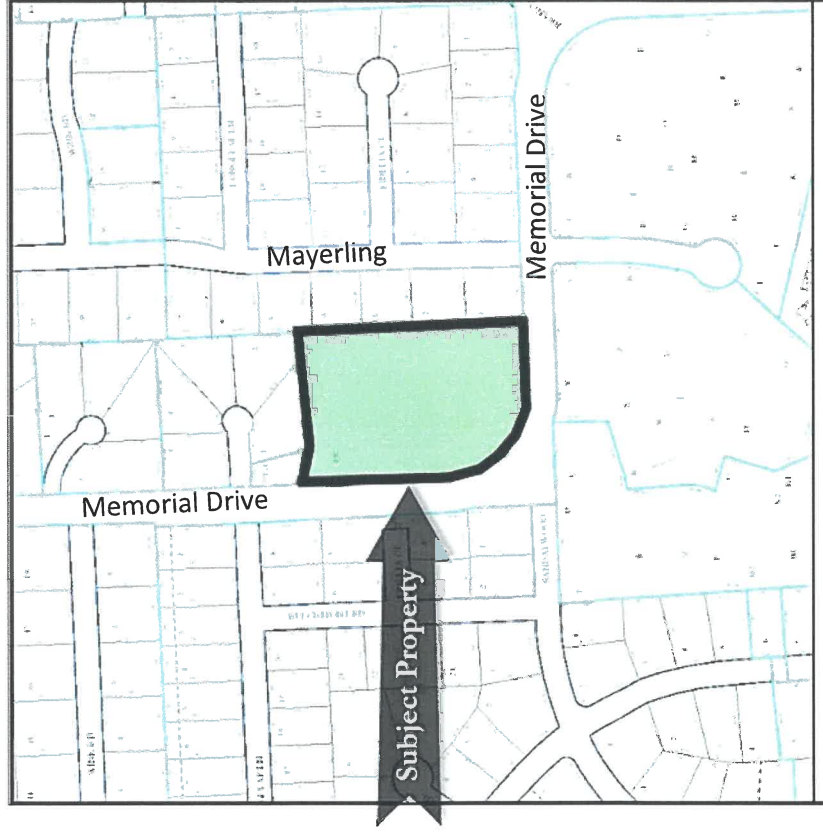
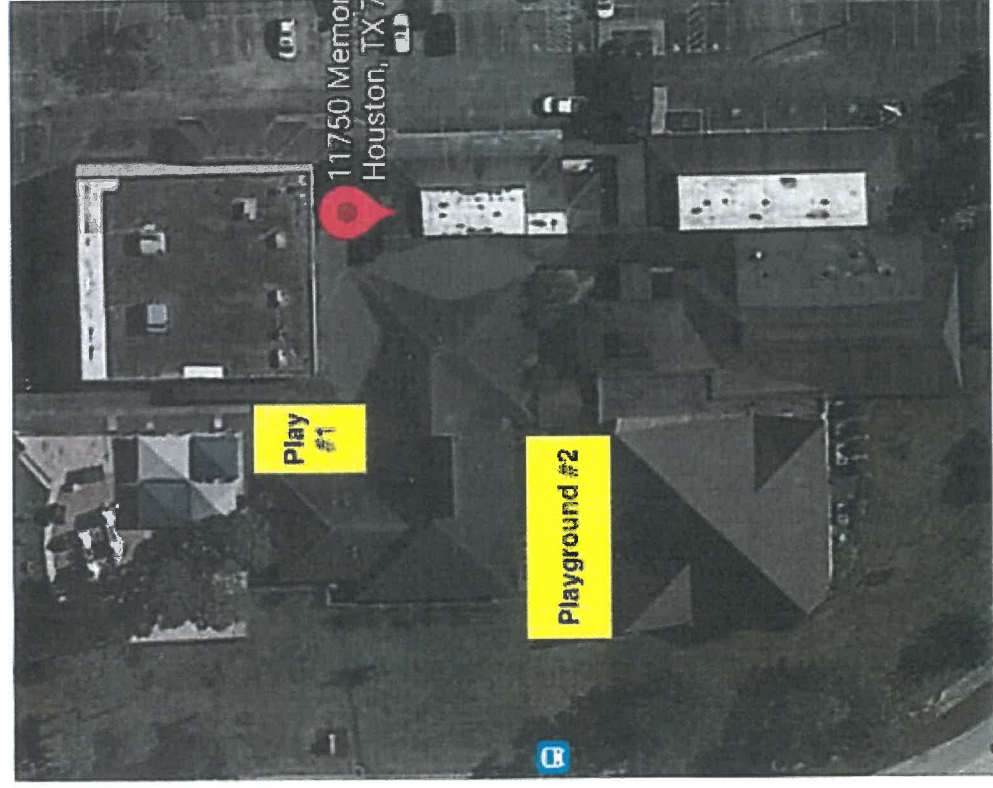
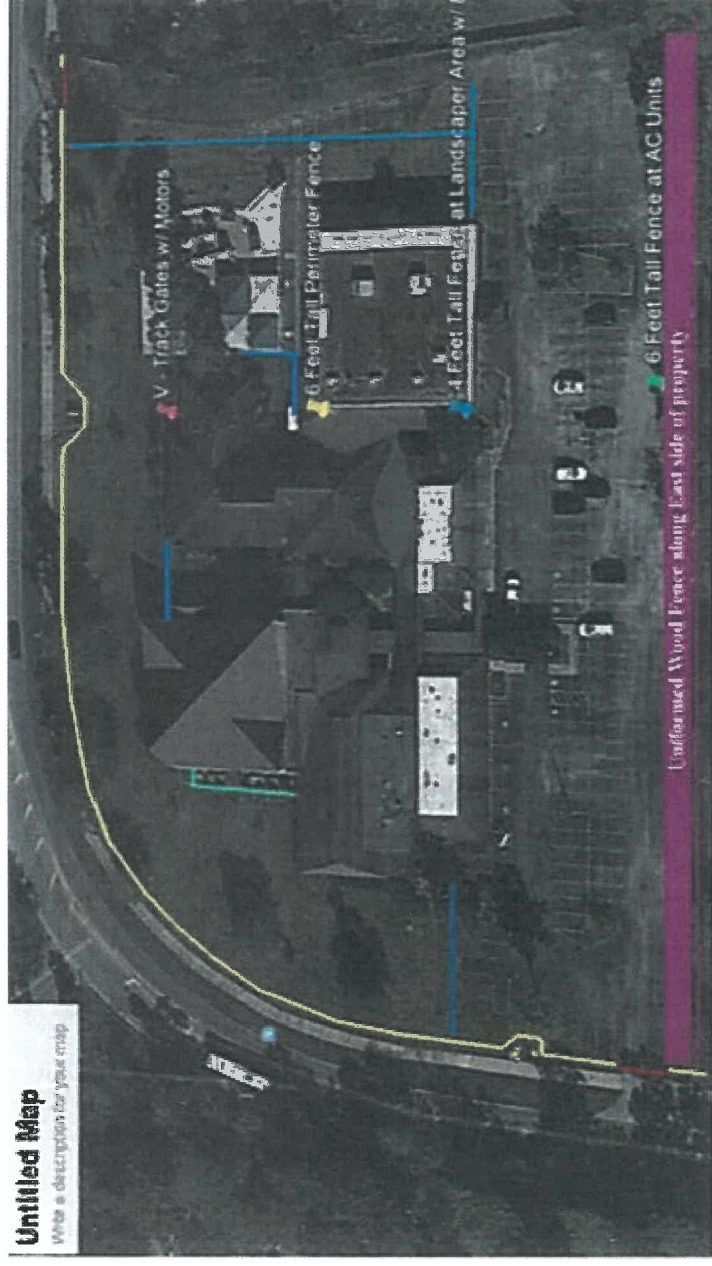


Exhibit A – 2
Additional Playground Areas



Specific Use Permit – Ordinance No. 22-xxxx
Paratus Memorial
11750 Memorial Drive
Amendment to SUP
June 2022

Perimeter Fence and Gate Location



Specific Use Permit – Ordinance No. 22-xxxx
Paratus Memorial
11750 Memorial Drive
Amendment to SUP
June 2022

Exhibit A - 4
Fence Design (Maximum Height of 8-Feet)

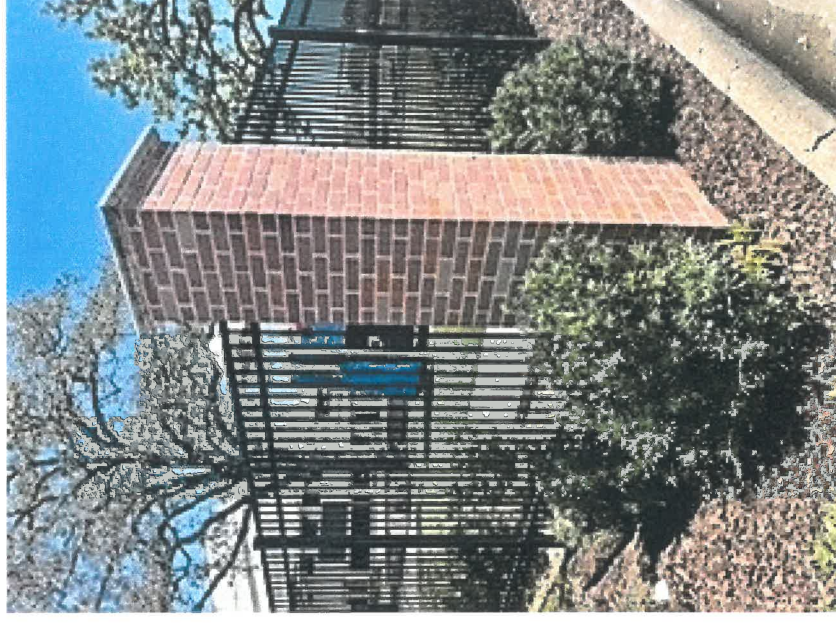
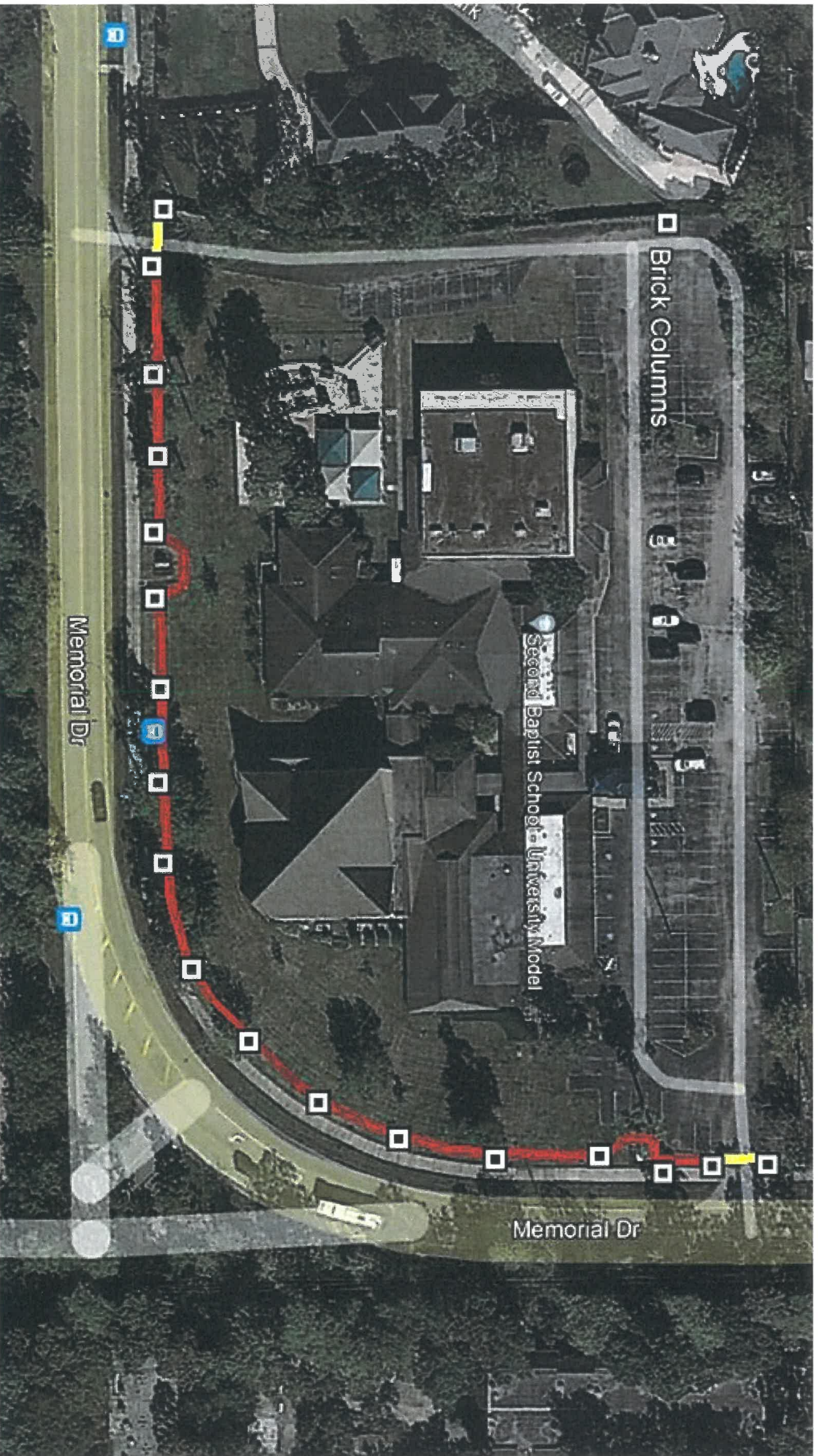


Exhibit A-5
Brick Column Locations





City of BUNKER HILL VILLAGE

APPLICATION FOR SPECIFIC USE PERMIT

Entity Making Application: PARATUS MEMORIAL

Representative's Name: BEAU DOLLINS

Mailing Address: 11750 MEMORIAL DR Zip: 77024

Property Address (If Different): _____

Phone: 832-647-5698 Email: BEAU@PARATUSCLASSICALACADEMY.ORG

Category of Project (See 8.02 Below) A & E Zoning District A B


Description of Project: Modify the existing SUP to allow for the playground(s) to be moved further to south and west to the proposed locations on the proposed modified exhibits, utilizing westward facing portions of the property towards the City of Houston that will further contain the locations of the playground(s). Modify the existing SUP with the proposed fencing and gates in accordance with the descriptions and examples included with this application's exhibits to allow for the property to both be secured and allow for additional safety of children from vehicles and pedestrians on Memorial Drive.

(This description may be used for all meeting and public notices)

Comments for Consideration of the Application: Paratus Memorial would like to modify the existing SUP in order to provide for safer playground environment for children by both moving the playgrounds to more protected areas of the property and allow for fencing to ensure that a child could not easily access Memorial Drive. Currently, there is no cross fencing or barrier to restrict a child from reaching Memorial Dr, which could easily cause an unsafe and potentially deadly situation. Additionally, Paratus Memorial would like to include some interior cross-fencing and gates to further secure the property, including the ability to repair an

existing fence or have a uniformed fence along the eastside of the property for the protection and safety of children.

Signature of Applicant



Date

8/9/21

Attachments as applicable:

- Site Plan
- Any Additional Information

A fee of \$1,000.00 is required for processing

§ 8.01. - Purpose.

2015 SUP application.doc

The purpose of the regulations described in this article is to allow within the city the proper integration of uses which may be suitable only in specific locations within the city's two (2) zoning districts.

§ 8.02. - Uses requiring permits.

In addition to the certificate of zoning compliance called for in this ordinance, a specific use permit shall be required before any of the following specific uses will be permitted within either of the two (2) zoning districts of the city:

- A. *Churches.* Churches or other places of religious worship.
- B. *Subdivision or homeowner association recreation centers.* Subdivision or homeowners association swimming pools and recreation centers.
- C. *Utility regulator stations.* Gas, electric, or public utility regulator stations.
- D. *Telecommunications facilities.* Buildings, equipment, transmission/receiving towers, and other necessary ancillary structures of telecommunications providers. Provided, however, no specific use permit for a telecommunications facility shall be approved if:
 - 1. The proposed facility would adversely affect the residential integrity of adjacent or area neighborhoods;
 - 2. The proposed facility would create visual blight;
 - 3. The proposed facility would create noise or light pollution; or
 - 4. The proposed facility would create a nuisance to adjacent or area properties; and
 - 5. The applicant is unable to establish that it cannot provide service to the city from other available locations or existing facilities;
 - 6. The proposed facility would fail to utilize state of the art technology to achieve the above objectives; or
 - 7. The proposed facility would fail to comply with all safety standards promulgated by the Federal Communications Commission, or other agency having jurisdiction thereover.Provided further, each applicant for a specific use permit shall demonstrate that in designing the proposed telecommunications facility it has utilized state of the art technology to minimize adverse effects to the residential integrity of surrounding or area residential properties. In addition, each facility authorized hereby shall comply fully with all applicable safety standards established or hereafter promulgated by any state or federal law, or agency rule or regulation, applicable thereto.
- E. *Educational facilities.* Public or private, primary or secondary institutions of learning.

(Ord. No. 97-200, § 1, 8-19-97; Ord. No. 11-404, § 2, 9-20-11)

§ 8.03. - Procedure.

A specific use permit is an amendment to the district regulations of this ordinance and permits the permanent establishment of a specific use within a zoning district. The following conditions and procedures shall attend an application for a specific use permit:

- A. *Amendment required.* The director of public works shall not issue a certificate of zoning compliance for such specific uses as may be hereafter created, changed, converted, or enlarged, in whole or in part, until and unless a specific use permit has been obtained in accordance with the amendment procedures set forth in article XIII of this ordinance.
- B. *Application requirements.* Application for a specific use permit shall be made by the property owner or his or its certified agent or representative to the planning and zoning commission on forms prescribed for that purpose by the city council. Such application shall be accompanied by a plot plan as set forth in section 10.04 of this ordinance. Specific use permits, revocable, conditional, or valid for a term period, may be issued for any of the uses or purposes for which such permits are required or permitted by the terms hereof. Granting a specific use permit does not exempt the applicant from complying with the requirements of the building code and all other ordinances of the city.
- C. *Considerations.* In considering any application for a specific use permit, the planning and zoning commission shall give due regard to the nature and condition of all adjacent land, uses, and structures. Such commission may recommend disapproval of an application for a specific use permit or approval subject to such requirements and conditions with respect to

location, construction, maintenance, and operation, in addition to the regulations of the district in which the particular use is located, as it may deem necessary for the protection of adjacent properties and the public interest.

§ 8.04. - Planning and zoning commission report.

Before any specific use is permitted in the applicable zoning district, a report from the planning and zoning commission must be directed to the city council accompanied by the commission's recommendation for approval or denial. The report shall include, but need not be limited to, the following:

- A. *Ingress and egress.* Ingress and egress to the property and proposed structures thereon, with particular reference to automobile and pedestrian safety and convenience, traffic flow and control, and access in the event of fire or other catastrophe.
- B. *Off-street parking.* Off-street parking and loading areas where required, with particular attention to the items set forth in subsection A of this section, and the economic, noise, glare, and other affects [effects] of the specific use on adjoining properties and other properties generally in the district and city.
- C. *Service areas.* Refuse and service areas, with particular reference to the items set forth in subsections A and B of this section.

- D. *Utilities.* Utilities with reference to location, availability, and compatibility.
- E. *Screening and buffering.* Screening and buffering, either or both, with reference to type, dimensions, and character.
- F. *Signs and lighting.* Sign location and size, proposed exterior lighting with reference to glare and traffic safety and compatibility and harmony with adjacent property and other properties generally in the district and city.
- G. *Yards and open spaces.* Landscaping and required yards, open spaces, and building setback lines.
- H. *Compatibility.* General compatibility with adjacent properties and other properties in the district and city.
- I. *Conformity.* The conformity of the proposed use with the requirements and intent of this ordinance and the comprehensive plan of the city.

§ 8.05. - City council action.

The city council may accept or reject the recommendation of the planning and zoning commission and in conjunction therewith may grant or deny the application for a specific use permit. Every specific use permit granted by the city council shall be considered an amendment to this ordinance, as applicable to such property. In granting such permit, the city council may impose conditions which must be complied with by the grantee thereof before a certificate of zoning compliance may be issued by the director of public works for the use of the buildings and structures on such property pursuant to said specific use permit. Such conditions shall not be construed as conditions precedent to the granting of the specific use permit, but shall be construed as conditions precedent to the granting of a certificate of zoning compliance. Following the passage of a specific use permit ordinance by the city council, the director of public works may issue a building permit for the pertinent property as provided in article X hereof, and shall insure that development of such property is undertaken and completed in accordance with such specific use and building permits.

Cross reference— City council, § 2-26 et seq.

ORDINANCE NO. 20-528

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, AMENDING APPENDIX "A" OF THE CODE OF ORDINANCES OF THE CITY, SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF SAID CITY, BY GRANTING A SPECIFIC USE PERMIT TO THE PARATUS MEMORIAL, 11750 MEMORIAL DRIVE FOR RELIGIOUS AND EDUCATIONAL PURPOSES; PROVIDING FOR REPEAL; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

WHEREAS, Section 8.02 of Appendix "A: of the Code of Ordinances of the City of Bunker Hill Village, Texas, said Appendix "A" being the comprehensive zoning ordinance of said City, permits the use of educational and religious facilities only pursuant to a specific use permit granted in accordance with Article VIII of said Appendix "A"; and

WHEREAS, The Memorial Drive Christian Church has been in use on the premises at 11750 Memorial Drive located within said City, since the City's incorporation in 1954; and

WHEREAS, The Paratus Memorial has applied for a specific use permit to authorize the use of educational and religious facilities on the premises at 11750 Memorial Drive located within said City, in accordance with the plan attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Planning & Zoning Commission of said City, after notice and hearings as required by law, has recommended that the City Council grant the specific use permit; and

WHEREAS, the City Council, following notice and hearing as required by law, concurs with the recommendation of the Planning & Zoning Commission that such specific use permit should be granted; now, therefore

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

Section 1. A specific use permit authorizing the use of an educational and religious facility, to be located on the premises of 11750 Memorial Drive, Bunker Hill

Village, Texas, is hereby granted in accordance with the site plan attached hereto as Exhibit "A" and in accordance with and subject to the special terms and conditions set forth in Section 2 of this Ordinance. Said Exhibit "A" is made a part of this Ordinance for all purposes.

Section 2. The granting of the Specific Use Permit as set forth in Section 1 above is subject to the following additional terms and conditions:

- a. All areas of the building will be used for education and religious use and shall meet all requirements of the Fire Code as approved by the City and administered by the Village Fire Department Fire Marshall.
- b. The parking consists of 160 parking spaces. Parking on or along Memorial Drive shall be prohibited and unlawful; there shall be no school zones installed; all stacking of vehicles shall be on the property, as proposed in the parking and traffic plan as shown in Exhibit C attached hereto; there shall be no negative impact to the traffic on Memorial Drive. Additional parking may be arranged offsite at other off-street parking facilities.
- c. The maximum number of students on site at any given time shall not exceed the capacity of the area as required by the Fire Code approved by the City and administered by the Village Fire Department Fire Marshall. The layout of the buildings are shown on Exhibit B attached hereto.
- d. All food services shall comply with the City and County's public health requirements.
- e. The existing playground and outdoor space as shown in Exhibit A is designated for play. Any additional playgrounds or play areas or any expansion of currently existing playgrounds or play areas will require an amendment to this Specific Use Permit.
- f. The two existing signs will be permitted on the site at the locations shown on Exhibit D.

- g. The existing lighting of the parking lot will continue as currently shown on Exhibit E and will continue in accordance with the current operations via a sensor device. Any future adjustments or modifications to the exterior lighting shall comply with the then current lighting standard or will require an amendment to the Specific Use Permit.
- h. Worship and religious services, community meetings, day care, preschool, educational, religious, and community related opportunities may continue in the facilities. All uses and events shall follow the regulations set forth in Section 10-74 of the City's Code of Ordinances.
- i. The site shall be maintained in accordance with the attached site plan (Exhibit A).
- j. All operations not regulated herein shall comply with all City ordinances.

Section 3. Repeal. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. Penalty. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2000. Each day of violation shall constitute a separate offense.

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

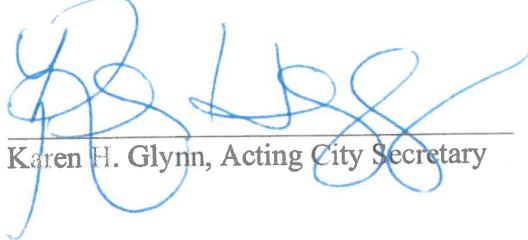
notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND ORDAINED this 18th day of August, 2020



Robert P. Lord, Mayor

ATTEST:



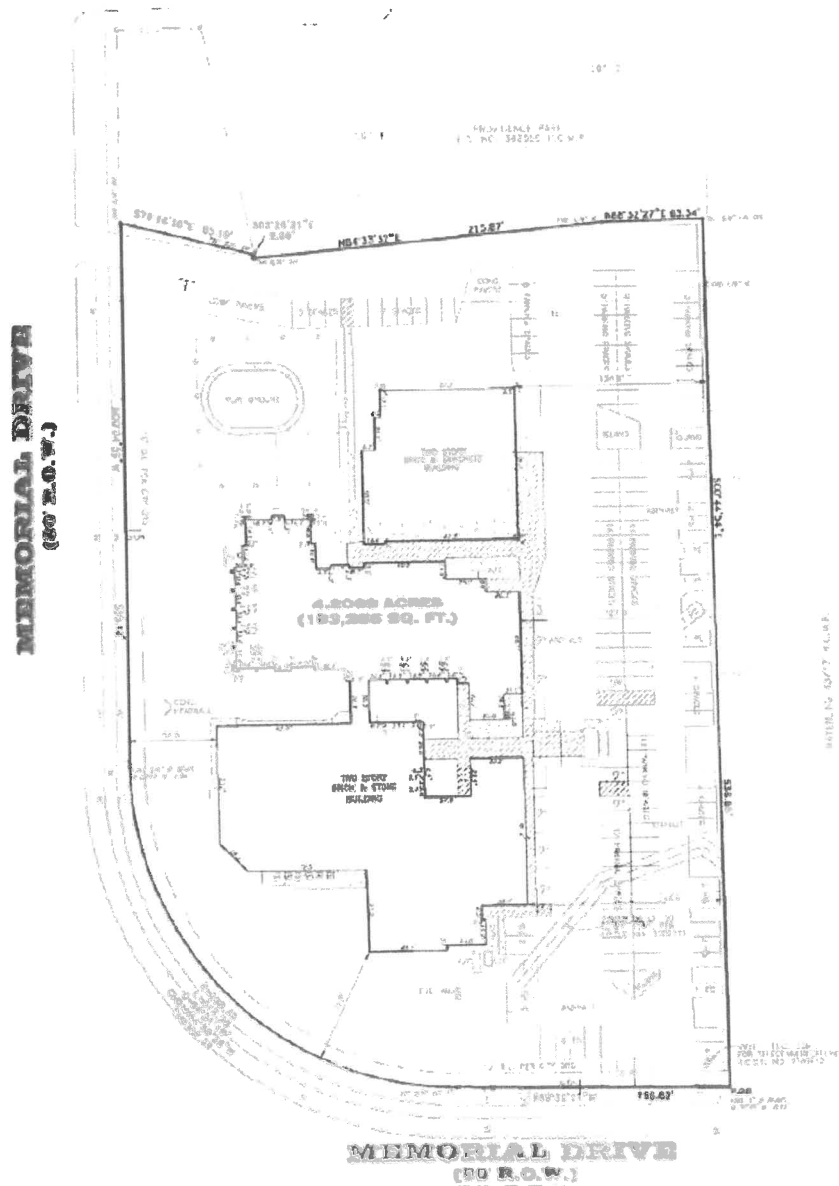
Karen H. Glynn, Acting City Secretary

Exhibits:

- A Site Plan
- B Floor Plan for Educational Purposes
- C Traffic Plan
- D Sign Renderings & Locations
- E Lighting Layout

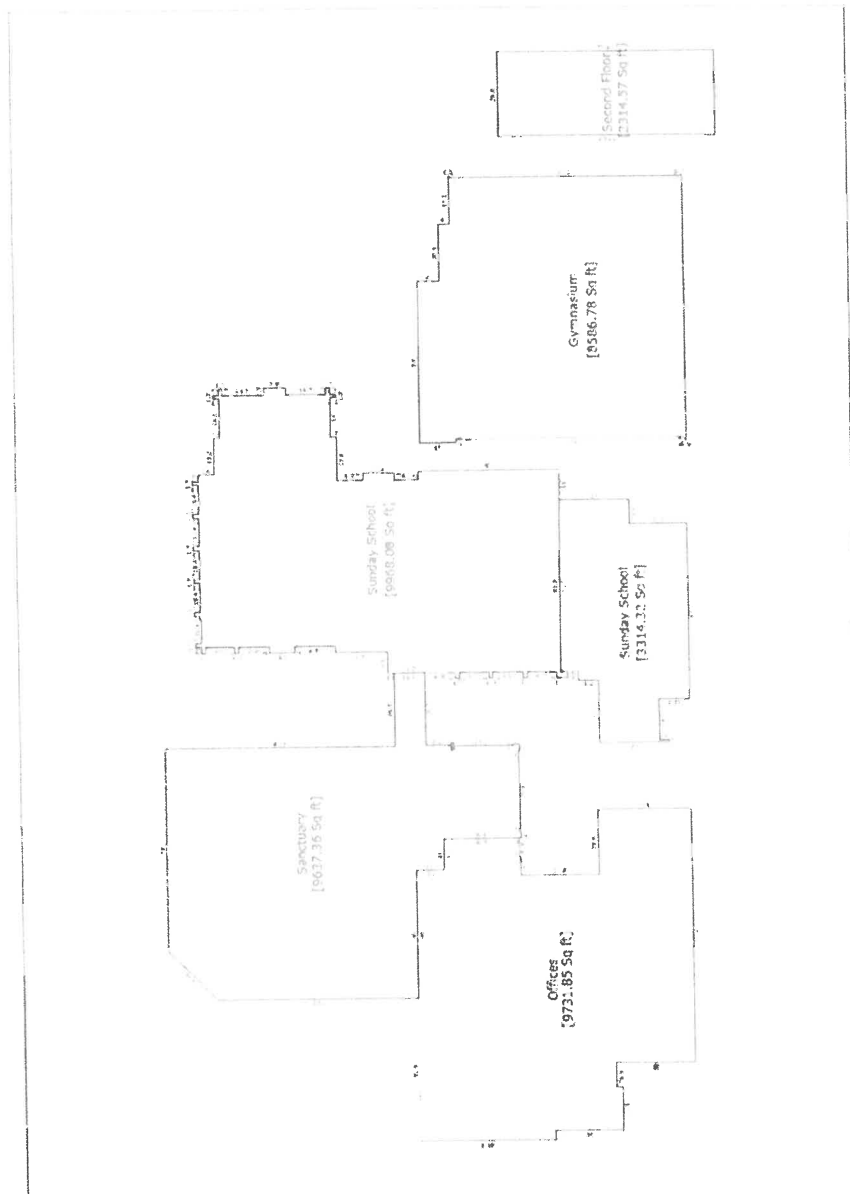
August 2020

PROVIDENCE PARK



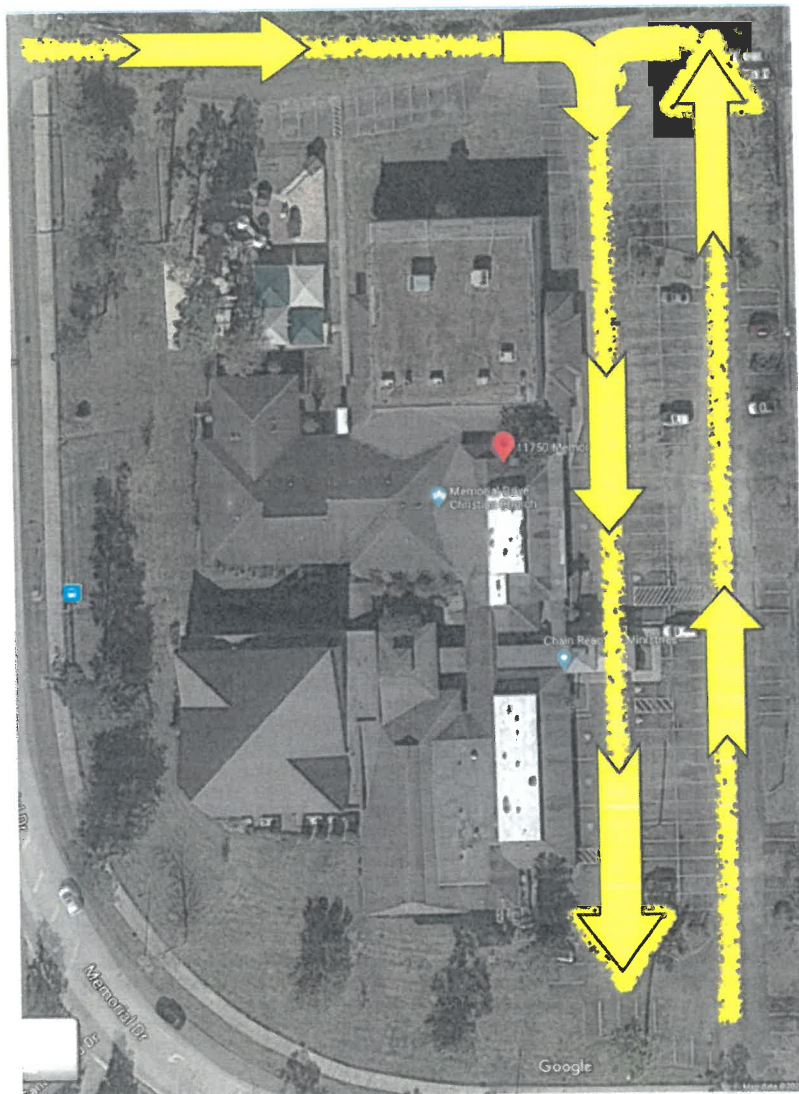
Specific Use Permit – Ordinance No. 20-528
Paratus Memorial
11750 Memorial Drive
For Religious and Educational Purposes
August 2020

Exhibit B – Floor Plan



Specific Use Permit – Ordinance No. 20-528
Paratus Memorial
11750 Memorial Drive
For Religious and Educational Purposes
August 2020

Exhibit C – Traffic Plan



Specific Use Permit – Ordinance No. 20-528

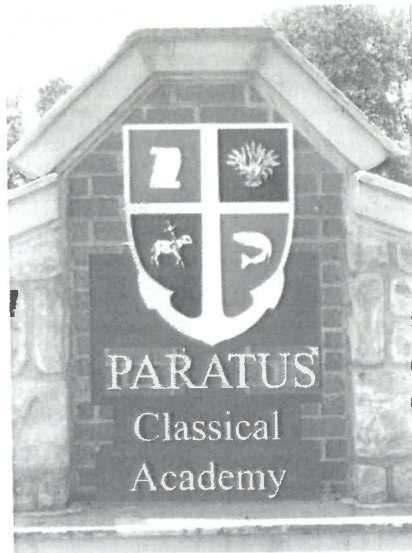
Paratus Memorial

11750 Memorial Drive

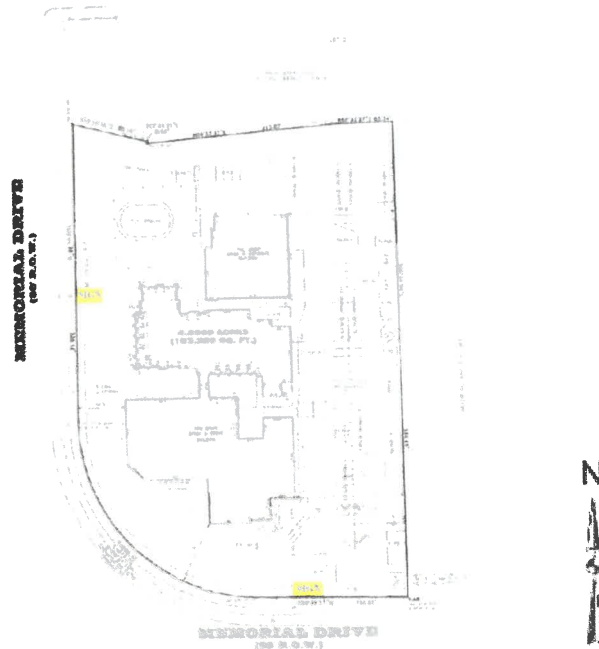
For Religious and Educational Purposes

August 2020

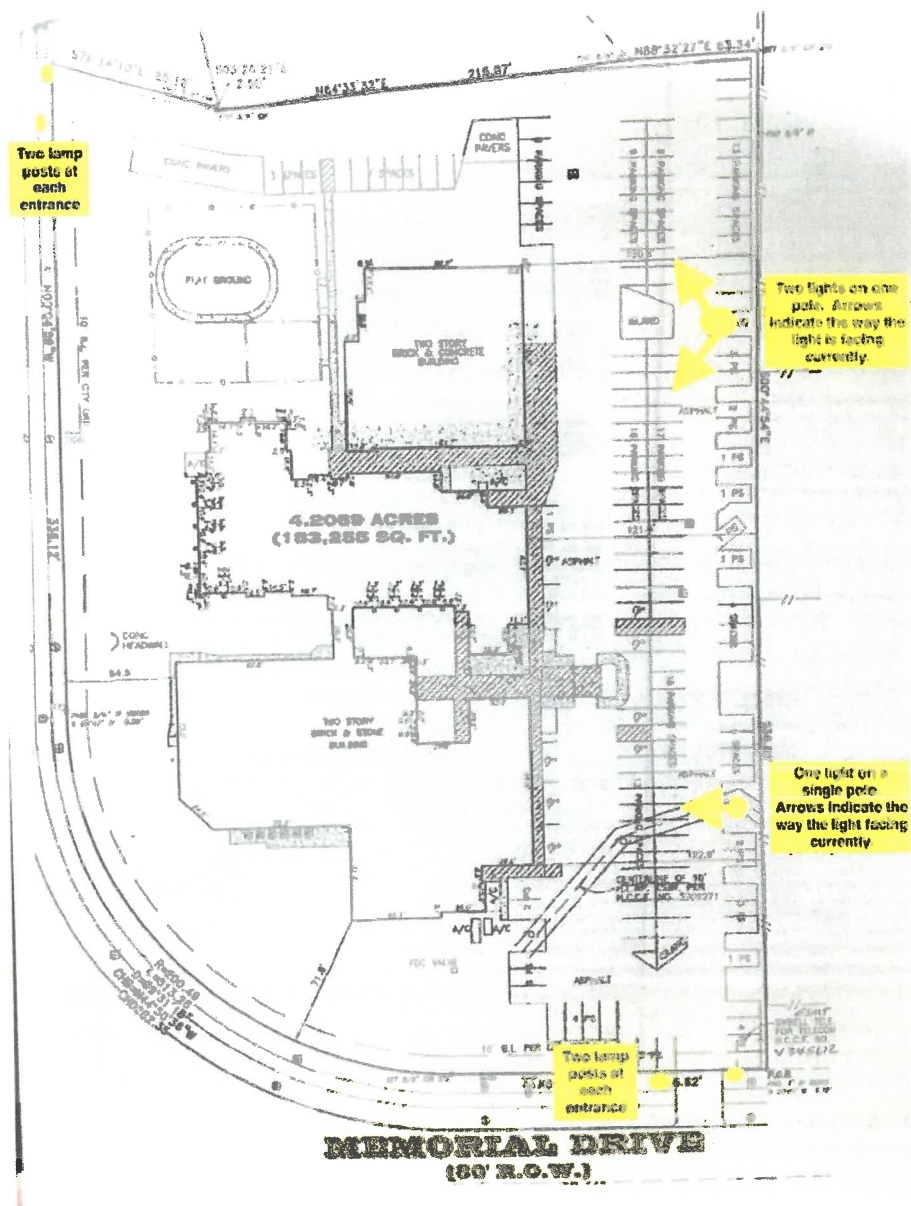
Exhibit D – Proposed Signs & Location

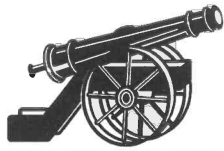


PROVIDENCE PARK



August 2020





CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: June 22, 2022

Agenda Item No: VI

Subject/Proceeding: VILLAGE FIRE DEPARTMENT REPORT

Exhibits: 2022 Year to Date Response Data

Clearance: Karen Glynn, City Administrator

Executive Summary

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

- A. Update on Activities
- B. Update on 2023 Annual Budget Process and Discussions

The City's Fire Commissioner will provide the report.

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

Response Times Through May 2022

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A	Total Number of Incidents 2022													
	Life Threatening (LT) Fire Incidents													
	Fire	EMS	Total	# LT EMS	Natl Stand. 6:30 1st Resp. Time	of 90%	Natl. Stand 10:30 ALS resp Time	of 90%	# LT Fire	Natl Stand. 6:50 Response Time	of 90%	Fire	EMS	% of Fire Calls
Bunker Hill Village	69	54	123	24	2:56	100%	5:47	100%	10	5:23	100%	56%	44%	33
Hedwig Village	81	116	197	66	2:56	100%	2:58	100%	10	3:09	100%	41%	59%	36
Hilshire Village	10	20	30	12	3:28	100%	5:16	100%	1	5:42		33%	67%	4
Hunters Creek Village	88	58	146	26	3:58	100%	5:34	100%	11	4:00	100%	60%	40%	34
Piney Point Village	79	42	121	23	3:40	100%	5:01	100%	5	4:06	100%	65%	35%	42
Spring Valley Village	90	87	177	42	2:40	100%	4:21	100%	16	4:25	100%	51%	49%	19
Houston	37	0	37											
Totals	454	377	831	193	3:16	100%	4:49	100%	53	4:27	100%	55%	45%	168

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

Column 1: Reflects the cities listed within the chart.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

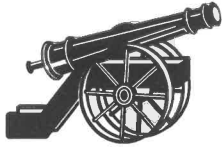
Column 16: Reflects the year to date, percentage of life threatening fire type calls which meet or exceed the National Standard.

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

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

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

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



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: June 21, 2022

Agenda Item No: VII

Subject/Proceeding: Police Commissioner's Report

Exhibits: Proposed 2023 Budget with history
Proposed 2023 Budget Narrative
Fiscal Year 2023 MVPD Capital Plan

Chief's Monthly Reports:

May 2022

- Fire Department Assists
- 2022 Burglary Map
- 2022 Auto Burglary Map
- ALPR Pin Maps
- ALPR Recoveries & List
- 2022 Total Incidents to Date
- Officer Committed Time Report to Date

Clearance: Karen Glynn, City Administrator

Executive Summary

The Police Commission Report will include the following items:

- A. Consideration and Possible Action to Approve the 2023 Annual Budget for the Memorial Villages Police Department including the FY 2023 Capital Project Plan
- B. Consideration and Possible Action to Ratify a Transfer of \$66,667.50 from the Operating Account to Vehicle Capital Account to fund the Purchase of 2022 Vehicles
- C. Update on Activities

Chief Ray Schultz will present the revised budget. The revised 2023 Budget is attached and a summary included. The Animal Control/Code Enforcement Officer has been removed from the Budget for 2023.

In addition, Chief Schultz and the Commission are requesting the City Councils of the three cities ratify a budget transfer. The 2022 Vehicles were ordered and received. The department received the invoice to pay for them. This is a cash flow issue. Since the department receives monthly payments throughout the year, a transfer of funds from the general operating account was needed to pay for the vehicles. This is a transfer of \$66,667.50. The transfer back will be made once the funding is received from the cities by the end of the year.

Memorial Villages Police Department
FY23 BUDGET PROPOSAL

GENERAL FUND								
Acct. No	Category	2019 Actual	2020 Actual	2021 Actual	2022 Amended	2023 Requested	\$ Increase/ 2022-2023	% Increase
100								
100	Salaries	3,279,467	3,557,690	3,626,605	3,785,751	4,100,675	314,924	8%
110	Overtime	115,094	92,292	144,898	125,000	145,000	20,000	16%
115	Court/Bailiff	6,010	1,269	506	10,000	5,000	(5,000)	-50%
120	Retirement	379,669	430,477	434,539	459,268	498,812	39,544	9%
125	457b contribution		31,865	31,538	62,870	91,873	29,003	46%
130	Health Insurance	503,527	513,331	484,919	625,314	692,808	67,494	11%
140	Workers Compensation - TML	65,000	59,982	64,313	75,000	78,000	3,000	4%
150	Life/LTD	17,847	18,946	18,878	21,982	23,257	1,275	6%
160	Medicare	47,004	51,063	52,796	56,911	61,713	4,802	8%
170	Social Security	248	983	1,371		1,002		
	Denver Colorado Tax			10				
	TOTAL PERSONNEL/BENEFITS	4,413,866	4,757,898	4,860,374	5,222,096	5,698,142	476,046	9%
200								
	TML INTERGOVERNMENTAL RISK POOL							
200	Auto	26,604	25,201	23,386	27,500	40,000	12,500	45%
210	General Liability	430	330	348	400	720	320	80%
220	Public Official Bond	849	848	848	900	960	60	7%
230	Professional Liability	18,858	18,998	20,149	21,000	30,000	9,000	43%
240	Real & Personal Property	12,637	11,923	7,499	9,600	9,000	(600)	-6%
	TOTAL OTHER INSURANCE	59,378	57,300	52,231	59,400	80,680	21,280	36%
300								
300	Gas and Oil	66,046	69,296	119,935	81,000	145,000	64,000	79%
310	Fleet maintenance	31,154	37,949	40,030	40,000	45,000	5,000	13%
320	Tires	6,565	6,569	3,911	7,000	7,000	0	0%
	Damage Repair	5,783	5,010	2,969	10,000	10,000	0	0%
	TOTAL FLEET MAINTENANCE	109,548	118,824	166,844	138,000	207,000	69,000	50%
400								
400	General/Building Maintenance	18,848	21,849	25,894	30,000	61,700	31,700	106%
410	Janitorial Services	18,000	19,078	20,400	21,000	21,600	600	3%
420	Jail	773	299	0	1,000	1,000	0	0%
430	Building Furnishings	7,450	8,775	7,803	15,000	10,000	(5,000)	-33%
	TOTAL BUILDING	45,070	50,001	54,097	67,000	94,300	27,300	41%
500								
500	Computers	10,640	8,521	11,837	13,000	15,000	2,000	15%
510	Postage/postage machine	840	1,129	845	1,300	1,300	0	0%
520	Office Supplies	12,063	11,974	23,811	15,000	25,000	10,000	67%
530	Bank/Finance Service Chgs	329	400	503	550	600	50	9%
540	Payroll Services	16,220	17,210	18,143	17,900	20,000	2,100	12%
	TOTAL OFFICE	40,093	39,233	55,139	47,750	61,900	14,150	30%
600								
600	Telephone	33,954	32,499	37,949	40,606	43,306	2,700	7%
610	Electric	16,051	14,704	12,758	20,000	20,000	0	0%
620	Water/Sewer	5,067	5,153	4,740	5,500	6,000	500	9%
630	Natural Gas	510	439	602	600	1,000	400	67%
	TOTAL UTILITIES	55,582	52,794	56,049	66,706	70,305	3,599	5%
700								
700	Equipment Maint. Contracts	58,797	134,984	97,005	135,950	121,710	(14,240)	-10%
710	SETCIC fees	3,262	3,065	3,009	3,600	3,600	0	0%
720	Legal/Professional	51,406	76,802	48,586	80,660	71,830	(8,830)	-11%
730	IT Services	98,578	100,055	100,244	102,050	124,370	22,320	22%
740	Software Maintenance Contracts	52,170	56,252	57,297	59,200	64,200	5,000	8%
	TOTAL CONTRACTS/SERVICES	264,214	371,159	306,141	381,460	385,710	4,250	1%
800								
800	Accreditation	0	0	1,200	1,200	1,440	240	20%
810	Uniforms	26,518	25,131	37,684	30,500	35,000	4,500	15%
820	Radio parts and labor	29,686	31,328	28,044	33,036	33,036	0	0%
830	Firearms Trng and Ammo	5,323	5,880	3,927	6,500	6,500	0	0%
	Tasers	9,656	10,122	10,254	15,000	15,000	0	0%

Memorial Villages Police Department
FY23 BUDGET PROPOSAL

GENERAL FUND CONTINUED

Acct. No	Category	2019 Actual	2020 Actual	2021 Actual	2022 Amended	2023 Requested	\$ Increase/ 2022-2023	% Increase
840	Training & Prof. Dues	38,311	23,113	37,258	58,000	60,000	2,000	3%
850	Travel	7,642	592	3,614	7,000	7,000	0	0%
860	Recruiting Costs	5,154	958	17,581	5,000	7,000	2,000	40%
870	Criminal Investigations (CID)	3,084	3,003	3,829	3,500	3,720	220	6%
880	Contingency - Miscellaneous	13,481	4,179	0	25,000	25,000	0	0%
892	Small Equipment	4,182	2,255	13,381	14,100	2,500	(11,600)	-82%
	COVID expenditures		47,884	18,523			0	
	TOTAL OPERATIONS	143,038	154,444	175,295	198,836	196,196	(2,640)	-1%
	TOTAL M&O	5,130,790	5,601,654	5,726,170	6,181,248	6,794,233	612,985	9.92%

OTHER FUNDS

Acct. No	Category	2019 Actual	2020 Actual	2021 Actual	2022 Amended	2023 Requested	\$ Increase/ 2022-2023	% Increase
1000								
1000	Auto Replacement	158,332	165,670	173,312	160,000	160,000	0	0%
	Rifle Locking System							
	AEDs							
	TOTAL VEHICLE REPLACEMENT	158,332	165,670	173,312	160,000	160,000	0	0.00%
2000								
2880	Capital Projects Contingency	518	150					
	Radar message board			16,855				
	12TB Dato and Replacement Server				18,000			
	Range storage container/banking fees					12,200		
	Radio System Upgrade					271,574		
	TOTAL SPECIALCAPITAL ASSETS	518	150	16,855	18,000	283,774	265,774	1477%
	TOTAL OTHER FUNDS	158,850	165,821	190,167	178,000	443,774	265,774	149%

Category	2019 Actual	2020 Actual	2021 Actual	2022 Amended	2023 Requested	\$ Increase/ 2022-2023	% Increase
GENERAL FUND	5,130,790	5,601,654	5,726,170	6,181,248	6,794,233	612,985	9.92%
OTHER FUNDS	158,850	165,821	190,167	178,000	443,774	265,774	149.31%
COMBINED TOTALS	5,289,639	5,767,474	5,916,337	6,359,248	7,238,007	878,759	13.82%



Memorial Villages Police Department Summary

FY2023 Budget Proposal

FY23 Proposed Budget Summary

The Memorial Villages Police Commission has recommended adoption of the FY23 Budget proposal and is submitting that for approval by member cities. The MVPD Chief is requesting an overall budget of \$7,238,007 which is an additional \$878,759 or 13.82 % increase over the FY22 amended budget.

A comparative view and breakdown of the proposed budget is as follows:

Category	2022 Amended Budget 44.5 FTE's	2023 Proposed Budget 44.5 FTE's	Variance	% Change
M&O EXPENDITURES	6,181,248	6,794,233	612,985	9.92%
FLEET REPLACEMENT	160,000	160,000	0.00	0%
CAPITAL OUTLAY EXPENDITURES	18,000	283,774	265,774	1477%
COMBINED EXPENDITURES	6,359,248	7,238,007	878,759	13.82%

The total cost to each city would equate to \$2,412,669:

- M&O \$2,264,745
- Fleet \$53,333
- Capital \$94,591

The Department is requesting a two-month assessment beginning January 2023:

- Maintenance & Operations **\$377,465**
- Fleet **\$8,893**

February 2023 thru November 2023 will be invoiced as follows:

- Maintenance & Operations **\$188,728**
- Fleet **\$4,444**

The Department is requesting the capital assessment in January 2023

- Capital **\$94,591.33**

No invoicing will occur in December 2023.

FY23 Budget Highlights

Category		2021 Actual	2022 Amended Budget	2023 Proposed Budget	Variance	% Change
100	PERSONNEL/BENEFITS	4,860,374	5,222,096	5,698,142	476,046	9%

100 PERSONNEL/BENEFITS:

MVPD currently has 44 fulltime employees (FTEs) and 1-part time employee. There are 32 sworn personnel, 10 full time and 1 part time communications staff members, 1 office/human resource manager, and 1 finance manager.

This category includes salary, overtime, court/bailiff costs, TMRS participation, 2.5% employer contributions to 457b accounts for full time employees, and the health benefits costs. The proposed budget continues to support the salary and retention plan specifically created to attract, hire, and retain the best and most qualified employees. **The salary line item includes estimated adjustments for annual step increases, estimated pto yearend payouts, and holiday/overtime requirements.*

SALARIES & WAGES - \$3,650,961

This category includes the base annual pay for the department's 45 (proposed) full time and 1 part time employee. It also reflects the 8% base salary adjustment and 1% step increase. The Office/Human Resource Manager and Finance Manager will also receive a 9% salary increase.

TCLEOSE CERTIFICATION - \$205,800

Based on the current compensation policy sworn officers and dispatchers earn additional compensation for state certification recognized by the Texas Commission on Law Enforcement Officer Standards and Education. Employees who have achieved Intermediate certification receive an additional 2.5% percent of their base pay. Advanced certification is an additional 5% of base pay and Master certification is an additional 7.5% of employee base pay. At the time of this budget proposal 36 FTEs are eligible for this incentive. Any increase in base salary will necessitate increases to certification pay.

BILINGUAL INCENTIVE - \$10,453

Sworn personnel and dispatchers who have Spanish language bilingual proficiency receive 2.5% in additional pay. Currently there are 5 employees who are eligible for this incentive. Any increase in base salary will prompt increases to bilingual incentive payments awarded to employees.

COLLEGE INCENTIVE - \$31,200

Employees who have obtained advanced degrees from accredited colleges and universities earn additional compensation based on the following updated schedule: Associates Degree - \$100 per month, Bachelor's Degree - \$200 per month and master's degree - \$250 per month. At the time of this proposal 15 employees have obtained advanced degrees.

LCC/FBI INCENTIVE - \$1,200

Graduates of the FBI National Academy or Leadership Command College receive \$100 per month in additional pay.

CLOTHING ALLOWANCE - \$1,200

Detectives receive \$50 per month.

RAD - \$1,800

Employees who teach the Rape Aggression Defensive program training receive \$25 per month.

LONGEVITY - \$72,480

The compensation and retention plan changed the way tenure awarded. Two thru five-year employees will receive a single \$1200 payment each year in association with an annual employee contract. Employees with 6 years or more of service will be paid on a bi-monthly basis starting at \$1,440 annually. The maximum annual earning is reached after 10 years of service and equates to \$2,400 annually.

SHIFT DIFFERENTIAL - \$63,018

Employees assigned to nightshift are eligible for \$138.50 in additional pay per pay-period. Employees working a split shift will earn \$69.25 per pay period.

EMERGENCY CARE ATTENDANT (ECA) - \$40,300

All sworn personnel are required to earn and maintain advanced first aid training and proficiency at the ECA level within 18 months. Upon attainment sworn personnel will receive \$50 bi-monthly certification pay.

OVERTIME – \$145,000

The requested overtime takes into consideration the historical costs of operating the department.

Court Bailiff – \$5,000

Requested line item is used to support the costs to staff the court with bailiffs during each session.

EMPLOYER 457B CONTRIBUTION - \$91,873

2.5% employer contribution of full-time employees' base salary.

RETIREMENT CONTRIBUTION - \$498,812

The 2022 request is estimated at the rate of 11.72%. The actual TMRS rate letter was not received at the time this proposal was presented.

GROUP-HEALTH/DENTAL/VISION/HSA CONTRIBUTIONS - \$715,073

Health/Dental/Vision Insurance estimate: \$552,865 employer contribution. Estimate is based on a 18% increase over current elections.

Employer HSA contribution estimate: \$97,200 (\$2,700 for family, \$1,500 single)

Wellness Exam contribution estimate: \$44,000 (\$1,000 per fulltime employee)

Physical Fitness assessment estimate: \$22,000 (\$500 per fulltime employee)

WORKERS COMPENSATION - \$78,000

The employer's contribution rates for workers compensation are determined by the Texas Municipal League (TML).

LIFE/LTD - \$23,257

The department provides employee term life, AD&D, and long-term disability coverage to its employees. Cost estimate is based on 18% increase of current rates.

MEDICARE TAX EMPLOYER - \$61,713

The current Medicare tax rate is 1.45% applied to the total compensation package including the overtime budget.

Social Security - \$1,002

Estimate of social security tax for part time employee

Category		2021 Actual	2022 Amended Budget	2023 Proposed Budget	Variance	% Change
200	INSURANCE	52,231	59,400	80,680	21,280	36%

200 INSURANCES:

The insurance category represents our auto, general, public official bond, professional, and real property insurance coverage through the Texas Municipal League. Rates are determined by TML. The amount requested reflects anticipated rate increases based on current billing.

AUTO LIABILITY – \$40,000

Automatic coverage for any vehicles purchased throughout the year.

GENERAL LIABILITY –\$720

This coverage protects the department from general liability claims from injuries and wrongful acts.

PUBLIC OFFICIAL BOND – \$960

Coverage for the Police Commission and protection against forgery

PROFESSIONAL LIABILITY – \$30,000

Protection from liability claims associated with law enforcement functions.

REAL & PERSONAL PROPERTY – \$9,000

Coverage for damage or destruction of departmental property.

Category		2021 Actual	2022 Amended Budget	2022 Proposed Budget	Variance	% Change
300	FLEET MAINTENANCE	166,844	138,000	207,000	69,000	50%

300 FLEET MAINTENANCES:

The fleet maintenance category includes the annual fuel costs as billed by Villages Fire Department. This category also includes vehicle maintenance, damage repair, and tire replacement costs.

GAS & OIL – \$145,000

FLEET MAINTENANCE – \$45,000

TIRE REPLACEMENT – \$7,000

DAMAGE REPAIR – \$10,000

Category		2021 Actual	2022 Amended Budget	2023 Proposed Budget	Variance	% Change
400	BUILDING MAINTENANCE	54,097	67,000	94,300	27,300	41%

400 BUILDING

The building maintenance category includes the annual janitorial services contract, building refresh i.e., filing cabinets, lockers, and chairs. This category covers any repair costs associated with the upkeep of the building.

GENERAL MAINTENANCE – \$61,700

Expenditures include building, equipment, landscaping, and supplies that support the upkeep of the facility. The proposed budget includes one-time costs for jail locks, overhead garage doors, evidence room ventilation, and exterior camera system upgrade.

JANITORIAL SERVICES – \$21,600

Services are provided by an outside cleaning agency.

JAIL – \$1,000

Purchases in this line-item support supplying detainees with blankets and food.

BUILDING FURNISHINGS – \$10,000

Purchases support the upkeep of the office (chairs, filing cabinets, lockers etc....)

Category		2021 Actual	2022 Amended Budget	2023 Proposed Budget	Variance	% Change
500	OFFICE	55,139	47,750	61,900	14,150	30%

500 OFFICE

The office category includes funding requests for computer purchases & replacement, postage machine & supplies, office supplies, bank service charges, and payroll contract expenditures.

COMPUTERS – \$15,000

Purchase of computers and needed accessories per the replacement schedule.

POSTAGE/POSTAGE MACHINE – \$1,300

The expenditures in this category will cover the postage machine rental fee from Pitney Bowes as well as postage and ink refill requirements for the fiscal year.

OFFICE SUPPLIES /SUPPLIES /STATIONERY/EXPENDIBLES – \$25,000

The expenditures in this category include office supplies, meeting expenses, and employee relations.

BANK/FINANCE CHARGES – \$600

Banking and credit card fees

PAYROLL –\$20,000

Payroll and Human Resource expenditures

Category		2021 Actual	2022 Amended Budget	2023 Proposed Budget	Variance	% Change
600	UTILITES	56,049	66,706	70,305	3,599	5%

600 UTILITIES

The utilities category includes expenditures related to monthly telephone, electric, water & sewer, and natural gas services.

COMMUNICATIONS/TELEPHONE – \$43,306

Expenditures for this category will cover the department's equipment maintenance for business lines, internet, cable television, secure communication, and employee phone allowance.

ELECTRIC SERVICE – \$20,000

The department's electrical service provider is Cavallo Energy.

WATER & SEWER – \$6,000

Water & sewer services are provided by the City of Bunker Hill Village

NATURAL GAS – \$1,000

The departments natural gas provider is Center Point Energy

Category		2021 Actual	2022 Amended Budget	2023 Proposed Budget	Variance	% Change
700	CONTRACT/SERVICES	306,141	381,460	385,710	4,250	1%

700 CONTRACT/SERVICES

The contract/services category includes MVPD's equipment maintenance contracts, annual SETCIC fees, legal & professional service fees (legal and audit), IT contracts, and software maintenance contracts (ex. CAPERS, Power DMS).

EQUIPMENT MAINTENANCE CONTRACT – \$121,710

Increase requested to cover maintenance charges for the body worn camera and ALPR's.

SETCIC FEES – \$3,600

This line-item request covers the fees paid to the Harris County Treasurer for inclusion of misdemeanor warrants in the county-wide network.

LEGAL FEES – \$71,830

This line-item request covers fees associated with Attorney duties, legal research and interpretation, annual audit, RFP advertising, and TML claim deductibles.

IT SERVICES – \$124,370

This line-item requests supports a variety of the department's information technology needs to include cloud-based data and application hosting, bill paying services, information technology support services, and the annual subscription to the Texas Commission on Law Enforcement Data Distribution System.

SOFTWARE MAINTENANCE CONTRACTS – \$64,200

This line-item request supports the various software maintenance contracts needed to effectively run the department.

Category		2021 Actual	2022 Amended Budget	2023 Proposed Budget	Variance	% Change
800	OPERATIONS	175,295	198,836	196,196	(2,640)	-1%

800 OPERATIONS

The operations category includes the line items that support accreditation, uniforms, training, travel, recruiting costs, criminal investigations, small equipment, and contingency funding requests.

ACCREDITATION – \$1,440

The Department successfully obtained recognition status for compliance with the Texas Law Enforcement Agency Best Practices Recognition Program. This request is for accreditation fees only.

UNIFORMS/OFFICER CLOTHING – \$35,000

This line item supports the replacement of uniforms, vests, and outfitting costs associated with sworn personnel and dispatchers.

RADIO PARTS & LABOR – \$33,036

On 2-1-2012 the Department signed a contract for radio services with the City of Houston. The contract automatically renews each year for a period of 30 years. The Department can terminate the agreement if it is before 60 days of the contract renewal date.

There is a set fee schedule for repairs and airtime. Each radio is assessed a \$41 monthly fee according to the schedule implemented by the City of Houston in March 2015. Each licensed Officer is issued a radio.

FIREARMS TRAINING & AMMO – \$6,500

This line-item request supports ammunition and training expenditures for State mandated firearms qualifications for sworn personnel.

TASERS – \$15,000

This line-item request supports the taser replacement schedule.

TRAINING & PROFESSIONAL DUES – \$60,000

This line-item request supports costs associated with job related training, professional dues, and the R.A.D self-defense program.

TRAVEL – \$7,000

This line-item support travel and lodging costs for employees.

RECRUITING COSTS – \$7,000

This line item supports tuition reimbursement and recruitment and selection services such as: background, drug testing, finger printing, and psychiatric examinations.

CRIMINAL INVESTIGATIONS – \$3,720

This line item supports costs associated with criminal investigations such as fingerprinting supplies, drug testing, sketching services, public data information searches, and other investigative supplies and services.

CONTINGENCY – \$25,000

This line item is requested for unplanned emergency expenditures.

SMALL EQUIPMENT – \$2,500

Funding is requested to capture needed small equipment items that do not fit into specific categories such as computers and building furnishings.

Category		2021 Actual	2022 Amended Budget	2023 Proposed Budget	Variance	% Change
1000	AUTO REPLACEMENT	173,312	160,000	160,000	0.00	0%

1000 –AUTO REPLACEMENT

Line item in this category supports our vehicle replacement plan. Historically the Department purchases three new vehicles each fiscal year.

NOTE: All vehicle purchased must be approved by the Police Commission prior to ordering.

Category		2021 Actual	2022 Amended Budget	2023 Proposed Budget	Variance	% Change
2000	CAPITAL ITEMS	34,728	18,000	283,774	265,774	1477%

2000 CAPITAL OUTLAY

This category includes purchase of individual items with a cost over \$5,000 with an estimated useful life greater than one year. The Department is requesting support to cover the cost of a range storage container and a radio system upgrade. The estimated cost of the radio system \$625,000. The department is proposing using \$125,000 of current fund balance, retaining the FY21 audited surplus of \$228,426, the FY20 surplus refunded to the Villages, and a \$271,574 FY23 request from the Villages.

MEMORIAL VILLAGES POLICE DEPARTMENT
FY2023 CAPITAL PROJECT PLAN

As a part of the recent budget planning process, an assessment was performed by the Chief of Police which demonstrates that certain capital expenditures are necessary to ensure the appropriate administration of the activities of the Memorial Villages Police Department as well as the proper operation and utility of capital assets owned by the Department.

With respect to capital expenditure requirements for FY2023, this assessment indicates that the existing radio system acquired in 2005 is at end of life, that replacement parts for the system are no longer being manufactured, and the system should be replaced.

The projected cost for the replacement radio system is \$625,000 and the funding required to purchase the replacement radio system is needed by January 2023.

Additional funding is needed in FY2023 to purchase a storage unit for placement at the Katy Police Department, Police Firearms Range for the purpose of storing MVPD law enforcement related equipment and supplies. The anticipated cost of the storage unit is \$12,200.

The total amount needed in FY2023 to purchase the replacement radio system and the storage unit (collectively referred to herein as the "FY2023 Capital Projects") is \$637,200.

The Board of Commissioners of the Memorial Villages Police Department consider the FY2023 Capital Projects to be necessary and appropriate, and also consider it necessary to use the Department's capital project fund (known as the "Special Assets Capital Fund") to facilitate the purchase of the FY2023 Capital Projects.

This plan entails the use of the following described sources to fund the amount of \$637,200 needed for the FY2023 Capital Projects:

The sum of \$125,000 presently held in the MVPD Special Assets Capital Fund; plus the retention by MVPD or the repayment to MVPD of the 2021 MVPD budget surplus (\$76,142 for each city), plus the payment of \$94,591 by each of the three cities to MVPD in January 2023.

All funds retained, paid to and/or held by the Memorial Villages Police Department for the FY2023 Capital Projects will be set aside, administered and distributed through the MVPD Special Assets Capital Fund, and any unused funds not used for these projects will be retained in the Special Assets Capital Fund for use in the future on other MVPD capital projects approved by the participating cities.

This FY2023 Capital Project Plan is subject to the approval of and funding by the participating cities of Bunker Hill Village, Hunters Creek Village and Piney Point Village

ADOPTED: _____, 2022 ATTEST: _____



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

Raymond Schultz
Chief of Police

June 13, 2022

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

During the month of May MVPD responded/handled a total of 5737 calls/incidents. 4292 House Watch checks were conducted. 622 traffic stops were initiated with 624 citations being issued for 1,147 violations. (Note: 13 Assists in Hedwig, 82 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:	1762/7051	1333/5488	0	150/309/459	4@2:42
Piney Point:	1617/6921	1223/5276	9	97/281/378	2@2:52
Hunters Creek:	2217/9376	1736/7237	6	89/221/310	11@3:47
				Cites/Warn/Total	17@3:22

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	189	Ord. Violations:	17	Speeding:	140
Animal Calls:	14	Information:	32	Exp. Registration:	196
ALPR Hits:	84	Suspicious Situations	98	No Ins:	132
Assist Fire:	36	Loud Party	13	License	142
Assist EMS:	35	Welfare Checks:	13	Stop Sign	36
				Fake Plate	72

*This month the department generated a total of 75 police reports.
BH-16, PP-29, HC-24, HOU-6, HED-0, SV-0*

Crimes Against of Persons (0)

Crimes Against Property (15)

Burglary of a Motor Vehicle	0	Forgery	1
Burglary of a Habitation	1	Fraud/ID	6
Theft	7		

Petty/Quality of Life Crimes/Events (60)

ALPR Hits (valid)	11	Possession of CS	1
Misc. Reports	24	Warrants	9
DWI	4	Weapons Charges	1
Information Reports	9	Criminal Mischief	1

Arrest Summary: Individuals Arrested (18)

Warrants	9	Felony	2
Class 3 Arrests	3	DWI	4

Budget YTD:	Expense	Budget	%
• Personnel Expense:	1,969,050	5,222,098	37.7%
• Operating Expense:	509,589	959,152	53.1%
• Total M&O Expenditures:	2,478,639	6,181,250	40.1%
• Capital Expenses:	160,063	178,000	89.9%
• Net Expenses:	2,638,702	6,359,250	41%

Follow-up on Previous Month Items/Requests from Commission

- 2023 Budget was presented to all 3 villages for consideration. As a result of discussions with councils, the Animal Control Officer position was removed from the proposed budget to be reconsidered in a future budget.

Personnel Changes/Issues/Updates

- A dispatcher resigned without notice for personal reasons. Personnel schedules for the month of June have been adjusted to provide adequate coverage while a replacement is sought.
- Staff interviewed 2 candidates for police officer positions. One officer was presented a conditional job offer pending a successful psychological and physical examination. The other candidate was offered the opportunity to retake the physical agility test in 6 weeks. Pending that test result, a conditional offer of employment may be made.

Major/Significant Events

- This month MVPD staff assisted in 4 parades in the villages. The Memorial High School Senior Car Parade, the Bunker Hill "Strut Down Strey" walking parade, the Hunters Creek "Rocking Around the Block" parade and the Memorial Drive "Trail Ride" car parade.
- On May 13, 2022, a special needs child went missing from his home when he left the area on his bicycle. A V-Linc notification was sent out and approximately 45 minutes later, a resident observed the subject riding his bike near Kirkwood and Memorial. Officers responded to the area and located the child who was reunited with his family.
- On May 21, 2022, a burglary of a Habitation was reported on Greyton Lane. Detectives through the use of area surveillance videos and the neighborhood ALPR system were able to identify a suspect vehicle. The license plate was entered into the village wide system and within hours was captured. Officers stopped the vehicle at which time the subject driving the car identified the suspect for officers. An arrest warrant was issued or the suspect.

Status Update on any Major Projects

- Patrol initiated summer "Powershift" staffing utilizing a dayshift officer to begin working Monday thru Friday. The officer is patrolling several hours per day on the electric bicycle and will be attending motorcycle certification training. Officer Silliman is being very well received while out in the community.
- During the month officers have initiated a tactical operations plan targeting illegal temporary paper license plate tags. Officers have identified and confiscated dozens of fake license plates.
- Bunker Hill Public Works staff poured the foundation for the Memorial Statue and set the bricks in place. The statue is expected to be delivered sometime within the next 4 weeks.
- Personnel celebrated Police Week during the week of May 15 – 21, 2022. The MVPF hosted shift lunches for employees.

V-LINC new registrations in May: +22

BH – 1471(+9)

PP – 1059 (+7)

HC – 1499 (+3)

Out of Area – 506 (+3)

May VFD Assists

Calls received directly by MVPD via 911/3700

<u>Priority Events</u>	<u>Average Response Times</u>
------------------------	-------------------------------

Total – 8	3:11
-----------	------

Fire – 1	4:12
----------	------

EMS – 7	3:01
---------	------

By Village

BH Fire – 0	0
-------------	---

BH EMS – 3	1:34
------------	------

PP Fire – 0	0
-------------	---

PP EMS – 1	2:27
------------	------

HC Fire -1	4:12
------------	------

HC EMS -3	3:54
-----------	------

Combined VFD Events (Priority + Radio)

Total – 39	3:09
------------	------

Fire – 23	3:09
-----------	------

EMS – 16	3:10
----------	------

Radio Call Events

Total – 31	3:10
------------	------

Fire- 22	3:06
----------	------

EMS- 9	3:17
--------	------

Radio Call Events by Village

BH – 11	2:40
---------	------

PP – 13	3:23
---------	------

HC – 7	3:34
--------	------

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

233 Merrie Way

706 Country Lane

706 Country Lane

11903 Broken Bough No

24 Greyton Ln No

Walk-in U

Walk-in U

Garage U

Door K

Side Doc

<u>Address</u>	<u>MO</u>
201 Kensington	Driveway Robbery

Address

201 Kensington

1000

Dr

MO

—way Rob

Daytime Burglary

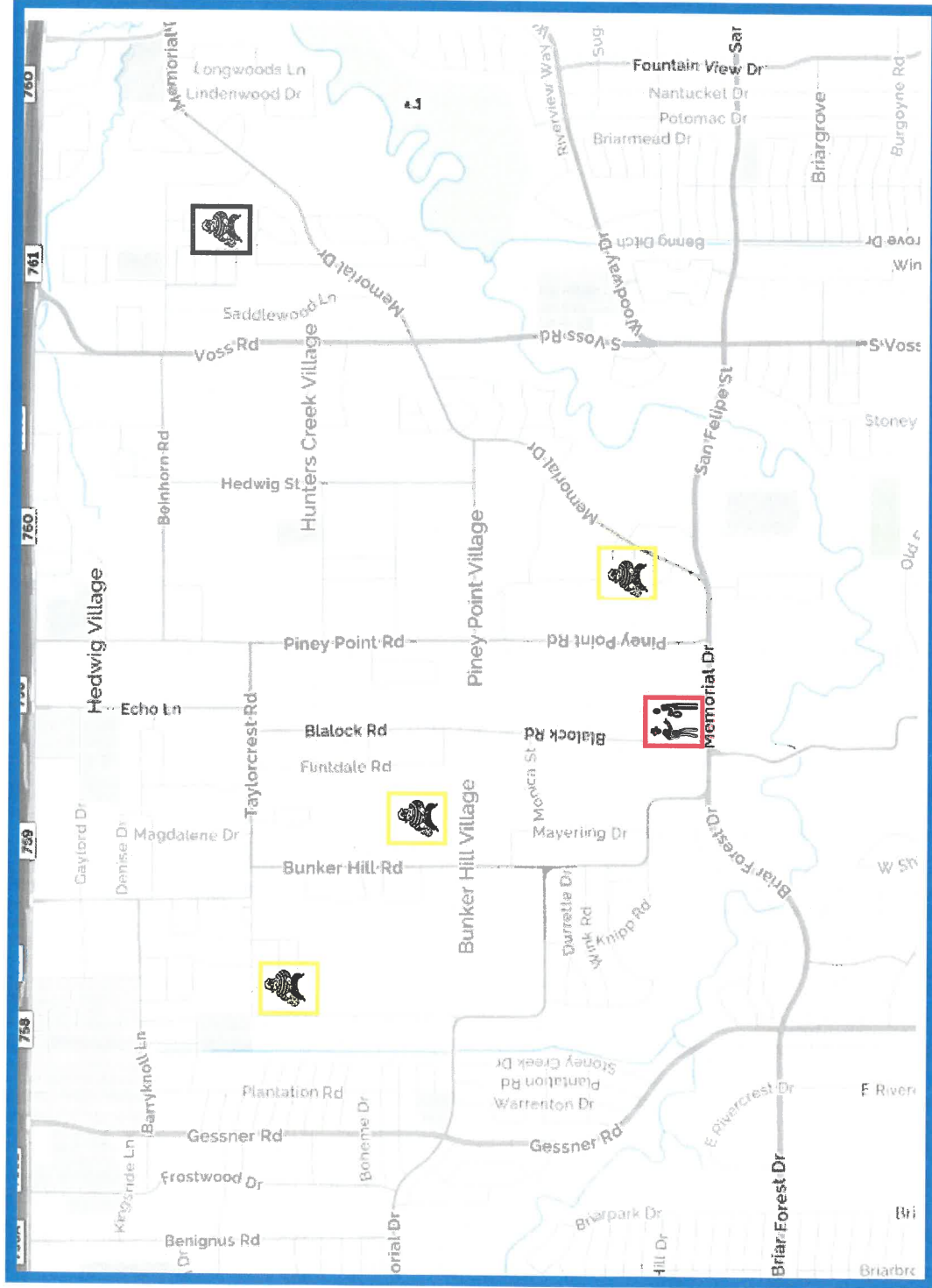


Nighttime Burglary

Robbery

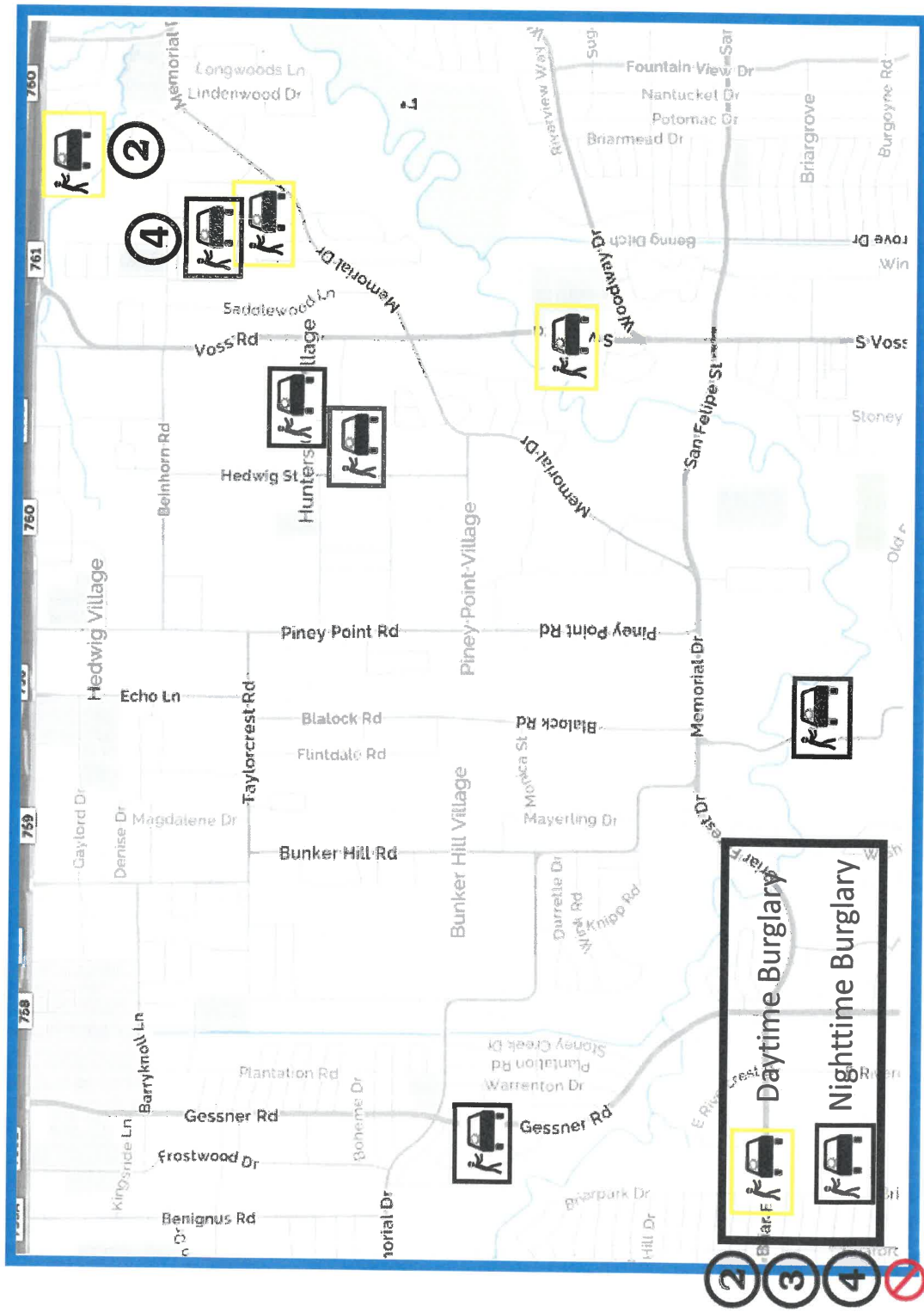


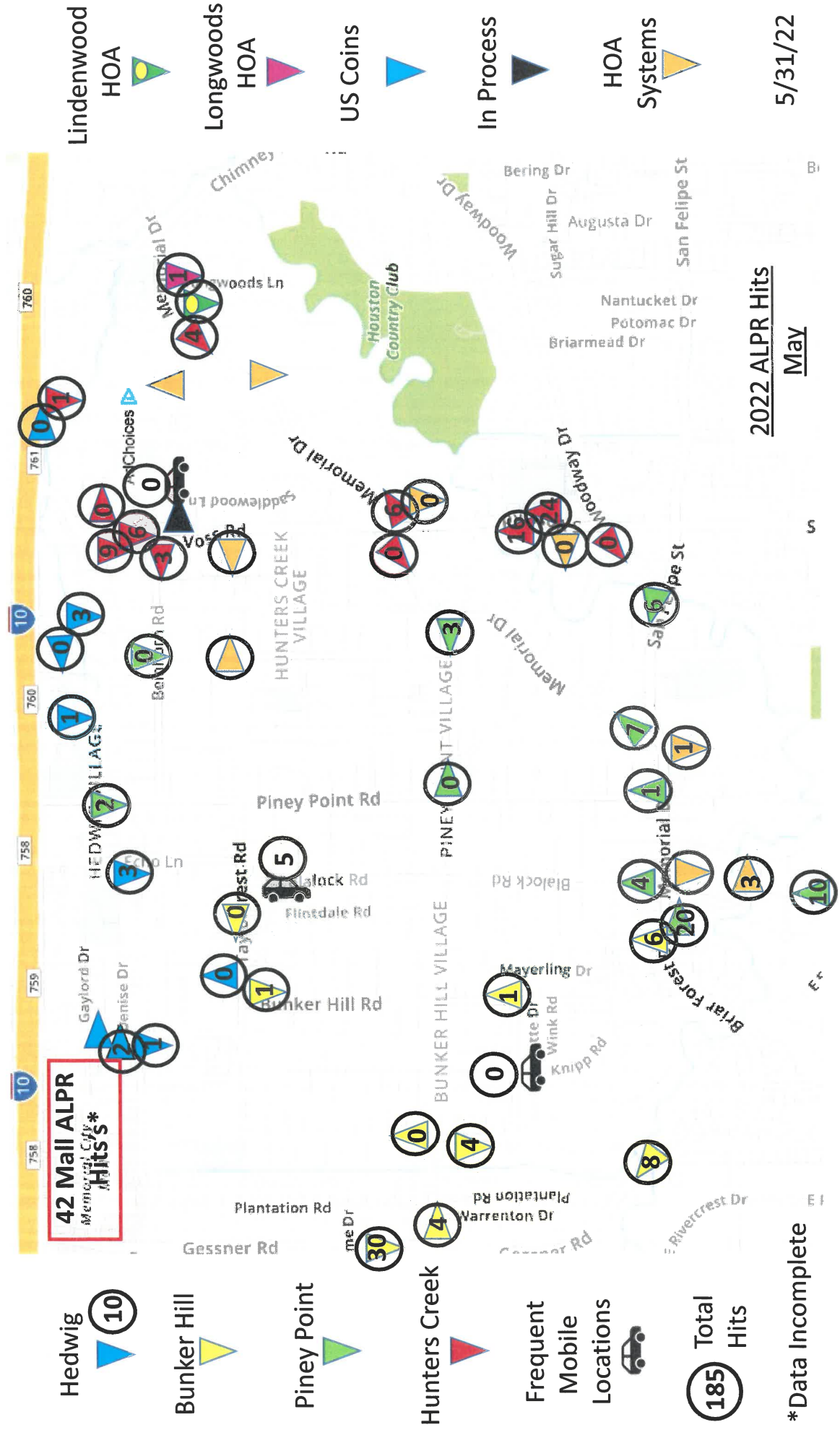
5/31/22



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





***Data Incomplete**



2022 ALPR Data Report

Plate Reads Summary

Total Plate Reads:
4,772,622

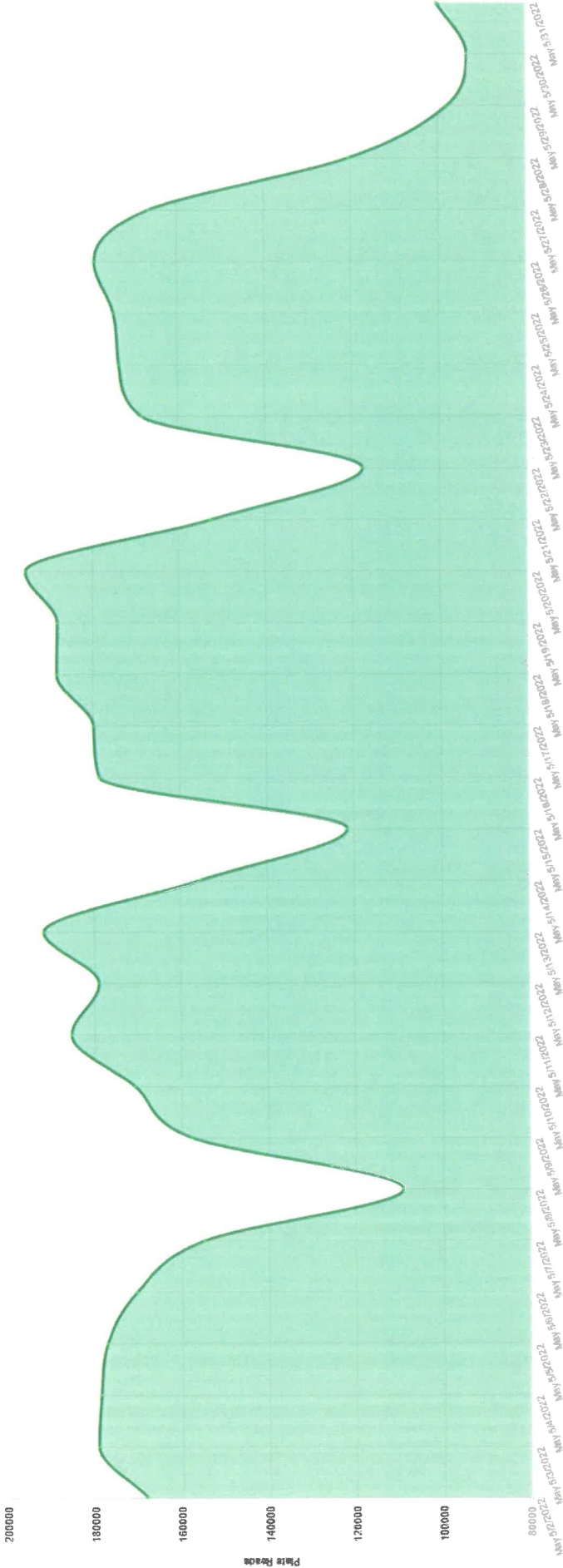
Export  csv

May 2 - May 31

Cameras (32)

Search

Plate Reads By Day



Unique Plate Reads Summary

Total Unique Plate Reads:
1,847,512

Export 

May 2 - May 31

Cameras (32)

Search

Plate Reads By Day

75000

70000

65000

60000

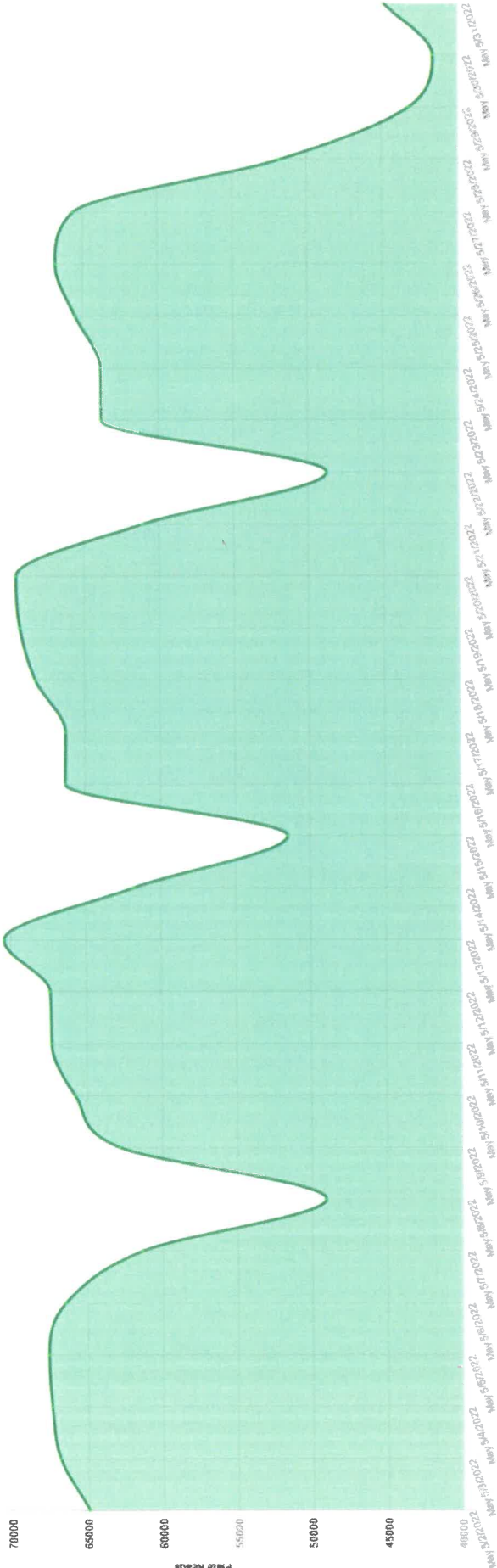
55000

50000

45000

40000

Plate Reads



All Categories

Hits Report

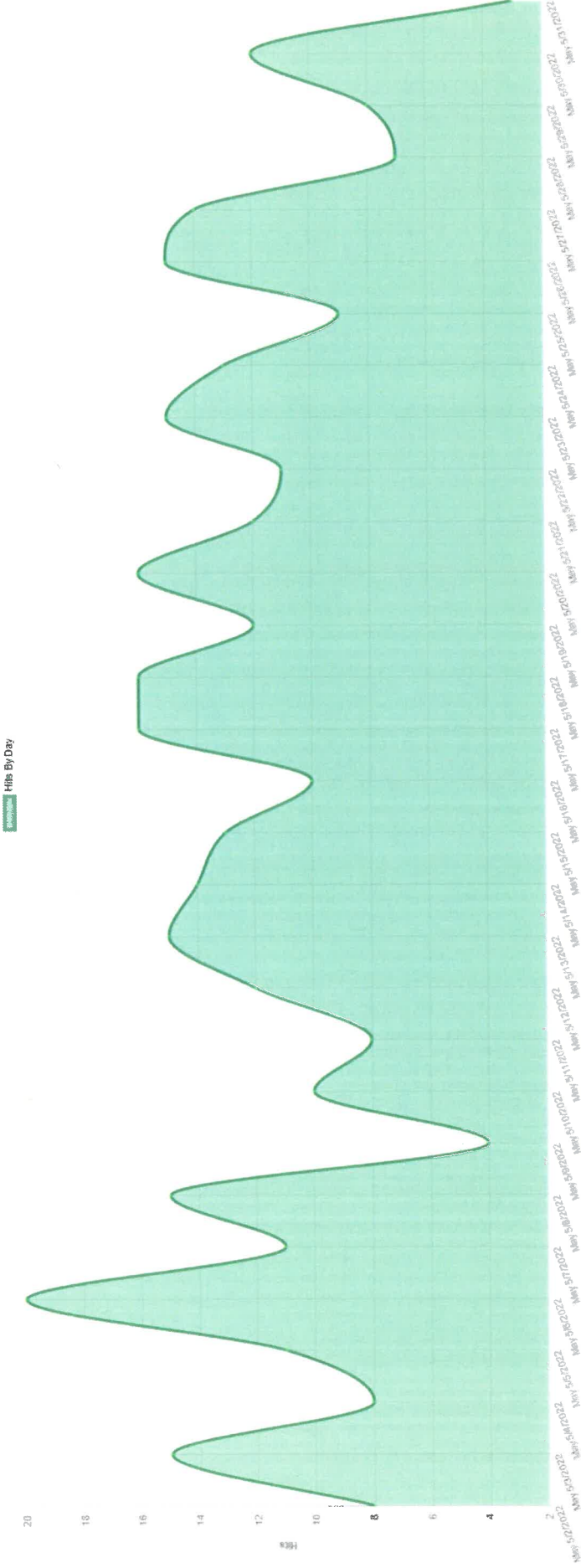
Total Hits:
353

Export May 2 - May 31



Topics (14) Cameras (32)

Search



Top 6 Categories

Hits Report

Total Hits:
185

Export 

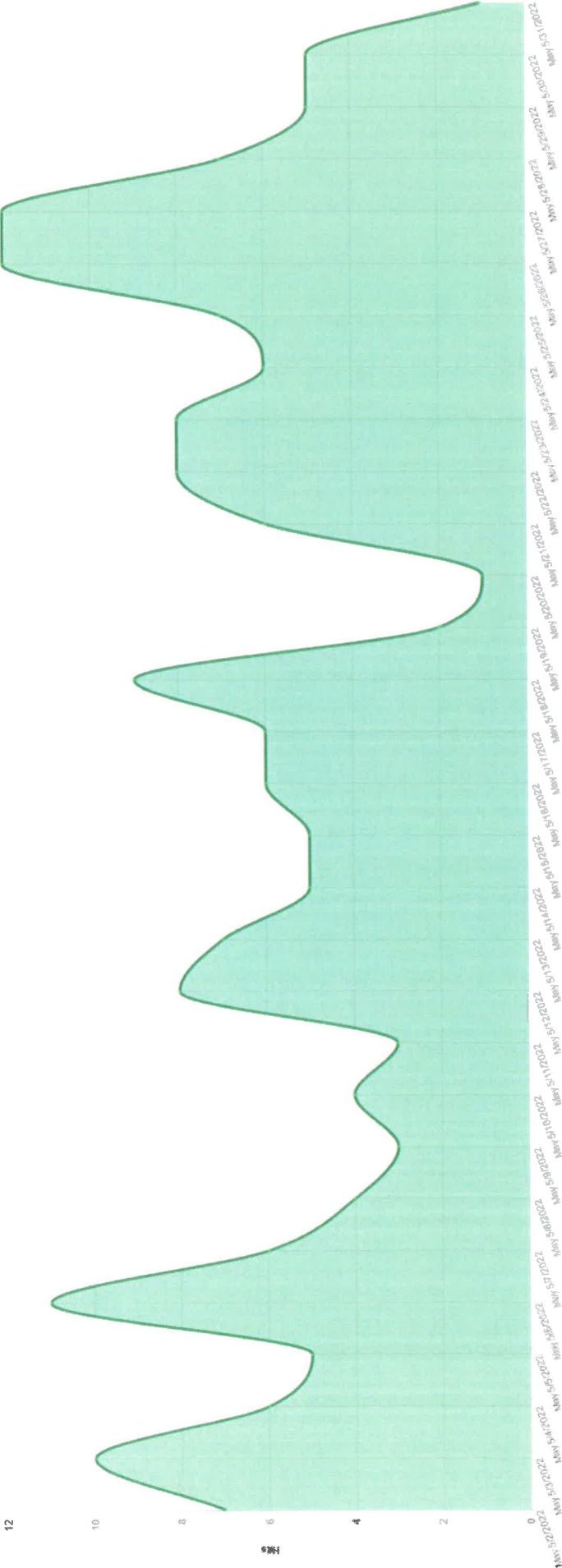
May 2 - May 31

Topics (6) ▾

Cameras (32) ▾

Search

 Hits By Day



Sex Offenders Only Hits

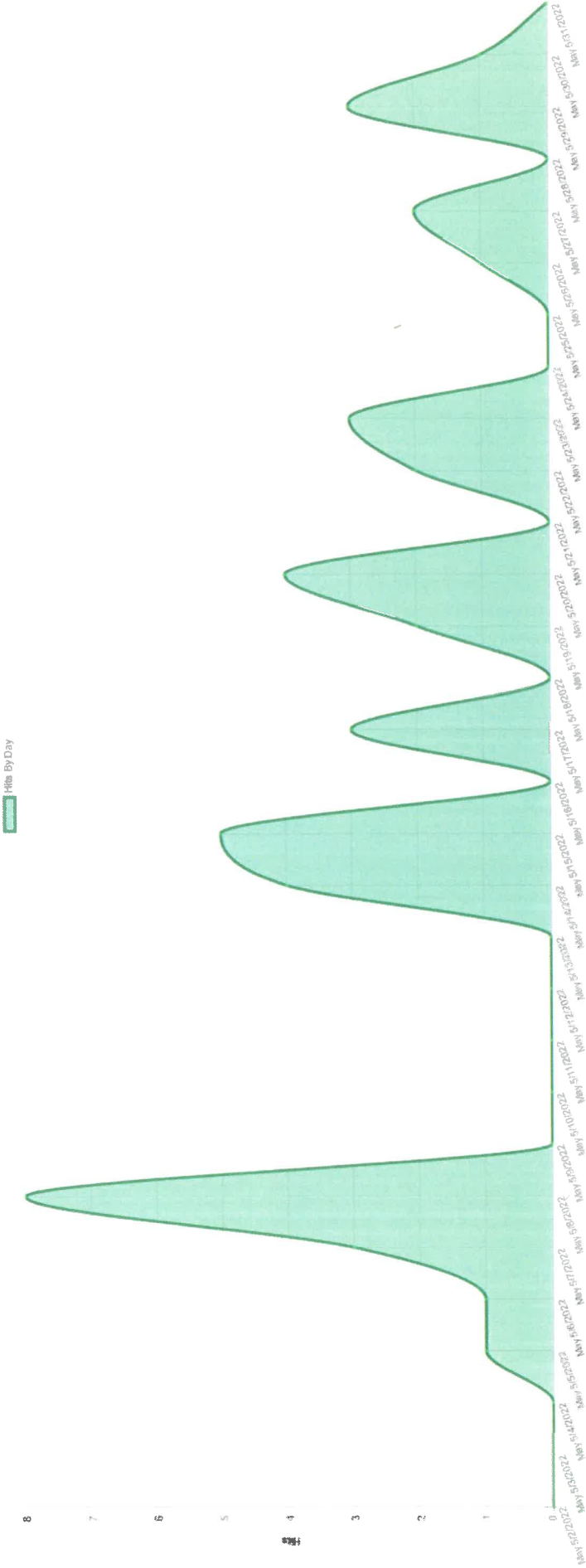
Hits Report

Total Hits:
43

Export  May 2 ~ May 31

Topics (1)  Cameras (32) 

Search



Hits/Reads By Camera

1	30/367,775	17	0/128,753	Total Reads – 4,772,622
2	4/195,391	18	6/143,472	
3	0/0	19	9/401,782	
4	4/143,399	20	6/253,593	Unique Reads – 1,846,682
5	1/109,207	21	16/388,027	
6	0/107,757	22	24/406,714	Hits- 353
7	20/265,327	23	14/214,304	
8	10/239,708	24	6/110,226	6 Top Hit List- 185
9	1/68,203	25	1/60,472	
10	7/151,686	26	0/55,018	*Newest cameras – Full Month
11	0/80,675	29	Riverbend 0/4,928	Gessner/Bayou
12	2/77,843	#30	Beinhorn/Voss 0/69,670*	Greenbay and Memorial
13	8/244,416*	#32	Greenbay/Memorial 3/85,241*	Beinhorn and Voss E/B
14	3/76,058	#181	5/139,497	
15	1/9,382	Trailer	0/10,478	
16	4/114,971	Strey	0/51,958	

ALPR Recoveries						
Num	Plate	Vehicle	Loc	Val	Links	Date
1	PYW1930	Jeep Pat	6	\$ 18,000.00	Missing Peson	5-Jan
2	NS26202	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	FeiWarrant	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 ACE	21	\$ 18,000.00		20-Mar
15	94AQZQ	ToyCam	2	\$ -	Hotlist Mail Th	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	Q252W43	F150	27	\$ 30,000.00		26-May
29	RFK9077	NissMur	8	\$ 23,000.00		26-May
30	RGR4290	Kia	8	\$ 22,500.00	Poss of Narcot	27-May
31	PBJ4056	Niss	8	\$ 25,500.00	Stolen Firearm	27-May
32	AH01898	UHaul	7	\$ 42,500.00	Stolen misc ite	1-Jun
33						
34						
35						
36						
37						
38						
39						
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41						
42						
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Plate Recoveries		
Plate Recove	Date	Links
IS11QH	1/4/2022	
63B374	1/4/2022	
39496Y1	2/18/2022	same plate on 2 cars
39496Y1	2/18/2022	same plate on 2 cars
NBB1660	3/3/2022	
LSJ3735	3/7/2022	
KTB3323	3/10/2022	Recovered 100+ CC's
BGF8425	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	
1CL5909	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

17 of 31`involved in other crimes =

Firearm in vehicle
Temp Tag

Located but Fled

Date	Plate	Camera
13-Mar	PGP4565	7
26-Mar	KZR0019	19

2022 Value	\$ 821,750.00	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	\$ 4,090,851.00	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 Total Incidents

2022	Crimes Against Persons	Crimes Against Property	Quality of Life Incidents	Total	Arrests	
	January	2	20	54	76	14
	February	0	12	62	74	23
	March	0	16	67	83	21
	April	3	16	64	83	18
	May	0	15	60	75	18
	June					
	July					
	August					
	September					
October						
November						
December						
Total	5	79	307	391	94	

Incidents	House Checks		YTD BH INC	YTD BH HC	YTD PP INC	YTD PP HC	YTD HC INC	YTD HC HC
3781	2849		1191	950	1312	1043	1214	854
3588	2510		984	748	1011	714	1476	1048
6164	4904		1883	1549	1588	1241	2562	2104
4641	3459		1231	908	1393	1055	1907	1495
5737	4292		1762	1333	1617	1223	2217	1736
23911	18014		7051	5488	6921	5276	9376	7237

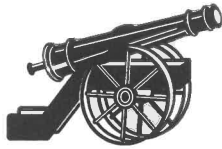
2021 Totals	21	251	712	984	153
Difference					
% Change					

2022 Officer Committed Time to Service Report

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
BAKER, BRIAN C	* 1:12:06	0:25:57	0:41:47	3:39:42	2:14:53									
BIEHUNKO, JOHN	18:43:22	2:22:28	16:34:24	16:11:16	0:05:01								1	14
BOGGUS, LARRY	*	5:53:12	4:40:34	3:14:42	4:18:58									
BURLESON, Jason	12:07:07	8:50:51	10:28:24	15:39:39	20:46:39								5	10
CANALES, RALPH EDWARD	15:47:48	12:59:21	20:33:16	7:12:09	18:07:20								8	18
CERNA, BLAIR C.	*	10:28:34	4:46:23	5:09:00	13:16:49	3:28:16								
ECKERFIELD, Dillion	14:43:31	50:20:55	41:45:59	20:58:59	46:51:13								5	44
HARWOOD, NICHOLAS	8:52:50	12:08:28	17:02:07	32:38:36	14:55:59								3	35
JARVIS, RICHARD	15:27:18	13:08:35	11:48:58	17:43:16	17:42:14								4	28
JONES, ERIC	*	0:00:00	0:00:00	2:26:49	0:58:54									
KELSO JR, RONALD K	18:23:38	18:34:45	18:24:13	16:24:02	21:26:07								7	19
KUKOWSKI, Andy	8:41:08	29:17:18	19:38:51	10:43:16	14:27:45								3	54
LOWRIE, Andy	22:19:30	25:03:32	25:44:26	30:50:09	37:16:39								4	71
MCCLVANY, ROBERT	15:57:19	16:56:24	11:49:41	15:02:12	15:14:52								1	23
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								4	10
Ortega, Yesenia	13:37:44	13:06:03	27:04:16	21:00:00	22:35:33								2	19
OWENS, LANE	*	1:19:54	0:00:00	0:01:20	1:17:38								3	50
PAVLOCK, JAMES ADAM	7:53:53	12:46:08	21:56:20	18:00:52	19:42:42								1	
RODRIGUEZ, CHRISTOPHER	*	3:33:25	1:10:27	2:30:35	3:18:59	9:12:09							2	27
SCHANMEIR, CHRISTIAN	13:46:24	13:54:19	22:55:54	19:04:49	24:31:16								3	110
SCHULTZ, RAYMOND	* 0:08:10	0:19:11	0:00:00	3:09:04	0:58:56									
SILLIMAN, ERIC	18:28:11	21:46:57	18:28:05	20:43:02	30:52:29								3	21
SPRINKLE, MICHAEL	2:24:25	3:42:07	7:30:26	10:26:51	8:13:27								2	8
TAYLOR, CRAIG	14:23:05	8:57:33	15:22:47	8:22:56	15:25:16								7	12
TORRES, PATRICK	17:51:27	15:18:21	12:19:55	18:43:20	15:41:19								3	11
VALDEZ, JUAN	12:53:25	15:40:46	23:53:53	17:10:21	27:45:20								2	14
VASQUEZ, MONICA	17:21:21	13:46:27	13:46:55	29:48:40	27:25:02								2	23
WHITE, TERRY	19:20:30	25:56:34	40:33:51	25:47:31	15:35:11								2	624
WILLIFORD, Adam	2:52:41	16:38:20	42:14:42	22:19:22	24:49:13								75	
* = Admin														

Dispatch Committed Time													Totals
911 Phone Calls	256	313	376	313	395								1653
3700 Phone Calls	2431	1978	2504	2412	2739								12064
DP General Phone Calls*	55:52:24	43:36:37	62:07:20	60:05:05	63:55:16								

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



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: June 21, 2022

Agenda Item Number: VIII

Subject/Proceeding: Mayor's Report

Exhibits: Ordinance No. 22-578

Approval(s): Karen Glynn

Executive Summary

The Mayor's Report Includes the following:

- A. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. 22-578, 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
- B. Consideration and Possible Action Regarding Appointment of Mayor Pro-Tem for a Term of One Year
- C. Consideration and Possible Action Regarding Designation of the City's Audit Finance Committee
- D. Report on Activities and Upcoming Events
 - Parades & Events
 - Bunker Hill Elementary School – 5th Grade Parade – May 26, 2022*
 - Villages Independence Day Parade – Monday, July 4, 2022*
 - Other Updates

The Emergency Disaster Ordinance is attached.

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

The Mayor is recommending action on the Finance Committee and the Mayor Pro-Tem Position which serve for one year.

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

Appointments to the Planning and Zoning Commission, Zoning Board of Adjustment, and the City's Municipal Court will be made again in 2023.

The following also lists the Councilmember activities. The Mayor is recommending the Councilmember activities remain for one additional year.

City Councilmember Assignments	
Mayor Pro-Tem:	Susan Schwartz
Finance Committee:	Robert Lord (Mayor) Susan Schwartz
Beautification Committee Chair:	Laurie Rosenbaum
Drainage Committee Chair:	Jack Christiansen
Public Safety Committee Chair:	Michelle Belco
Technology Committee:	Eric Thode
Planning and Zoning Commission Liaison:	Keith Brown
Police Commissioner:	Carl Moerer Bert Rosenbaum
Police Commissioner Alternate:	Billy Murphy
Fire Commissioner:	Keith Brown
Fire Commissioner Alternate:	Clara Towsley
H-GAC Reps:	Susan Schwartz Eric Thode - Alternate
Memorial / Gessner Improvements:	Laurie Rosenbaum

ORDINANCE NO. 22-578

**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 and May 17, 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 sixty (60) 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 60 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.

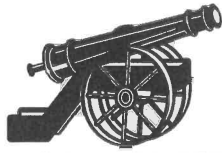
Section 7. This ordinance shall take effect immediately upon its approval.

PASSED, APPROVED AND ORDAINED on this 21st day of June 2022

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary



CITY OF BUNKER HILL VILLAGE

CITY COUNCIL

Agenda Request

Agenda Date: June 21, 2022

Agenda Item No: X & XI

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO AMEND THE CONTRACT WITH JLA CONSTRUCTION SOLUTIONS UNDER THE CITY'S ALTERNATIVE BID PROCESS TO CONSTRUCT THE PUBLIC WORKS AND DISASTER OPERATIONS CENTER ADDING IN THE GUARANTEED MAXIMUM PRICE OF \$1,741,514.00

CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE CITY ADMINISTRATOR TO APPROVE CONTRACTS WITHIN THE SPECIFIED NOT TO EXCEED AMOUNTS TO PROVIDE FOR INCIDENTAL NEEDS FOR THE CONSTRUCTION OF THE PUBLIC WORKS AND DISASTER OPERATIONS CENTER

- A. Materials Testing Not to Exceed \$40,000.00 to be funded from the Construction Budget
- B. Temporary Facilities Not to Exceed \$15,000.00 to be funded from the Construction Budget
- C. Water and Wastewater Utilities Not to Exceed \$50,000.00 to be funded from the Utility Fund Water Line Rehab.

Exhibits: JLA Construction Solutions LLC – Guaranteed Maximum Price Amended Contract

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

Budget: 2022 CIP GF – Public Works Facility 06-00-00-9191
2022 CIP UF – Public Works Facility 07-00-00-9191

Executive Summary

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

PGAL and Staff conducted the CMAR Proposal Process in December and January, and the City Council awarded the contract to JLA Construction Solutions LLC.

JLA conducted the bid process for sub-contractors in May and has presented Staff and PGAL the list of sub-contractors and a guaranteed maximum price (GMP) for the construction. The total price is \$1,741,514.00. This does include a contractor's contingency of \$92,389.00 (5%); however, this allows for the guaranteed maximum price.

This is above the City's Construction Budget which was funded in the 2022 CIP at \$1.5 Million for construction and \$200,000.00 for incidentals needed for the project (Total \$1.7M between General Fund (35%) and Utility Fund (65%)).

Incidentals to Date total approximately \$10,000.00 for materials/environmental testing of the old building, survey work and removing Harris County's ozone sensor.

Additional Materials Testing is not included in the GMP and is primarily required for the concrete foundation and walls. This is an item that is at the owner's discretion. PGAL and staff are proposing a budget of \$40,000. The testing company on the project is Terracon Consultants, Inc.

Temporary Facilities are not included in the GMP and are needed for the public works personnel after demolition of the existing structure occurs. A temporary construction trailer has been determined to be the best and least expensive route to meet this need. Working with the architect for the project and our CMAR, a rental trailer is proposed to be located at the rear of the City Hall site near the water plant facilities. The cost of this rental for the expected period of construction is \$15,000.00.

Securing Water to the Building is another area of decision. Fire sprinklers are required as part of the design for the new building. Existing water supply lines cannot provide sufficient water for fire service and a new water supply line is necessary. A review of the City's water lines near the new building shows that an existing water main on Chattam Lane is a dead-end line and service to the residents on Chatam would improve if the line were "looped" into the city hall site. This extension of the Chatam line into the City Hall Water Plant would provide an access point sufficient for water service to the new building. In addition, city personnel are currently required to flush all dead-end water lines monthly and the looping would eliminate this maintenance requirement for Chatam Lane. Proposed cost of design, easement procurement and construction is requested in an amount not to exceed \$50,000.00. If approved, this work could be added as a change order to our current Taylorcrest Transmission Main project.

A second option is to install a water main from the City Hall Water Plant to the new building only. This would be a water line drilled under the rear parking lot to the south end of the new building. This line would be available for future connection to Chattam should the decision be made to loop the Chattam line. Proposed cost of this work is expected to not exceed \$13,000.00 and could also be added as a change order to our current Taylorcrest Transmission Main project.

Staff recommends the first option for the long-term maintenance of the water system.

The total of these recommended items for the project is \$1,806,514.00 and \$50,000 to the Utility Fund. Unfortunately, this is over the City's budget of \$1,700,000. PGAL and JLA have reviewed the pricing and attribute the overage to increases in construction and material costs throughout the project, especially considering the uncertainty of fuel prices.

The City Council will have the opportunity to determine next steps which could include supplementing the budget in 2023 or delaying the project,



JLA Construction Solutions LLC
15825 State Hwy 249
Suite 24
Houston Texas 77086

Attention To:

City of Bunker Hill
Public Works & Disaster Building
11977 Memorial Drive
Houston Texas 77024

Project Name & Location: Public Works & Disaster Operations Building						
Project Owner: The City of Bunker Hill Village						
Building Area SF:		6,000	JLA Construction Solutions			
Roof Area SF:		3,000	Construction Management Services			
Site Area SF:		50,000	1.15	1st. GMP Estimate		
Paved Area SF:		10,000	Acres			
Project Description New Two Story Addition to City Hall for Emergency Management Services						
Sales Tax Factor:		0.00%				
Renovation Sales Tax Factor:		0.00%				
Estimate Date:		June 2, 2022				
Duration:		10.00	Months			
Potential Delays:		0.00	Months	PGAL Architects		
Total GC Months:		10.00	Months			
Code	Item / Description	Labor	Material	Subcontract	Total	Cost / SF
1	General Expenses	\$164,141	\$15,600	\$47,455	\$227,196	\$37.87
	Allowances:			Below	Below	
	Contractor's Contingency Allowance			92,389	92,389	\$15.40
2	Site Work			90,000		
	Erosion Control, SWPPP			3,000	3,000	\$0.50
	Site Demolition			Below	Below	
	Building Demolition			0	0	\$0.00
	Hazardous Material Abatement			Excluded	Excluded	
	Site Clearing & Earthwork (Per Struct. Gen. Notes)			75,450	75,450	\$12.58
	Building Pad			Above	Above	
	Soil Stabilization			Above	Above	
	Site Utilities:			Below	Below	
	Water Main (In Div. 22)			w/ Plumbing	w/ Plumbing	
	Fire Main (60 LF)			0	0	\$0.00
	Sanitary Sewer (In Div. 22)			w/ Plumbing	w/ Plumbing	
	Storm Drainage (Not Required)			Excluded	Excluded	
	Natural Gas Sleeves (Not Required - Electric Heat)			Excluded	Excluded	
	Site Utility Fees - Including All Meters Assessments			Excluded	Excluded	
	Haul Utility Spoils			6,000	6,000	\$1.00
	Site Concrete Work (In Div. 3)			w/ Bldg. Conc.	w/ Bldg. Conc.	
	Concrete Paving (In Div. 3)			w/ Bldg. Conc.	w/ Bldg. Conc.	
	Concrete Curbs (In Div. 3)			w/ Bldg. Conc.	w/ Bldg. Conc.	
	Sidewalks (In Div. 3)			w/ Bldg. Conc.	w/ Bldg. Conc.	
	Light Pole Bases (Not Required)			Excluded	Excluded	
	Fencing (Not Required)			Excluded	Excluded	
	Landscaping & Irrigation (Not Required - Or Add Allowance)			Excluded	Excluded	
	Sodding & Hydromulch			4,000	4,000	\$0.67
	Site Caulking			3,500	3,500	\$0.58
Pavement Markings & Signage			2,000	2,000	\$0.33	
3	Concrete			275,000		
	Building Concrete (Incl. Replacement Damaged Site Concrete)			257,700	257,700	\$42.95
	Tilt-Up Panels			Above	Above	
	Drilled Piers or Continuous Footings			Above	Above	
	Reinforcing Steel			Above	Above	
	Miscellaneous Building Concrete			Above	Above	
	Layout & Engineering for Concrete			7,500	7,500	\$1.25
	Tilt-Up Inserts and Braces			12,500	12,500	\$2.08
	Remove Concrete Spoils & Debris			6,000	6,000	\$1.00
4	Masonry			21,500		
	Masonry Work (900 SF)			22,500	22,500	\$3.75
	Masonry Reinforcing			500	500	\$0.08
5	Metals			199,900		
	Structural Steel			155,250	155,250	\$25.88
	Steel Joists & Deck			Above	Above	
	Miscellaneous Steel			Above	Above	
	Steel Railings			Above	Above	
	Steel Stairs			Above	Above	
	Steel Erection			44,650	44,650	\$7.44

	Tilt-Up Panel Erection	Above	Above	
6	Wood, Plastics & Composites	30,000		
	Rough Carpentry	5,000	5,000	\$0.83
	Finish Carpentry	Below	Below	
	Millwork	27,927	27,927	\$4.65
	Solid Surface or SS Counter Tops	Above	Above	
7	Thermal & Moisture Protection	70,000		
	Waterproofing & Dampproofing - Vapor Barrier at Ext. Wall	Below	Below	
	Caulk Tilt-Up Panels	Below	Below	
	Building Insulation - Rigid System at Exterior Wall	22,799	22,799	\$3.80
	Building Insulation - Batt (Sound Batts Only)	In Div. 9	In Div. 9	
	Vapor Retarders	Above	Above	
	Roof & Deck Insulation (Rigid on Roof Only - No Deck Insul.)	Below	Below	
	Gutters & Downspouts	Below	Below	
	Single Ply Roofing	47,759	47,759	\$7.96
	Roof Accessories - Roof Hatch	1,500	1,500	\$0.25
	Spray Fireproofing	Excluded	Excluded	
	Fire Stopping & Safing	Allowance	Allowance	
8	Openings	111,000		
	Hollow Metal Doors & Frames	15,000	15,000	\$2.50
	Plastic Laminate Doors	Above	Above	
	Finish Hardware	Above	Above	
	Install Doors & Hardware	Above	Above	\$0.00
	Access Doors & Frames	Excluded	Excluded	
	Aluminum Entrances & Storefronts	Below	Below	
	Glass & Glazing (Impact Resistant)	86,000	86,000	\$14.33
	Louvers & Vents	8,000	8,000	
9	Finishes	100,000		
	Metal Framing & Drywall	60,000	60,000	\$10.00
	Exterior Sheathing	Above	Above	
	Drywall Finishing	Above	Above	
	Sound Batt Insulation	Above	Above	
	Acoustical Ceilings	10,000	10,000	
	Tiling		0	\$0.00
	Resilient Base	Above	Above	
	Carpeting	None	None	
	Sealed Concrete Floors	10,000	10,000	\$1.67
	Floor Preparation		0	\$0.00
	Painting & Coatings (No Wall Coverings)	5,000	5,000	\$0.83
	Exterior Painting	\$15,000		
10	Specialties	40,226		
	Visual Display Boards	Excluded	Excluded	
	Signage & Graphics	5,000		
	Toilet Partitions	11,574	11,574	\$1.93
	Install	Above	Above	
	Toilet Accessories	Above	Above	
	Install	Above	Above	
	Fire Extinguishers & Cabinets	Above	Above	
	Install	Above	Above	
	Canopies & Walkway Covers (400 SF)	23,652	23,652	\$3.94
11	Equipment	15,000		
	Residential Appliances (See Below)		15,000	\$2.50
	Install	Above	Above	
	(1EA. Electric Range, Dishwasher, Ice Machine, Refrigerator)	Above	Above	
12	Furnishings			
	Blinds & Shades	Excluded	0	\$0.80
	Furnishings			
	Site Furnishings			
13	Special Construction	None	None	

AIA[®] Document A133[™] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the twenty first day of June in the year 2022

(Paragraph Deleted)

BETWEEN the Owner:

(Paragraph Deleted)

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

and the Construction Manager:

(Paragraph Deleted)

JLA Construction Solutions, LLC 15825 SH 249
Suite 24
Houston, Texas 77086

for the following Project:

(Paragraph Deleted)

The new two story addition to the existing City Hall will house the offices, conference room, kitchen, workroom, locker rooms, dog kennels.

The Architect:

(Paragraph Deleted)

PGAL, Inc.
Suite 200
3131 Briarpark Drive
Houston, Texas 77042

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

Any reference to AIA Document A201-2017 shall be construed as the AIA Document A201-201-2019, as amended.

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Paragraph Deleted)

The new Public Works and Disaster Operations Building is a two story addition to the existing City Hall will house the offices, conference room, kitchen, workroom, locker rooms, dog kennels. The building is approximately 6,000 SF. The second floor will be used for storage and will left unfinished.

§ 1.1.2 The Project's physical characteristics:

(Paragraph Deleted)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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| (Paragraph Deleted)

| \$1,500,000.00

| (Paragraphs Deleted)

| (Paragraph Deleted)

| (Paragraph Deleted)

| (Paragraph Deleted)

| (Paragraphs Deleted)

| (Paragraphs Deleted)

| (Paragraphs Deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

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User Notes: (3B9ADA3F)

| *(Paragraph Deleted)*

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

| *(Paragraphs Deleted)*

| *(Paragraphs Deleted)*

| *(Paragraph Deleted)*

| *(Paragraphs Deleted)*

§ 1.1.11 The Architect's representative:

| *(Paragraph Deleted)*

| Jeff Gerber, AIA LEED AP BD+C
PGAL, Inc.
Suite 200
3131 Briapark Drive
Houston, Texas 77042

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§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

(Paragraph Deleted)

Justin Rodriquez, Project Manager
David Naceanceno, Superintendant
John R. Alvarez, Project Executive
Laura Alvarez, Field Office Manager
Yvonne Blaney, Field Office Support
Austin Alvarez, Field Engineering

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(Paragraph Deleted)

Robert Alvarez, Director; H. DeWayne Lucas, Estimating; John R. Alvarez, Contracts

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
See Article 9 herein for
specific instructions,

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

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§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201–2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information

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Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§3.1.4.1 Construction Delays. Owner shall not be liable to Contractor and/or any Subcontractor for Claims, damages, costs, or expenses of any nature resulting from or arising out of any type, kind or variety of delays caused by or attributable to Owner, Owner's other contractors or Architect unless such delay results in an extension to the Contract duration as measured by an appropriate CPM analysis. Contractor shall be required to take reasonable measures consistent with a duty to mitigate to overcome any such delays and any available float in the Project Schedule shall be first absorbed, as mutually agreed by both parties, before finding that the Contract duration has been exceeded. Unless the above conditions are met for any delay event, the sole remedy against Owner for any and all such other delays shall be the allowance of additional time for completion of the Work, the duration of which shall be subject to the claims procedure set forth in the Contract Documents. Additional general conditions shall be allowed for Project delays caused by Owner provided the conditions set forth herein and elsewhere in the Contract Documents are satisfied.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

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§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Paragraph Deleted)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

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- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.
6. **Notwithstanding any other provisions, the Guaranteed Maximum Price shall be the sum of the following:**
 - a. the sum of all accepted subcontractor or trade bids or proposal, including, if acceptable to Owner, proposals from the Construction Manager to self-perform portions of the work;
 - b. the amount of the Construction Manager's General Conditions Costs;
 - c. the Construction Manager's contingency;
 - d. the Construction Manager's Fee, which may not be calculated or included in any work performed by the Construction Manager's own forces; and
 - e. allowances, if any, as approved by the Owner.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. No sales tax or other tax from which the Owner is exempt shall be included in the proposal or any portion of the Cost of the Work.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information

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or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. Upon request, the Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Paragraph Deleted)

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§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(Paragraph Deleted)

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Paragraph Deleted)

1.5 %

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee. The Guaranteed Maximum Price (GMP) for the project will be \$1,741,514.00 which includes a CMAR contingency of \$92,389.00. The GMP is detailed in the attached GMP Complete Binder dated 6-14-2022. The GMP is based upon the PGAL contract documents dated May 2022 which includes specifications and drawings dated May 2022, Addendum No. 1. and Invitation to Bid.

§ 6.1.2 The Construction Manager's Fee:

(Paragraph Deleted)

The Preconstruction Phase Services fee for performing pre-construction phase services (design phase) in accordance with the project schedule including all associated costs such as travel, printing, consultant fees, general overhead, offices supplies, etc. shall be three months at a not to exceed amount of \$2,000.00 per month for a total not to exceed amount of \$6,000.00.

The Construction Services fee for performing construction services shall be 4.75 percent of the cost of work.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

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For change order additions, the fee will be 10% of the change order amount. For change order deductions, the fee will be 0% of the change order amount.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Paragraph Deleted)

§ 6.1.7 Other:

(Paragraph Deleted)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. To the extent that the Cost of the Work is less than the Guaranteed Maximum Price, as adjusted by Change Order in accordance with the terms of the Contract, then such savings shall become the property of the Owner. The Construction Manager shall not participate in any savings.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

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§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Paragraph Deleted)

As negotiated with the City.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the

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completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

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§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017. This section shall not include costs incurred to deal with or respond to an emergency caused by the fault, act or omission of the Construction Manager or anyone acting by or through the Construction Manager.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .9 Costs for services incurred during the Preconstruction Phase;
10. Except as provided in Section 7.7.3, costs to repair defective Work and other costs to comply with Contractor's warranty obligation under the Contract;
11. Costs incurred in the submission process relating to the Request for Proposals issued by the Owner;
12. Rental costs or lease payments for vehicles used solely for commuting, together with any and all automobile insurance premiums; and
13. The Contractor shall not include any subcontractor payment or performance bond cost as a part of the GMP without Owner's prior written approval.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 The selection of subcontractors by the Construction Manager shall be in accordance with the rules and procedures set forth in Texas Government Code sections 2269.255, 2269.256, and 2269.257. This process shall include but not be limited to the following steps:

1. For all elements of the Work, the Construction Manager must obtain the Owner's written approval of the packaging of the scope of work for trade contractors or subcontractors, prior to publicly advertising for bids or proposals from trade contractors or subcontractors.
2. The Construction Manager shall publicly advertise, in accordance with, and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the Work other than the minor work that may be included in the General Conditions. The Construction Manager may seek to perform portions of the Work itself. However, the Construction manager must submit its sealed bid or proposal, for those portions of the Work, in the same manner as, but prior to, all other trade contractors or subcontractors. The Owner may, at its discretion, permit the Construction Manager to perform portions of the Work, but only if the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner, and that adequate competition for such portions of the Work were achieved through the advertising process. The Owner reserves the right to have an outside estimator review and evaluate all proposals for portions of the Work for which the Construction Manager competes, prior to

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deciding on such proposals, and further reserves the right to accept any proposal that Owner determines to be in the best interest of the Owner.

3. The Construction Manager and the Owner's representative shall review all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, the Architect or the Owner. For portions of the Work that the Construction Manager seeks to self-perform, only the Architect and Owner shall open and review such proposals. All bids or proposals shall be made public after the award of the contract or within seven days after the date of final selection of bids or proposals, whichever is later.
4. If the Construction manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the accepted bid or proposal shall be the one used to generate the Guaranteed Maximum Price.

§ 9.1.1 In accordance with section 2269.256(b) of the Texas Government Code, when a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. The Owner shall retain the right to audit such records for the entire retention period.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that a proper Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Paragraph Deleted)

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§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

Init.

- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraph Deleted)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Paragraph Deleted)

Preconstruction services.

(Paragraphs Deleted)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Paragraph Deleted)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or

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arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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(Paragraph Deleted)

1.5 %

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(Paragraph Deleted)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Paragraph Deleted)

☒ [X] Litigation in a court of competent jurisdiction

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

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§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner;

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- 4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017, and

1. In the event the Owner's termination for cause is determined or adjudged to have been wrongful or constitute a breach of contract on the part of the Owner, Construction Manager's damages, and recovery against Owner shall be strictly limited to the amounts that Construction Manager would be entitled to recover had Owner terminated this Agreement for convenience under Article 13 of this Agreement or Article 14 of the A201 document.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

The Owner may terminate this agreement for convenience.

(Paragraph Deleted)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than two million (\$ 2,000,000.00) for each occurrence and one million (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

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§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million (\$ 1,000,000.00) each accident, one million (\$ 1,000,000.00) each employee, and one million (\$ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million (\$ 1,000,000.00) per claim and one million (\$ 1,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(Paragraph Deleted)

Coverage

Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(Paragraph Deleted)

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§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit.

(Paragraph Deleted)

(Paragraphs Deleted)

(Paragraph Deleted)

Document	Title	Date	Pages
Concept Package			

.7 Other documents, if any, listed below:

(Paragraph Deleted)

This Agreement is entered into as of the day and year first written above.

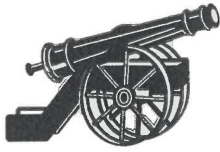
OWNER (Signature)

Karen Glynn, City Administrator
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

John R. Alvarez, President
(Printed name and title)

Init.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: June 21, 2022

Agenda Item No: XII

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT WITH UNDERGROUND CONSTRUCTION SOLUTIONS FOR THE CONNECTION OF THE TAYLORCREST WATER TRANSMISSION MAIN CONSTRUCTION TO THE TAYLORCREST WATER PLANT IN AN AMOUNT NOT TO EXCEED \$135,890.00**

Exhibits: Bid Information

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

Budget: Utility Fund Capital Projects – 07-00-00-9180.01 -\$1,900,000 *includes the remainder of the project and Phase V - the Connection to the Water Plant which will be a separate contract*

Executive Summary

The City has been discussing the new water well at Bunker Hill Elementary over the past few years. The Consulting Team and staff developed an overall plan for the project to ensure coordination with the reconstruction of Bunker Hill Elementary School. This is the final item needed to complete the connection of Water Well No. 5 and the Taylorcrest Water Plant and to utilize water produced by the new well.

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

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

Staff is recommending the award of the Taylorcrest Water Plant Connection Project to Underground Construction Solutions in the amount of \$135,890.00. The project timeframe is 60 calendar days. There were four bids submitted for the project. See the attached letter summarizing the bids and recommending Underground Construction Solutions.

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

Staff recommends approval of this contract.

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

Phase:	Description:	Design:	Bid:	Construction:
I	Well Prep Site work	May 2020 – Nov 2020	Sept-Nov 2020 <i>By SBISD Change Order</i>	Nov 2020 – Jan 2021 <i>March – May 2021</i>
II	Drill Well/ Construction	May 2020 – Jan 2021	Oct-Dec 2020	Dec 2020 - Nov 2021 Jan 2022
<i>Critical Path Summer (June-August) 2021 - Well Drilling/Construction</i>				
III	Well Site Work & Restoration	Oct 2020 – Oct 2021	Sept - Nov 2021	Nov 2021 – Jan 2022 March 2022
IV	Transmission Line to Taylorcrest	Mar 2021 – Dec 2021	Nov–Dec 2021 Jan – March 2022	Dec 2021– Apr 2022 Summer 2022
V	Connection of the Transmission Line to Taylorcrest Water Plant		April – May 2022	60 days August – October 2022



TBPE No F-449

June 3, 2022

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

Subject: Recommendation for Award, Water
Well No. 5 Transmission Line – Water Plant
Improvements
LEI Job No. 200-027, Contract No. 2

Dear Mayor Lord and City Council:

Bids for construction of subject project were received at the City of Bunker Hill Village until 2:00 p.m., Thursday, June 2, 2022, and subsequently opened and read in public. Four (4) bids were received on the project; there were errors in the third and fourth bids, which did affect the order of the bidders.

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

Bidders	Subtotal Amount Bid (Item Nos. 1 thru No. 6)	Subtotal Amount Bid Supplementary Bid Items (Item No. 7 thru No. 10)	Total Amount Bid (Item Nos. 1 thru No. 6) and Subtotal Amount Bid Supplemental Bid Items (Items Nos 1 thru No. 10)
Underground Construction Solutions, LLC	\$125,140.00	\$10,750.00	\$135,890.00
W W Payton Corporation	\$242,000.00	\$8,000.00	\$250,000.00
W-Industries	\$322,149.00	\$10,900.00	\$333,049.00
Aranda Industries	\$361,386.00	\$7,325.00	\$368,711.00

A copy of the bid tabulation is attached.

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



Mayor Robert P. Lord
and City Council
City of Bunker Hill Village
June 3, 2022
Page 2

As time of completion was specified as 60 calendar days, time is not a consideration in evaluating the bids.

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

Therefore, we recommend that the project entitled "Water Well No. 5 Transmission Line – Water Plant Improvements, LEI Job No. 200-027, Contract No. 2" be awarded to Underground Construction Solutions, LLC, on the basis of their low Total Amount Bid (Item Nos. 1 thru No. 6) and Total Amount Bid Supplemental Bid Items (Item Nos. 7 Thru No. 10) in the amount of One Hundred Thirty-Five Thousand Eight Hundred Ninety Dollars (\$135,890.00), with a completion time of 60 calendar days.

Sincerely,

LANGFORD ENGINEERING, INC.

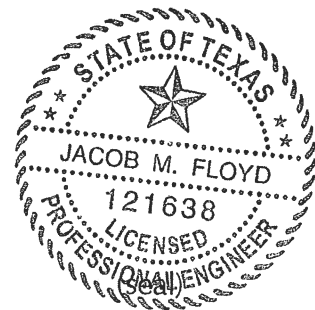


Jacob Floyd, P.E.
Project Manager

Imm

Attachments

cc:



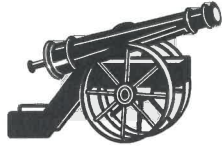
Bid Opening

City of Bunker Hill Village
 Project Water Wall No. 5 Transmission Line - Water Plant Improvements
 Langford Engineering, Inc. (TBPE F-449)
 Project No. 200-027, Contract No. 2

60 Calendar Days

Bid Date: 2:00 p.m.,
 Thursday, June 2, 2022
 Opened and Read at 2:00 p.m.
 Thursday, June 2, 2022
 Council Chambers, City Hall

Item No.	Description of Work	Approx. Quantity	Unit	Underground Const. Solutions, LLC Houston, Texas 5% G.A.B.		W W Payton Corporation Katy, Texas 5% B.B.		W-Industries Houston, Texas 5% T.A.B.		Aranda Industries Houston, Texas 5% G.A.B.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Base Bid											
1.	Mobilization, not to Exceed 5% of Base Bid, Complete in Place	1	L.S.	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00	\$ 16,000.00	\$ 16,000.00	\$ 17,250.00	\$ 17,250.00
	All Work, Materials, and Labor Associated with the Installation Proposed Water Plant Yard Piping, from Existing 12" Equalization Line to Proposed 12" Waterline Below Ground, Including, but not Limited to, Above Ground Piping, Valves, Fittings, Supports, Sample Ports, Chemical Feed Diffuser Installation, Concrete Pad, Piping Supports, Welding Flange Onto Existing Equalization Line and Coating, with Final Color to be Selected and Approved by CWNER, as per Plan and Specifications, Complete in Place	1	L.S.	\$ 80,000.00	\$ 80,000.00	\$ 189,860.00	\$ 189,860.00	\$ 168,108.00	\$ 168,108.00	\$ 260,000.00	\$ 260,000.00
2.	All Work, Materials, and Labor Associated with the Installation of 12" (C800 Certi-Lok CL235 PVC) Water Line Pipe, in Augured Hole Construction, All Depths and Soil Types, Including Fittings Within Water Plant, Including Testing, Restoration of Area, and Disinfection, as Approved by CWNER, Complete in Place	120	L.F.	\$ 130.00	\$ 15,600.00	\$ 300.00	\$ 36,000.00	\$ 823.00	\$ 110,760.00	\$ 274.00	\$ 32,880.00
3.	1/4-inch LAS Polyethylene Chemical Feed Line Including Fittings Injection Quill from LAS Chemical Building to Wall Piping, Complete in Place	134	L.F.	\$ 25.00	\$ 3,350.00	\$ 10.00	\$ 1,340.00	\$ 60.00	\$ 8,040.00	\$ 104.00	\$ 13,936.00
4.	1-inch Chemical Feed Lines for LAS and Chlorine, Schedule 80 PVC or HDPE, All Depths, Complete in Place	270	L.F.	\$ 25.00	\$ 6,750.00	\$ 10.00	\$ 2,700.00	\$ 60.00	\$ 16,200.00	\$ 104.00	\$ 28,080.00
5.	2-inch PVC Schedule 20 Casing for LAS and Chlorine Feed Lines Under Existing Paving in Augured-Hole Construction, Complete in Place	84	L.F.	\$ 35.00	\$ 2,940.00	\$ 25.00	\$ 2,100.00	\$ 60.00	\$ 5,040.00	\$ 110.00	\$ 9,240.00
6.	Total Amount Bid (Item Nos. 1 thru No. 6)				\$ 125,140.00		\$ 242,000.00		\$ 322,148.00		\$ 361,386.00
Supplemental Bid Items											
7.	Extra Cement-Stabilized Sand Back Fill, as Authorized by Engineer, Complete in Place	10	C.Y.	\$ 200.00	\$ 2,000.00	\$ 40.00	\$ 400.00	\$ 350.00	\$ 3,500.00	\$ 35.00	\$ 350.00
8.	Extra Bank-Sand Bedding and/or Backfill, as Authorized by Engineer, Complete in Place	10	C.Y.	\$ 100.00	\$ 1,000.00	\$ 25.00	\$ 250.00	\$ 150.00	\$ 1,500.00	\$ 35.00	\$ 350.00
9.	Extra Aggregate Bedding, as Authorized by Engineer, Complete in Place	5	C.Y.	\$ 50.00	\$ 250.00	\$ 30.00	\$ 150.00	\$ 100.00	\$ 500.00	\$ 75.00	\$ 375.00
10.	Extra Concrete Pavement, Including Stabilized Subgrade (6" Thickness), 8" Cement-Stabilized Base, Reinforcing Steel, Material, as Authorized by Engineer, Complete in Place	50	S.Y.	\$ 150.00	\$ 7,500.00	\$ 144.00	\$ 7,200.00	\$ 108.00	\$ 5,400.00	\$ 125.00	\$ 6,250.00
	Subtotal Amount Bid Supplementary Bid Items (Item Nos. 7 thru No. 10)				\$ 10,750.00		\$ 8,000.00		\$ 10,800.00		\$ 7,325.00
	TOTAL AMOUNT BID (ITEM NOS. 1 THRU NO. 6) AND SUBTOTAL AMOUNT BID SUPPLEMENTAL BID ITEMS (ITEM NOS. 7 THRU NO. 10)				\$ 135,890.00		\$ 250,000.00		\$ 333,048.00		\$ 368,711.00
Bid Errors								W-Industries The Total Amount Bid (Item Nos. 1 thru No. 6) and Subtotal Amount Bid Supplemental Bid Items (Item Nos. 7 thru No. 10) Amount Bid: \$0.00 Correct Amount: \$333,048.00	Aranda Industries Section II, Instruction to Bidders Article 12 12.2 - "All blanks on the Bid Form must be completed in ink or by typewriter." The items were not completely filled out. Only the numerical amount was written in.		



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: June 21, 2022

Agenda Item Number: XIII

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A NEW CONTRACT WITH TEXAS PRIDE FOR SOLID WASTE AND RECYCLING SERVICES

Exhibits: Proposed Contract with Texas Pride Disposal

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

Budget: 2022 Mid-Year Adjustment / 2023 Budget Process

Executive Summary

As discussed with the City Council at the May, 2022 Council Meeting, Texas Pride recently sent a letter to all customers regarding a mid-year rate increase as a result of fuel prices. Staff met with Texas Pride to discuss the concerns with recycling and the mid-year rate increase. In addition, staff discussed the opportunity for a new contract given that the City is in the last year of the existing contract with Texas Pride. Texas Pride provided options for the City. These were discussed with the City Council in May. The Council directed staff to work with Texas Pride on the 6 ½ year option.

The attached contract has been developed. The current rate paid to Texas Pride would increase to \$31.00 per month in July 2022 (\$62 per the City's bi-monthly billing) and there will be no increase for 2023. Increases starting in 2024 will be based on the consumer price index and will be effective in January of each consecutive year.

The following outlines the rates for trash and recycling over the years:

City of Bunker Hill Village

Solid Waste and Recycling - 10 Year Summary of Costs

Provider:	Republic Services						Texas Pride					
Dates:	2013	2014	2015	2016	2017	2018	2018 - June	2019	2020	2021	2022	7/1/2022 - 1/1/2024
Bi Monthly Billing												
Trash	\$ 47.54	\$ 48.92	\$ 48.92	\$ 49.66	\$ 50.54	\$ 51.55	\$ 56.88	\$ 56.88	\$ 56.88	\$ 58.78	\$ 61.42	\$ 62.00
Recycling	\$ 6.12	\$ 6.30	\$ 19.38	\$ 19.67	\$ 20.02	\$ 20.42	\$ 56.88	\$ 56.88	\$ 56.88	\$ 58.78	\$ 61.42	\$ 62.00
	\$ 53.66	\$ 55.22	\$ 68.30	\$ 69.33	\$ 70.56	\$ 71.97	\$ 56.88	\$ 56.88	\$ 56.88	\$ 58.78	\$ 61.42	\$ 62.00
Admin	\$ 3.71	\$ 3.67	\$ 4.22	\$ 4.24	\$ 4.32	\$ 4.40	\$ 5.44	\$ 5.44	\$ 5.44	\$ 5.44	\$ 5.66	
Taxes	\$ 4.73	\$ 4.86	\$ 5.98	\$ 6.07	\$ 6.18	\$ 6.18	\$ 5.14	\$ 5.14	\$ 5.14	\$ 5.30	\$ 5.53	
Rate to Resident												
Total:	\$ 62.10	\$ 63.75	\$ 78.50	\$ 79.64	\$ 81.05	\$ 82.55	\$ 67.46	\$ 67.46	\$ 67.46	\$ 69.52	\$ 72.62	
Annual Increase:	CPI = 2.42%	CPI = 2.90%	New Contract*	CPI = 1.51%	CPI = 1.77%	CPI = 2.00%	Transfer of Contract	No Increase	No Increase	CPI=3.50%	* CPI=4.50%	New Contract 0.94%

Staff recommends entering into the new 6 ½ year contract with Texas Pride Disposal. In review of the Solid Waste Fund, there is fund balance available over the 3 - month reserve to absorb the increase from July to December. The cost for the next six months is approximately \$2,500.00. Staff recommends no rate increase to residents for the remaining 6 months in 2022.

This rate will remain for 2023. The 2023 rate will be discussed during the 2023 Budget Process.

Background

In February 2018, the City Council approved the transfer for Solid Waste and Recycling Services from Republic Services to Texas Pride under the same conditions and pricing. At the time, the City was in year 4 of a 5-year contract with Republic Services for these services. The existing (transferred) contract period ended in December 2019 with the option to extend for three additional 1 - year options. The City is in the third and final 1 – year option with Texas Pride. The City Council approved a rate increase of 4% in October 2021 effective for 2022.

Overall, the City has been pleased with the services provided by Texas Pride over the years especially considering the COVID 19 situation. There have been no interruptions to the City's service. The City has recently been experiencing some challenges with recycling. Staff is working closely with Texas Pride to address.

RESIDENTIAL SOLID WASTE COLLECTION CONTRACT

This Residential Solid Waste Collection Contract (the “Contract”) is entered into by and between the City of Bunker Hill Village (hereinafter referred to as “City” or “Customer”) and Texas Pride Disposal Solutions LLC, DBA Texas Pride Disposal (hereinafter referred to as “Texas Pride Disposal”). This Contract supersedes and replaces any and all previous Contracts entered into, honored, or assigned to and between Texas Pride Disposal and the City of Bunker Hill Village.

If this Contract is accepted by both parties, collection will begin on July 1, 2022 (“Effective Date”).

In consideration of the covenants and agreements set out and the payments provided for, Texas Pride Disposal and Customer agree as follows:

1. Contract Amount

A. Texas Pride Disposal will be paid \$31.00 per month, plus applicable sales tax, per active residential water connection for twice-weekly garbage collection and once-weekly recycle collection based on the connection count provided by the City.

B. Texas Pride Disposal will be paid \$293.52 per month, plus applicable sales tax, for the one (1) eight (8) cubic yard dumpster serviced twice-weekly from City Hall.

2. Payment

A. For services defined in this Contract, Texas Pride Disposal shall invoice Customer on a monthly basis. Customer agrees to make full payment to Texas Pride Disposal within forty-five (45) days of receipt of Texas Pride Disposal’s invoice.

B. Except as otherwise provided by this Contract, the rate of compensation shall remain effective until December 31, 2024. Any changes thereafter to the rate of compensation shall, whether due to increases in the Consumer Price Index or due to unusual changes in its cost of operations, such as revised laws, ordinances and regulations; changes in location of disposal sites or changes in disposal charges; and increase in the number of residential units, such as growth or annexation, shall be pre-approved in writing by the Customer, in its sole discretion, before becoming effective. Any such request for a rate adjustment must be submitted by Texas Pride to the Customer no later than September 1 of the year before the rate adjustment will go into effect. Any rate adjustment approved by the Customer shall be effective beginning January 1 of the calendar year following the approval of the request. If the Customer and Texas Pride Disposal cannot agree to a new rate, either may terminate this contract with ninety (90) days’ written notice.

Texas Pride will utilize the most recently published CPI-U: All Items Index, Select Areas, The Woodlands-Houston-Galveston to determine the proposed increase.

3. Grant of Exclusive Authority

During the term of this Contract, Customer will not contract with any other entity for the purpose of collection and disposal of residential solid waste, garbage, refuse, trash and rubbish within the boundaries of the Customer or any tracts, territories, or areas hereafter annexed or to be acquired

by the Customer except if Texas Pride declares Force Majeure or otherwise fails to perform. Under this Contract, the Customer may in its sole discretion, retain other contractor(s) to provide the services not being provided by Texas Pride due to a claim of Force Majeure or failure to perform under the Agreement. Notwithstanding the foregoing, Customer may contract with another entity, as necessary, for dumpster services at the Customer's facilities.

4. Term

A. The initial term of the Contract shall be for a six and a half (6.5) year period beginning upon the Effective Date of the Contract. The term of this Contract shall be automatically renewed for a one (1) year period unless either party shall give written notice of termination by certified or registered mail, return receipt requested to the other party at least ninety (90) days prior to the termination of the initial term, or any renewal term.

B. Notwithstanding the foregoing and as a supplemental and additional means of termination of this Agreement, in the event that Texas Pride Disposal does not perform according to the terms of the Contract, the Customer shall have the right to cancel provided the Customer shall have first given Texas Pride Disposal written notice of Texas Pride Disposal's nonperformance and allowed Texas Pride Disposal thirty (30) days after receipt of said notice to cure such nonperformance. Any such written notice shall be served by certified or registered mail, return receipt requested. Customer's determination of cure of nonperformance shall be conclusive.

C. In addition to the above, Texas Pride Disposal may petition the Customer at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances and regulations; changes in location of disposal sites or changes in disposal charges; and increase in the number of residential units, such as City growth or annexation. Any such rate adjustment must be pre-approved in writing by Customer, in its sole discretion, before becoming effective; if the Customer and Texas Pride Disposal cannot agree to a new rate, either may terminate this contract with sixty (60) days' written notice.

5. Right of Assignment

This Contract, as well as the rights hereunder, may be assigned by Texas Pride Disposal, as well as any and all successors at its option but only with prior written approval of the Customer.

6. Work Specifications

Garbage Collection: Household Garbage, Green Waste, and Bulky Items

On each regularly scheduled collection day, Texas Pride Disposal will provide backdoor collection of household garbage. "Backdoor Collection" is defined as visible from the street and not found behind any gate, fence, or structure. Waste should be placed between the curb and garage or side-yard gate in a location clearly visible from the curb.

Household Garbage should be contained in designated trash cans between twenty (20) and ninety-six (96) gallons in size and under fifty (50) pounds. Garbage may also be placed in bags under fifty (50) pounds. Normal household garbage collection is expected not to exceed the equivalent of 3 - 96 gallon containers/bags per collection day.

Once emptied, Cans will be placed at the same location as found.

B. On each regularly scheduled collection day, Texas Pride Disposal will provide backdoor collection of household yard waste. "Backdoor Collection" is defined as visible from the street and not found behind any gate, fence, or structure. Waste should be placed between the curb and garage or side-yard gate in a location visible from the curb.

Yard waste should be contained in designated trash cans between twenty (20) and ninety-six (96) gallons in size and under fifty (50) pounds. Yard waste may also be placed in bags under fifty (50) pounds. Branches should be securely tied and bundled under four (4) feet in length and under fifty (50) pounds. A limit of eight (8) bags/bundles will be collected each collection day. Once emptied, Cans will be placed at the same location as found.

C. On each regularly scheduled collection day, Texas Pride Disposal will provide **curbside** collection of bulky items. A limit of two (2) bulky items will be collected each collection day.

D. If a resident has waste that exceeds normal collection guidelines, the resident can contact Texas Pride Disposal directly to negotiate a fee for collection of excess waste. The agreed-upon fee is payable by the resident directly to Texas Pride Disposal.

E. Texas Pride Disposal does not collect dirt, rocks, bricks, concrete, tires, fuels, oils, chemicals, fertilizers, paints, or batteries. These are not considered household garbage.

F. Texas Pride Disposal shall clean up any spillage that occurs during the collection process; provided, however, that if gasoline, motor oil, cooking oil, paint, or any other liquid items in a garbage container are not seen by Texas Pride Disposal personnel resulting in spillage that causes a stain, Texas Pride Disposal shall not be responsible, unless Texas Pride Disposal failed to act with the care and skill ordinarily provided by a reasonably prudent solid waste disposer in the same or similar circumstances.

G. Texas Pride Disposal will provide garbage collection to households on a Monday/Thursday or Tuesday/Friday schedule. Recycle will be collected on Wednesday.

H. Texas Pride Disposal is not responsible for normal wear and tear of resident owned trash containers.

7. Recycling

On each regularly scheduled collection day, Texas Pride Disposal will provide backdoor collection of household recyclables. "Backdoor Collection" is defined as visible from the street and not found behind any gate, fence, or structure. Recycling should be placed between the curb and garage or side-yard gate in a location clearly visible from the curb. Recycle will be collected on Wednesday. Normal household recycling is expected not to exceed the equivalent of 3 - 96 gallon containers/bags per collection day.

Recycling must be contained in the provided recycle cart, old recycle containers, or containers clearly labeled recycle. Once emptied, Carts will be placed back at the same location as found.

B. Acceptable recyclables items include cardboard, paper products (mail, magazines, books, paperboard, newspaper, computer paper), rigid plastics #1-#7 (excludes Styrofoam and plastic

bags), glass bottles and jars, and aluminum and tin containers. In the event that materials become economically feasible to include in the recycling program, Texas Pride Disposal reserves the right to negotiate for the addition of materials to the recycle stream with a corresponding adjustment to the Contract Amount. Likewise, in the event that materials become infeasible to recycle, Texas Pride Disposal reserves the right to negotiate for the removal of materials from the recycle stream with a corresponding adjustment to the Contract Amount.

C. Texas Pride Disposal will provide curbside Christmas Tree Recycling to City annually if requested on a date agreed upon between City and Texas Pride Disposal.

D. In the event that Customer has interest in a green waste/yard waste recycling program, Texas Pride Disposal and Customer will work together on the education, rollout, and feedback on a pilot program within the City.

8. Operation

A. Hours of Operation: Collection of any refuse and recycling will not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions would be due to unusual circumstances.

B. Holidays: If the scheduled collection day falls on any of the following holidays, the normal services will be resumed the following scheduled collection day. Holidays are: New Year's Day, Thanksgiving Day, and Christmas Day.

C. Office/Complaints: The best and most effective contact for complaints is provided via the Texas Pride Website "chat feature" <https://www.texaspridedisposal.com/> or email at bunkerhill@texaspridedisposal.com. Normal office hours and phone contact is available at 281-342-8178 from 8:00 a.m. to 5:00 p.m. Monday through Thursday, 8:00 a.m. to 4:00 p.m. Friday.

D. Complaints: All complaints will be made to Texas Pride Disposal. If a residence is missed due to Texas Pride Disposal's negligence, Texas Pride Disposal will pick up said residence within twenty-four (24) hours of such notice.

9. Force Majeure

The performance of this Contract may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by Force Majeure occurrence. "Force Majeure" shall mean (a) An act of God, including disease, pandemic, hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, foreign or domestic governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or Recyclables; or (b) a Change in Law. "Change in Law" means (i) the adoption, promulgation, enforcement, or modification or reauthorization after the date of this Contract of any foreign or domestic law, regulation, order, statute, ordinance, rule or binding governmental ruling or order that was not adopted, promulgated, enforced, modified or reauthorized on or before the date of this Contract, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Contract, which in the case of either (a) or (b) establishes requirements affecting a party's

operation under this Contract more burdensome than the requirements that are applicable to such party and in effect as of the date of this Contract. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Contract that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

10. Indemnification

(A) TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS SET OUT IN SUBPARAGRAPH (b) BELOW, TEXAS PRIDE DISPOSAL SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT OR TEXAS PRIDE DISPOSAL'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF TEXAS PRIDE DISPOSAL, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF TEXAS PRIDE DISPOSAL OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY TEXAS PRIDE DISPOSAL OR ANYONE FOR WHOSE ACTS TEXAS PRIDE DISPOSAL MAY BE LIABLE.

(B) NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, TEXAS PRIDE DISPOSAL SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF TEXAS PRIDE DISPOSAL OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF DISTRICT AND TEXAS PRIDE DISPOSAL THAT IN SUCH EVENT TEXAS PRIDE DISPOSAL IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF TEXAS PRIDE DISPOSAL'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR TEXAS PRIDE DISPOSAL UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. TEXAS PRIDE DISPOSAL SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH.

11. Licenses

Texas Pride Disposal will, at its expense, obtain all licenses and permits necessary for the performance of Texas Pride Disposal's services as set forth by the Contract. Texas Pride Disposal agrees to comply with all of the existing laws and regulations of the Local, State of Texas, and Federal agencies and any further laws or regulations which may be enacted by same, and agrees

to comply with the prescribed or enforced regulations pertaining to the subject matter of the Contract. Waste pursuant to the Contract will be deposited at sanitary landfills approved and permitted to operate by the Texas Commission on Environmental Quality and any other applicable regulatory agency as required by applicable laws and regulations.

12. Insurance

Texas Pride Disposal shall obtain and maintain throughout the term of this Contract, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below. Upon execution of this Contract, Texas Pride Disposal shall furnish to Customer certificates of insurance and any endorsement required hereunder issued by the insurance carrier evidencing compliance with the insurance requirements hereof. Certificates shall list Texas Pride Disposal, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. Texas Pride Disposal shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Contract. Texas Pride Disposal shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

A. Worker's Compensation:

- \$1,000,000 Bodily Injury (Each Accident)
- \$1,000,000 Bodily Injury By Disease (Each Employee)
- \$1,000,000 Bodily Injury By Disease (Policy Limit)

B. General Liability:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$300,000 Damage To Rented Premises (Each Occurrence)
- \$10,000 Medical Expense (Any One Person)

C. Automobile Liability:

- \$1,000,000 Combined Single Limit (Each Accident)

D. Excess Umbrella:

- \$5,000,000 Each Occurrence
- \$5,000,000 Aggregate

Customer and the Customer's agents and employees shall be added as additional insured to all coverages required under this Contract, except for worker's compensation insurance and professional liability insurance, using ISO form CG 2010 (07 04) or equivalent. All policies written on behalf of Contractor shall contain a waiver of subrogation in favor of the Customer and the Customer's agents, and employees with the exception of professional liability insurance. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the customer, and without rights of contribution or recovery against the Customer or from any such other insurance available to the Customer. Texas Pride Disposal and not the Customer shall be responsible for paying the

premiums and deductibles, if any, that may from time to time be due under all the insurance policies required of Texas Pride Disposal. Certificates of insurance acceptable to Customer shall be submitted to Customer prior to the commencement of work.

13. Independent Contractor

Texas Pride Disposal has been retained by Customer for the sole purpose and to the extent set forth in this Contract, and Texas Pride Disposal has sole responsibility for the method, manner, and supervision of the services that it provides under the terms of this Contract. Texas Pride Disposal's relationship to Customer during the term of this Contract is that of an independent contractor.

14. Notices

Notices, requests, demands, and other communications hereafter shall be in writing and delivered or mailed prepaid to:

CONTRACTOR:

Texas Pride Disposal
Attn: Kevin Atkinson
PO Box 79529
Houston, TX 77279

CUSTOMER:

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

All notices and communications delivered in accordance with this section shall be deemed delivered upon the earlier of: (i) the date received or (ii) three business days after the date of delivery or deposit in a domestic United States depository box.

Either party may change its address for notice by giving three days prior written notice to the other party.

15. Governing Law

This Contract shall be construed in accordance with and shall be governed by the laws of the State of Texas excluding any conflict of law rules that would apply the laws of another jurisdiction. Venue shall be in Harris County, TX.

16. Statutory Verifications

A. By signing and entering into the Contract, Texas Pride Disposal verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Texas Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Contract. "Boycott Israel" has the meaning assigned to such term pursuant to Section 808.001 of the Texas Government Code. "Boycott energy companies" has the meaning assigned to such term pursuant to Section 808.001 of the Texas Government Code.

B. By signing and entering into the Contract, Texas Pride Disposal verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular

Session, "SB 19"), it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Contract. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code (as added by SB 19).

17. Terrorist Organization Certification

As a condition of this Contract, Texas Pride Disposal represents and warrants that at the time of this Contract Texas Pride Disposal: (i) does not engage in business with Iran, Sudan or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is not a company listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

18. Severability

If any provision of this Contract shall be declared void, illegal, or unenforceable by any court or administrative agency having valid jurisdiction, the entire Contract shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

19. Entire Agreement

This Contract contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Contract, and there are no understandings or agreements other than those incorporated herein. This Contract may not be modified except by written instrument signed by both parties. In the event of a conflict between any of the foregoing provisions of the Contract, the former shall be controlling.

Texas Pride Disposal Solutions LLC

City of Bunker Hill Village

By: _____

By: _____

Title: _____

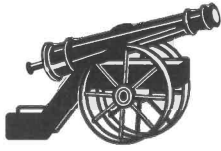
Title: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: June 21, 2022

Agenda Item No: XIV

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION ON ADDITIONAL PROJECTS FOR 2022 AS RECOMMENDED BY THE CITY'S BEAUTIFICATION COMMITTEE**

Exhibits: Right of Way Use Agreements:

- Warrenton Homeowners Association
- Whispering Oaks Maintenance Association

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

Budget: Beautification Budget

Executive Summary

The Beautification Committee met on Tuesday, May 24, 2022 to review and recommend additional projects to accomplish in 2022. This list is based on the \$40,000 budgeted in the 2022 Budget plus \$9,290.25 carry over from prior years.

The initial list for 2022 was approved at the March Meeting and the following projects have been completed:

- Landscaping to supplement the Eagle Scout Project on Strey at Memorial
- Entrance Sign at Gessner and Frostwood Elementary

The following additional projects are proposed for 2022:

- Landscaping to supplement the Eagle Scout Project at Greenbay Pedestrian Bridge (\$5k)
- Bench on Bunker Hill Road – Add Landscaping and Trees (\$10k)
- Taylorcrest at Blalock Entrance Sign Upgrade and Extend Landscaping (\$8k)
- Memorial at Blalock Entrance Sign Upgrade Landscaping (\$5k)

The additional projects were also discussed but will be proposed at a later date:

- Powder coat school zone flashing light equipment (2 flashers \$4k)
- Taylorcrest Water Plant Landscaping Upgrade (\$5k hold until const. comp)

In addition, the City has formalized agreements for landscaping in the City's Rights of Way with the following. These agreements are ready for Council approval. This allows the HOAs to landscape and requires the maintenance of these improvements.

- Right of Way Use Agreement with Warrenton Homeowners Association
- Right of Way Use Agreement with Whispering Oaks Maintenance Association

Staff will be working with the Committee on the best time to implement these projects considering the current weather conditions.

MEMORANDUM OF UNDERSTANDING
by and between
THE CITY OF BUNKER HILL VILLAGE
and
WARRENTON NEIGHBORHOOD ASSOCIATION

Background and Purpose

The City of Bunker Hill Village (City) has worked together with the Warrenton Neighborhood Association (Association) to develop entry enhancements and landscape areas on Memorial Drive Right of Way adjacent to the Warrenton Subdivision on Warrenton Drive south of Memorial Drive. The purpose of the landscaping is to create entrance enhancements on the City Right-of-Way for the subdivision.

The purpose of this Memorandum of Understanding is to outline maintenance responsibilities and expectations for the Association and the City.

Terms of Agreement

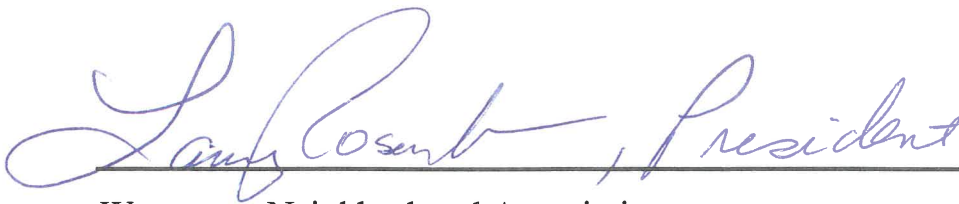
The Association can provide for signage, landscaping, walls, irrigation and lighting within the City Right-of-Way of Memorial Drive south side as shown on Exhibit A. No other areas outside of this description are allowed for the Association use.

The City will not maintain any signage, landscaping, walls, irrigation systems or lighting in these areas except for any sod placed outside of the landscaping. The City may irrigate and mow the sodded areas at the City's option. The City will not provide any water or participate in the cost of any water or any other utilities for the Association landscape areas. The Association agrees to maintain and keep all items in a good and presentable condition or will remove items as needed. Should any item included in this agreement (but not limited to) be destroyed and require replacement, the Association may replace or rebuild the item at equal or smaller size after receiving approval from the City.

Should the condition and appearance of the landscaped areas deteriorate and not be in good and presentable condition, after notice to the Association, the City may

remove any or all landscaping and other items and rescind any and all allowances made by this agreement. This agreement does not provide any ownership rights to the Association for any City property. Further, should the City determine that Association's use of the outlined areas conflicts or impedes with any City use, the City may require the removal of any or all of the signage, landscaping, walls, irrigation systems and lighting. This agreement does not give the Association any future rights should the landscaping be removed.

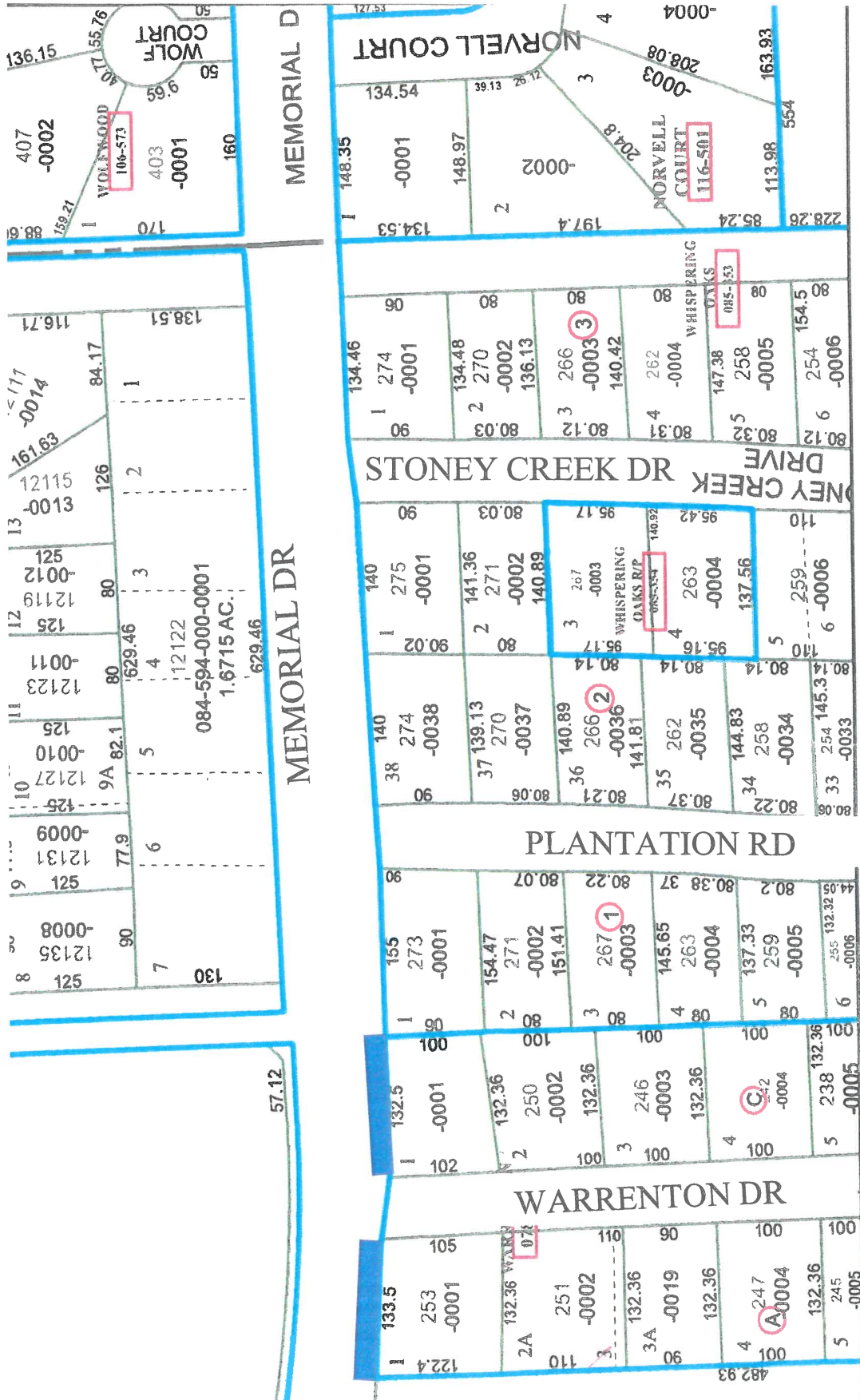
Agreed this the _____ day of _____, 2022

A handwritten signature in blue ink, appearing to read "Larry Rosenb", followed by the word "President" in a cursive script.

Warrenton Neighborhood Association

City of Bunker Hill Village

EXHIBIT "A"



MEMORANDUM OF UNDERSTANDING

by and between

THE CITY OF BUNKER HILL VILLAGE

and

WHISPERING OAKS HOMEOWNER'S ASSOCIATION

Maintenance

Background and Purpose

The City of Bunker Hill Village (City) has worked together with the Whispering Oaks Homeowner's Association (Association) to develop entry enhancements and landscape areas on Memorial Drive Right of Way adjacent to the Whispering Oaks Subdivision on Plantation Road and Stoney Creek Drive, south of Memorial Drive. The purpose of the landscaping is to create entrance enhancements on the City Right-of-Way for the subdivision.

The purpose of this Memorandum of Understanding is to outline maintenance responsibilities and expectations for the Association and the City.

Terms of Agreement

The Association can provide for signage, landscaping, walls, irrigation and lighting within the City Right-of-Way of Memorial Drive south side as shown on Exhibit A. No other areas outside of this description are allowed for the Association use.

The City will not maintain any signage, landscaping, walls, irrigation systems or lighting in these areas except for any sod placed outside of the landscaping. The City may irrigate and mow the sodded areas at the City's option. The City will not provide any water or participate in the cost of any water or any other utilities for the Association landscape areas. The Association agrees to maintain and keep all items in a good and presentable condition or will remove items as needed. Should any item covered by this agreement be destroyed and require replacement, the Association may replace or rebuild the item at equal or smaller size after receiving approval from the City.

Should the condition and appearance of the landscaped areas deteriorate and not be in good and presentable condition, after notice to the Association, the City may

remove any or all landscaping and other items and rescind any and all allowances made by this agreement. This agreement does not provide any ownership rights to the Association for any City property. Further, should the City determine that Association's use of the outlined areas conflicts or impedes with any City use, the City may require the removal of any or all of the signage, landscaping, irrigation systems and lighting. This agreement does not give the Association any future rights should the landscaping be removed.

Agreed this the 24th day of May, 2022

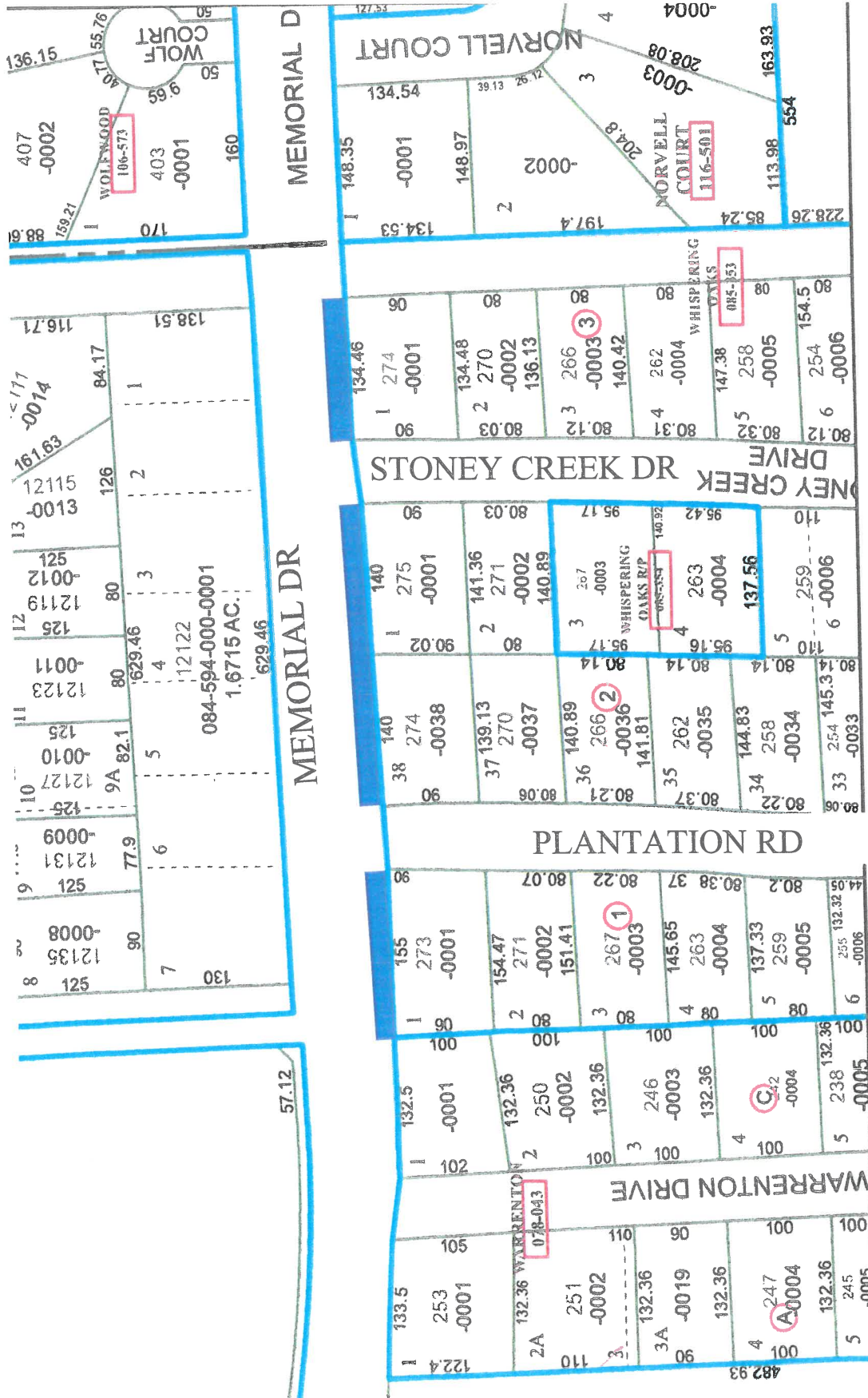
Ann Tidwell, Trustee, President

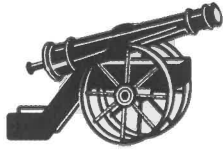
Whispering Oaks Homeowner's Association

Maintenance

City of Bunker Hill Village

EXHIBIT "A"





CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: June 21, 2022

Agenda Item No: XV

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION APPROVING ORDINANCE NO. 22-579 ADOPTING AMENDMENT NO. 6 TO THE ORIGINAL BUDGET OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, FOR THE FISCAL YEAR 2022; PROVIDING DETAILED LINE-ITEM INCREASES OR DECREASES; PROVIDING FOR SEVERABILITY, AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT**

Exhibits: Exhibit – Fiscal Year 2022 Budget Amendment 6

Clearance: Karen Glynn, City Administrator/Acting City Secretary

Executive Summary

City staff is submitting for City Council consideration and approval a budget amendment for Fiscal year 2022 based on recent council actions.

Amendment 6 (attached) compare the Fiscal Year 2022 Adopted Budget passed by City Council in September 2021 to the Fiscal Year 2022 Amendment 6. This includes only an expenditure for the General Fund line item, and a separate column to see all changes from the adopted budget.

Amendments include the following:

Amendment 6: General Fund M&O

On May 17, 2022, the City Council approved the requested Village Fire Department Amendment for the 2021 fund year in the amount of \$22,956.18 for the deficit budget in the 2021 year. In addition, the Fire department requested an amendment in the amount of \$98,010 for the 2022 budget to fund the new Ambulance and Staff 3 new Employee for the 2022 year. The amendment for 2022 was approved as well.

This is a onetime amendment adjustment and for this reason it is recommend Emergency Reserve will fund this expenditure.

The attached Ordinance is recommended for approval and will amend the 2022 adopted budget and document and fund action item to date.

ORDINANCE NO. 22-579

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING AMENDMENT NO. 6 TO THE ORIGINAL BUDGET OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, FOR THE FISCAL YEAR 2022; PROVIDING DETAILED LINE ITEM INCREASES OR DECREASES; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, the City of Bunker Hill Village Budget for the Fiscal Year 2022 was adopted within the time and in the manner required by State law; and

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

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

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

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

Section 2. The City of Bunker Hill Village Budget for the fiscal year 2022 is hereby amended by the adoption of “**Amendment No. 6 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2022,**” a copy of which is attached hereto. The “Amendment No. 6 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2022” shall be attached to and made a part of the Original Budget by the City Secretary; and filed as required by State law.

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

PASSED, APPROVED, AND ADOPTED this the 21ST day of June, 2022.

Robert P. Lord, Mayor

ATTEST:

Karen Glynn, Acting City Secretary

Attachment

CITY OF BUNKER HILL VILLAGE				AMENDMENT NO 6	
2022 BUDGET					
GENERAL FUND					
Acct. # Description			2022 Adopted	2022 Amendment No. 6	Change from Amended Budget
GENERAL FUND					
EXPENSES					
01	5600	Fire Department	\$ 1,416,155	\$ 1,537,122	\$ 120,967
	TOTAL G&A OPERATING EXP.		\$ 1,416,155	\$ 1,537,122	\$ 120,967
The expenditure will be funded by the Emergency Reserve Fund (Balance Sheet) to be reduced by \$120,967.					