

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

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**Agenda Date:** January 17, 2023

**Agenda Item:** IV

**Subject/Proceeding:** Memorial Villages Police Department Report

**Exhibits:** Chief's Monthly Reports:  
***December 2022 (November Data)***  
- Fire Department Assists  
- 2022 Burglary Map  
- 2022 Auto Burglary Map  
- ALPR Hit Locations  
- ALPR Recoveries & List  
- 2022 Total Incidents to Date  
- Officer Committed Time Report to Date  
***January 2023 (December Data)***  
- Fire Department Assists  
- 2022 Burglary Map  
- 2022 Auto Burglary Map  
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**Approval(s):** Karen Glynn, City Administrator

### **Executive Summary**

The Police Commission Report will include the following items:

- A. Update on Activities
- B. Presentation on Area Residential Burglary Investigation

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

At the November City Council Meeting, Councilmember/Commissioner Moerer noted that the Department had made a presentation to the Police Commission regarding the crime solved on Flintdale. This was excellent police work and Councilmember/ Commissioner Moerer recommended the Chief share this presentation with the Council at a future meeting.



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

Raymond Schultz  
 Chief of Police

December 12, 2022

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

During the month of November MVPD responded/handled a total of 4,600 calls/incidents. 3,336 House Watch checks were conducted. 537 traffic stops were initiated with 978 citations being issued for 988 violations. (Note: 15 Assists in Hedwig, 103 in Houston, 2 in Spring Valley and 0 in Hillshire)

*Calls/Events by Village were:*

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	1619/20132	1283/16329	2	221/107/328	9@3:58
Piney Point:	1266/16967	885/13055	3	227/145/373	2@4:10
Hunters Creek:	1570/25751	1159/20919	6	156/131/287	12@4:01
				Cites/Warn/Total	23@4:01

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

Call Type	#	Call Type	#	Citations	#
False Alarms:	119	Ord. Violations:	7	Speeding:	174
Animal Calls:	13	Information:	11	Exp. Registration:	146
ALPR Hits:	127	Suspicious Situations	89	No Ins:	105
Assist Fire:	47	Loud Party	15	License	109
Assist EMS:	41	Welfare Checks:	10	Stop Sign	38
				Fake Plate	39

*This month the department generated a total of 63 police reports.  
 BH-12, PP-22, HC-22, HOU-6, HED-1, SV-0*

Crimes Against of Persons (1)

Assault 1

Crimes Against Property (10)

Burglary of a Motor Vehicle 2  
 UUMV 1 Fraud/ID 7

Petty/Quality of Life Crimes/Events (52)

ALPR Hits (valid) 11 Warrants 4  
 Accidents 11 DWI 3  
 Information Reports 17 Possession of DW 2  
 Possession of CS 2 Extortion 2

Arrest Summary: Individuals Arrested (16)

Warrants 4 Felony 2  
 Class 3 Arrests 7 DWI 3

Budget YTD:	Expense	Budget	%
• Personnel Expense:	4,545,730	5,222,098	87.0%
• Operating Expense:	869,627	959,152	90.6%
• Total M&O Expenditures:	5,415,357	6,181,250	87.6%
• Capital Expenses:	167,914	178,000	94.3%
• Net Expenses:	5,583,270	6,359,250	88.0%

#### Follow-up on Previous Month Items/Requests from Commission

- Finance sub-committee continued work with TMRS Staff.

#### Personnel Changes/Issues/Updates

- TCO Nancy Hubertus submitted notice of intent to resign due to family issues after the holidays. MVPD dispatch has a waiting list of applicants. The number one applicant was moved to the background phase and will start training shortly after the beginning of the year.

#### Major/Significant Events

- Personnel participated in a regional active shooter training exercise on November 17, 2022. The FBI sponsored event was held at the Chinese Baptist Church on Brogden Road. Over 40 LE and 30 Fire/EMS personnel participated in the event that included Incident Command.
- On 11/11/22, the ALPR system notified officers of a suspect involved in the stalking of an area resident. The suspect had just entered the area in a vehicle. Officers responded to the victims address where they intersected the suspect driving near the victim's home. The suspect who had previously been issued a criminal trespass order was arrested as he was found to be DWI.
- MVPD officers were able to locate and assist 2 missing persons who were identified by the ALPR system. Both individuals were assisted in establishing contact with concerned relatives.
- Officers Boggus and Vasquez were busy during the month assisting at numerous school events and activities throughout the villages. Events included career days, appreciation events and assemblies.
- MVPD assisted in sending out both emergency V-Linc communications and SMS messaging to area residents after an emergency boil water notice was issued by the city of Houston.

#### Status Update on Major Projects

- New Servers were moved from the I.T. workspace to the server room in dispatch. Multiple old pieces of electronic equipment were disabled and moved out of the computer room in preparation of the upcoming radio equipment upgrade.
- The radio equipment for the radio system upgrade was ordered and a PO issued.
- Final bids were received on the dispatch furniture equipment for the 2023 upgrade project. The consoles were ordered. The second of 3 bids for flooring was received along with a second bid for electrical work. A third bid is still outstanding and once received will allow for the project to move to the scheduling phase.

#### V-LINC new registrations in November +46

BH – 1531(+21)

PP – 1090 (+8)

HC – 1539 (+14)

Out of Area – 547 (+3)

## November VFD Assists

Calls received directly by MVPD via 911/3700

### Priority Events                      Average Response Times

Total –13	4:19
Fire – 1	5:08
EMS – 12	4:15

### By Village

BH Fire – 0	0:00
BH EMS – 6	4:45
PP Fire – 0	0:00
PP EMS – 0	0:00
HC Fire -1	5:08
HC EMS -6	3:55

### Combined VFD Events (Priority + Radio)

Total – 53	3:50
Fire – 31	3:55
EMS – 22	3:46

### Radio Call Events

Total – 40	3:41
Fire- 30	3:53
EMS- 10	3:16

### Radio Call Events by Village

BH – 8	3:12
PP – 21	3:59
HC – 11	3:32



ALPR Recoveries						
Num	Plate	Vehicle	Loc	Val	Links	Date
1	PYW1930	Jeep Pat	6	\$ 18,000.00	Missing Peson	5-Jan
2	NSZ6202	Chev SPK	19	\$ 14,000.00	Fugitive	9-Jan
3	LBH7413	Toy Cam	8	\$ 18,000.00	Burg/Warr	13-Jan
4	3626866	Niss Sent	24	\$ 14,500.00		14-Jan
5	PSS6946	Chevlmpal	22	\$ 21,000.00		20-Jan
6	27517B1	BllKexus	21	\$ 34,000.00	FelWarrant	30-Jan
7	JMH0296	Ford Must	17	\$ 23,500.00		1-Feb
8	AL32592	U-HAUL	Station	\$ 70,000.00	Poss Meth	24-Feb
9	NPS2672	Ford F150	20	\$ 45,000.00	Carjacking	25-Feb
10	KPH5017	LexG43	17	\$ 18,500.00	Warr	3-Mar
11	NVT0203	Chev Mal	103	\$ 16,000.00	Warr	8-Mar
12	C337283	Chev1500	Coins	\$ 21,000.00	Fugitive	13-Mar
13	NKM9110	Toy SUV	19	\$ 30,000.00	Fugitive	19-Mar
14	LTR0879	Honda ACC	21	\$ 18,000.00		20-Mar
15	94AQ2Q	ToyCam	2	\$ -	Hotlist Mail Thief	25-Mar
16	MKP5490	Toy Rav4	7	\$ 26,000.00	Fugitive	22-Mar
17	PRF3098	Niss Con	19	\$ 18,750.00	Armed Rob	31-Mar
18	GFB5552	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	MZ23102	ChevSub	23	\$ 27,000.00		8-May
28	0252W43	F150	27	\$ 30,000.00		26-May
29	RFK9077	NissMur	8	\$ 23,000.00		26-May
30	RG4290	Kia	8	\$ 22,500.00	Poss of Narcotics	27-May
31	PB14056	Niss	8	\$ 25,500.00	Stolen Firearm	27-May
32	AH01898	UHaul	7	\$ 42,500.00	Stolen misc items	1-Jun
33	KKM3831	ToyCam	8	\$ 20,000.00	Fugitive	11-Jun
34	LFS4848	Honda Civ	20	\$ 15,000.00		14-Jun
35	PXD7306	FordEsc	19	\$ 18,750.00	Fugitive	17-Jun
36	CZV9487	FordF250	24	\$ 37,000.00	Hotwire	18-Jun
37	57BYIV	Kia	24	\$ 24,000.00	hertz Rental	20-Jun
38	RMX4945	Acura	21	\$ 32,000.00	Carjacking	7-Jul
39	0698V50	Toy Cam	Hed	\$ 23,000.00	Fraud	12-Jul
40	4T28195	Trailer	21	\$ 6,000.00	Fraud	18-Jul
41	CQE6383	MerBenz	21	\$ 65,000.00	Fraud	21-Jul
42	RNV3718	Ford Van	21	\$ 17,000.00	Fraud	24-Jul
43	NHV2432	HynEln	1	\$ 18,000.00	Fraud	30-Jul
44	KXR5488	DodJour	6	\$ 9,000.00		2-Aug
45	RS16806	HYNVelos	1	\$ 17,000.00	Fraud	4-Aug
46	DPZ3402	HONCiv	1	\$ 15,000.00	Fugitive	5-Aug
47	RXR2715	HondaCR	Hed	\$ 18,000.00	Fraud	7-Aug
48	PZV0325	INFQX50	8	\$ 21,000.00	Fraud	7-Aug
49	KRL3811	CAD	19	\$ 26,000.00	Fraud	9-Aug
50	RXF2537	HonPilot	21	\$ 17,000.00	Fraud	12-Aug
51	PFG5119	FordExp	6	\$ 19,500.00	Narcotics	17-Aug
52	LWC2986	LandRover	13	\$ 31,000.00	Narcotics	19-Aug
53	AL62414	UHaul	24	\$ 4,000.00		20-Aug
54	AL08211	GMCCargo	22	\$ 30,000.00		20-Aug
55	NYK5679	ToyCor	13	\$ 14,000.00		25-Aug
56	LDPI26 FL	Toy Max	21	\$ 23,000.00		28-Aug
57	RZM2175	BMW328	24	\$ 24,000.00		3-Sep
58	RMV6623	Ford Focus	23	\$ 12,500.00	Fraud-Salv Tittle	6-Sep
59	AE06024	FordVan	22	\$ 42,000.00	Carjacking	13-Sep
60	FJR9716	Audi	1	\$ 31,000.00	Fugitive	14-Sep
61	RCS8286	Chevy	13	\$ 27,000.00	narcotics	1-Oct
62	MHV3766	ChevySil	19	\$ 30,000.00	Stolen plates	3-Oct
63	RYF7801	ToyCam	8	\$ 18,500.00	Fugitive	3-Oct
64	RZZ0130	HondaAcc	23	\$ 15,000.00		8-Oct
65	MHV6529	AudiQ5	8	\$ 24,000.00		14-Oct
66	PKM2430	Ford Must	Hed	\$ 18,000.00		18-Oct
67	48BGP5	ToyRAV	8	\$ 20,000.00		30-Oct
68	RRH6618	Hynd	8	\$ 16,000.00		31-Oct
69	NBG9922	Ford F550	1	\$ 45,000.00		10-Nov
70	46430N3	Niss Alt	Us Coins	\$ 20,000.00	Drugs	14-Nov
71	DW1Y911	Chevy1500	21	\$ 23,000.00	Fraud	26-Nov
72						
73						
74						
75						

Plate Recoveries						
Plate Recove	Date	Links	Plate Reco	Date	Links	
IS11QH	1/4/2022		53821C6	6/25/2022	Fake/Fugitive	
63B374	1/4/2022		NSZ6346	6/27/2022		
39496Y1	2/18/2022	same plate on 2 cars	NMD9375	7/7/2022		
39496Y1	2/18/2022	same plate on 2 cars	03339D99	7/8/2022		
NBB1660	3/3/2022		1BD0631	7/26/2022		
LUS3735	3/7/2022		0541X86	9/2/2022		
KT83323	3/10/2022	Recovered 100+ CC's	7F4429	9/3/2022		
BGF8425	3/15/2022	Hertz	DKS8246	9/3/2022		
72HCF9	3/25/2022		0976X86	9/19/2022		
MKP5490	3/22/2022	On Stolen Veh	70195H3	9/25/2022		
72HCF9	3/26/2022		LEZ740	10/4/2022		
43423 E7	7-Apr		NXN4257	10/6/2022		
30054V3	5/9/2022		7E7288	10/11/2022		
34917B9	5/12/2022		0876P26	10/20/2022		
LCL5909	5/12/2022	Stolen Plate	1625C70	10/21/2022		
0006H59	6/1/2022	Fake Tag	1028C79	10/23/2022		
006H59	6/4/2022	Stolen Plate	PYS7450	11/1/2022		
0252W43	6/4/2022	Stolen Plate	RMR9596	11/2/2022		
0006H59	6/4/2022	Stolen Plate	0594A27	11/14/2022		
PXD7306	6/17/2022	Stolen on Stolen	1505G51	11/16/2022		
86F1775	6/18/2022	Fake/Stolen	NPK9956	11/27/2022		
0271A61	6/24/2022	Fake/Stolen	39396K5	11/28/2022		

Firearm in vehicle  
Temp Tag

Located but Fled					
Date	Plate	Camera	Date	Plate	Camera
13-Mar	PGP4565	7	3-Jul	0339D99	21
26-Mar	KZR0019	19	19-Jul	CQE6383	21
12-Jun	KTG0535	17	15-Aug	PYR2967	22
26-Jun	PYV1695	20	23-Sep	RXY5625	13
26-Jun	PTD5972	23			

Missing Person					
Date	Plate	Date	Plate		
6/7/2022	LZM0966	2	11/26/2022	PYR2203	25
6/7/2022	GLW6656	1			
11/11/2022		21			

42 of 68 involved in other crimes = 63%

Program Summary			
2022 Value	\$ 1,708,000.00	Recovered	40
2021 Value	\$ 1,683,601.00	Recovered	75
2020 Value	\$ 1,147,500.00	Recovered	61
2019 Value	\$ 438,000.00	Recovered	22
<b>Program Total</b>	<b>\$ 4,977,101.00</b>		<b>198</b>

INVESTIGATIVE LEADS					
3/11/2022	JXN1575	20	Mail and Vehicle Thefts	HPD	Case TOT HPD
3/24/2022	94A02Q FL	19	Mail Thefts	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	LING783	Wind	Mail Thieves	Arrest	Arrest
5/23/2022	RKH5452	1	BOH	Lead	To-Be Issued
7/6/2022	78660E1	Hed	Const Theft	Arrest	3 in-custody
10/27/2022		6	Burglary	Warrant	4 suspects
11/11/2022	GRG5628	8/calico	TRO	Arrest	1 in-custody

## 2022 Total Incidents

2022	Crimes Against Persons	Crimes Against Property	Quality of Life Incidents	Total	Arrests	Incidents	House Checks	YTD BH		YTD PP		YTD HC	
								INC	HC	INC	HC	INC	HC
January	2	20	54	76	14	3781	2849	1191	950	1312	1043	1214	854
February	0	12	62	74	23	3588	2510	984	748	1011	714	1476	1048
March	0	16	67	83	21	6164	4904	1883	1549	1588	1241	2562	2104
April	3	16	64	83	18	4641	3459	1231	908	1393	1055	1907	1495
May	0	15	60	75	18	5737	4292	1762	1333	1617	1223	2217	1736
June	1	15	63	79	18	7901	6595	2735	2357	1724	1375	3285	2855
July	0	19	65	84	30	10,781	9439	3554	3189	2612	2228	4454	4017
August	2	13	79	94	24	7,036	5634	2108	1735	1789	1413	2967	2494
September	0	11	57	68	18	5,576	4165	1724	1307	1377	1020	2276	1863
October	2	8	69	79	19	4,627	3125	1341	970	1278	858	1823	1294
November	1	10	52	63	16	4,600	3336	1619	1283	1266	885	1570	1159
December													
<b>Total</b>	<b>11</b>	<b>155</b>	<b>692</b>	<b>858</b>	<b>219</b>	<b>64432</b>	<b>50308</b>	<b>20132</b>	<b>16329</b>	<b>16967</b>	<b>13055</b>	<b>25751</b>	<b>20919</b>

2021 Totals	21	251	712	984	153	96885	83432	34182	30460	25843	22003	35623	30831
Difference													
% Change													



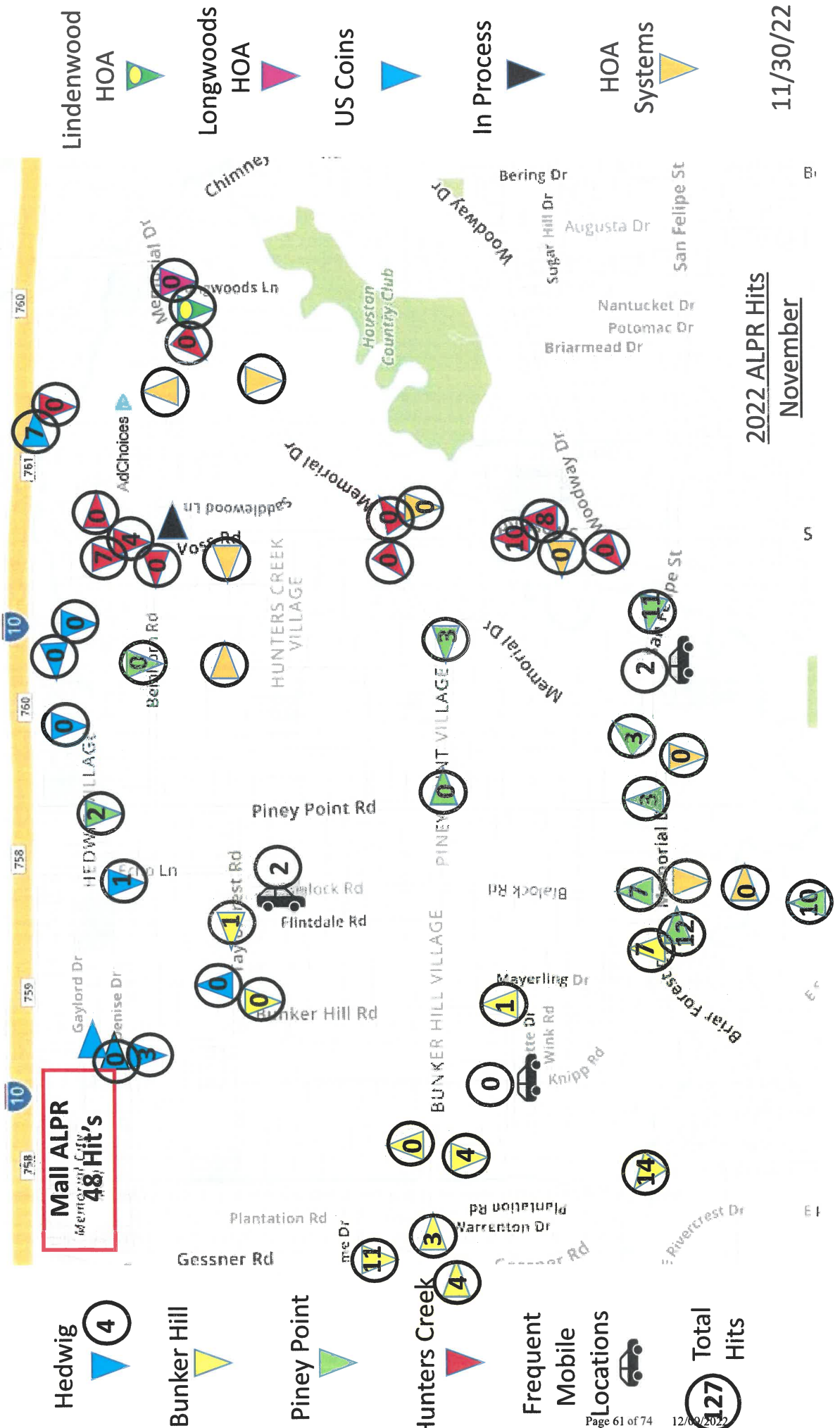
## 2022 Officer Committed Time to Service Report

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
ALSALMANI, ALI														
BAKER, BRIAN C	1:12:06	0:25:57	0:41:47	3:39:42	2:14:53	1:17:03	1:36:45	0:01:36	7:02:02	0:56:24	4:33:30		5	1
BALDWIN, BRIAN														
BIEHUNKO, JOHN	18:43:22	2:22:28	16:34:24	16:11:16	0:05:01	30:06:58	13:29:27	26:57:13	10:18:17	24:30:34	12:19:02		1	23
BOGGUS, LARRY	15:04:47	5:53:12	4:40:34	3:14:42	4:18:58	8:49:03	20:24:31	13:02:30	26:25:28	15:54:27	26:09:10			9
BURLESON, Jason	12:07:07	8:50:51	10:28:24	15:39:39	20:46:39	12:37:07	4:15:44	2:34:08	7:02:51	0:34:11	5:34:31			
CANALES, RALPH EDWARD	15:47:48	12:59:21	20:33:16	7:12:09	18:07:20	18:57:15	24:50:11	20:27:50	13:12:30	16:46:23	12:22:11		5	16
CERNY, BLAIR C.	10:28:34	4:46:23	5:09:00	13:16:49	3:28:16	2:39:05	17:08:31	9:42:12	5:44:02	3:11:10	4:44:37		1	8
ECKERFIELD, Dillon	14:43:31	50:20:55	41:45:59	20:58:59	46:51:13	46:09:14	33:39:36	36:56:10	29:13:14	27:10:50	6:33:41		5	33
HARWOOD, NICHOLAS	8:52:50	12:08:28	17:02:07	32:38:36	14:55:59	19:34:36	15:51:00	5:12:47	22:22:46	22:04:36	22:24:58		4	3
JARVIS, RICHARD	15:27:18	13:08:35	11:48:58	17:43:16	17:42:14	20:08:16	25:38:04	16:09:36	18:06:55	11:21:40	5:27:12		1	26
JOHNSON, JOHN														
JONES, ERIC	0:00:00	0:00:00	0:00:00	2:26:49	0:58:54	0:00:00	0:00:00	0:00:00	0:00:00	0:10:53	0:00:00		1	30
KELSO JR, RONALD K	18:23:38	18:34:45	18:24:13	16:24:02	21:26:07	16:59:04	21:18:40	6:26:15						
KING, JEREMY													3	
KUKOWSKI, Andy	8:41:08	29:17:18	19:38:51	10:43:16	14:27:45	35:09:03	23:03:25	22:42:16	31:17:43	35:09:17	16:52:40			42
LOWRIE, Andy	22:19:30	25:03:32	25:44:26	30:50:09	37:16:39	47:52:05	49:29:44	35:25:22	16:12:44	40:02:02	15:10:52		3	91
MCELVANY, ROBERT	15:57:19	16:56:24	11:49:41	15:02:12	15:14:52	14:52:41	14:09:33	19:15:01	9:12:08	9:07:59	4:01:34		3	21
MILLER, OSCAR	2:11:11	0:26:31	2:26:05	9:03:28	4:23:24									
NASH, CHRISTOPHER	5:48:17	8:01:05	12:25:46	18:40:35	14:35:51	11:49:00	16:46:51	7:04:50						
ORTEGA, Yesenia	13:37:44	13:06:03	27:04:16	21:00:00	22:35:33	31:13:22	32:38:16	21:42:57	16:57:08	20:22:36	9:45:18			21
OWENS, LANE	1:19:54	0:00:00	0:01:20	0:00:00	1:17:38	0:00:00	3:05:43	2:39:36	0:00:00	0:00:00	0:04:57			
PAVLOCK, JAMES ADAM	7:53:53	12:46:08	21:56:20	18:00:52	19:42:42	22:02:06	24:04:31	21:29:20	19:54:17	18:39:43	10:33:53		4	9
RODRIGUEZ, CHRISTOPHER	3:33:25	1:10:27	2:30:35	3:18:59	9:12:09	2:37:41	3:30:42	4:17:13	1:57:38	0:32:23	3:45:02			
SALAZAR, Efrain													3	23
SCHANMEIR, CHRISTIAN	13:46:24	13:54:19	22:55:54	19:04:49	24:31:16	0:00:00	0:00:00	2:55:01	25:56:02	28:18:09	21:02:00		7	22
SCHULTZ, RAYMOND	0:08:10	0:19:11	0:00:00	3:09:04	0:58:56	0:14:11	1:23:01	0:05:17	1:29:27	0:00:00	0:00:00			
SILLIMAN, ERIC	18:28:11	21:46:57	18:28:05	20:43:02	30:52:29	16:55:33	6:26:49	12:22:51	26:01:43	19:02:16	5:52:28		6	43
SPRINKLE, MICHAEL	2:24:25	3:42:07	7:30:26	10:26:51	8:13:27	12:57:33	8:18:24	10:55:32	7:22:49	7:06:11	3:28:27		1	5
TAYLOR, CRAIG	14:23:05	8:57:33	15:22:47	8:22:56	15:25:16	29:26:49	24:23:06	23:14:45	13:53:38	25:04:22	7:48:44		1	27
TORRES, PATRICK	17:51:27	15:18:21	12:19:55	18:43:20	15:41:19	10:59:51	0:00:00	0:30:06	2:53:18	2:19:03	15:30:53		2	69
VALDEZ, JUAN	12:53:25	15:40:46	23:53:53	17:10:21	27:45:20	24:50:03	32:46:12	33:34:32	19:22:24	23:41:24	19:00:05		1	5
VASQUEZ, MONICA	17:21:21	13:46:27	13:46:55	29:48:40	27:25:02	17:57:16	20:04:56	18:56:47	20:16:49	1:14:39	5:33:27			
WHITE, TERRY	19:20:30	25:56:34	40:33:51	25:47:31	15:35:11	40:24:45	24:39:05	42:18:21	26:02:12	21:37:13	27:38:01		5	15
WILLIFORD, Adam	2:52:41	16:38:20	42:14:42	22:19:22	24:49:13	14:17:33	29:33:12	23:51:32	13:46:42	18:32:00	10:37:37		1	12
												Total	63	554

\* = Admin

Dispatch Committed Time													Totals
911 Phone Calls	256	313	376	313	395	311	333	326	326	413	374		3736
3700 Phone Calls	2431	1978	2504	2412	2739	2561	2537	2566	2231	2355	2139		26453
DP General Phone Calls*	55:52:24	43:36:37	62:07:20	60:05:05	63:55:16	62:08:35	61:19:42	60:29:22	54:09:10	54:57:09	50:09:41		

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



**Mall ALPR**  
Memorial City  
**48 Hit's**

2022 ALPR Hits  
November

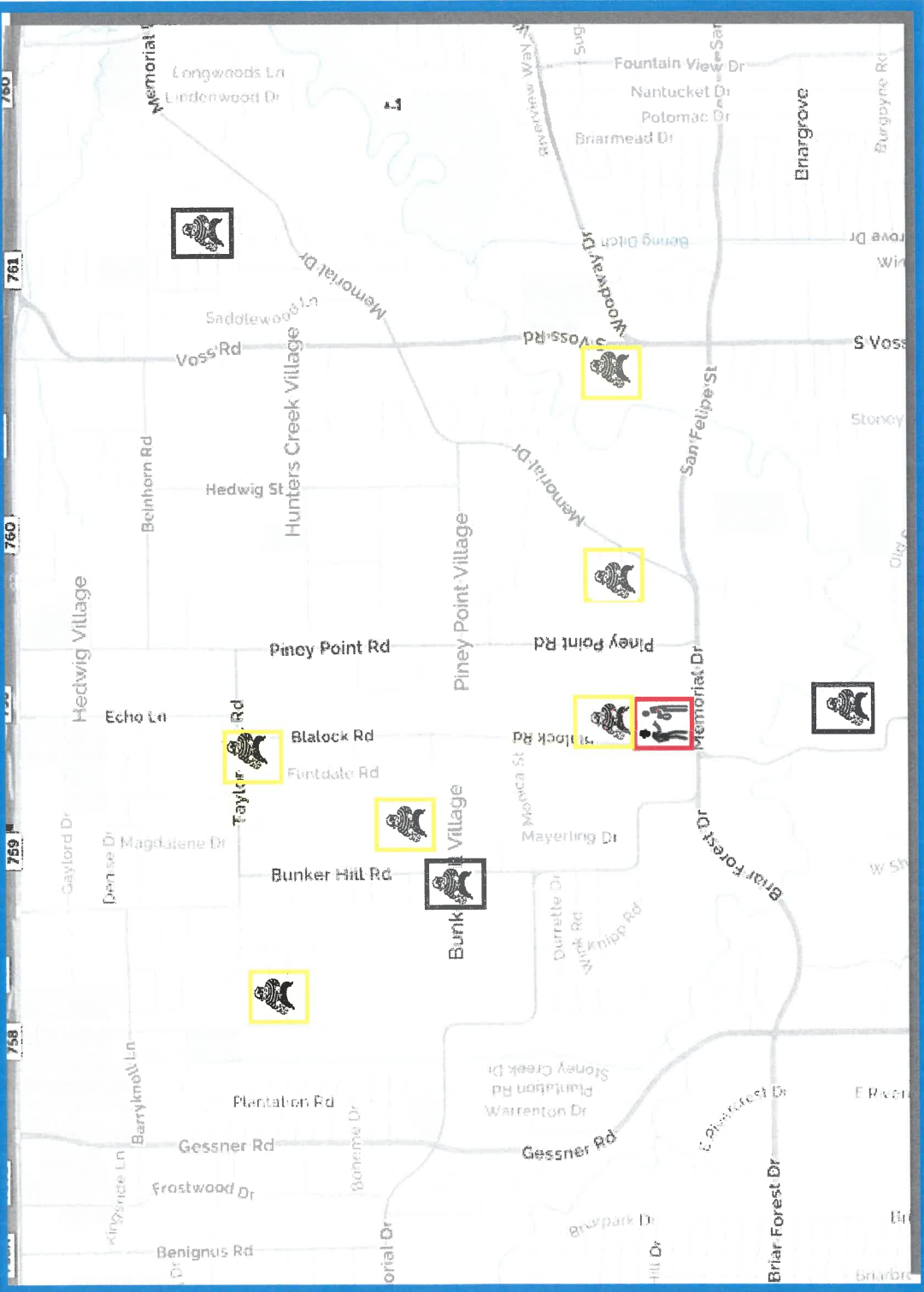
11/30/22



2022 ALPR Recoveries  
November

11/30/22





## 2022 Burglary Map

Address	Alarm	POE
233 Merrie Way	No	Walk-in UNL Door
706 Country Lane	No	Garage UNL Door
11903 Broken Bough	No	Door Kick
24 Greyton Ln	No	Side Door Wind
321 Bunker Hill Rd	No	Const Site
214 Blalock	No	Open Door
26 Windemere	No	Rear Door
7618 River Pt.	No	Rear Door
691 Flintdale	No*	Rear Window

## 2022 Robberies

Address	MO
201 Kensington	Driveway Robbery



Daytime Burglary



Nighttime Burglary



Robbery

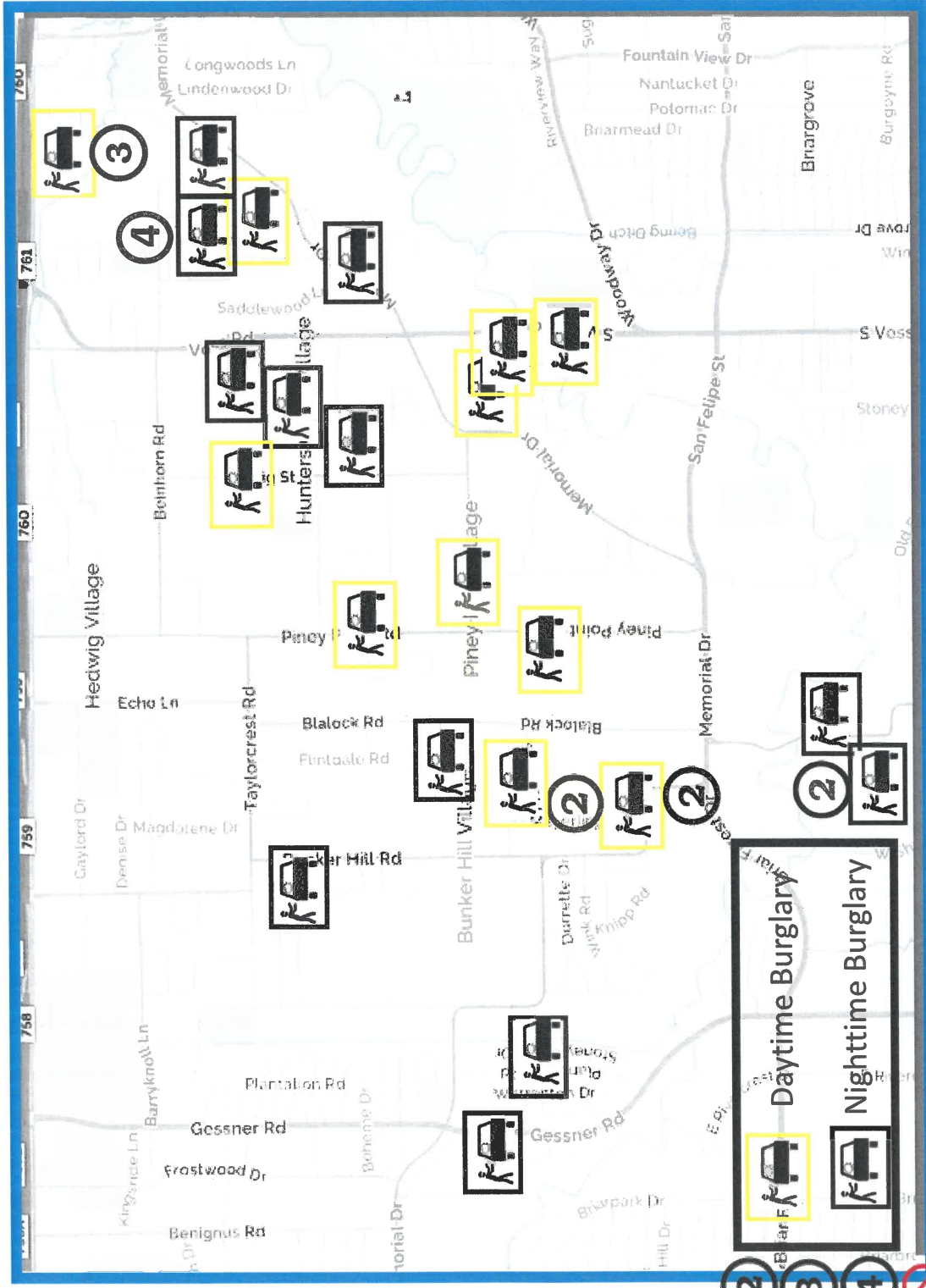


11/30/22

# 2022 Auto Burglary Map

Address	POE
243 Gessner 22-0042	UNL Vehicle
614 Hunters Grove 22-0046	UNL Vehicle
215 Voss	UNL Vehicle
634 Saddlewood	UNL Vehicle
626 Saddlewood	UNL Vehicle
10710 Bridlewood	UNL Vehicle
718 Camelot	UNL Vehicle
708 Country	UNL Vehicle
1 Windemere	UNL Vehicle
410 Pine Needle	UNL Vehicle
8427 Hunters Creek Drive	UNL Vehicle
8447 Hunters Creek Drive	UNL Vehicle
11024 Greenbay	Side Window
362 Piney Point	UNL Vehicle
11614 Arrowood Cir	UNL Vehicle
251 Plantation	UNL Vehicle
8435 Katy Fwy	UNL Vehicle
11607 Arrowood Cir	UNL Vehicle
708 Country Lane	UNL Vehicle
10917 Roaring Brook	UNL Vehicle
11750 Memorial	UNL Vehicle
11750 Memorial	UNL Vehicle
10403 Memorial	UNL Vehicle
90 Williamsburg	UNL Vehicle
10911 Watwick	UNL Vehicle
11625 Monica	UNL Vehicle
11618 Green Oaks	UNL Vehicle
215 Hedwig	UNL Vehicle
1003 Riverview Way	UNL Vehicle
11702 Memorial Dr	UNL Vehicle
2 Hunters Ridge Ct	UNL Vehicle
11634 Green Oaks	UNL Vehicle

Blue Entry = Actual Location Unknown  
Underlined Contractor 11/30/22



# November 2022 ALPR REPORT



Total Plate Reads, Incl's multiple reads of same plate  
Number of Unique Plates Read – Total without repeats  
Number of Hits/Alerts - All 14 possible categories  
Number of Hits/Alerts of the 6 monitored categories  
Number of Sex Offender Hits (not monitored live)  
Total Hits-Reads/total vehicles passed by each camera





#1 Gessner S/B at Frostwood	#15 Hunters Creek Drive S/B at I-10	#29 Riverbend Main Entrance
#2 Memorial E/B at Memorial	#16 Memorial W/B at Creekside	#30 Beinhorn E/B at Voss
#3 <u>NO ALPR - Future Location</u>	#17 Memorial W/B at Voss	#31 <u>Memorial E/B at Tealwood (new)</u>
#4 Memorial N/B at Briar Forrest	#18 Memorial E/B at Voss	#32 Greenbay W/B at Memorial
#5 Bunker Hill S/B at Taylorcrest	#19 S/B Voss at Old Voss Ln 1	#33 <u>Strey N/B at Memorial</u>
#6 Taylorcrest W/B at Flintdale	#20 S/B Voss at Old Voss Ln 2	<u>Private Systems monitored by MVPD</u>
#7 Memorial E/B at Briar Forrest	#21 N/B Voss at Magnolia Bend Ln 1	US COINS - I-10 Frontage Road
#8 2200 S. Piney Point N/B	#22 N/B Voss at Magnolia Bend Ln 2	Memorial Manor NA Lindenwood/Memorial
#9 N. Piney Point N/B at Memorial	#23 W/B San Felipe at Buffalo Bayou	Greyton Lane NA
#10 Memorial E/B at San Felipe	#24 N/B Blalock at Memorial	Calico NA
#11 Greenbay E/B Piney Point	#25 <u>N/B Bunker Hill at Memorial</u>	Windemere NA
#12 Piney Point S/B at Gaylord	#26 S/B Hedwig at Beinhorn	Mott Lane
#13 Gessner N/B at Bayou	#27 Mobile Unit #181	Kensington NA
#14 Beinhorn W/B at Pipher	#28 Mobile Speed Trailer	Stillforest NA
		Farnham Park
		Riverbend NA
		Pinewood NA
		Hampton Court
		Bridlewood West NA
		N Kuhlman NA
		Longwoods NA
		Memorial City Mall - 22



Yellow = Bunker Hill

Green = Piney Point

Red = Hunters Creek

Blue = MVPD Mobile

Purple = Privately Owned Systems

# 2022 ALPR Data Report

## Plate Reads Summary

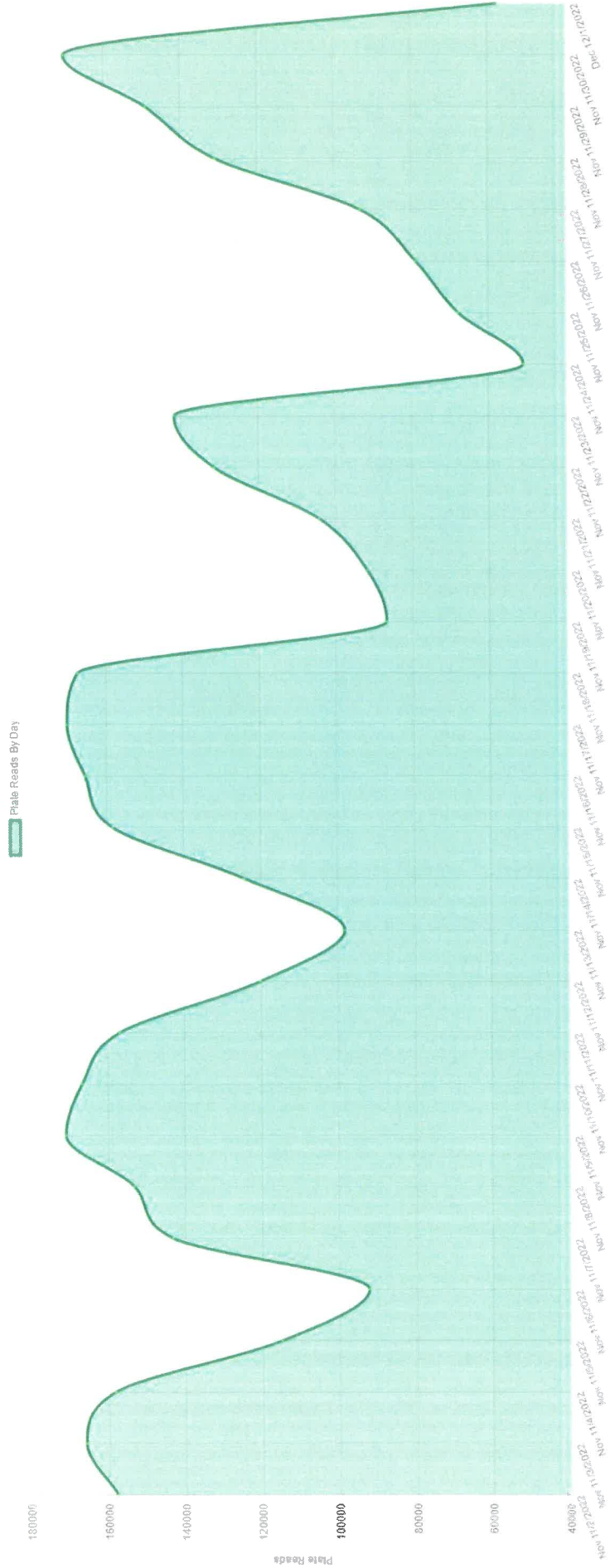
Total Plate Reads:  
3,839,439

[DOWNLOAD CSV](#)

Nov 2 - Dec 1

Devices (33)

[Search](#)



# Unique Plate Reads Summary

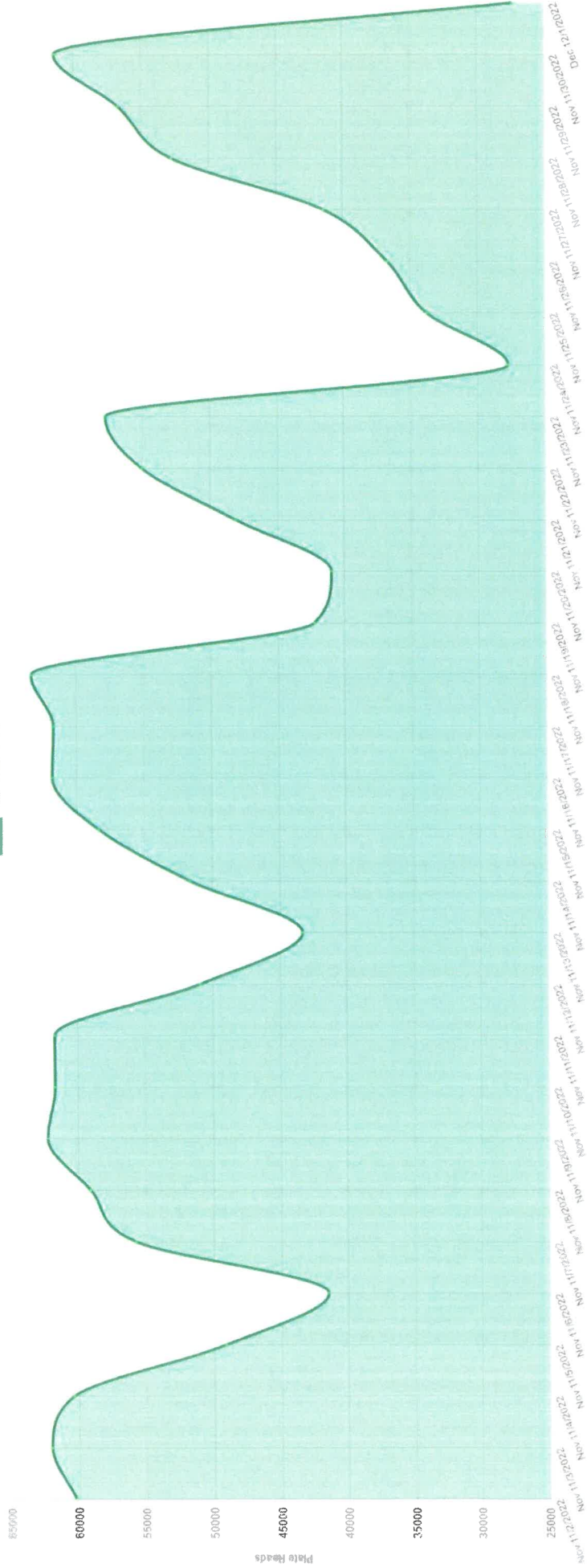
Total Unique Plate Reads:  
488,227

[Download CSV](#)

Nov 2 - Dec 1

Devices (33)

Plate Reads By Day



# All Categories

## Hits Report

Total Hits:  
189

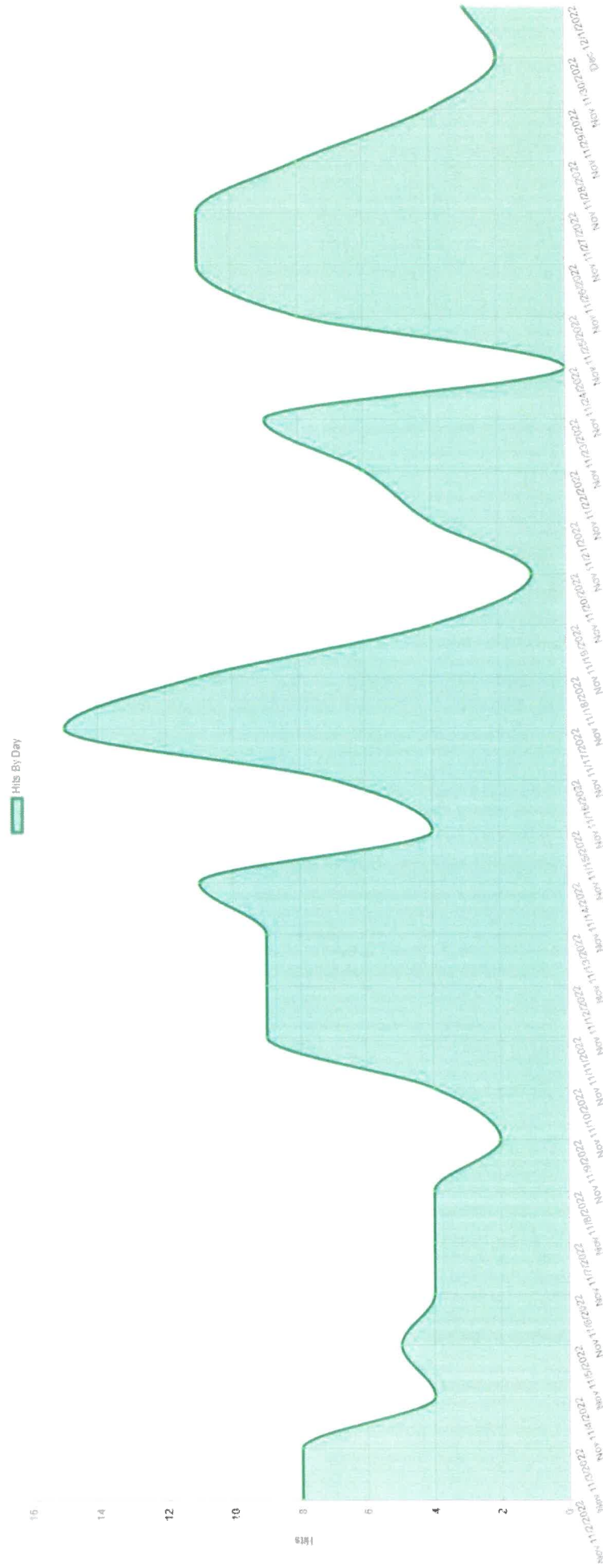
[Download CSV](#)

Nov 2 - Dec 1

Topics (14) ▾

Devices (33) ▾

[Search](#)



# Top 6 Categories

## Hits Report

Total Hits:  
127

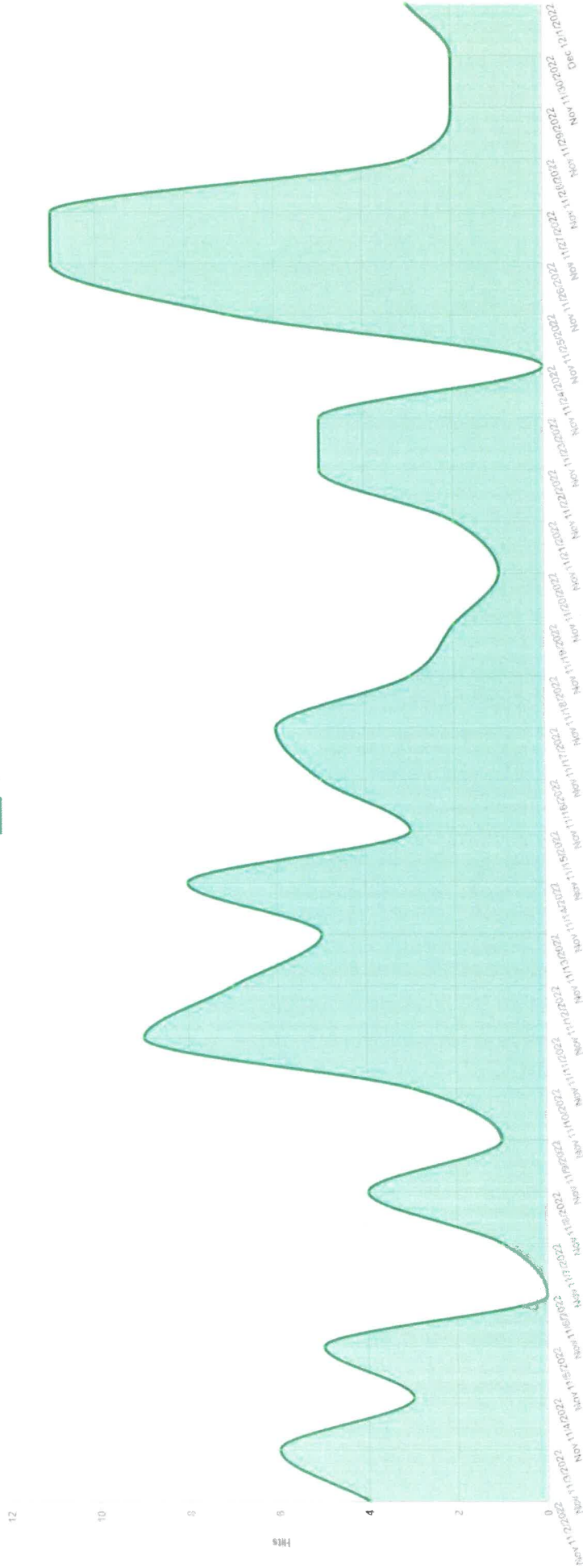
[DOWNLOAD CSV](#)

Nov 2 - Dec 1

Topics (6) ▾

Devices (33) ▾

Hits By Day



# Sex Offenders Only Hits

## Hits Report

Total Hits:

16

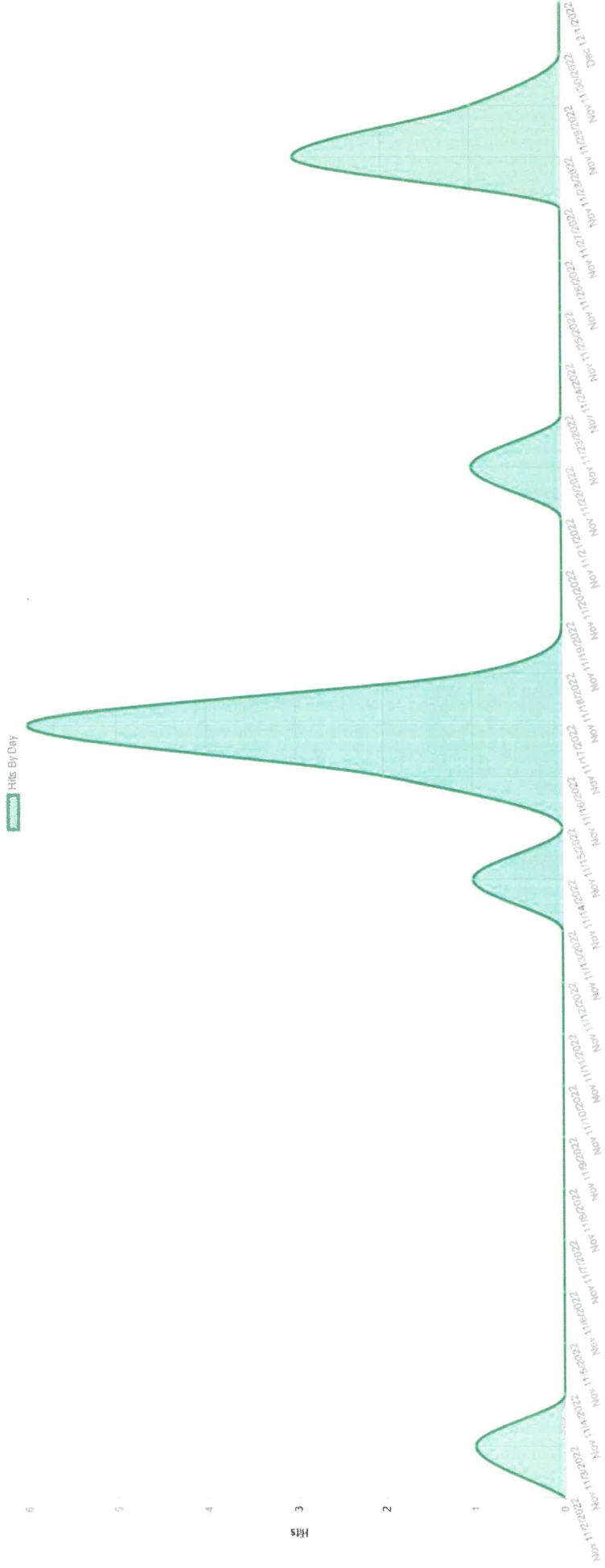
[Download CSV](#)

Nov 2 - Dec 1

Topics (1) ▾

Devices (33) ▾

[Search](#)



## Hits/Reads By Camera

1	11/209,163	17	0/7,431	Total Reads – 3,839,439
2	3/166,929	18	2/100,100	Unique Reads – 488,227
3	See #31	19	7/148,000	Hits- 189
4	7/152,992	20	4/171,059	6 Top Hit List- 127
5	0/0	21	10/371,473	• Hotlist - 3
6	1/62,611	22	8/377,622	• Stolen Vehicle
7	12/145,749	23	11/304,143	• Stolen Plate
8	10/242,474	24	7/174,052	• Gang Member
9	3/105,116	25	1/17,052	• Missing
10	3/88,124	26	1/48,909	• Amber
11	0/45,274	27	2/126,444	Recoveries - 3
12	2/155,937	28	0/1,352	
13	14/261,542	29	0/1,370	
14	1/99,080	30	0/17,015	
15	0/6,363	31	4/143,647	
16	0/19,143	32	3/39,853	
		33	0/31,324	





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

Raymond Schultz  
 Chief of Police

January 9, 2023

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

During the month of December MVPD responded/handled a total of 6,213 calls/incidents. 4,794 House Watch checks were conducted. 566 traffic stops were initiated with 578 citations being issued for 1063 violations. (Note: 25 Assists in Hedwig, 89 in Houston, 2 in Spring Valley and 1 in Hillshire)

*Calls/Events by Village were:*

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	2311/22443	1920/18249	0	313/175/138	4@4:16
Piney Point:	1586/18553	1160/14215	2	436/224/212	11@3:05
Hunters Creek:	2186/27937	1709/22628	8	314/126/188	6@4:42
				Cites/Warn/Total	21@3:48

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

Call Type	#	Call Type	#	Citations	#
False Alarms:	185	Ord. Violations:	13	Speeding:	141
Animal Calls:	28	Information:	17	Exp. Registration:	180
ALPR Hits:	159	Suspicious Situations	104	No Ins:	121
Assist Fire:	53	Loud Party	17	License	101
Assist EMS:	40	Welfare Checks:	13	Stop Sign	63
				Fake Plate	68

*This month the department generated a total of 60 police reports.  
 BH-13, PP-16, HC-27, HOU-3, HED-1, SV-1*

Crimes Against of Persons (2)

Assault (DV)	1
Child Endangerment	1

Crimes Against Property (14)

Burglary of a Motor Vehicle	1	Robbery	1
Theft	3	Fraud/ID	9

Petty/Quality of Life Crimes/Events (44)

ALPR Hits (valid)	8	Warrants	4
Accidents	10	DWI	2
Information Reports	9	Possession of DW	1
Possession of CS	4	Recovered Stolen Property	6

Arrest Summary: Individuals Arrested (11)

Warrants	4	Felony	1
Class 3 Arrests	4	DWI	2



<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	4,967,382	5,222,098	95.1%
• Operating Expense:	914,886	959,152	95.4%
• Total M&O Expenditures:	5,882,268	6,181,250	95.2%
• Capital Expenses:	167,926	178,000	95.0%
• Net Expenses:	6,050,194	6,359,250	95.0%

#### Follow-up on Previous Month Items/Requests from Commission

- The 2023/24 Healthcare RFP process was initiated with publication scheduled for early January.

#### Personnel Changes/Issues/Updates

- TCO Ms. Madison Bradley completed all hiring requirements and will begin on January 3, 2022. She will be attending State required certification training in March.
- A replacement TCO, Mr. Stephen Cook was interviewed and hired to replace Ms. Nancy Hubertus who provide her letter of intent to resign in February. Mr. Cook will begin on January 9, 2022. Mr. Cook is already certified and will begin OJT on night shift.
- Annual performance appraisals have been completed for all hourly employees.
- Two sworn employees remain on limited duty status due to injuries. Both are expected to be released this month, on January 4<sup>th</sup> and 12<sup>th</sup> respectfully.
- Commander Jones left for the FBI National Academy January 3, 2023. He will be in Quantico, VA for the next 11 weeks attending advanced training. During his absence Sergeant Owens will be acting Commander over administrative duties and Sergeant Pavlock will take over operations. Officer Valdez will be acting sergeant over Sergeant Pavlock's dayshift team.

#### Major/Significant Events

- Personnel participated in and provided traffic control for the Twinkle Light Parade. The event route was expanded this year with post parade family activities. All personnel were utilized allowing for an incident free event.
- 12/12/2022 Driveway Robbery. An area contractor was robbed in the driveway of a home on Woodsedge after returning from a nearby bank in Houston. Detectives used the ALPR system to identify a suspect vehicle. A subsequent investigation found the plate to stolen from Cleveland, TX. Detectives conducted surveillance at the bank where the victim had been and identified subjects/suspects monitoring the bank. The suspects also were using countersurveillance looking for L.E. MVPD detectives are working with HPD on the investigation as several area robberies appear to be connected to this particular financial institution.

#### Status Update on Major Projects

- The new dispatch center radio upgrade equipment (hardware) has been ordered along with the consoles. Planning is in process to temporarily relocate the dispatch function to the conference room and to add a building wide dispatch speaker system.
- Tommy Vaughn has donated the use of a new Ford Explorer to the department for drone operations. The vehicle will remain unmarked but will be upfitted with drone equipment, a charging station, and a monitor. The old explorer is being upfitted with *D.A.R.E.* logo wraps and will used parked at the school where the DARE officer is teaching each day.

#### V-LINC new registrations in December +34

BH – 1536(+5)  
PP – 1096 (+6)

HC – 1558 (+18)  
Out of Area – 552 (+5)

## December VFD Assists

Calls received directly by MVPD via 911/3700

### Priority Events                      Average Response Times

Total –10                              3:33

Fire – 1                                 3:31

EMS – 9                                 3:34

### By Village

BH Fire – 1                             3:31

BH EMS – 2                             5:06

PP Fire – 0                             0:00

PP EMS – 5                             2:36

HC Fire -0                             0:00

HC EMS -2                             3:54

### Combined VFD Events (Priority + Radio)

Total – 53                             3:50

Fire – 31                                3:55

EMS – 22                               3:46

### Radio Call Events

Total – 44                             3:30

Fire- 34                                 3:37

EMS- 10                                3:10

### Radio Call Events by Village

BH – 14                                 3:59

PP – 12                                 2:52

HC – 18                                3:36

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	27517B1	BlkLexus	21	\$ 34,000.00	FelWarrant	30-Jan
7	JMH0296	Ford Must	17	\$ 23,500.00		1-Feb
8	AL32592	U-HAUL	Station	\$ 70,000.00	Poss Meth	24-Feb
9	NP52672	Ford F150	20	\$ 45,000.00	Carjacking	25-Feb
10	KPH5017	LexG43	17	\$ 18,500.00	Warr	3-Mar
11	NVT0203	Chev Mal	103	\$ 16,000.00	Warr	8-Mar
12	C337283	Chev1500	Coins	\$ 21,000.00	Fugitive	13-Mar
13	NKM9110	Toy SUV	19	\$ 30,000.00	Fugitive	19-Mar
14	LTR0879	Honda ACI	21	\$ 18,000.00		20-Mar
15	94AQZQ	ToyCam	2	\$ -	Hotlist Mail Thief	25-Mar
16	MKP5490	Toy Rav4	7	\$ 26,000.00	Fugitive	22-Mar
17	PRF3098	Niss Con	19	\$ 18,750.00	Armed Rob	31-Mar
18	GFB5552	Toy Cor	19	\$ 16,000.00	car Jacking	1-Apr
19	AG89893	Uhaul	1	\$ 41,000.00		23-Apr
20	HTY3407	Ford Esc	1	\$ 20,000.00	Missing Peson	26-Apr
21	MCD4078	HynEln	4	\$ 23,500.00		2-May
22	LB14381	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	RP27921	Ford Foc	RB 23	\$ 12,000.00		6-May
26	48055C8	HumH3	19	\$ 46,000.00	Fugitive	6-May
27	MZZ3102	ChevSub	23	\$ 27,000.00		8-May
28	0252W43	F150	27	\$ 30,000.00		26-May
29	RFK9077	NissMur	8	\$ 23,000.00		26-May
30	RGR4290	Kia	8	\$ 22,500.00	Poss of Narcotics	27-May
31	PBJ4056	Niss	8	\$ 25,500.00	Stolen Firearm	27-May
32	AH01898	UHaul	7	\$ 42,500.00	Stolen misc items	1-Jun
33	KKM3831	ToyCam	8	\$ 20,000.00	Fugitive	11-Jun
34	LF54848	Honda Civ	20	\$ 15,000.00		14-Jun
35	PXD7306	FordEsc	19	\$ 18,750.00	Fugitive	17-Jun
36	CZY9487	FordF250	24	\$ 37,000.00	Hotwire	18-Jun
37	57BYIV	Kia	24	\$ 24,000.00	hertz Rental	20-Jun
38	RMX4945	Acura	21	\$ 32,000.00	Carjacking	7-Jul
39	0698V50	Toy Cam	Hed	\$ 23,000.00	Fraud	12-Jul
40	4T28195	Trailer	21	\$ 6,000.00	Fraud	18-Jul
41	CQE6383	MerBenz	21	\$ 65,000.00	Fraud	21-Jul
42	RNV3718	Ford Van	21	\$ 17,000.00	Fraud	24-Jul
43	NHV2432	HynEln	1	\$ 18,000.00	Fraud	30-Jul
44	KXR5488	DodJour	6	\$ 9,000.00		2-Aug
45	RS16806	HYNVelos	1	\$ 17,000.00	Fraud	4-Aug
46	DPZ3402	HONCiv	1	\$ 15,000.00	Fugitive	5-Aug
47	RXR2715	HondaCR	Hed	\$ 18,000.00	Fraud	7-Aug
48	PZY0325	INFQX50	8	\$ 21,000.00	Fraud	7-Aug
49	KRL3811	CAD	19	\$ 26,000.00	Fraud	9-Aug
50	RXF2537	HonPilot	21	\$ 17,000.00	Fraud	12-Aug
51	PFG5119	FordExp	6	\$ 19,500.00	Narcotics	17-Aug
52	LWC2986	LandRover	13	\$ 31,000.00	Narcotics	19-Aug
53	AL62414	UHaul	24	\$ 4,000.00		20-Aug
54	AL08211	GMCCargo	22	\$ 30,000.00		20-Aug
55	NYK5679	ToyCor	13	\$ 14,000.00		25-Aug
56	LDP126 FL	Toy Max	21	\$ 23,000.00		28-Aug
57	RZM2175	BMW328	24	\$ 24,000.00		3-Sep
58	RMV6623	Ford Focus	23	\$ 12,500.00	Fraud-Salv Title	6-Sep
59	AE06024	FordVan	22	\$ 42,000.00	Carjacking	13-Sep
60	FJR9716	Audi	1	\$ 31,000.00	Fugitive	14-Sep
61	RCS8286	Chevy	13	\$ 27,000.00	narcotics	1-Oct
62	MHV3766	ChevySil	19	\$ 30,000.00	Stolen plates	3-Oct
63	RYF7801	ToyCam	8	\$ 18,500.00	Fugitive	3-Oct
64	RZZ0130	HondaAcc	23	\$ 15,000.00		8-Oct
65	MHV6529	AudiQ5	8	\$ 24,000.00		14-Oct
66	PKM2430	Ford Must	Hed	\$ 18,000.00		18-Oct
67	48BGP5	ToyRAV	8	\$ 20,000.00		30-Oct
68	RRH6618	Hynd	8	\$ 16,000.00		31-Oct
69	NBG9922	Ford F550	1	\$ 45,000.00		10-Nov
70	46430N3	Niss Alt	Us Coins	\$ 20,000.00	Drugs	14-Nov
71	DW1Y911	Chevy150C	21	\$ 23,000.00	Fraud	26-Nov
72	949BDRX	ToyTac	1	\$ 22,000.00	Fraud	2-Dec
73	DNP2903	Chevy PU	21	\$ 3,000.00	Robbery	3-Dec
74	PLUS 1	Stolen Plate on Stolen Vehicle				
75						

Plate Recoveries					
Plate Recove	Date	Links	Plate Reco	Date	Links
I511QH	1/4/2022		53821C6	6/25/2022	Fake/Fugitive
638374	1/4/2022		NS26346	6/27/2022	
39496Y1	2/18/2022	same plate on 2 cars	NMD9375	7/7/2022	
39496Y1	2/18/2022	same plate on 2 cars	0339D99	7/8/2022	
NBB1660	3/3/2022		1BD0631	7/26/2022	
LS3735	3/7/2022		0541X86	9/2/2022	
KT83323	3/10/2022	Recovered 100+ CC's	7F4429	9/3/2022	
BGFB425	3/15/2022	Hertz	DKS8246	9/3/2022	
72HCF9	3/25/2022		0976X86	9/19/2022	
MXP5450	3/27/2022	On Stolen Veh	70195H3	9/25/2022	
72HCF9	3/26/2022		LEZ740	10/4/2022	
43423 E7	7-Apr		NXN4257	10/6/2022	
30054V3	5/9/2022		7E7288	10/11/2022	
34917B9	5/12/2022		0876P26	10/20/2022	
LCL5909	5/12/2022	Stolen Plate	1625C70	10/21/2022	
0006H59	6/1/2022	Fake Tag	1028C79	10/23/2022	
006H59	6/4/2022	Stolen Plate	PYS7450	11/1/2022	
0252W43	6/4/2022	Stolen Plate	RM95956	11/2/2022	
0006H59	6/4/2022	Stolen Plate	0594A27	11/14/2022	
PXD7306	6/17/2022	Stolen on Stolen	1505G51	11/16/2022	
86F1775	6/18/2022	Fake/Stolen	NP9956	11/27/2022	
0271A61	6/24/2022	Fake/Stolen	39396K5	11/28/2022	

Firearm in vehicle      Vehicle found to be stolen  
Temp Tag

Located but Fled					
Date	Plate	Camera	Date	Plate	Camera
13-Mar	PGP4565	7	3-Jul	0339D99	21
26-Mar	KZR0019	19	19-Jul	CQE6383	21
12-Jun	KTG0535	17	15-Aug	PYR2967	22
26-Jun	PYV1695	20	23-Sep	RYX5625	13
26-Jun	PTD5972	23	8-Dec	GWX8515	21
			8-Dec	RBR6770	1

Missing Person					
Date	Plate	Camera	Date	Plate	Camera
6/7/2022	LZM0966	2	11/26/2022	PYR2203	25
6/7/2022	GLW6656	1	12/2/2022	RK8570	USC
11/11/2022		21			

47 of 74 involved in other crimes = 63.5%

Plate Recoveries Continued					
Plate	Date	Vehicle	Plate	Date	Vehicle
1929C64	12/7/2022	Red Tou	Same Plate		
1929C64	12/7/2022	Blac Inf	Same Plate		
1929C64	12/8/2022	Blue Hnda	Same Plate		
D5248AE	12/14/2022	Chevy Imp			
JFC6595	12/17/2022	Kia			
AL85692	12/13/2022	UHaul			

Program Summary			
Year	Value	Recovered	Count
2022	\$ 1,733,000.00	Recovered	74
2021	\$ 1,683,601.00	Recovered	75
2020	\$ 1,147,500.00	Recovered	61
2019	\$ 438,000.00	Recovered	22
<b>Program Total</b>	<b>\$ 5,002,101.00</b>		<b>232</b>

INVESTIGATIVE LEADS					
Date	Plate	Vehicle	Location	Agency	Status
3/11/2022	JXN1575	20	Mail and Vehicle Thefts	HPD	Case TOT HPD
3/24/2022	9A02Q FL	19	Mail Thefts	Lead	To-Be issued
4/4/2022	Green Honda	23	Robbery	Lead TB	To-Be issued
4/8/2022	Chev Impalat	6	Burglary	lead	Arrest
4/19/2022	Cad Esc	#174	UUMV	Lead	tot HPD
4/21/2022	Toy Cor	15	BMV	Lead	To-Be issued
5/21/2022	LJN6783	Wind	Mail Thieves	Arrest	Arrest
5/23/2022	RKH5452	1	BOH	Lead	To-Be Issued
7/6/2022	78660E1	Hed	Const Theft	Arrest	3 in-custody
10/27/2022		6	Burglary	Warrant	4 suspects
11/11/2022	GRG5628	8/calico	TRO	Arrest	1 in-custody
12/16/2022	MXF1697	Mott	TRO	CT	1 CIT
12/19/2022	PCW8753	9	Theft Susp	Id'd	To Be

## 2022 Total Incidents

2022	Crimes Against Persons	Crimes Against Property	Quality of Life Incidents	Total	Arrests	Incidents	House Checks	YTD BH INC	YTD BH HC	YTD PP INC	YTD PP HC	YTD HC INC	YTD HC HC
January	2	20	54	76	14	3781	2849	1191	950	1312	1043	1214	854
February	0	12	62	74	23	3588	2510	984	748	1011	714	1476	1048
March	0	16	67	83	21	6164	4904	1883	1549	1588	1241	2562	2104
April	3	16	64	83	18	4641	3459	1231	908	1393	1055	1907	1495
May	0	15	60	75	18	5737	4292	1762	1333	1617	1223	2217	1736
June	1	15	63	79	18	7901	6595	2735	2357	1724	1375	3285	2855
July	0	19	65	84	30	10,781	9439	3554	3189	2612	2228	4454	4017
August	2	13	79	94	24	7,036	5634	2108	1735	1789	1413	2967	2494
September	0	11	57	68	18	5,576	4165	1724	1307	1377	1020	2276	1863
October	2	8	69	79	19	4,627	3125	1341	970	1278	858	1823	1294
November	1	10	52	63	16	4,600	3336	1619	1283	1266	885	1570	1159
December	2	14	44	60	11	6233	4794	2311	1920	1586	1160	2186	1709
<b>Total</b>	<b>13</b>	<b>169</b>	<b>736</b>	<b>918</b>	<b>230</b>	<b>70665</b>	<b>55102</b>	<b>22443</b>	<b>18249</b>	<b>18553</b>	<b>14215</b>	<b>27937</b>	<b>22628</b>

2021 Totals	21	251	712	984	153	96885	83432	34182	30460	25843	22003	35623	30831
Difference	-8	-82	24	-66	77	-26220	-28330	-11739	-12212	-7290	-7788	-7686	-8203
% Change	-38%	-32.60%	3.30%	-6.70%	50%	-27%	-34%	-34%	-40%	-28%	-35%	-21.50%	-26.60%



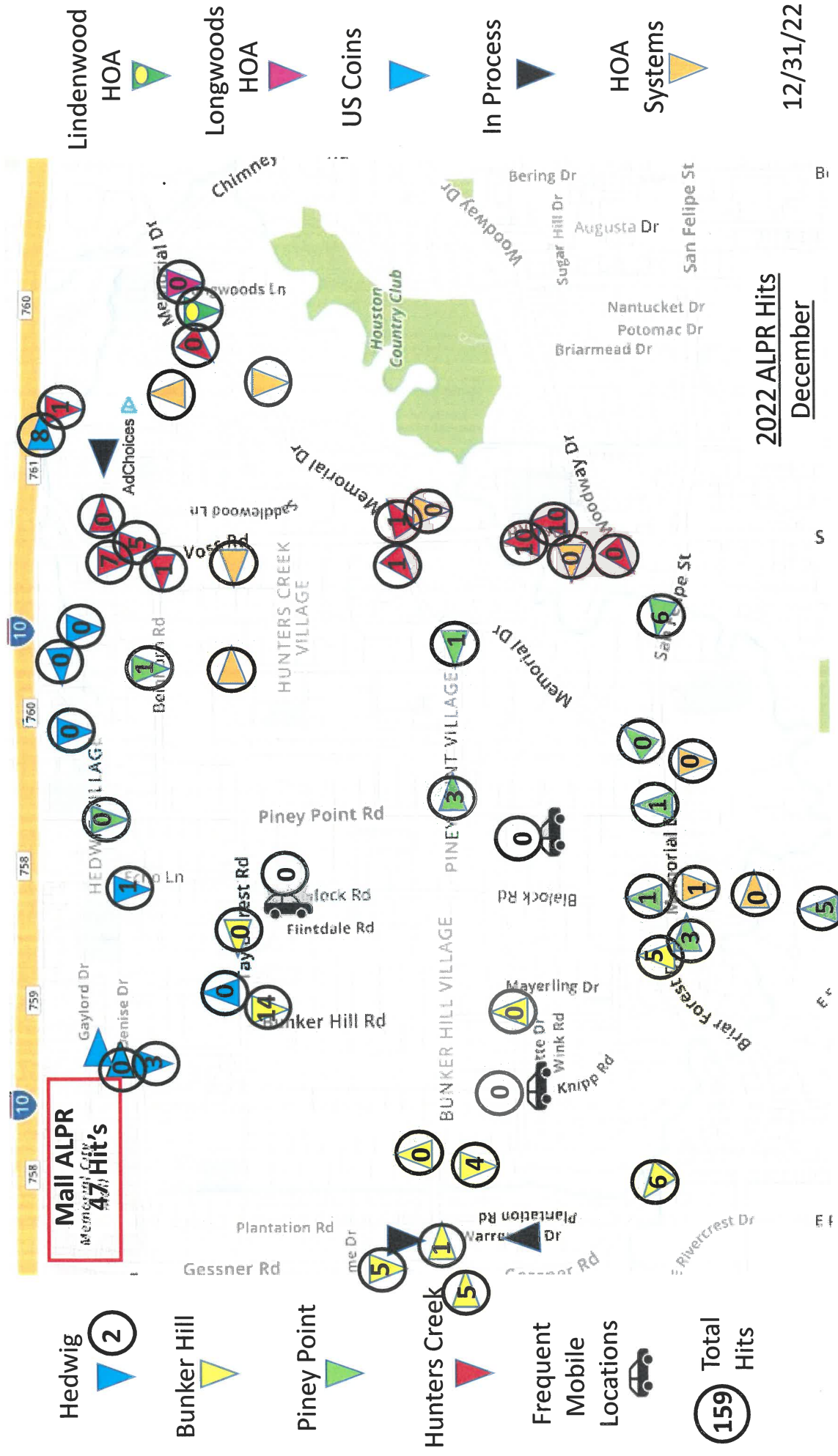
## 2022 Officer Committed Time to Service Report

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
ALSALMANI, ALI														
BAKER, BRIAN C	1:12:06	0:25:57	0:41:47	3:39:42	2:14:53	1:17:03	1:36:45	0:01:36	7:02:02	0:56:24	4:33:30	10:09:55	8	39
BALDWIN, BRIAN	18:43:22	2:22:28	16:34:24	16:11:16	0:05:01	30:06:58	13:29:27	26:57:13	10:18:17	24:30:34	0:04:51	0:43:28		
BIEHUNKO, JOHN	15:04:47	5:53:12	4:40:34	3:14:42	4:18:58	8:49:03	20:24:31	13:02:30	26:25:28	15:54:27	12:19:02	16:11:26	2	19
BOGGUS, LARRY	12:07:07	8:50:51	10:28:24	15:39:39	20:46:39	12:37:07	4:15:44	2:34:08	7:02:51	0:34:11	5:34:31	2:19:26		17
BURLESON, Jason	15:47:48	12:59:21	20:33:16	7:12:09	18:07:20	18:57:15	12:19:19	19:23:50	20:56:06	30:33:41	18:23:01	14:45:17	2	15
CANALES, RALPH EDWARD	10:28:34	4:46:23	5:09:00	13:16:49	3:28:16	2:39:05	24:50:11	20:27:50	13:12:30	16:46:23	12:22:11	10:44:15	2	9
CERNY, BLAIR C.	14:43:31	50:20:55	41:45:59	20:58:59	46:51:13	46:09:14	17:08:31	9:42:12	5:44:02	3:11:10	4:44:37	1:51:22		
ECKERFIELD, Dillion	8:52:50	12:08:28	17:02:07	32:38:36	14:55:59	19:34:36	15:51:00	5:12:47	22:22:46	27:04:36	22:24:58	20:29:42	3	7
HARWOOD, NICHOLAS	15:27:18	13:08:35	11:48:58	17:43:16	17:42:14	20:08:16	25:38:04	16:09:36	18:06:55	11:21:40	5:27:12	20:49:29	1	20
JARVIS, RICHARD							1:48:02	40:05:58	47:59:17	22:28:35	4:03:55	18:53:57	2	40
JOHNSON, JOHN	0:00:00	0:00:00	0:00:00	2:26:49	0:58:54	0:00:00	0:00:00	0:00:00	0:00:00	0:10:53	0:00:00	0:00:00		
JONES, ERIC	18:23:38	18:34:45	18:24:13	16:24:02	21:26:07	16:59:04	21:18:40	6:26:15						
KELSO JR, RONALD K														
KING, JEREMY										2:29:51	2:38:13	2:08:50	8	
KUKOWSKI, Andy	8:41:08	29:17:18	19:38:51	10:43:16	14:27:45	35:09:03	23:03:25	22:42:16	31:17:43	35:09:17	16:52:40	20:26:53	2	29
LOWRIE, Andy	22:19:30	25:03:32	25:44:26	30:50:09	37:16:39	47:52:05	49:29:44	35:25:22	16:12:44	40:02:02	15:10:52	34:55:12	5	75
MCELVANY, ROBERT	15:57:19	16:56:24	11:49:41	15:02:12	15:14:52	14:52:41	14:09:33	19:15:01	9:12:08	9:07:59	4:01:34	11:33:46		18
MILLER, OSCAR	2:11:11	0:26:31	2:26:05	9:03:28	4:23:24									
NASH, CHRISTOPHER	5:48:17	8:01:05	12:25:46	18:40:35	14:35:51	11:49:00	16:46:51	7:04:50						
ORTEGA, Yesenia	13:37:44	13:06:03	27:04:16	21:00:00	22:35:33	31:13:22	32:38:16	21:42:57	16:57:08	20:22:36	9:45:18	15:15:47		16
OWENS, LANE	1:19:54	0:00:00	0:01:20	0:00:00	1:17:38	0:00:00	3:05:43	2:39:36	0:00:00	0:00:00	0:04:57	0:00:00		
PAVLOCK, JAMES ADAM	7:53:53	12:46:08	21:56:20	18:00:52	19:42:42	22:02:06	24:04:31	21:29:20	19:54:17	18:39:43	10:33:53	15:33:08	5	28
RODRIGUEZ, CHRISTOPHER	3:33:25	1:10:27	2:30:35	3:18:59	9:12:09	2:37:41	3:30:42	4:17:13	1:57:38	0:32:23	3:45:02	3:10:08		
SALAZAR, Efrain	13:46:24	13:54:19	22:55:54	19:04:49	24:31:16	0:00:00	12:39:26	9:48:42	24:15:54	28:52:18	10:50:16	32:21:27	3	26
SCHANMEIR, CHRISTIAN	0:08:10	0:19:11	0:00:00	3:09:04	0:58:56	0:14:11	0:00:00	2:55:01	25:56:02	28:18:09	21:02:00	18:50:54	3	19
SCHULTZ, RAYMOND	18:28:11	21:46:57	18:28:05	20:43:02	30:52:29	16:55:33	6:26:49	12:22:51	1:29:27	0:00:00	0:00:00	0:00:00		
SILLIMAN, ERIC	2:24:25	3:42:07	7:30:26	10:26:51	8:13:27	12:57:33	8:18:24	10:55:32	7:22:49	19:02:16	5:52:28	27:49:59	4	36
SPRINKLE, MICHAEL	14:23:05	8:57:33	15:22:47	8:22:56	15:25:16	29:26:49	24:23:06	23:14:45	13:53:38	7:06:11	3:28:27	19:29:49	3	6
TAYLOR, CRAIG	17:51:27	15:18:21	12:19:55	18:43:20	15:41:19	10:59:51	0:00:00	0:30:06	2:53:18	25:04:22	7:48:44	11:59:59	3	23
TORRES, PATRICK	12:53:25	15:40:46	23:53:53	17:10:21	27:45:20	24:50:03	32:46:12	33:34:32	19:22:24	2:19:03	15:30:53	18:32:49		84
VALDEZ, JUAN	17:21:21	13:46:27	13:46:55	29:48:40	27:25:02	17:57:16	20:04:56	18:56:47	20:16:49	23:41:24	19:00:05	20:28:29	4	22
VASQUEZ, MONICA	19:20:30	25:56:34	40:33:51	25:47:31	15:35:11	40:24:45	24:39:05	42:18:21	26:02:12	21:37:13	27:38:01	33:03:15		2
WHITE, TERRY														
WILLIFORD, Adam	2:52:41	16:38:20	42:14:42	22:19:22	24:49:13	14:17:33	29:33:12	23:51:32	13:46:42	18:32:00	10:37:37	29:08:15	2	26
													Total	60
														578

\* = Admin

Dispatch Committed Time													Totals
911 Phone Calls	256	313	376	313	395	311	333	326	326	413	374	384	4120
3700 Phone Calls	2431	1978	2504	2412	2739	2561	2537	2566	2231	2355	2139	2483	28936
DP General Phone Calls*	55:52:24	43:36:37	62:07:20	60:05:05	63:55:16	62:08:35	61:19:42	60:29:22	54:09:10	54:57:09	50:09:41	66:29:21	

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



**Mall ALPR**  
Memorial City  
**47 Hits**

Hedwig  
2

Bunker Hill

Piney Point

Hunters Creek

Frequent Mobile Locations

**159**  
Total Hits

Lindenwood HOA

Longwoods HOA

US Coins

In Process

HOA Systems

12/31/22

2022 ALPR Hits  
December



**2022 ALPR Recoveries**  
December

12/31/22

Hedwig

Bunker Hill

Piney Point

Hunters Creek

Frequent Mobile Locations

Lindenwood HOA

Longwoods HOA

US Coins

In Process

HOA Systems

3 Recovered Vehicles  
 Recovered Plates -5

2 Investigative Leads



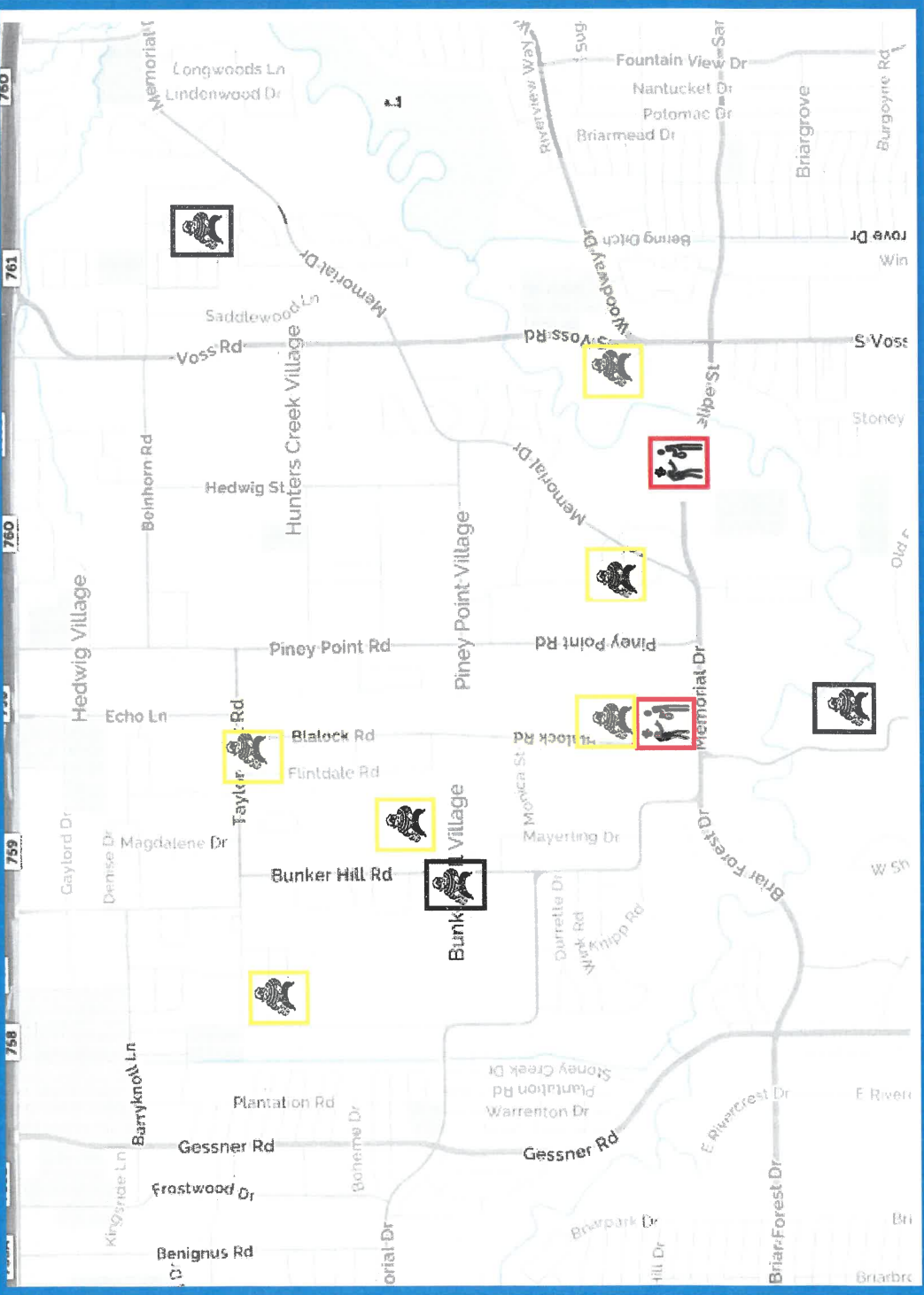
1

1

5

1





## 2022 Burglary Map

Address	Alarm	POE
233 Merrie Way	No	Walk-in UNL Door
706 Country Lane	No	Garage UNL Door
11903 Broken Bough	No	Door Kick
24 Greyton Ln	No	Side Door Wind
321 Bunker Hill Rd	No	Const Site
214 Blalock	No	Open Door
26 Windemere	No	Rear Door
7618 River Pt.	No	Rear Door
691 Flintdale	No*	Rear Window

## 2022 Robberies

Address	MO
201 Kensington	Driveway Robbery
8 Woodsedge	Driveway Robbery



Daytime Burglary



Nighttime Burglary



Robbery

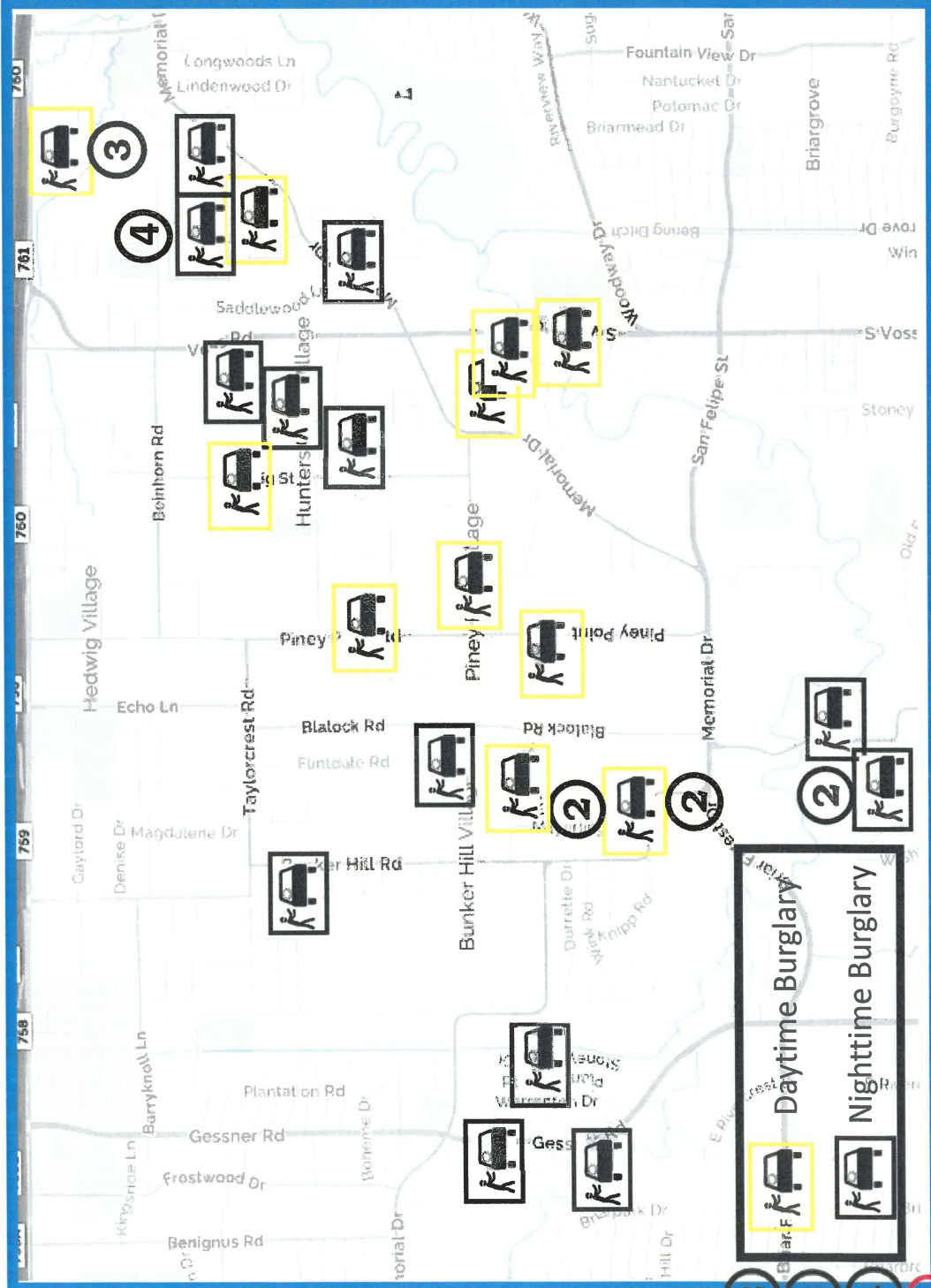


12/31/22



# 2022 Auto Burglary Map

Address	POE
243 Gessner 22-0042	UNL Vehicle
<u>614 Hunters Grove 22-0046</u>	UNL Vehicle
<u>215 Voss</u>	UNL Vehicle
634 Saddlewood	UNL Vehicle
626 Saddlewood	UNL Vehicle
10710 Bridlewood	UNL Vehicle
718 Camelot	UNL Vehicle
708 Country	UNL Vehicle
1 Windemere	UNL Vehicle
410 Pine Needle	UNL Vehicle
8427 Hunters Creek Drive	UNL Vehicle
8447 Hunters Creek Drive	UNL Vehicle
11024 Greenbay	Side Window
362 Piney Point	UNL Vehicle
11614 Arrowood Cir	UNL Vehicle
251 Plantation	UNL Vehicle
8435 Katy Fwy	UNL Vehicle
11607 Arrowood Cir	UNL Vehicle
708 Country Lane	UNL Vehicle
<u>10917 Roaring Brook</u>	UNL Vehicle
11750 Memorial	UNL Vehicle
11750 Memorial	UNL Vehicle
10403 Memorial	UNL Vehicle
90 Williamsburg	UNL Vehicle
10911 Walwick	UNL Vehicle
<u>11625 Monica</u>	UNL Vehicle
<u>11618 Green Oaks</u>	UNL Vehicle
<u>215 Hedwig</u>	UNL Vehicle
1003 Riverview Way	UNL Vehicle
11702 Memorial Dr	UNL Vehicle
2 Hunters Ridge Ct	UNL Vehicle
11634 Green Oaks	UNL Vehicle
207 Breeds Hill Ct	UNL Vehicle



Blue Entry = Actual Location Unknown  
 Underlined Contractor

# December 2022 ALPR REPORT



Total Plate Reads, Incl's multiple reads of same plate  
Number of Unique Plates Read – Total without repeats  
Number of Hits/Alerts - All 14 possible categories  
Number of Hits/Alerts of the 6 monitored categories  
Number of Sex Offender Hits (not monitored live)  
Summary Report  
Total Hits-Reads/total vehicles passed by each camera

# Plate Reads Summary

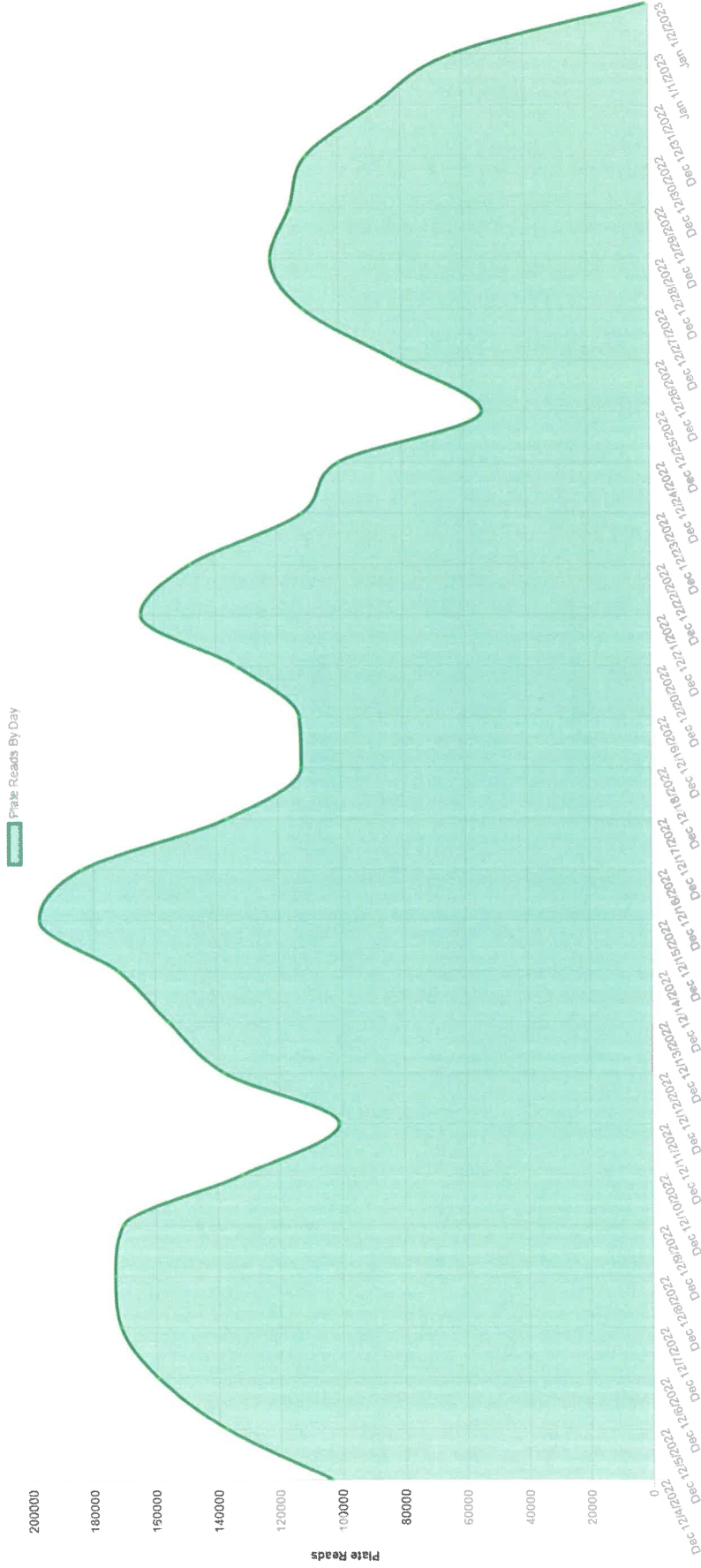
## 2022 ALPR Data Report

Total Plate Reads:  
3,761,415

[Download CSV](#)

Devices (33) ▾

[Search](#)



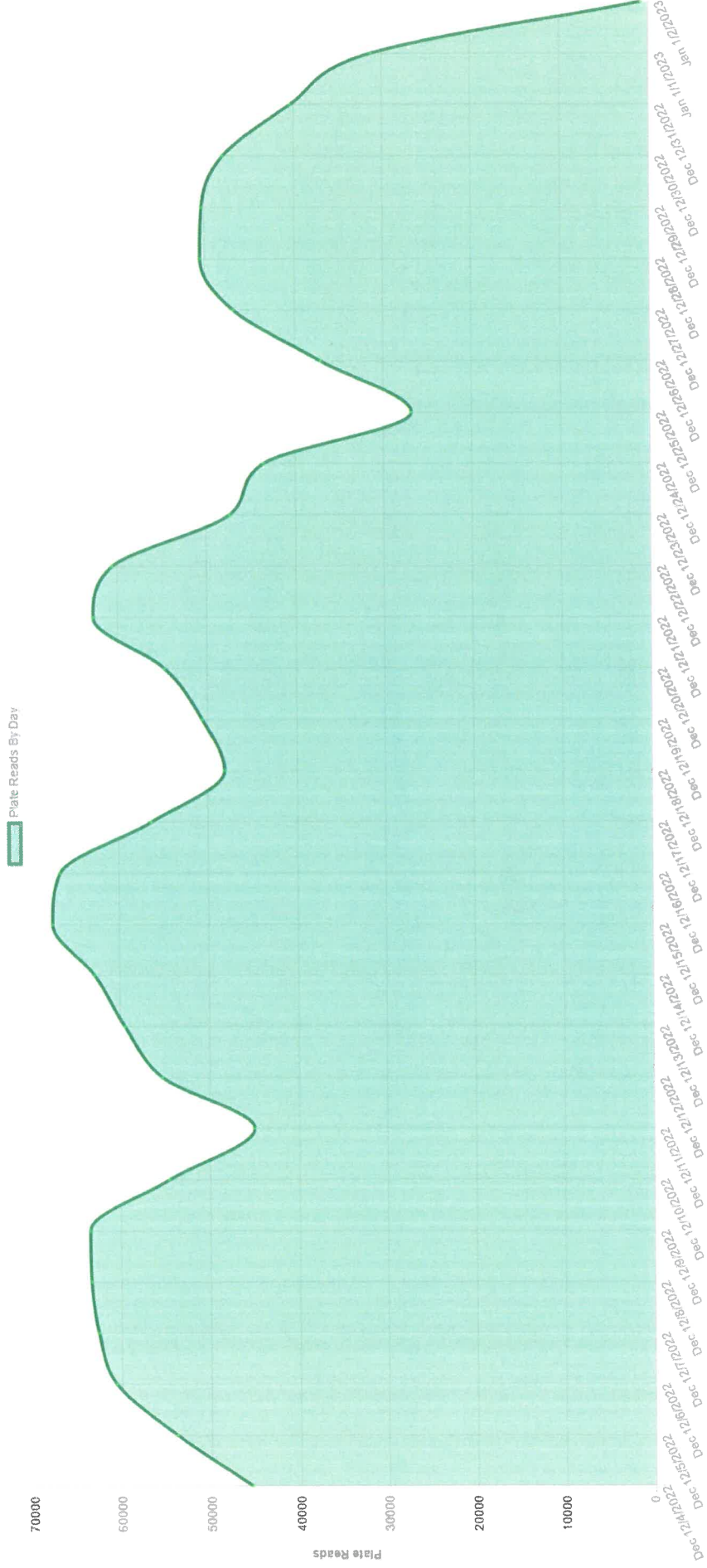
# Unique Plate Reads Summary

Total Unique Plate Reads:  
506,163

[Download CSV](#)

Dec 4 - Jan 2

Devices (33)





# Hits Report

Total Hits:  
159

## All Categories

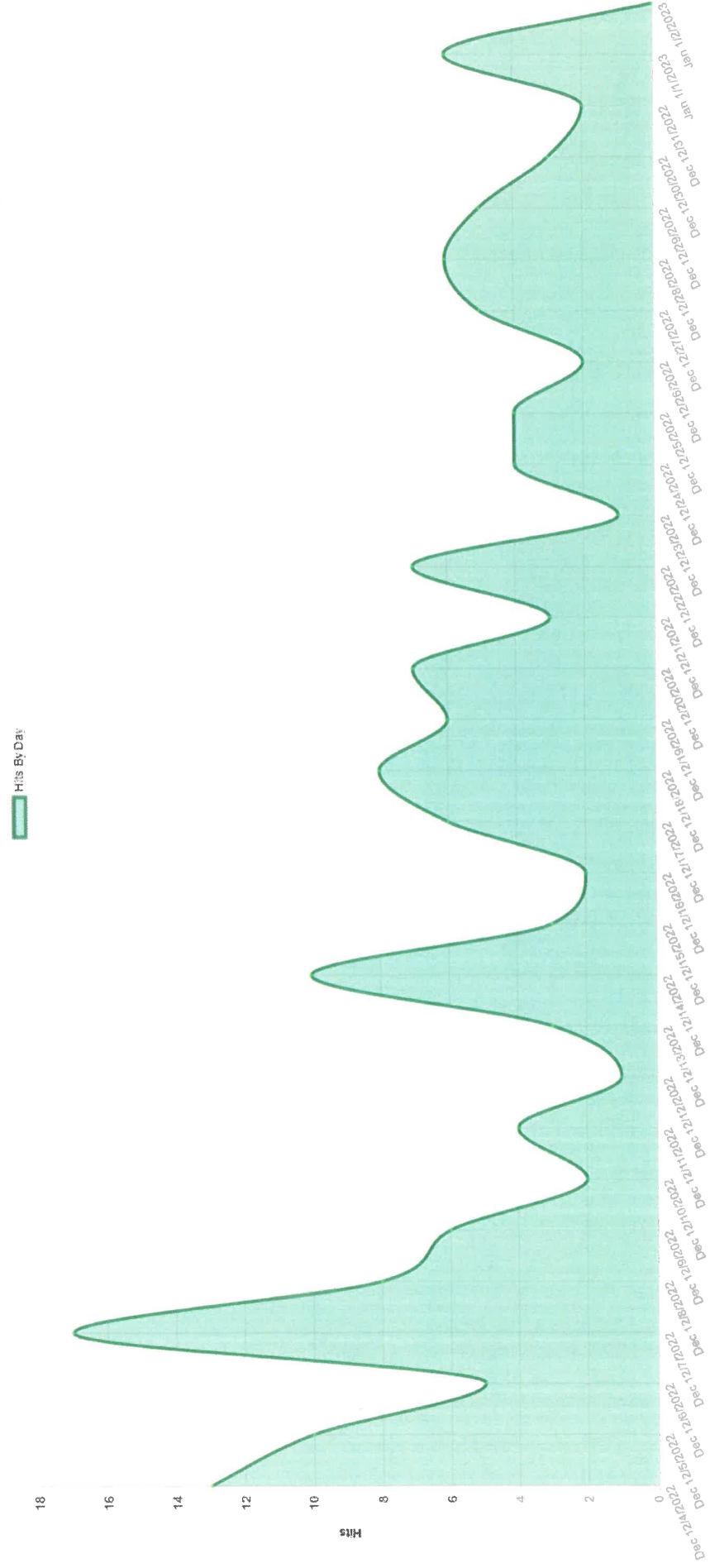
DOWNLOAD CSV

Dec 4 - Jan 2

Topics (14)

Devices (33)

Search



# Hits Report

## Top 6 Categories

Total Hits:

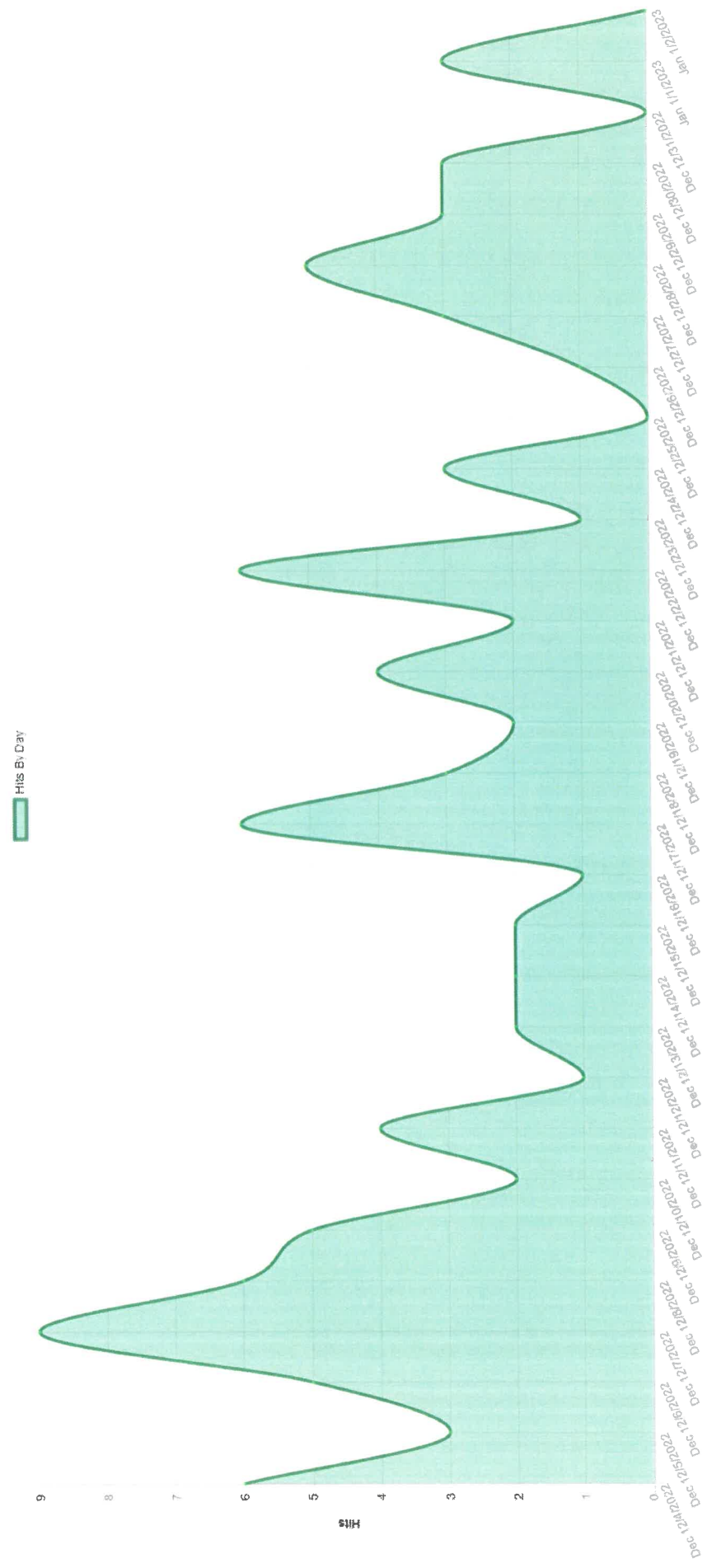
93

[Download CSV](#)

Dec 4 - Jan 2

Topics (6)

Devices (33)



# Hits Report

## MVPD HOT List

Total Hits:

4

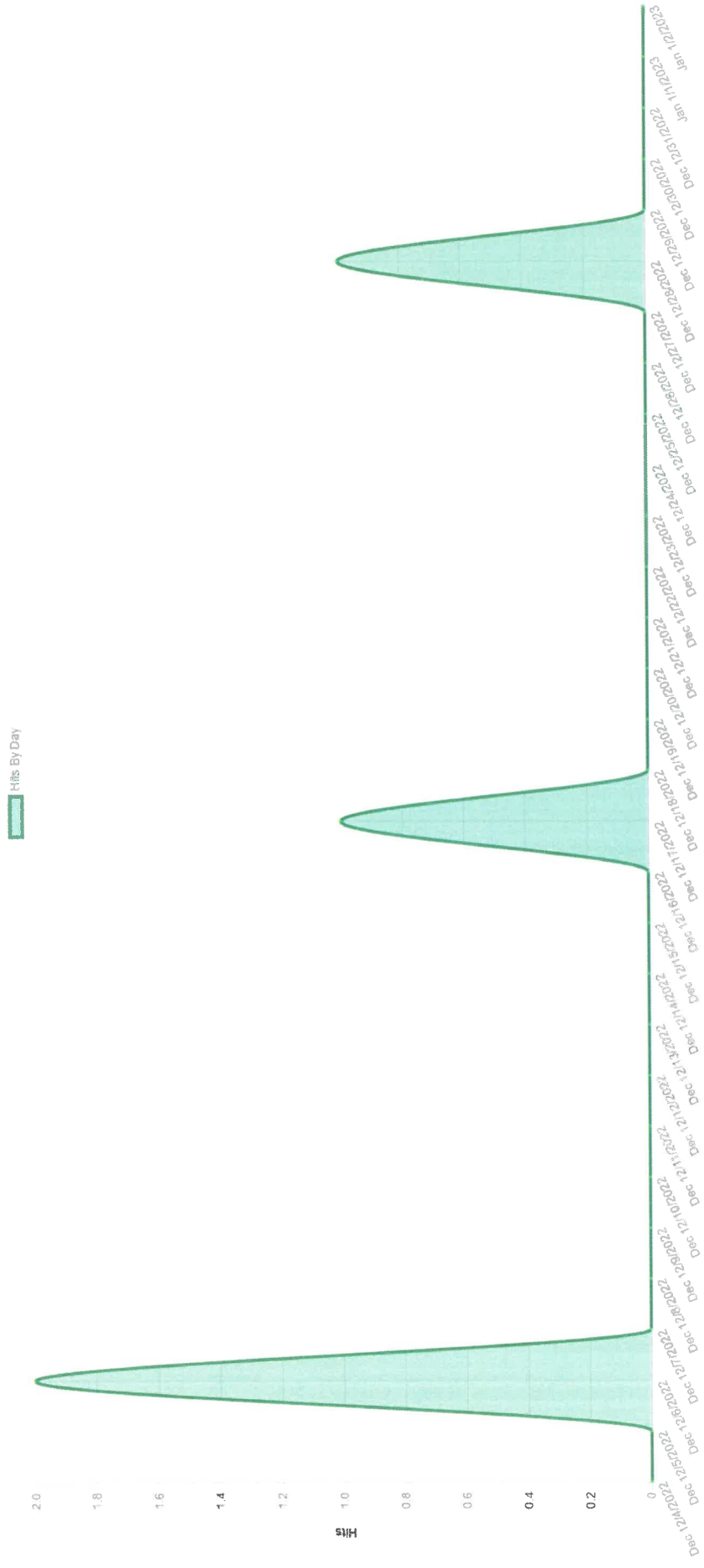
[Download CSV](#)

Dec 4 - Jan 2

Topics (1) ▾

Devices (33) ▾

[Search](#)



# Hits Report

## Sex Offenders

Total Hits:

6

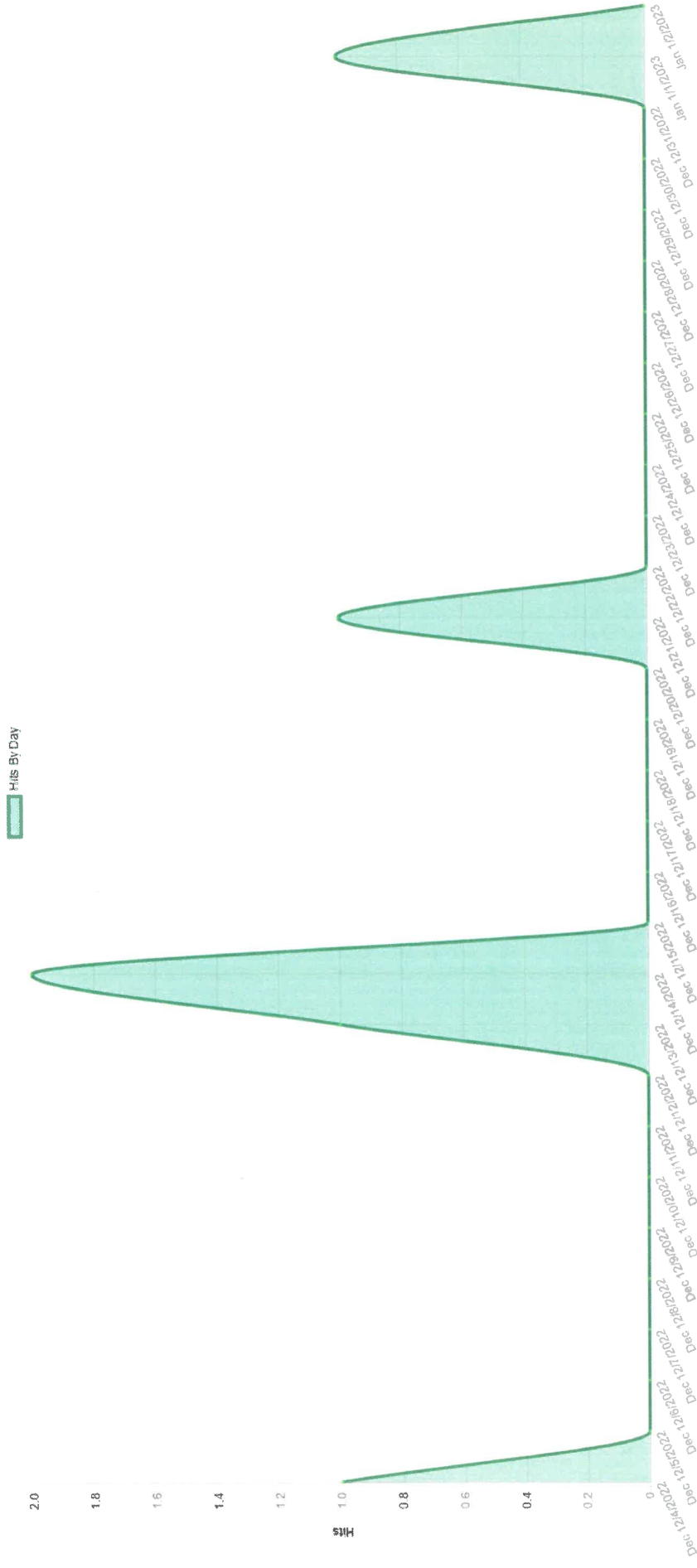
[Download CSV](#)

Dec 4 - Jan 2

Topics (1)

Devices (33)

[Search](#)





# Summary Report

## Insights Dashboard

Plate Reads

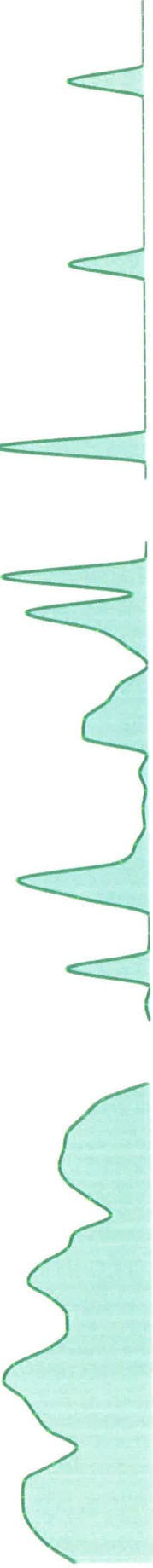
3,762,775

Searches

600

Hot List Hits

4



### Device Sharing

Shared with  
Haltom City TX PD,  
Seabrook TX PD,  
and 84 others

Access Levels

Search

Hotlist Tool Access

EDIT DEVICE SHARING

### Device Status

32 / 33 ?

Devices Online

< Previous Device

Device Name

#05 Bunkerhill Rd S8 at Taylorcrest

Battery

98%

Latency

12 s

Next Device >

## Speed Trailer Off-Line Charging at station 1/1/23

- #1 Gessner S/B at Frostwood
- #2 Memorial E/B at Memorial
- #3 NO ALPR - Future Location
- #4 Memorial N/B at Briar Forrest
- #5 Bunker Hill S/B at Taylorcrest
- #6 Taylorcrest W/B at Flintdale
- #7 Memorial E/B at Briar Forrest
- #8 2200 S. Piney Point N/B
- #9 N. Piney Point N/B at Memorial
- #10 Memorial E/B at San Felipe
- #11 Greenbay E/B Piney Point
- #12 Piney Point S/B at Gaylord
- #13 Gessner N/B at Bayou
- #14 Beinhorn W/B at Pipher
- #15 Hunters Creek Drive S/B at I-10
- #16 Memorial W/B at Creekside
- #17 Memorial W/B at Voss
- #18 Memorial E/B at Voss
- #19 S/B Voss at Old Voss Ln 1
- #20 S/B Voss at Old Voss Ln 2
- #21 N/B Voss at Magnolia Bend Ln 1
- #22 N/B Voss at Magnolia Bend Ln 2
- #23 W/B San Felipe at Buffalo Bayou
- #24 N/B Blalock at Memorial
- #25 N/B Bunker Hill at Memorial
- #26 S/B Hedwig at Beinhorn
- #27 Mobile Unit #181
- #28 Mobile Speed Trailer
- #29 Riverbend Main Entrance
- #30 Beinhorn E/B at Voss
- #31 Memorial E/B at Tealwood (new)
- #32 Greenbay W/B at Memorial
- #33 Strey N/B at Memorial



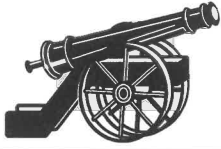
Private Systems monitored by MVPD

- US COINS - I-10 Frontage Road
- Memorial Manor NA Lindenwood/Memorial
- Greyton Lane NA
- Calico NA
- Windemere NA
- Mott Lane
- Kensington NA
- Stillforest NA
- Farnham Park
- Riverbend NA
- Pinewood NA
- Hampton Court
- Bridlewood West NA
- N Kuhlman NA
- Longwoods NA
- Memorial City Mall - 22

<p>Yellow = Bunker Hill</p> <p>Green = Piney Point</p> <p>Red = Hunters Creek</p> <p>Blue = MVPD Mobile</p> <p>Purple = Privately Owned Systems</p>
---

## Hits/Reads By Camera

1	5/192,321	17	1/6,883	Total Reads – 3,761,415
2	1/180,494	18	1/98,785	Unique Reads – 506,163
3	See #31	19	7/126,375	Hits- 159
4	5/152,961	20	5/201,113	6 Top Hit List- 93
5	14/51,848	21	10/342,992	• Hotlist - 4
6	0/65,978	22	10/381,936	• Stolen Vehicle
7	3/150,955	23	6/300,144	• Stolen Plate
8	5/232,188	24	1/170,658	• Gang Member
9	1/92,844	25	0/16,138	• Missing
10	0/85,675	26	1/46,290	• Amber
11	3/49,874	27	0/50,140	Recoveries - 3
12	0/144,524	28	0/14,437	
13	6/256,778	29	0/5,271	
14	1/91,945	30	0/15,600	
15	1/6,594	31	5/149,159	
16	0/15,671	32	1/30,731	
		33	0/34,139	



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

---

**Agenda Date:** January 17, 2023

**Agenda Item:** V

**Subject/Proceeding:** Village Fire Department Report

**Exhibits:**  
2022 End of Year Response Totals – January 12, 2022  
2022 Strategic Plan Performance Report – December 9, 2022  
2022 Response Data through November – December 6, 2022  
Budget Comparison Chart – December 6, 2022  
2022 Operating Budget Chart– December 9, 2022

**Approval(s):** Karen Glynn, City Administrator

**Executive Summary**

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

A. Update on Activities

The City's Commissioner will present this item.

Reports to date have been provided by Chief David Foster.

No Reports have been received for December. These will be provided when received.

2022 End of Year Response Totals  
 Provided by Commissioner Keith Brown - January 12, 2023

2022 End of Year Numbers	Avg Dispatch Time	Avg Turnout Time	# EMS Calls	# EMS Life Threat Calls	Avg 1st Resp Time	Avg EMS Resp Time	Total # Fire Resp	# life threat fire calls	Avg Fire Resp Time
Bunker Hill	0:51	0:59	136	62	4:55	5:59	178	32	4:49
Hedwig	0:57	0:59	296	170	4:20	4:20	220	30	3:36
Hilshire	0:56	1:01	43	20	3:11	5:36	43	4	4:39
Hunters Creek	0:56	1:00	148	64	3:54	5:44	261	30	4:47
Piney Point	0:53	0:56	120	65	2:36	5:13	240	22	4:22
Spring Valley	0:54	0:59	209	92	3:02	4:54	223	35	4:35
Houston			3				127		
<b>Total/Average</b>	<b>0:54</b>	<b>0:59</b>	<b>955</b>	<b>473</b>	<b>3:39</b>	<b>5:17</b>	<b>1292</b>	<b>153</b>	<b>4:28</b>

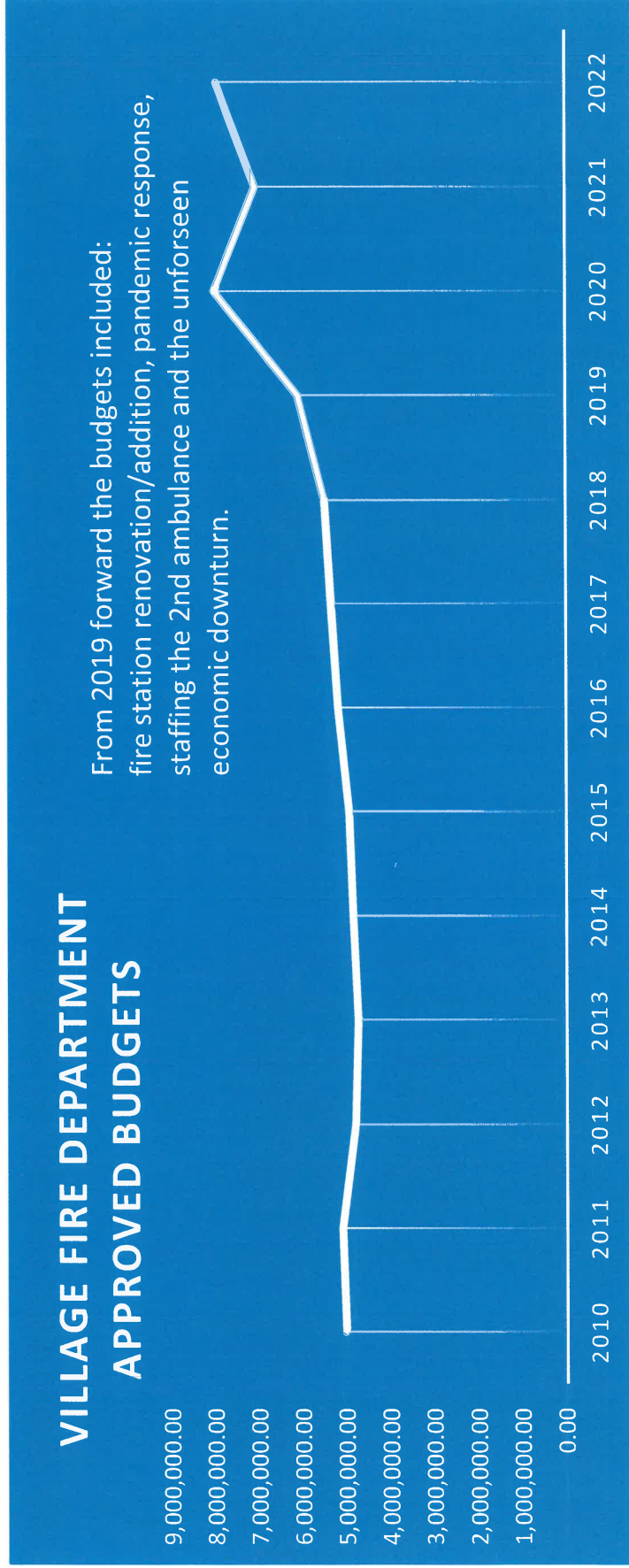


Village Fire Department 2022 Strategic Plan Performance Report						
	Standards/Base	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD Total
<b>2022 OPERATING BUDGET</b>						
Percentage if spending 100% of budget		25.00%	25.00%	25.00%	16.60%	91.60%
Actual Percentage of Budget Spent	100%	23.22%	25.30%	26.37%	17.20%	92.09%
Department Budget	\$7,789,561.06	\$1,808,825.15	\$1,970,679.65	\$2,054,325.43	\$1,365,366.09	\$7,199,196.32
Personnel Expenses Total	\$6,693,219.90	\$1,568,604.43	\$1,660,277.23	\$1,751,544.21	\$1,152,173.89	\$6,132,599.76
Percentage Personnel Budget Spent		23.44%	24.81%	26.17%	8.61%	83.03%
Overtime	\$353,000.00	\$77,989.40	\$132,688.25	\$131,520.77	\$42,757.86	\$384,956.28
% Overtime Budget Spent		22.09%	37.59%	37.26%	6.06%	103.00%
Capital Expenditures	\$230,400.00	\$10,481.47	\$11,187.42	\$58,952.45	\$82,521.17	\$163,142.51
% Capital Budget Spent		4.55%	4.86%	25.59%	17.91%	52.91%
Operational Expenditures	\$865,941.12	\$229,738.25	\$299,215.00	\$243,829.77	\$130,671.03	\$903,454.05
% Operational Budget Spent		26.53%	34.55%	28.16%	7.55%	96.79%
<b>EMERGENCY OPERATIONS:</b>						
Average Dispatch Time, high priority calls	60 Seconds	0:44	0:38	0:42	0:44	0:42
Average Turnout Times, high priority calls	60 Seconds	0:54	1:01	0:59	0:49	0:58
Average Total Response high priority EMS calls	6:30	4:46	4:43	4:46	4:01	4:45
Average Total Response high priority Fire calls	6:50	3:48	4:37	4:33	4:03	4:15
# Incidents		551	554	623	377	2105
# Responses		551	554	623	722	2450
VFD Patients		222	220	319	170	931
Patients Transported		152	130	229	104	615
<b>EMS REVENUE</b>						
EMS Revenue Fund Balance		\$67,769.08	\$111,718.14	\$181,953.45	\$77,043.09	\$77,043.09
Revenue Collected, Avg Per Patient		\$459.26	\$370.74	\$431.42	\$528.76	\$447.54
Amount Billed		\$360,586.58	\$111,443.56	\$382,803.18	\$144,932.93	\$999,766.25
Gross Revenue Received		\$69,807.25	\$48,196.21	\$98,794.26	\$52,880.45	\$269,678.17
Fire Marshal:						
# of General Plans Reviewed		10	6	8	9	33
# of Sprinkler Systems Reviewed		45	52	55	35	187
# Fire Investigated		1	1	0	0	2
# Inspections YTD		171	238	433	662	662
Fire Prevention Permits		15	8	7	4	34
Residential Sprinklers to date		2200	2225	2250	2270	2270
# of Community Ed Events		20	9	11	35	75
% of Homes with Sprinkler Systems	6708	32.8%	33.1%	33.3%	33.8%	33.6%

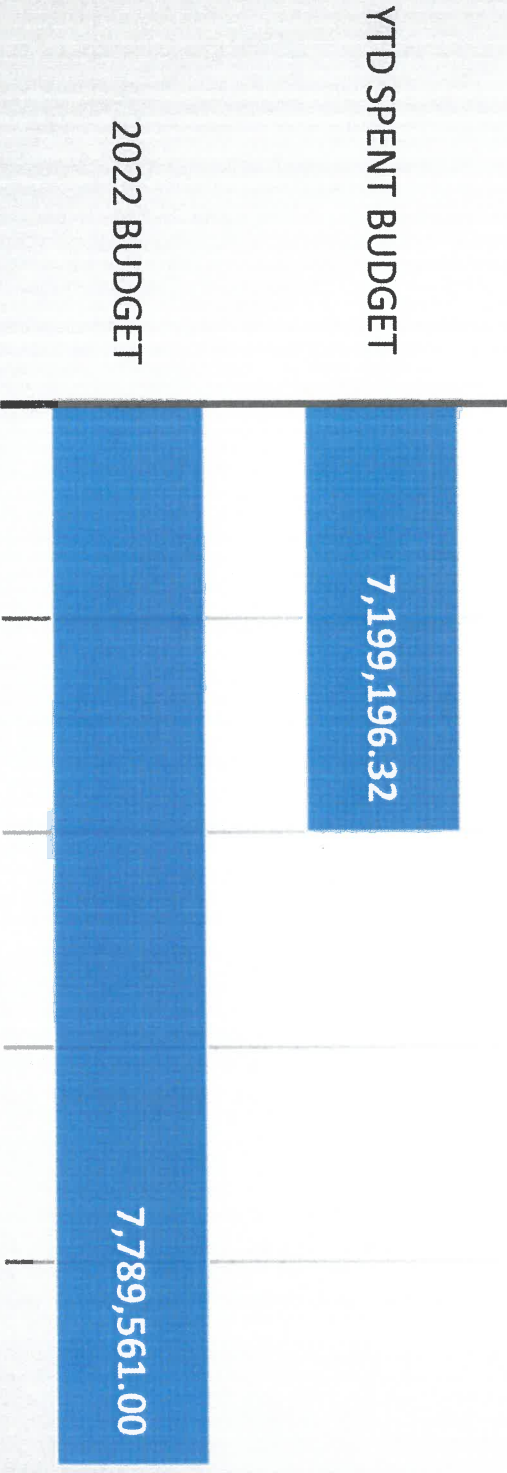
2022 Response Data through November  
 Report Provided by Chief David Foster - December 6, 2022

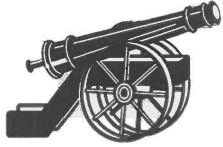
Year to Date 2022	Dispatch	Turnout	# EMS	EMS LT	1st Res	Resp Time	Fire	Fire LT	Fire Resp.
Bunker Hill	0:54	0:50	125	56	4:01	5:24	161	25	4:52
Hedwig	0:57	1:01	267	153	2:56	2:55	203	26	3:32
Hilshire	0:40	0:55	38	19	3:31	4:17	39	1	4:38
Hunters Creek	0:32	0:53	122	52	3:51	5:32	237	18	4:54
Piney Point	0:55	0:53	102	51	3:33	5:32	218	15	4:20
Spring Valley	0:55	0:49	190	82	2:53	4:07	197	31	4:31
Houston			3				115		
<b>Total/Average</b>	<b>0:48</b>	<b>0:53</b>	<b>847</b>	<b>413</b>	<b>3:27</b>	<b>4:37</b>	<b>1170</b>	<b>116</b>	<b>4:27</b>

Budget Comparison Chart  
 Provided by Chief David Foster December 6, 2022



# 2022 Operating Budget





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

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<b>Agenda Date:</b>	January 17, 2023
<b>Agenda Item:</b>	VI
<b>Subject/Proceeding:</b>	Mayor's Report
<b>Exhibits:</b>	Ordinance No. 23-593 Resume for James R. Smith to serve as Associate Judge
<b>Approval(s):</b>	Karen Glynn, City Administrator

**Executive Summary**

The Mayor's Report will include the following:

- A. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. 23 - 593, 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. Appointment of James R. Smith to serve as Associate Judge:  
The Municipal Court activity has picked back up after COVID and the City is scheduling two dockets per month for 2023. The City currently has one Municipal Judge and one Associate Judge. The Municipal Judge has indicated that she may not be available to consistently preside over both dockets. The current Associate Judge has indicated some scheduling conflicts as well. Staff is recommending the City appoint James R. Smith as a 2<sup>nd</sup> Associate Judge.  
  
James R. Smith is a retired Federal Judge and has served the City of Spring Valley as Presiding Judge since 2006. Judge Smith is a long-time City of Spring Valley resident and is very interested in serving in Bunker Hill Village. Judge Smith's resume is attached.
- C. Report of Activities and Upcoming Events



**ORDINANCE NO. 23-593**

**AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE,  
TEXAS EXTENDING A PUBLIC HEALTH EMERGENCY AND  
EXTENDING A STATE OF DISASTER DUE TO THE OUTBREAK  
OF COVID-19; PROVIDING FOR SEVERABILITY; AND  
PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, Greg Abbott, Governor of the State of Texas, entered a declaration of disaster on March 13, 2020 as a result of the outbreak of the COVID-19 virus; and

**WHEREAS**, Harris County Judge, Lina Hidalgo, entered a stay home, work safe order for all of Harris County on March 24, 2020 to last until April 3, 2020, due to the outbreak of the COVID-19 virus; and

**WHEREAS**, on March 31, 2020, Judge Hidalgo extended the stay home, work safe order until April 30, 2020 and has continued orders to date; and

**WHEREAS**, the Mayor and City Council of the City of Bunker Hill Village, Texas issued a disaster declaration on March 24, 2020 and approved on April 21, 2020, May 19, 2020, June 16, 2020, August 18, 2020, September 15, 2020, October 20, 2020, November 17, 2020, January 19, 2021, February 22, 2021, March 23, 2021, April 20, 2021, May 18, 2021, June 15, 2021, August 17, 2021, September 21, 2021, October 19, 2021, November 16, 2021, January 18, 2022, February 15, 2022, March 8, 2022, April 19, 2022, May 17, 2022, June 21, 2022, August 16, 2022, September 20, 2022, October 18, 2022, and November 15, 2022 an extension to the order; and

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

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

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

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

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

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

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

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

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

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

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

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

**PASSED, APPROVED AND ORDAINED** on this 17th day of January 2023

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Robert P. Lord, Mayor

ATTEST:

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Karen H. Glynn, Acting City Secretary

**JAMES RANDALL SMITH  
&**

**GREGORY TSIOROS**  
Attorneys at Law  
2016 Main Suite 102  
Houston, Texas 77002

Telephone: 713/630-0500

Website: [www.texasparole.com](http://www.texasparole.com)

Fax: 713/529-9207

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November 21, 2022

James Smith is a native Texan and was born in Beaumont Texas but has lived all over the world. He graduated law school in November 1976 and he clerked for Judge Kenneth Pacetti during his last year of law school and upon graduation. He also worked for the law firm of Hutchison & Martin in their trial division. He has tried cases consisting of insurance defense, personal injury, state and federal criminal matters, capital murder cases, and has been representing inmates before the Texas Board of Pardons and Paroles for over 20 years. He was asked to work on a pilot program for Harris County as an attorney for the mentally ill charged with criminal matters and this pilot program was so successful it was eventually turned into the Harris County Public Defenders Office.

**Credentials:**

Licensed to practice law and been a member of the State Bar of Texas since 1976. I was an associate with Hutchinson and Martin for two years and have been self-employed with my own law practice since 1981. Associate Judge at Spring Valley, Texas July 1994 and I have been the Presiding Judge since 2006.

Licensed to practice in all Federal Courts in the State of Texas since 1978;  
Licensed to practice before the 5th Circuit of Appeals of New Orleans since 1981;  
Licensed to practice before the 11th Circuit of Appeals of Atlanta since 1981;  
Member of the Texas Criminal Defense Lawyers Association since 1990;  
Member of Texas Trial Lawyers Association since 1990;  
Member of National Criminal Defense Lawyers Association since 1990;  
Member of College of the State Bar of Texas since 1991.  
Tried cases in Federal Courts in Houston, Dallas, San Antonio, Brownsville, Del Rio Texas, New Orleans, LA; Los Angeles, CA; San Diego, CA; Kansas City, KS; Memphis, TN; Oklahoma City, OK.

**Specialties:**

Paroles  
Parole Revocation

Criminal Law  
White-Collar Crime  
DWI  
Murder  
Assault  
Drug  
...among others.

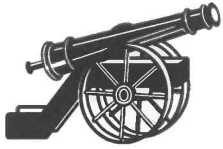
Legal Articles:

How to Deal With The Three Headed Dragon of Parole in The State of Texas. Speech given January 16, 2001; Houston Bar Association.

Parole and Your Client, August 13, 2003; Houston Criminal Trial Lawyers Association

Representing Inmates with Parole Problems in Misdemeanor Court, August 2005.

Parole Laws and Parole Policy on Release of Inmates; February 7, 2007. Speech to the Harris County Bail Bond Association.



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

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<b>Agenda Date:</b>	January 17, 2023
<b>Agenda Item:</b>	<b>VIII</b>
<b>Subject/Proceeding:</b>	Discussion on contract with Texas Pride regarding trash and recycling collection concerns
<b>Exhibits:</b>	N/A
<b>Approval(s):</b>	Mayor Robert P. Lord Karen Glynn, City Administrator

**Executive Summary**

There have been challenges with Texas Pride regarding recycling and trash services:

*Recycling*

- Texas Pride abruptly cancelled recycling on Wednesday, December 28 as a result of the freeze and back up at the Recycling Center. The communication means used by Texas Pride failed and the City was not notified until Thursday, December 29.
- Collection of recycling on January 4 was not completed because of the overflow from the previous cancellation and the Christmas Holiday demands. Collection was completed on January 5.
- Collection of recycling on January 11 was also delayed as a result of a truck break down and collection was completed on January 12.

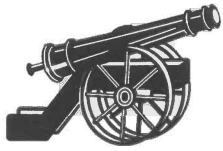
*Trash*

- Collection of trash on January 9 was delayed as a result of a truck break down and collection was completed on January 10.
- Public Works staff noted trash out in an area of the City on Saturday January 7.

Staff has worked diligently with Texas Pride representatives to share concerns and identify needed improvements including contingency plans. Texas Pride has shared that recycling has tremendously increased over the years, especially as a result of the pandemic and the increase in online sales and delivery and residents working from home. Texas Pride has also shared that they are experiencing supply chain delays in being able to promptly repair equipment. In addition, the timing of the freeze along with the Christmas Holidays created excessive recycling as well as additional trash all contributing to the inability to complete routes on the normal schedule. The City has been tracking resident calls regarding the reliability of trash and recycling collection provided by Texas Pride.

This agenda item provides an opportunity for resident input and for Council to discuss future steps.





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

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**Agenda Date:** January 17, 2023

**Agenda Item:** IX & X

**Subject/Proceeding:** May 2023 City Council Election

**Exhibits:** Ordinance No. 23-594  
Resolution No. 01-17-2023 A  
Interlocal Agreement with SBISD for Election Services

**Approval(s):** Karen Glynn, City Administrator

### **Executive Summary**

The following items are recommended for action by the City Council regarding the May 6, 2023 Mayor and Council Election:

***Ordinance Calling the May 6, 2023 Election***

The City of Bunker Hill Village holds its election for the Mayor and City Council on the May General Election Date for each year. The election for Positions 1, 2, and 3 are held in even numbered years, while the election for Mayor and Positions 4 and 5 are held in odd numbered years. The next scheduled City Election is Saturday, May 6, 2023 and accordingly, will be for Mayor and Positions 4 and 5. Filing for a position on the ballot will begin January 18, 2023 and will conclude February 17, 2023.

The attached Ordinance outlines the election information.  
Staff recommends approval of this Ordinance calling the City's Annual Election.

***Resolution Approving a Joint Election and Agreement with Spring Branch Independent School District for Election Services***

As approved at the November City Council Meeting, the Council agreed to partner with Spring Branch Independent School District for Election Services. The Council authorized the Mayor to sign the contract when available.

SBISD provided an agreement to the City. The Mayor and Staff wanted to share that early voting would be held at the SBISD Administration Building. Election Day Polls are held at the SBISD Middle Schools.

Mayor Lord and Staff continue to recommend this partnership but wanted to ensure the Council concurs. Council action will authorize the Mayor to sign the Interlocal Cooperation Agreement with SBISD in addition to Resolution No. 01-17-2023 A approving a joint election.

**ORDINANCE NO. 23 - 594**

**AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS PROVIDING FOR THE HOLDING OF A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 6, 2023, FOR THE PURPOSE OF ELECTING THE MAYOR AND TWO COUNCILMEMBERS (POSITION NOS. 4 AND 5); PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

\* \* \* \* \*

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

**Section 1.** In accordance with the general laws and Constitution of the State of Texas, a General Municipal Election is hereby called and ordered for the 1st Saturday in May 2023, the same being the 6th day of said month, at which general election all qualified voters of the City may vote for the purpose of electing the following officials of the City:

**Mayor  
Councilmember, Position 4  
Councilmember, Position 5**

**Section 2.** No person's name shall be placed upon the official ballot as a candidate for any of the above-mentioned positions unless such person has filed his or her sworn application, as provided by Section 141.031 of the TEXAS ELECTION CODE, with the City Secretary of the City at the City Offices, located at 11977 Memorial Drive, Houston, Texas 77024, not later than five o'clock (5:00) p.m. on the seventy eighth (78<sup>th</sup>) day before the date of such election (February 17, 2023). The City Secretary shall note on the face of each such application the date and time of its filing. Such application shall include the office the candidate is seeking and, if applicable, the position number of such position.

**Section 3.** The candidates receiving the highest number of votes in each of the positions to be filled at such election shall be declared elected to such positions.

**Section 4.** The order in which the names of the candidates are to be printed on the ballot for the general and special election shall be determined by a drawing by the City Secretary, as provided by Section 52.094 of the TEXAS ELECTION CODE. The City Secretary shall post a

notice in her office of the date, hour and place of drawing. Such notice shall remain posted continuously for seventy-two (72) hours immediately proceeding the scheduled time of the drawing, and personal notice shall also be given to any candidate who makes written request for such notice and furnishes to the City Secretary a self-addressed, stamped envelope. Each candidate involved in the drawing, or his/her designated representative, shall have a right to be present and observe the drawing.

**Section 5.** Notice of said election shall be given in accordance with the provisions of the TEXAS ELECTION CODE and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such election, and returns of such election shall be made to the City Secretary immediately after the closing of the polls.

**Section 6.** Said election shall be held in accordance with the TEXAS ELECTION CODE and the Federal Voting Rights Act of 1965, as amended.

**PASSED, APPROVED AND ORDAINED** on this 17th day of January, 2023.

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Robert P. Lord, Mayor

ATTEST:

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Karen H. Glynn, Acting City Secretary

**RESOLUTION NO. 01-17-2023 A**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS APPROVING A JOINT ELECTION WITH SPRING BRANCH INDEPENDENT SCHOOL DISTRICT FOR THE ELECTING ITS MUNICIPAL OFFICERS AND APPROVING THE INTERLOCAL COOPERATION AGREEMENT FOR JOINT ELECTIONS WITH SBISD.**

\* \* \* \* \*

**WHEREAS**, the Spring Branch Independent School District (“SBISD”) is a political subdivision and independent school district of the State of Texas;

**WHEREAS**, the City of Bunker Hill Village (“Bunker Hill”) is a municipality of the State of Texas located in SBISD;

**WHEREAS**, Chapter 271 of the Texas Election Code authorizes joint elections if the elections ordered by two or more political subdivisions are to be held on the same day in all or part of the same territory;

**WHEREAS**, Section 11.0581 of the Texas Education Code requires that an election for trustees of an independent school district on the May uniform election date be a joint election under Chapter 271 of the Texas Election Code with the election for members of the governing body of a municipality located in the school district;

**WHEREAS**, Bunker Hill wishes to have a joint election on May 6, 2023 with SBISD.

**NOW, THEREFORE, BE IT RESOLVED:**

**Section 1.** That the facts and matters contained in the preamble to this resolution are hereby found to be true and correct.

**Section 2.** That the May 6, 2023 Bunker Hill municipal officers election be held as a joint election with the SBISD trustee election. The City Council of Bunker Hill approves a joint election in accordance with Chapter 271 of the Texas Election Code and Section 11.0581 of the Texas Education Code with SBISD. The details of the joint election have been made through a separate election agreement which will be adopted by the Board of Trustees of SBISD and the City Council of Bunker Hill.

**Section 3.** The Interlocal Cooperation Agreement for Joint Elections between Bunker Hill and SBISD, attached hereto as Exhibit “A” is hereby approved and the Mayor is authorized to execute all documents related hereto.

**RESOLVED** this the 17<sup>th</sup> day of January, 2023.

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

ATTEST:

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

## **Interlocal Cooperation Agreement for Joint Elections**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Agreement (the "Agreement") is made and entered into between Spring Branch Independent School District ("SBISD") and City of Bunker Hill Village ("Bunker Hill"), together, the "Entities," for the purpose of the Parties conducting joint elections pursuant to Texas Election Code, Chapter 271, and Texas Education Code, Section 11.0581.

### Preamble.

WHEREAS, SBISD is a political subdivision and independent school district of the State of Texas;

WHEREAS, Bunker Hill is a municipality of the State of Texas located partially in SBISD;

WHEREAS, Chapter 271 of the Texas Election Code authorizes joint elections if the elections ordered by two or more political subdivisions are to be held on the same day in all or part of the same territory;

WHEREAS, Section 11.0581 requires that an election of trustees of an independent school district shall be held on the same date as the election for the members of the governing body of the municipality located in the school district as a joint election; the voters of a joint election shall be served by common polling places consistent with Section 271.003(b);

WHEREAS, SBISD and Bunker Hill have determined that it is in the best interests of SBISD, Bunker Hill, and the citizens thereof, to enter into a joint election agreement for the purpose of sharing election equipment, election supplies, election workers, tabulation services, polling locations, and electronic voting equipment; and

WHEREAS, SBISD and Bunker Hill shall each order their elections for May 6, 2023 and each shall pass a resolution agreeing to a joint election.

THEREFORE, BE IT RESOLVED THAT SBISD and the City of Bunker Hill Village agree as follows:

1. Chief Election Official. Each Entity agrees to appoint a Chief Election Official who shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement.
2. Conduct of Election. Although the Entities may share election responsibilities, judges, clerks and other election workers as part of the Joint Election covered by this Agreement, each Entity shall remain responsible for the lawful conduct of its election. The Entities acknowledge and agree that any election duty related to the lawful conduct of an election not expressly provided for in this Agreement is retained by each Entity. Responsibilities retained by each Entity include, but are



not limited to, receipt of applications for a position on the ballot, ballot position drawings, correspondence with candidates concerning ballot applications and/or candidate unopposed status, campaign finance reporting, and posting and publication of required election notices.

3. Legal Documents. Each Entity shall be responsible for the preparation, adoption, posting and publication of all required election orders, resolutions, and notices required by the Texas Election Code and/or other applicable law. Preparation of the necessary materials for notices and official ballot language shall be the responsibility of each Entity, including translation to languages other than English. Each Entity shall prepare its own submission, if required, to the United States Department of Justice for preclearance of its election, pursuant to the Voting Rights Act of 1965, as amended.
4. Early Voting by Personal Appearance. The Entities agree to conduct joint early voting by personal appearance. Early voting by personal appearance will be held at the locations, dates, and times authorized and ordered by the governing body of each party to this Agreement. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting location as established by SBISD.
5. Early Voting by Mail. The Entities shall conduct joint early voting by mail. SBISD's Early Voting Clerk shall serve as the Early Voting Clerk for the joint election. SBISD shall be responsible for mail ballots and any other supplies required by the Early Voting Clerk and shall be responsible for all other aspects of early voting by mail, including but not limited to, receiving applications for ballots by mail and mailing and receiving ballots by mail. Bunker Hill shall be responsible for forwarding any applications for ballots by mail it receives to SBISD's Early Voting Clerk within 24 hours of receipt.
6. Polling Places. The Parties shall have one common polling places on Saturday, May 6, 2023, Election Day, at Spring Branch Middle School, 1000 Piney Point, Houston, Texas 77024 (the "Common Polling Place").
7. Joint Ballot. The Entities agree to a joint ballot. Preparation of the necessary materials for each Entity's official ballot shall be the responsibility of each party to this Agreement, including translation to languages other than English. Bunker Hill shall furnish SBISD a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the Entity's ballot is to be printed). This list shall be delivered to SBISD as soon as possible following Bunker Hill's candidate position drawing and in accordance with any timetables provided by SBISD. Bunker Hill agrees that SBISD shall not be responsible for the wording of the ballot language provided by Bunker Hill. SBISD shall provide Bunker Hill with a ballot proof prior to finalizing the ballot for the joint election. Bunker Hill shall be responsible for proofreading and approving the

ballot insofar as it pertains to Bunker Hill's candidates and/or propositions.

8. Election Judges and Clerks. SBISD shall be responsible for the appointment, compensation and training of all election officials for each election-day and early voting polling location, except as provided in paragraphs 4 and 5 of this Agreement, including the appointment of all judges, clerks and central counting station and early voting ballot board personnel. SBISD shall make emergency appointments of election officials if necessary. SBISD also shall notify all election judges of their appointment. Pay rates for election workers shall comply with the hourly rates required by the Texas Election and Administrative Codes for election judges and clerks. Judges and alternate judges shall also be compensated \$35.00 to attend election training. All joint polling place election workers shall receive these standardized rates of pay.
9. Voting Equipment and Election Supplies. The Entities agree to use electronic voting equipment and supplies approved by the Texas Secretary of State for the polling locations and central counting station covered by this Agreement. SBISD shall arrange for and order all equipment and supplies (i.e. election kits, official ballots, sample ballots, tabulation equipment, voter registration lists, and all forms, signs, and maps) and shall arrange delivery of the equipment and supplies to all polling places covered by this Agreement, including the central counting station. Paper ballots will not be used by SBISD or by Bunker Hill for voting on election-day, except for provisional ballots or in the instance of electrical outages or electronic equipment failure. Bunker Hill acknowledges that the electronic voting system is highly technical and that it is conceivable that, despite the efforts of the parties, it might fail during the election. Bunker Hill agrees that should the electronic voting system fail, it will not make any claim against SBISD for damages of any kind, including but not limited to, damages incurred by Bunker Hill for having to conduct a second election as a result of such failure.
10. Early Voting Ballot Board. SBISD shall appoint an Early Voting Ballot Board (EVBB) to process early voting mail ballots received by the Entities. The EVBB shall consist of a presiding judge and at least two other members. Upon recommendation by the presiding judge, SBISD shall appoint any additional EVBB members needed. Tabulation of each Entity's mail ballots shall be conducted separately by the Early Voting Ballot Board at the central counting station on election night, at no cost to Bunker Hill. A signature verification committee may be appointed in any election under this Agreement. SBISD's early voting clerk shall be responsible for determining whether a signature verification committee is to be appointed for a particular election. If the clerk determines that a committee is to be appointed, the clerk shall issue a written order calling for the appointment in accordance with the requirements of the Election Code. Appointment to the Committee shall be made by the Board of Trustees of SBISD in accordance with the requirements of the Election Code.

11. Central Counting Station. SBISD shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of Chapter 127 of the Texas Election Code. SBISD also shall be responsible for conducting any post-election manual recounts required by Section 127.201 of the Texas Election Code. Bunker Hill may provide a representative at the Central Counting Station on election night to receive the unofficial tabulation of the election. Alternatively, Bunker Hill may request that SBISD provide the election results via another means such as email. However, if an alternative means is used, SBISD shall not be responsible for technical problems with transmission. Each party to this Agreement shall be responsible for canvassing its own election returns. Central counting station personnel will be provided at no cost to Bunker Hill.
12. Logic & Accuracy Tests. SBISD shall arrange and schedule the logic and accuracy testing for the tabulation equipment prior to its use in the election as required by Chapter 127 of the Texas Election Code and shall be responsible for publishing the required public notice of the date, time, and place of the logic and accuracy testing. The Entities agree and acknowledge that it shall be the responsibility of electronic voting equipment manufacturer to program and test all election equipment in accordance with the requirements of the Texas Election Code, and it is further agreed and understood that by entering into this Agreement, SBISD does not assume any responsibility for the programming or testing of the electronic voting equipment used in the election. SBISD shall be responsible for conducting the logic and accuracy tests for the tabulation equipment required by Chapter 127 of the Texas Election Code.
13. Cancellation of Election. Either Entity may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. If an Entity cancels its election, it shall promptly notify the other Entity in writing and shall be responsible only for its share of prorated expenses through the date of cancellation. The Entity remaining in the election shall then assume full responsibility and expense for conducting its own election. The Entity cancelling its election shall be responsible for preparing all orders, resolutions, and certifications associated with canceling its election pursuant to Chapter 2 of the Texas Election Code. In the event that other entities have joined in the Joint Election, and SBISD cancels its election, each remaining entity shall assume full responsibility and expense for conducting its own election. In the event that SBISD cancels its election, any remaining entity desiring SBISD to conduct its election shall make its request in writing. Should SBISD accept the entity's request, the Entity shall assume full responsibility for expenses associated with the election. In that event, polling locations (early and election-day) shall be determined by SBISD.
14. Expenses of Joint Election. Services provided to Bunker Hill under this Agreement shall be a flat fee of \$250, unless SBISD cancels its election and Bunker Hill does not, or Bunker Hill requires a runoff election. In those instances, SBISD shall

prepare and submit an invoice to Bunker Hill for Bunker Hill's expenses of conducting their election, which invoice shall be due and payable within thirty (30) days of receipt thereof. The Entities shall meet, if necessary, following the Joint Election to review administration and/or the expenses of the Joint Election. Bunker Hill agrees and acknowledges that SBISD may from time to time invite other entities who serve voters within the same boundaries to join the Joint Election. Under such circumstances, election expenses allocated under this Agreement shall be borne proportionately by all Entities participating in the Joint Election.

15. Election Records. Each Entity hereby appoints its Chief Election Official as the general custodian of the voted ballots and **all** records of the Joint Election as authorized by Section 271.010 of the Texas Election Code. The Chief Election Officials shall work cooperatively with one another, sharing records and materials as needed. Access to each Entity's election records shall be available to that Entity upon request as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records for the electronically voted ballots shall be stored by the Chief Election Official of each Entity. Each Chief Election Official shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable. Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, each Entity shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Entity to bring to the attention of its records custodian notice of any pending election contest, investigation, litigation or open records request which may be filed with the Entity.
16. Joint Election Preserved. This joint election agreement shall be preserved for the period for preserving the precinct election records.
17. Recounts. A recount may be obtained as provided by Title 13 of the Texas Election Code. If either Entity requires a recount, it is understood and agreed that SBISD shall be responsible for the supervision of the recount and shall appoint all personnel for the recount. The entities agree to work cooperatively with one another, promptly making available all election records, equipment, and supplies (including ballots, ballot boxes, and voting equipment) requested by the Entity conducting the recount. All costs of the recount shall be borne by the Entity requiring therecount.
18. Entire Agreement/Amending This Agreement. The Parties agree that this Agreement is the entire agreement between SBISD and Bunker Hill and supersedes any previous oral or written agreements. This Agreement may be amended only by the mutual agreement of the Parties, in a writing to be attached to and incorporated **in** this Agreement.

19. Source of Payment. Local funds expended will be from current revenues available to the paying party Term of Agreement. The term of this Agreement shall be for a period of one (1) year, commencing on the effective date hereof. Provided, however, this Agreement shall be automatically extended for additional one-year terms unless either party notifies the other in writing of non-renewal not less than 90 days prior to the expiration of the primary or any renewal term hereof. Provided further, either party to this Agreement shall be entitled to terminate same upon 90 days advance written notice.
20. No Assignment. This Agreement may not be assigned.
21. Construction and Venue. This Agreement shall be construed under the laws of the State of Texas; mandatory and exclusive venue in any action arising out of this Agreement shall be in Harris County, Texas.
22. Authorized by Governing Body. Each party acknowledges that this Agreement has been authorized by the governing bodies of both SBISD and Bunker Hill.
23. No Third Party Beneficiary. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.
24. Notice. Notice under this Agreement must be in writing and may be delivered by hand delivery, fax or by certified mail to each Entity's Chief Election Official at the addresses listed on their respective signature blocks below.

**CHIEF ELECTION OFFICIALS:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: Christine A. Porter  
 Political Subdivision: Spring Branch Independent School District  
 Address: 955 Campbell Road  
 City, State, Zip: Houston, Texas 77024  
 Telephone: (713) 251-2213  
 Fax: (713) 251-9185  
 E-mail: [Christine.porter@springbranchisd.com](mailto:Christine.porter@springbranchisd.com)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: Karen H. Glynn, Acting City Secretary  
 Political Subdivision: Bunker Hill Village, Texas  
 Address: 11977 Memorial Drive  
 City, State, Zip: Houston, TX 77024  
 Telephone: (713) 467-9762  
 Fax: (713) 827-8752  
 E-mail: [kglynn@bunkerhilltx.gov](mailto:kglynn@bunkerhilltx.gov)

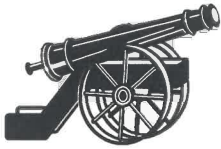


Agreed to this \_\_\_\_ day of January, 2023

Agreed to this \_\_\_\_ day of January, 2023

\_\_\_\_\_  
Chris Earnest, President  
Board of Trustees, SBISD

\_\_\_\_\_  
Robert P. Lord, Mayor  
City of Bunker Hill Village, Texas



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

**Agenda Date:** January 17, 2023

**Agenda Item:** XI

**Subject/Proceeding:** CONSIDERATION AND POSSIBLE ACTION TO RATIFY AN INCREASE OF \$4,984.00 TO THE CONTRACT WITH YARDWORKS, INC. FOR THE INSTALLATION OF TREES FOR WATER WELL NO. 5

**Exhibits:** Bill from Yardworks dated December 21, 2022

**Approval(s):** Karen Glynn, City Administrator

**Executive Summary**

At the December 6, 2022 Special Meeting, the City Council authorized the Mayor to approve a contract with Yardworks, Inc. for the installation of trees for Water Well No. 5 in an amount not to exceed \$32,703.00. Trees would be planted during the Christmas break for Bunker Hill Elementary School.

During the installation of the trees on December 19, 2022, staff met with Yardworks to discuss several items and possible adjustments regarding the trees and plantings:

<b>Adjustment to Contract:</b>	<b>Increased Cost:</b>
1. The adjacent resident at 8 Rain Hollow Place came to the site and requested that the trees on the east side of the water well be placed closer to screen the generator from his back yard. This was discussed with the City's Forrester and Yardworks and they agreed with the adjustment to the spacing. Two additional trees were recommended for installation near the driveway area. The cost for 2 -100 gallon White Oak Trees with stakes totaled \$3,074.00.	\$ 3, 074.00
2. Yardworks also indicated that there were 45 gallon crepe myrtles available versus 30 gallon which were specified at bidding. These would be larger at an installed cost of \$585.00 versus \$450.00 as included in the bid increasing the cost by \$540 for a total of 4 trees.	\$ 540.00
3. Mulch and fertilizer had not been included in the previous cost. This cost was \$1,370.00	\$ 1,370.00
<b>Total Increase</b>	<b>\$ 4, 984.00</b>

Staff spoke with the Mayor following these discussions and he agreed that the adjustments were reasonable. The total increase was \$ 4,984.00 which included additional and larger plantings.

The trees have been installed and look very nice.

This item ratifies the additional expense.

Funding was available in the budget for Water Well No. 5 Landscaping.

There are still plans to add knock-out roses, liriopes, and ground cover to the bed. This will occur after the winter months.



3322 Marks Rd.  
Houston, Texas 77084  
281-579-0329

City of Bunker Hill  
11977 Memorial Dr.  
Houston, Texas 77024  
Attn: Karen Glynn

12/21/2022

Invoice #32137  
Due upon receipt  
**Additional request**

Material	Location	Each	Total
	Well site		
2 White Oak trees, 100 gal.		\$ 1,500.00	\$ 3,000.00
4 Metal stakes with wire		\$ 18.50	\$ 74.00
3 Bags, Microlife fertilizer amendments	Well site trees		\$ 120.00
10 Yards, Pine Deco mulch	Well site	\$ 65.00	\$ 650.00
<b>Crew Labor</b>			\$ 600.00

Prepare and define area for mulch installation.

**Installation fee is included in the price of the tree.**

SUBTOTAL	\$ 4,444.00
Sales Tax (8.25%)	N/A
<b>TOTAL</b>	<b>\$ 4,444.00</b>



3322 Marks Rd.  
Houston, Texas 77084  
281-579-0329

City of Bunker Hill  
11977 Memorial Dr.  
Houston, Texas 77024  
Attn: Karen Glynn

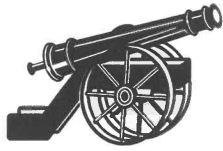
12/21/2022

Invoice #32135  
Due upon receipt

Material	Location	Each	Total
7 Magnolia, DD Blanchard 100 gal.	Well site	\$ 1,600.00	\$ 11,200.00
2 White Oak trees, 100 gal.		\$ 1,500.00	\$ 3,000.00
10 Magnolia, Little Gem 100 gal.		\$ 1,600.00	\$ 16,000.00
4 Crape Myrtle, Tuscarora Pink 45 gal.		\$ 585.00	\$ 2,340.00
38 Metal stakes with wire		\$ 18.50	\$ 703.00

Installation fee is included in the price of the tree.

SUBTOTAL	\$ 33,243.00
Sales Tax (8.25%)	N/A
<b>TOTAL</b>	<b>\$ 33,243.00</b>



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

**Agenda Date:** January 17, 2023

**Agenda Item:** XII

**Subject/Proceeding:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE CHANGE ORDER NO. 12 WITH METRO CITY TO SUPPLEMENT CHANGE ORDER NO. 6 FOR ADDITIONAL WORK TO COMPLETE THE REMOVAL AND REPLACEMENT OF SIDEWALK ALONG MEMORIAL DRIVE IN AN AMOUNT NOT TO EXCEED \$16,585.69

**Exhibits:** Change Order No. 6 with Metro City  
Change Order No. 12 with Metro City

**Budget:** General Fund Capital Projects:  
2022 Budget Adjustment *to be carried over by 2023 Budget Amendment*  
2023 CIP – Sidewalk Construction *to be included in Budget Amendment*

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

### **Executive Summary**

The City Council approved Change Order No. 6 to the Chapel Belle Reconstruction project in May 2022. This change order was recommended for the construction of a new sidewalk at 11646 Memorial Drive. As part of the approval of the construction of the new home at 11646 Memorial Drive, the City agreed to construct a new eight-foot-wide sidewalk at this address. At the time of the change order, the home was ahead of schedule and construction of the sidewalk was planned in 2022.

A change order to the Chapel Belle project was considered the most cost-effective approach for this construction. Funding was approved with an amendment to the 2022 CIP Budget in the amount of \$25,000.00 to include contingency.

As the City and RPS began working with Metro City to actually construct the sidewalk, the City learned that Metro City had not been provided an accurate scope of the project and therefore had not completely priced the project. The original pricing was for 300 feet; however, there is actually 370 feet of sidewalk needed. In addition, the price did not include the removal of the existing sidewalk, fill and sod to complete the project. Staff and RPS asked for a supplemental change order to provide an accurate price for the full scope of the project.

The total project cost is \$36,643.13. RPS has confirmed this is a good price for the removal, replacement and restoration of the sidewalk and project area.

There is an \$80,000 budget for sidewalk construction in the 2023 General Fund CIP Budget. It is recommended to fund the supplemental change order with \$16,585.69 from this line item. There is still some contingency included in the previous change order and budget amendment should there be any incidentals.



**CHANGE ORDER NO. 6**

Contractor: Metro City, LLC

Date 05/11/2022

Description:

1. Additional \$20,057.44 for the inclusion of 300 LF of sidewalk on Memorial Dr. and Briarforest.

Reasons for Change Order:

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

CONTRACT PRICE		CONTRACT TIMES (Calendar Days)	
		To substantial Completion	To final Completion
Total Original Contract:	\$ <u>996,395.00</u>	Original:	<u>200</u>
Previous C.O.s (DEDUCT):	\$ <u>56,530.86</u>	Previous C.O.s (DEDUCT):	<u>          </u>
This C.O. (DEDUCT):	\$ <u>20,057.44</u>	This C.O. (DEDUCT):	<u>0</u>
Contract Price with all approved Change Orders:	\$ <u>1,072,983.3</u> + 7.69%	REVISED:	<u>          </u>
		Original Completion Date:	<u>9/01/22</u>
		Revised Completion Date:	<u>9/01/22</u>

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

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

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RECOMMENDED:

By:   
Engineer (Authorized Signature)

05/12/22  
Date

APPROVED:

By:   
Owner (Authorized Signature)

5/17/2022  
Date

ACCEPTED:

By:   
Contractor (Authorized Signature)

5/12/2022  
Date

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# CHANGE PROPOSAL



<b>TO:</b> Mike McClung PE, CFM, ENV SP RPS   North America 575 N. Dairy Ashford, Suite 700 Houston, Texas 77079	<b>PROPOSAL #</b> <b>DATE</b> <b>DATE NEEDED BY</b> <b>PROJECT #</b>	5 4/19/22 Open 312														
<b>PROJECT:</b> City of Bunker Hill Paving and Drainage Improvements for Chapel Belle Lane and Tamerlaine Drive																
<b>DESCRIPTION OF CHANGE</b> 300' lf of sidewalk																
<b>REASON FOR CHANGE</b> The following additional scope of work has been requested: Add new sidewalk at Briarforest and Memorial Drive.																
<b>OVERRUNS/UNDERRUNS</b>	<table> <tr><td>LABOR:</td><td>\$ 9,106.28</td></tr> <tr><td>EQUIP:</td><td>\$ 1,253.45</td></tr> <tr><td>MATERIAL:</td><td>\$ 6,322.48</td></tr> <tr><td>SUBCONTRACTOR:</td><td></td></tr> <tr><td>SUPPLIES:</td><td>\$ 50.65</td></tr> <tr><td>BONDS/FEES/OH:</td><td>\$ 1,420.66</td></tr> <tr><td>PROFIT</td><td>\$ 1,903.92</td></tr> </table>		LABOR:	\$ 9,106.28	EQUIP:	\$ 1,253.45	MATERIAL:	\$ 6,322.48	SUBCONTRACTOR:		SUPPLIES:	\$ 50.65	BONDS/FEES/OH:	\$ 1,420.66	PROFIT	\$ 1,903.92
LABOR:	\$ 9,106.28															
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SUPPLIES:	\$ 50.65															
BONDS/FEES/OH:	\$ 1,420.66															
PROFIT	\$ 1,903.92															
<b>CONTACT SUM CHANGE AMOUNT:</b>		\$ 20,057.44														
<b>CONTACT TIME CHANGE AMOUNT:</b>		6														
<p style="text-align: right;">SUBMITTED BY: Tony Rodriguez - President</p>																

**Proposal**

**METRO CITY CONSTRUCTION**

Job Code: 2022-0419

Description: Memorial & Briar Forest Sidewalk

Position Code	Line No.	Pay Item No.	Description	Proposal	Quantity	Unit of Measure	Unit Price	Total Price
			<b>Subtotal Description</b>					
1	1	1	8' Wide Sidewalk		2,400.00	SF	8.36	20,064.00
<b>GRAND TOTAL:</b>								<b>20,064.00</b>

**Proposal Certification**

**CHANGE ORDER NO. 12**

Contractor: Metro City, LLC

Date 11/22/2022

Description:

1. Additional \$6,259.96 for the inclusion of 70 LF of 8' wide sidewalk located at Briarforest and Memorial Drive.
2. Additional \$5,798.80 for the inclusion of 2,180 SF of sidewalk removal.
3. Additional \$3,628.37 for the inclusion of 73.33 CY of Select Fill.
4. Additional \$901.56 for the inclusion of 132 SY of Sod.

Reasons for Change Order:

1. The additional quantities were not included in the original contract and have been requested to be incorporated into the Chapel Belle project by City Staff.

<b>CONTRACT PRICE</b>		<b>CONTRACT TIMES (Calendar Days)</b>		
			<u>To substantial Completion</u>	<u>To final Completion</u>
Total Original Contract:	<u>\$ 996,395.00</u>	Original:	<u>200</u>	<u>200</u>
Previous C.O.s (DEDUCT):	<u>\$ 128,071.84</u>	Previous C.O.s (DEDUCT):	<u>          </u>	<u>          </u>
This C.O. (DEDUCT):	<u>\$ 16,585.69</u>	This C.O. (DEDUCT):	<u>          </u>	<u>          </u>
Contract Price with all approved Change Orders:	<u>\$ 1,141,052.53</u> + 14.52%	REVISED:	<u>230</u>	<u>230</u>
		Original Completion Date:	<u>09/02/22</u>	<u>09/02/22</u>
		Revised Completion Date:	<u>10/02/22</u>	<u>10/02/22</u>


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

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

---

RECOMMENDED:

By:  Cosme Reyes, PE                      11-22-2022  
Engineer (Authorized Signature)                      Date

APPROVED:

By: \_\_\_\_\_                      \_\_\_\_\_  
Owner (Authorized Signature)                      Date

ACCEPTED:

By:                       11/22/22  
Contractor (Authorized Signature)                      Date

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# CHANGE PROPOSAL



<b>TO:</b> Mike McClung PE, CFM, ENV SP RPS   North America 575 N. Dairy Ashford, Suite 700 Houston, Texas 77079	<b>PROPOSAL #</b> 5 R2
	<b>DATE</b> 11/22/22 <b>DATE NEEDED BY</b> Open <b>PROJECT #</b> 312

**PROJECT:** City of Bunker Hill  
 Paving and Drainage Improvements for Chapel Belle Lane and Tamerlaine Drive

**DESCRIPTION OF CHANGE**  
 Additional 370' of Sidewalk Remove and Replace

**REASON FOR CHANGE**  
 The following additional scope of work has been requested: Add new sidewalk at Briarforest and Memorial Drive.

OVERRUNS/UNDERRUNS	ADDITIONAL COST
\$ -	LABOR: \$ 13,218.22
\$ -	EQUIP: \$ 6,010.45
\$ -	MATERIAL: \$ 11,019.88
\$ -	SUBCONTRACTOR
\$ -	SUPPLIES \$ 62.47
\$ -	BONDS/FEES/OH: \$ 2,668.03
\$ -	PROFIT \$ 3,664.08
\$ -	
\$ -	

**CONTACT SUM CHANGE AMOUNT:** \$ 36,643.13  
**CONTACT TIME CHANGE AMOUNT:**

  
**SUBMITTED BY: Tony Rodriguez - President**

**Proposal**

**METRO CITY CONSTRUCTION**

Job Code: 312 - 5

Description: Memorial & Briar Forest Sidewalk

Proposal							
Line No.	Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price	
<b>Subtotal Description</b>							
1	1	8' Wide Sidewalk 370'LF	2,960.00	SF	8.89	26,314.40	
2	2	Sidewalk Removal	2,180.00	SF	2.66	5,798.80	
3	3	Select Fill	73.33	CY	49.48	3,628.37	
4	4	Sod	132.00	SY	6.83	901.56	
						<b>Subtotal:</b>	36,643.13
						<b>GRAND TOTAL:</b>	36,643.13

**Proposal Certification**

Cost Breakdown Structure (CBS) Register

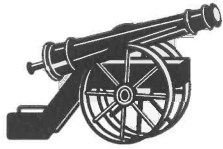
METRO CITY CONSTRUCTION  
312 - 5--Memorial & Briar Forest Sidewalk

CBS Position Code	Description	Optional Code	Forecast (T/O) Quantity	Unit Cost	Total Cost (Forecast)	Labor Total Cost	Rented Equipment Total Cost	Materials Total Cost	Supplies Total Cost	Fees Total Cost
JOB			1.00	\$32,979.05	\$32,979.05	\$13,218.22	\$6,010.45	\$11,019.88	\$62.47	\$2,668.03
Prime Bond		PRIME BOND	1.00	\$549.65	\$549.65	\$0.00	\$0.00	\$0.00	\$0.00	\$549.65
Price % Add-On		PRICE % ADD-O	1.00	\$1,832.17	\$1,832.17	\$0.00	\$0.00	\$0.00	\$0.00	\$1,832.17
Job Financing		FINANCE EXPENS	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Job Management & Equipment		JOB MANAGEMEN	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Expense		GENERAL EXPENS	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>1</b>	<b>8' Wide Sidewalk 370'LF</b>	1	2,960.00	\$7.43	\$21,981.73	\$10,470.14	\$1,963.89	\$9,346.21	\$62.47	\$139.02
1.1	Install		2,960.00	\$4.22	\$12,486.88	\$10,470.14	\$1,963.89	\$0.00	\$0.00	\$52.85
1	Resource Assembly	Quantity (Less Waste)	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)			
1	SIDEPAV	Concrete Sidewalk Crew	1.00	Each	494.22	\$202.13	\$12,486.88			
1.2	Materials & Supplies		2,960.00	\$3.21	\$9,494.85	\$0.00	\$0.00	\$9,346.21	\$62.47	\$86.17
Row Number	Code	Description	Quantity (Less Waste)	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)		
1	SYP	Pine 1x4	740.00	LF			\$1.08	\$833.09		
2	SSTK	Stakes 2x4x18"	123.33	Each			\$2.17	\$277.70		
3	SND	Nails Duplex 16	0.12	Each			\$71.66	\$8.84		
4	SN	Nails Common 6	0.12	Each			\$89.43	\$11.03		
5	MC3500	Concrete 3500 PSI	45.00	CY			\$130.00	\$6,084.00		
6	MPRW	Redwood Expansion Joi	123.33	LF			\$7.42	\$915.13		
7	MASAN	Sand	18.27	CY			\$15.00	\$284.94		
8	MPREB4	Rebar # 4 20 Foot	74.00	Each			\$14.00	\$1,036.00		
9	MSTEEL	Structural Steel	0.00	Ton			\$1,500.00	\$0.00		
10		Paving Chairs	1.23	EA			\$35.77	\$44.12		
<b>2</b>	<b>Sidewalk Removal</b>	2	2,180.00	\$2.22	\$4,848.62	\$1,153.70	\$3,581.65	\$0.00	\$0.00	\$113.27
2.1	Labor		2,180.00	\$2.22	\$4,848.62	\$1,153.70	\$3,581.65	\$0.00	\$0.00	\$113.27
Row Number	Code	Description	Quantity (Less Waste)	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)		
1	REBHL	Backhoe Loader	1.00	Each	16.46	16.46	\$27.21	\$447.85		
2	LSW02	Laborer	2.00	Each	32.92	32.92	\$21.63	\$711.87		

**Cost Breakdown Structure (CBS) Register**

**METRO CITY CONSTRUCTION**  
**312 - 5--Memorial & Briar Forest Sidewalk**

CBS Position Code		Description			Optional Code		Forecast (T/O) Quantity			Unit Cost		Total Cost (Forecast)	Labor Total Cost	Rented Equipment Total Cost	Materials Total Cost	Supplies Total Cost	Fees Total Cost	
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)							
3		<b>Select Fill</b>		3						\$41.15	\$3,017.70	\$1,308.93	\$464.91	\$1,209.95	\$0.00	\$0.00	\$33.91	
3.1		<b>Install</b>								\$24.65	\$1,807.76	\$1,308.93	\$464.91	\$0.00	\$0.00	\$0.00	\$33.91	
1	LSW02		Laborer	2.00		2.00	Each	36.67	36.67	\$21.63	\$792.89							
2	LSWOP		Operator - Backhoe Loa	1.00		1.00	Each	18.33	18.33	\$28.15	\$516.04							
3	REBHL		Backhoe Loader	1.00		1.00	Each	18.33	18.33	\$27.21	\$498.82							
3.2		<b>Materials</b>								\$16.50	\$1,209.95	\$0.00	\$0.00	\$1,209.95	\$0.00	\$0.00	\$0.00	
4		<b>Sod</b>		4						\$5.68	\$749.18	\$285.45	\$0.00	\$463.73	\$0.00	\$0.00	\$0.00	
4.1		<b>Sod</b>								\$3.51	\$463.73	\$0.00	\$0.00	\$463.73	\$0.00	\$0.00	\$0.00	
1	MSF		Select Fill	73.33	0.00	73.33	CY			\$16.50	\$1,209.95							
1	MSOD		Sod	137.20	4.00	142.68	SY			\$3.25	\$463.73							
4.2		<b>Install</b>								\$2.16	\$285.45	\$285.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1	LSW02		Laborer	2.00		2.00	Each	13.20	13.20	\$21.63	\$285.45							
											<b>\$13,218.22</b>	<b>\$6,010.45</b>	<b>\$11,019.88</b>	<b>\$62.47</b>	<b>\$2,668.03</b>			
											<b>\$32,979.05</b>							



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

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**Agenda Date:** January 17, 2023

**Agenda Item:** XIII

**Subject/Proceeding:** Budget Amendment

**Exhibits:** Ordinance No. 23-597  
Fiscal Year 2023 Budget Amendment No. 1

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

**Executive Summary**

City Staff is submitting for City Council consideration and approval a budget amendment to the Fiscal Year 2023 Budget.

The City earmarked \$25,000 in the 2022 Capital Projects General Fund budget for the installation of new sidewalk along Memorial Drive. The project was not started in 2022 and no expenditures were expensed in the 2022 year; therefore, the budgeted funding will fall to the fund balance for 2022.

If Agenda Item XII is approved, staff recommends to amend the 2023 budget to include \$25,000 for the Memorial Drive Sidewalk Project.

Staff recommends approval of Ordinance No. 23-597 to reconcile these line items.

**ORDINANCE NO. 23-597**

**AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING AMENDMENT NO. 1 TO THE ORIGINAL BUDGET OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, FOR THE FISCAL YEAR 2023; 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 2023 was adopted within the time and in the manner required by State law; and

**WHEREAS**, the City Council finds and determines that the proposed change in the budget is necessary; and

**WHEREAS**, the City Council finds and determines that the proposed change 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 2023 is hereby amended by the adoption of “**Amendment No. 1 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2023,**” a copy of which is attached hereto. The “Amendment No.1 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2023” 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 17<sup>th</sup> day of January 2023.

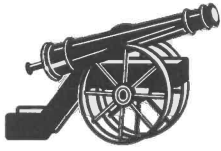
\_\_\_\_\_  
Robert P. Lord, Mayor

**ATTEST:**

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



CITY OF BUNKER HILL VILLAGE			AMENDMENT NO 1			
ADOPTED 2023 BUDGET						
CAPITAL PROJECTS GENERAL FUND						
Acct. # Description			2020 Actual	2023 Adopted	2023 No. 1 Amendment	Change
<b>CAPITAL PROJECTS GENERAL FUND</b>						
<b>EXPENDITURES</b>						
06	9184.05	SIDEWALK 11646 MEMORIAL DR		\$ -	\$ 25,000	\$ 25,000
06	3010	FUND BALANCE			\$ (25,000)	\$ (25,000)
<b>TOTAL CAPITAL PROJECTS GENERAL FUND EXP.</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## CITY OF BUNKER HILL VILLAGE

### CITY COUNCIL

#### Agenda Request

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<b>Agenda Date:</b>	January 17, 2023
<b>Agenda Item:</b>	XIV
<b>Subject/Proceeding:</b>	CONSIDERATION AND POSSIBLE ACTION REGARDING RESOLUTION NO. 01-17-2023 B OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING A GASB STATEMENT NO. 87 POLICY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE
<b>Exhibits:</b>	Resolution No. 01-17-2023 B
<b>Approval(s):</b>	Karen Glynn, City Administrator Susan Grass, Finance Director

#### Executive Summary

As will be required in the 2022 Annual Financial Report, Governmental Accounting Standards Board Statement 87 (GASB 87), *Leases*, requires the City to report lessee and lessor lease activity in the City's annual financial statement. GASB 87 requires the City report a right to use asset and related lease liability for any lessee lease positions the City maintains. Similarly, the City is required to report a lease receivable and related deferred inflow of resources for any lessor lease positions maintained by the city.

The City does not currently have a standard lease reporting policy and process in place.

Based on the inventory of leases in the City, the American Tower Cell Tower Lease Agreement may be considered a material lease to be reported.

Staff recommends Resolution No. 01-17-2023 B to improve the level of reporting on City's leasing activities and financial statements. The policy was mirrored after Spring Valley's Policy.

**RESOLUTION NUMBER 01-17-2023 B**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING A GASB STATEMENT NO. 87 POLICY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bunker Hill Village desires to have a written policy outlining the policy and processes for GASB Statement No. 87, and the City does not currently have such a policy; and

**WHEREAS**, the City Council is of the opinion that the GASB Statement No. 87 Policy attached hereto as Exhibit "A" should be adopted.

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

**Section 1.** The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2.** The City Council of the City of Bunker Hill Village hereby adopts the GASB Statement No. 87 Policy attached hereto as Exhibit "A."

**Section 3.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 17 day of January 2023.

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

ATTEST:

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

EXHIBIT "A" TO  
RESOLUTION NO. 01-17-2023

**City of Bunker Hill Village**  
**City Policy: GASB Statement No. 87 - Leases**  
**Effective: 01/17/2023**

**Purpose**

GASB Statement No. 87, *Leases* (GASB 87), requires the City to report lessee and lessor lease activity in the City's annual financial statements. Under GASB 87, the City is required to report a right to use asset and related lease liability for any lessee lease positions the City maintains. Similarly, the City is required to report a lease receivable and related deferred inflow of resources for any lessor lease positions maintained by the city. To implement this principal and establish guidelines, the following policy has been adopted.

**Policy**

It is the policy of the City that lease activity will be reported in the City's financial statements and footnotes in accordance with the requirements outlined in GASB 87. All lease contracts new or existing entered-into by the City, both as a lessee and lessor, should be reported to the City's finance department 30 days before lease execution/renewal.

Lease Threshold - Intangible right-to-use lease assets (a capital asset category) associated with leases of the City should be capitalized according to the following threshold: \$10,000 or greater in future lease payments through the lease term. If the City is a lessee in a leasing arrangement, the intangible right-to-use lease asset should be capitalized if greater than or equal to the threshold above. Assets with remaining lease payments below the threshold should be expensed as payments are made. This threshold should only be applied once upon entering into a lease agreement as defined by GASB Statement 87.

**Definitions**

Lease - GASB 87 defines a lease as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction.

In considering the right to use another entity's nonfinancial asset, the City must consider whether both of the following are true:

- Does the City have the right to obtain the present service capacity from use of the underlying asset as specified in the contract?
- Does the City have the right to determine the nature and manner of use of the underlying asset as specified in the contract?

Lessor - In a contract, a lessor is the legal owner of an asset who provides the lessee the right to use or occupy the asset for a specified period in an exchange or exchange-like transaction.

Lessee - In a contract, the lessee is the party who receives the right to use an asset for a specified period and makes periodic payments to the lessor based upon the contract requirements.

Incremental Borrowing Rate - Interest rate the City would be offered should the City choose to borrow the funds required to make future lease payments for a term similar to the lease term.

### **Procedures**

Effective fiscal year 2023 (01/17/2023), leases greater than 12 months in duration (Lease Term) that meet the dollar thresholds (Lease Thresholds) within this policy will require the recognition of a lease asset and lease liability when City is the lessee, or a lease receivable and deferred inflow of resources when City is the lessor.

#### Lease term

The lease term includes a non-cancelable term plus:

- Periods covered by a lessee's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessee will exercise that option
- Periods covered by a lessee's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessee will not exercise that option
- Periods covered by a lessor's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessor will exercise that option
- Periods covered by a lessor's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessor will not exercise that option.

#### Short Term Leases

This policy does not apply to short-term leases which are defined as a lease that, at the commencement of the lease term, has a maximum possible term under the lease contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised.

#### Interest Rates

For purposes of calculating the present value of future lease payments (lessee) or lease revenues (lessor), the city utilizes the following discount rates in order of priority:

- Interest rate as stated in the contract
- The City's incremental borrowing rate, as determined by the Finance Department.
- It is highly recommended new lease agreements be negotiated in such a manner that an explicit interest rate is contained within the contract. This would require collaboration of the accounting, procurement and legal departments to ensure that contract terms meet financial reporting needs and include the most accurate measure of discounting for leasing arrangements (i.e., a stated interest rate) as establish per GASB 87 - Leases.



Excluded Leases

- **\$1 Leases** - GASB 87 Paragraph 4 states that this standard only applies to exchange or exchange-like transactions. When leases are entered into for de minimum amounts (\$1 per year) there is not an equal exchange of value given and received between the lessor and lessee. The value of the asset being leased (by the Lessee) should be of essentially equal as the lease payments received (by the Lessor).
- **Service Contracts** - Contracts for maintenance services or other types of "services" are not included. If a contract/lease agreement includes both a leased asset component and a service component AND the two components cannot easily be separated in the lease payment, then the service portion would have to be included because there would be no way to separate the two components. **For any future lease contracts and agreements, please ensure that these components are broken down in the wording of the contract for ease of GASB 87 determinations.**
- **Intangible Assets** - assets that lack physical substance. GASB 87 provides examples that include: rights to explore for or to exploit natural resources such as oil, gas, and minerals and similar non-regenerative resources; licensing contracts for items such as motion picture films, video recordings, plays, manuscripts, patents, and copyrights; licensing contracts for computer software. Other examples are franchises, goodwill, trademarks and trade names. (Paragraph 8a)
- **Biological Assets** - assets that are living. GASB 87 identifies timber, living plants and living animals. Other items would include vegetation/produce (crops) (Paragraph 8b)
- **Inventory**
- **Service Concession Arrangements** - Excluded because these are covered by GASB 60. Arrangements between a transferor (government) and an operator (governmental or nongovernmental entity) in which the transferor conveys to an operator the right and related obligation to provide services through the use of infrastructure in exchange for significant consideration and the operator collects and is compensated by fees from third parties. (Paragraph 8d)
- **Supply Contracts** - an agreement where the seller promises to supply all of the specified goods or services that a buyer needs over a certain time and at a fixed price and the buyer agrees to purchase such goods or services exclusively from the seller during that time. (Paragraph 8t)
- **Short-Term Leases** - Leases that will only last for 12 months or less. The contract for these leases does not include any options to renew that extend past the 12 months. (Paragraph 16)  
Note that short term leases are a maximum of 12 months in the term. A lease that conveys control for 3 months out year for 3 years would equate to a 9-month total term in the lease and be considered short term even though it extends across a 3-year period of time.

Embedded Leases

Contracts may include an embedded lease for a "right to use asset" which may or may not be explicitly identified in the contract. To the extent possible, "right to use assets" should be clearly identified in the contract. Embedded leases should be treated separately from the other contract requirements/deliverables with respect to this policy.

**City of Bunker Hill Village**  
**City Policy: GASB Statement No. 87 - Leases**  
**Effective: 01/17/2023**

Common contracts with embedded leases:

- Advertising agreements
- Service agreements
- Transportation agreements
- Construction agreements
- Related party charges

Lease Modifications & Terminations

Lease modifications and terminations will typically require a re-measuring of lease assets/liability for lessee, and lease receivable/deferred inflow of resources for lessor. If the modification results in the addition of a new right to use asset, as opposed to an addition to an existing asset, it should be treated as a new lease.

**Departments Responsibilities**

Departments must follow all City Purchasing, contract, and leases related policies before entering into a lease agreement with a vendor, including the following:

- Follow Department level controls in determining potential leases
- Complete GASB 87 Lessee and Lessor Checklist

To ensure that leases are properly reviewed under this policy, all departmental lease/rent requisitions must be done as a Purchasing and/or Ordinance origin requisition. Requisitions must be entered with an appropriate lease/rent item category and account codes. Requisitions for contracts that contain lease and non-lease components should contain separate requisitions lines for the lease and non-lease components.

Departments are responsible for notifying Purchasing, Finance, and City Administration of the following:

- New lease arrangements.
- Lease modifications and terminations.
- Change in assumptions such as likelihood of exercising lease renewals or termination options.
- Complete annual lease survey

City Administration, Purchasing and Finance Departments:

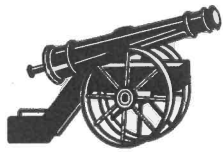
With the assistance as needed from the City Attorney, the City Administrator will oversee lease contracts in accordance with applicable policies, rules and regulations. To the extent possible, lease agreements will be negotiated and crafted to help ensure compliance with reporting requirements in this policy. Additional documentation, such as likelihood of exercise of lease option, should be maintained as support for lease treatment.

**City of Bunker Hill Village**  
**City Policy: GASB Statement No. 87 - Leases**  
**Effective: 01/17/2023**

All leases meeting the reporting requirements will be tracked with a unique lease contract number (provided by the Finance Department). For leases paid through a Requisition/PO, the lease contract number must be entered on both the requisition and PO.

**Finance Department**

The Finance Department is responsible for reviewing applicable lease agreements and determining and recording appropriate accounting entries. Based on lease terms and additional information provided by departments and legal, calculations will be made to determine whether the lease meets the lease threshold. All leases will be tracked and appropriate adjustments will be made for modifications and changes in assumptions.



## CITY OF BUNKER HILL VILLAGE

### CITY COUNCIL

#### Agenda Request

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<b>Agenda Date:</b>	January 17, 2023
<b>Agenda Item:</b>	XV & XVI
<b>Subject/Proceeding:</b>	City Council Meeting Times and 2023 Holiday Calendar
<b>Exhibits:</b>	2023 Holiday, Meeting and Events Calendar Ordinance No. 23-595
<b>Approval:</b>	Karen Glynn, City Administrator
<b>Budget:</b>	N/A

#### Executive Summary

At the November 2022 meeting, Council discussed the Calendar for 2023 outlining the Holiday and Meeting Schedule. The Council concurred with the recommendation as shown on the attachment and asked the City Administrator to discuss the Christmas holidays with staff to ensure December 25 and December 26 were the best days to take these holidays. In addition, the Council discussed changing the meeting time from 5:30 to 5:00. The following is recommended for Council approval:

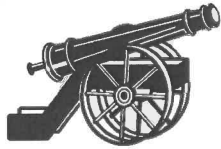
#### *Holiday and Meeting Schedule*

Staff recommends approval of the proposed calendar for meetings, holidays and noted events. Staff appreciated the input and would like to include December 25 and 26 as the Christmas Holidays.

#### *City Council Meeting Time*

Council recommended changing the meeting times for City Council Meetings from 5:30 p.m. to 5:00 p.m. In November 2019, the City Council changed the meeting times for City Council Meetings from 5:00 p.m. to 5:30 p.m. This change was made in response to comments received during the May 2019 Election Season to provide the opportunity for residents to participate and attend the monthly City Council Meetings. It was recommended to go back to the 5:00 time as the Council has not seen more attendance with the time change and meetings have been more lengthy with the business of the City extending further into the evening. Zoom has also become available for all meeting providing a means of attending remotely.

The time for City Council Meetings is defined by Ordinance. If the Council wishes to change the meeting times for City Council Meetings from 5:30 p.m. to 5:00 p.m., it is recommended that the Ordinance be amended to reflect this change.



## CITY OF BUNKER HILL VILLAGE 2023 Holiday and Meeting Schedule

### Recommended Holiday Schedule

Friday, April 7, 2023	Good Friday
Monday, May 29, 2023	Memorial Day
Tuesday, July 4, 2023	Independence Day
Monday, September 4, 2023	Labor Day
Thursday - Friday, November 23 & 24, 2023	Thanksgiving
Monday - Tuesday, December 25 & 26, 2023	Christmas Eve and Day ( <i>Christmas Day is Monday</i> )
Monday, January 1, 2024	New Year's Day

A Floating Holiday is observed by each employee for their birthday

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### 2023 Events

City Hall Closed <i>End of the year administration, filing and clean up</i>	Thursday & Friday, February 2-3, 2023
Villages Independence Day Celebration	Tuesday, July 4, 2023
Annual Holiday Party	Tuesday, December 12, 2023
Twinkle Light Parade	Thursday, December 14, 2023 <i>Reflects SBISD Academic Calendar</i>

## Possible Events and Dates to be Determined:

Annual State of the City Presentation – *Proposing April City Council Meeting*

### Budget Meetings

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#### 2023 City Council Meetings

*(3<sup>rd</sup> Tuesday of every month at 5:30 p.m.)*

- ✓ Tuesday, January 17, 2023
  - ✓ Tuesday, February 21, 2023
  - ✓ Tuesday, March 21, 2023      *SBISD Spring Break is March 13 – 17, 2023*
  
  - ✓ Tuesday, April 18, 2023
  - ✓ Tuesday, May 16, 2023
  - ✓ Tuesday, June 20, 2023
  
  - Tuesday, July 18, 2023**      *Recommend Cancelling July Meeting  
Typically Cancel One Summer Meeting*
  - ✓ Tuesday, August 15, 2023
  - ✓ Tuesday, September 19, 2023
  - ✓ Tuesday, October 17, 2023
  - ✓ **Tuesday, November 14, 2023**      *Moved to accommodate Thanksgiving Holiday*
  
  - Tuesday, December 19, 2023**      *Typically Cancel December Meeting*
- 

***Recommended Change to the 2023 Meeting Calendar***

**ORDINANCE NO. 23-595**

AN ORDINANCE AMENDING SECTION 2-29 OF THE CODE OF ORDINANCES OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, PROVIDING THAT THE CITY COUNCIL SHALL MEET IN REGULAR SESSION AT **5:00 P.M.** ON THE THIRD TUESDAY OF EACH MONTH.

\* \* \* \* \*

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

Section 1. Section 2-29 of the Code of Ordinances of the City of Bunker Hill Village, Texas, is hereby amended to read as follows:

Sec. 2-29. Day, time of council meetings.

"The City Council shall meet in regular session at **5:00 p.m.** on the third Tuesday of each month."

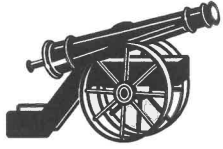
PASSED, APPROVED, AND ADOPTED this 17th day of January, 2023.

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

ATTEST:

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





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

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**Agenda Date:** January 17, 2023  
**Agenda Item:** XVII  
**Subject/Proceeding:** Designation of the City's Official Newspaper  
**Exhibits:** Ordinance No. 23-596  
**Approval(s):** Karen Glynn, City Administrator

**Executive Summary**

State Law requires that Cities shall designate an official newspaper for all official publications for the year. The City of Bunker Hill Village has utilized the Houston Community Newspaper as the official newspaper of the City in years past and staff is recommending, the City continues with this publication.

Staff recommends approval of the Ordinance No. 23-596 amending the City's current ordinance and designating the Houston Community Newspaper as the City's official newspaper.

The contract with the Houston Community Newspaper is placed on the consent agenda. This contract provides for set costs for the year. Costs remain the same as in 2022.

**ORDINANCE NO. 23-596**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, BY DELETING ALL OF SECTION 2-4, OFFICIAL NEWSPAPER, OF ARTICLE I, IN GENERAL, OF CHAPTER 2, ADMINISTRATION, AND ADDING A NEW SECTION 2-4, OFFICIAL NEWSPAPER, OF ARTICLE I, IN GENERAL, OF CHAPTER 2, ADMINISTRATION, SAID SECTION DESIGNATING THE MEMORIAL EXAMINER (HOUSTON COMMUNITY NEWSPAPER) AS THE OFFICIAL NEWSPAPER OF THE CITY; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT**

\* \* \* \* \*

WHEREAS, Section 52.004 of the Texas Local Government Code requires that the City Council of the City of Bunker Hill Village, Texas designate an Official Newspaper for the publication of legal notices; and

WHEREAS, the City Council finds it to be in the best interest of the citizens to designate the Memorial Examiner, a Houston Community Newspaper, as the City's Official Newspaper; 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 are hereby found to be true and correct.

**Section 2.** The Code of Ordinances of the City of Bunker Hill Village, Texas, is hereby amended by deleting all of Section 2-4, Official Newspaper, of Article I, In General, of Chapter 2, Administration, a new Section 2-4 to read as follows:

The Memorial Examiner (Houston Community Newspaper (HCN)) a newspaper in general circulation in the City of Bunker Hill Village, and a newspaper qualified, able, and willing to publish legal notices and advertisements, is hereby and hereon selected and designated as the "Official Newspaper of the City of Bunker Hill Village."

The right to terminate this designation is hereby and hereon reserved by the Council of the City of Bunker Hill Village, Texas, and said city council has the right to terminate one (1) newspaper and designate another at any time.

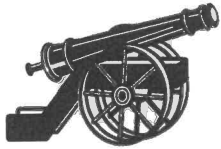
**Section 3.** All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

**PASSED, APPROVED AND ORDAINED** on this 17th day of January, 2023.

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

ATTEST:

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



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

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**Agenda Date:** January 17, 2023

**Agenda Item:** XVIII

**Subject/Proceeding:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENTS THAT EXCEED \$150,000.00

**Exhibits:** MetroCity, LLC Pay Estimate No. 9  
Underground Construction Solutions, LLC Monthly Estimate No. 2

**Approval(s):** Karen Glynn, City Administrator

**Executive Summary**

Large expenditures, over \$150,000.00 are considered for action on the regular agenda versus the consent agenda. The City has received two invoices this month that meet this consideration:

- A. MetroCity, LLC Pay Estimate No. 9 in the amount of \$162,928.85 for Chapel Belle and Tamerlaine Reconstruction work completed October 2022.
- B. Underground Construction Solutions, LLC Monthly Estimate No. 2 in the amount of \$147,226.50 for Water Well No. 5 Transmission Line Water Plant work performed August 4, 2022 through September 19, 2022.

Underground Construction Solutions, LLC Monthly Estimate No. 2 is considered under this item because it is approximately \$150,000.00 when rounded up.

# APPLICATION FOR PAYMENT

METROCITY LLC

Owner: City of Bunker Hill

Project: Chapel Belle Ln & Tamerlane Dr

Project # 312

Contract Date	2/14/22	Estimate #	9
Contract Time	200	Beg Period	10/1/22
Org. Completion Date	9/2/22	End Period	10/30/22
Additional Days	30	%Time Completed	112%
Completion Date	10/2/22	%Work Completed	97%

## ANALYSIS OF CONTRACT AMOUNT

1. Original Contract Amount	\$ 996,395.00
2. Net change by Change Order	\$ 110,392.83
3. Revised Contract Amount	\$ 1,106,787.83
4. Total Completed and Stored Today	\$ 1,078,944.97
5. Retainage:	
a: 10% of Completed Work	\$ -
b: 10% of Stored Material	\$ -
6. Net Amount Earned to Date: (Line 4 less 5 total)	\$ 1,078,944.97
7. Less Previous Payments	\$ 916,016.12
8. Amount Due this Estimate	\$ 162,928.85
9. Balance to Finish, Include Retainage (Line 3 less Line 6)	\$ 27,842.86

## CHANGE ORDER SUMMARY

1 Barrier Wall at Taylorcrest and Bunker Hill	20,512.17
2 RCP and Precast Structure Adjustments	(5,176.61)
4 Storm Manhole 6" Stantary Line	14,573.95
5 Eaton Court	26,621.35
6 Briar Forest Sidewalk	20,057.44
7 Modify Existing Driveway	3,699.54
8 Cement Stabilized Subgrade	6,535.00
9 Extra Sidewalk	1,906.30
10 Additional Quantities on Tamerlane	21,663.69
<b>Total Amount of Change Orders</b>	<b>110,392.83</b>

MetroCity, LLC certifies that to the best of its knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for

BY:  DATE: 11/7/22  
 Tony Rodriguez, President

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Owner/Owner's representative agrees to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of

BY:  DATE: 11/8/22  
 Ed. Lloyd/PE - Construction Manager

BY:  DATE: 11/8/22  
 Mike McClung, PE - Engineer

BY:  DATE: 11/15/22

Item	Description	UNIT	QTY	UNIT Price	Contract Price	WORK COMPLETED				Total to Date	% Finish	Balance to Finish
						PREVIOUS QTY	PREVIOUS AMOUNT	QTY THIS PERIOD	THIS PERIOD			
1	General Requirements	LS	1	\$ 42,539.00	\$ 42,539.00	1.00	\$ 42,539.00		\$ -	100%	\$ -	
2	Traffic Control Devices	MTH	8	\$ 1,936.00	\$ 15,488.00	8.00	\$ 15,488.00		\$ -	100%	\$ -	
3	Utility/Coordination	LS	1	\$ 10,750.00	\$ 10,750.00	8.00	\$ 10,750.00		\$ -	100%	\$ -	
4	Inlet Protection Barrier	EA	20	\$ 133.00	\$ 2,660.00	20.00	\$ 2,660.00		\$ -	100%	\$ -	
5	Site Restoration	LS	1	\$ 28,000.00	\$ 28,000.00	1.00	\$ 28,000.00		\$ -	100%	\$ -	
6	Tree Protection, Pruning and Removal	LS	1	\$ 34,000.00	\$ 34,000.00	1.00	\$ 34,000.00		\$ -	100%	\$ -	
7	Remove & Dispose Existing - Driveway	SY	309	\$ 17.00	\$ 5,253.00	309.00	\$ 5,253.00		\$ -	100%	\$ -	
8	Remove and Dispose Existing - Sidewalk	SY	70	\$ 21.00	\$ 1,470.00	70.00	\$ 1,470.00		\$ -	100%	\$ -	
9	Remove & Dispose Existing - Curb	LF	1,731	\$ 2.00	\$ 3,462.00	1,731.00	\$ 3,462.00		\$ -	100%	\$ -	
10	Remove & Replace Existing - Mailbox	EA	19	\$ 89.00	\$ 1,691.00	19.00	\$ 1,691.00		\$ -	100%	\$ -	
11	Remove & Replace Existing - TC Signs & Posts	EA	1	\$ 208.00	\$ 208.00	-	\$ -		\$ -	100%	\$ 208.00	
12	Remove & Replace Existing - Fire Hydrant	EA	1	\$ 311.00	\$ 311.00	1.00	\$ 311.00		\$ -	100%	\$ -	
13	Remove and Salvage Existing - Bricks	LF	269	\$ 8.00	\$ 2,152.00	269.00	\$ 2,152.00		\$ -	100%	\$ -	
14	Remove & Dispose Existing - Pavement	SY	3,050	\$ 9.00	\$ 27,450.00	3,050.00	\$ 27,450.00		\$ -	100%	\$ -	
15	Remove & Dispose Existing Asphalt Pavement	SY	800	\$ 7.00	\$ 5,600.00	800.00	\$ 5,600.00		\$ -	100%	\$ -	
16	6" Concrete Paving	SY	3,741	\$ 78.00	\$ 291,798.00	3,741.00	\$ 291,798.00		\$ -	100%	\$ -	
17	6" Lime Stabilization	SY	4,257	\$ 5.00	\$ 21,285.00	4,257.00	\$ 21,284.98		\$ 21,284.98	100%	\$ 0.02	
18	Lime 6%	TN	64	\$ 250.00	\$ 16,000.00	64.00	\$ 16,000.00		\$ -	100%	\$ -	
19	Concrete Sidewalk	SY	28	\$ 89.00	\$ 2,492.00	28.00	\$ 2,492.00		\$ -	100%	\$ -	
20	Brick Sidewalk	SY	4	\$ 190.00	\$ 760.00	4.00	\$ 760.00		\$ -	100%	\$ -	
21	Special Sidewalk	SY	6	\$ 128.00	\$ 768.00	6.00	\$ 768.00		\$ -	100%	\$ -	
22	Concrete Driveway 6" High Early	SY	181	\$ 103.00	\$ 18,643.00	181.00	\$ 18,643.00		\$ -	100%	\$ -	
23	Brick Driveways	SY	42	\$ 187.00	\$ 7,854.00	42.00	\$ 7,854.00		\$ -	100%	\$ -	
24	Pebble Driveways	SY	27	\$ 208.00	\$ 5,616.00	10.00	\$ 2,080.00		\$ 2,080.00	37%	\$ 3,536.00	
25	Special Driveways	SY	59	\$ 110.00	\$ 6,490.00	59.00	\$ 6,490.00		\$ -	100%	\$ -	
26	6" Concrete Curb	LF	2,030	\$ 9.00	\$ 18,270.00	2,030.00	\$ 18,270.00		\$ -	100%	\$ -	
27	Sodding	SY	2,472	\$ 11.00	\$ 27,192.00	2,472.00	\$ 27,192.00		\$ -	100%	\$ -	
28	Remove & Dispose Existing - Storm Inlet	EA	2	\$ 1,450.00	\$ 2,900.00	2.00	\$ 2,900.00		\$ -	100%	\$ -	
29	Remove & Dispose Existing - Storm Manholes	EA	2	\$ 1,450.00	\$ 2,900.00	2.00	\$ 2,900.00		\$ -	100%	\$ -	
30	Remove & Replace Existing - Yard Drains	EA	18	\$ 500.00	\$ 9,000.00	18.00	\$ 9,000.00		\$ -	100%	\$ -	
31	Remove & Dispose Existing - Storm Sewer	LF	197	\$ 30.00	\$ 5,910.00	197.00	\$ 5,910.00		\$ -	100%	\$ -	
32	Cut Plug & Abandon 18" RCP	EA	1	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00		\$ -	100%	\$ -	
33	24" RCP	LF	650	\$ 102.00	\$ 66,300.00	650.00	\$ 66,300.00		\$ -	100%	\$ -	
34	30" RCP	LF	886	\$ 131.00	\$ 116,066.00	886.00	\$ 116,066.00		\$ -	100%	\$ -	
35	36" RCP	LF	23	\$ 155.00	\$ 3,565.00	23.00	\$ 3,565.00		\$ -	100%	\$ -	
36	Type BB Inlet w/Grate	EA	12	\$ 2,190.00	\$ 26,280.00	12.00	\$ 26,280.00		\$ -	100%	\$ -	
37	Ata Inlet	EA	1	\$ 1,237.00	\$ 1,237.00	1.00	\$ 1,237.00		\$ -	100%	\$ -	
38	60" Type C Manhole	EA	1	\$ 9,495.00	\$ 9,495.00	1.00	\$ 9,495.00		\$ -	100%	\$ -	
39	72" Inlet Type C Manhole	EA	1	\$ 10,231.00	\$ 10,231.00	1.00	\$ 10,231.00		\$ -	100%	\$ -	
40	Connect Existing Storm Sewer to Propose Storm Struct	EA	2	\$ 1,438.00	\$ 2,876.00	2.00	\$ 2,876.00		\$ -	100%	\$ -	
41	Trench Safety System	LF	1,559	\$ 6.00	\$ 9,354.00	1,559.00	\$ 9,354.00		\$ -	100%	\$ -	
42	Adjust/Relocate Existing Water Service Line	EA	11	\$ 522.00	\$ 5,742.00	11.00	\$ 5,742.00		\$ -	100%	\$ -	
43	Temporary Driveways	EA	23	\$ 1,047.00	\$ 24,081.00	23.00	\$ 24,081.00		\$ -	100%	\$ -	
<b>BASE BID</b>					\$ 895,939.00	0.50	\$ 892,194.98		\$ 892,194.98	100%	\$ 3,744.02	
1	General Requirements	LS	1	\$ 4,500.00	\$ 4,500.00	0.50	\$ 2,250.00		\$ 2,250.00	100%	\$ -	

Item	Description	UNIT	QTY	UNIT PRICE	Contract Price	WORK COMPLETED				Total to Date	% Finish	Balance to Finish
						PREVIOUS QTY	PREVIOUS AMOUNT	QTY THIS PERIOD	THIS PERIOD			
2	Traffic Control Devices	MTH	1	\$ 1,936.00	\$ 1,936.00	1.00	\$ 1,936.00	\$ -	\$ 1,936.00	100%	\$ -	
3	Inlet Protection Barrier	EA	4	\$ 133.00	\$ 532.00	4.00	\$ 532.00	\$ -	\$ 532.00	100%	\$ -	
4	Site Restoration	LS	1	\$ 7,000.00	\$ 7,000.00	-	\$ -	\$ 7,000.00	\$ 7,000.00	100%	\$ -	
5	Tree Protection, Pruning and Removal	LS	1	\$ 8,500.00	\$ 8,500.00	1.00	\$ 8,500.00	\$ -	\$ 8,500.00	100%	\$ -	
6	Remove & Dispose Existing - Driveway	SY	25	\$ 17.00	\$ 425.00	-	\$ -	\$ 425.00	\$ 425.00	100%	\$ -	
7	Remove & Dispose Existing - Sidewalks	SY	10	\$ 78.00	\$ 780.00	-	\$ -	\$ 780.00	\$ 780.00	100%	\$ -	
8	Remove & Dispose Existing - Curb	LF	221	\$ 35.00	\$ 7,735.00	99.00	\$ 3,465.00	\$ 4,270.00	\$ 7,735.00	100%	\$ -	
9	Remove & Dispose Existing - Pavement	SY	507	\$ 9.00	\$ 4,563.00	341.00	\$ 3,069.00	\$ 1,494.00	\$ 4,563.00	100%	\$ -	
10	6" Concrete Paving	SY	507	\$ 78.00	\$ 39,546.00	329.00	\$ 25,662.00	\$ 13,884.00	\$ 39,546.00	100%	\$ -	
11	6" Cement Stabilization	SY	507	\$ 35.00	\$ 17,745.00	329.00	\$ 11,515.00	\$ 6,230.00	\$ 17,745.00	100%	\$ -	
12	Pebble Driveways	SY	10	\$ 208.00	\$ 2,080.00	-	\$ -	\$ 2,080.00	\$ 2,080.00	100%	\$ -	
13	Concrete Driveway 6" High Early	SY	25	\$ 103.00	\$ 2,575.00	-	\$ -	\$ 1,989.00	\$ 1,989.00	100%	\$ -	
14	6" Concrete Curb	LF	221	\$ 9.00	\$ 1,989.00	-	\$ -	\$ 550.00	\$ 550.00	100%	\$ -	
15	Sodding	SY	50	\$ 11.00	\$ 550.00	-	\$ -	\$ 50.00	\$ 50.00	100%	\$ -	
<b>ADD ALTERNATE 1 - Tamarlane Lane</b>												
<b>TOTAL ORIGINAL CONTRACT</b>												
1	Concrete Barrier Wall at Taylor Crest	LS	1	\$ 20,512.17	\$ 20,512.17	1.00	\$ 20,512.17	\$ -	\$ 20,512.17	100%	\$ -	
<b>TOTAL CHANGE ORDER 1</b>												
1	Precast Inlet	LS	1	\$ 4,494.39	\$ 4,494.39	1.00	\$ 4,494.39	\$ -	\$ 4,494.39	100%	\$ -	
2	Precast Storm (Item 36)	EA	1	\$ (2,190.00)	\$ (2,190.00)	1.00	\$ (2,190.00)	\$ -	\$ (2,190.00)	100%	\$ -	
3	36" RCP (Item 35)	LF	161	\$ 155.00	\$ 24,955.00	161.00	\$ 24,955.00	\$ -	\$ 24,955.00	100%	\$ -	
4	24" RCP (Item 36)	LF	318	\$ (102.00)	\$ (32,436.00)	318.00	\$ (32,436.00)	\$ -	\$ (32,436.00)	100%	\$ -	
<b>TOTAL CHANGE ORDER 2</b>												
1	Additional Storm Manhole	EA	1	\$ 4,360.67	\$ 4,360.67	1.00	\$ 4,360.67	\$ -	\$ 4,360.67	100%	\$ -	
2	6" Sanitary Sewer Line	LS	1	\$ 10,213.28	\$ 10,213.28	1.00	\$ 10,213.28	\$ -	\$ 10,213.28	100%	\$ -	
<b>TOTAL CHANGE ORDER 4</b>												
1	12" HDPE Pipe at Eaton Court	LS	1	\$ 26,621.35	\$ 26,621.35	1.00	\$ 26,621.35	\$ -	\$ 26,621.35	100%	\$ -	
<b>TOTAL CHANGE ORDER 5</b>												
1	Briarforest Sidewalk 300lf	LS	1	\$ 20,057.44	\$ 20,057.44	-	\$ -	\$ -	\$ 20,057.44	0%	\$ 20,057.44	
<b>TOTAL CHANGE ORDER 6</b>												
1	Modify Driveway	LS	1	\$ 3,699.54	\$ 3,699.54	1.00	\$ 3,699.54	\$ -	\$ 3,699.54	100%	\$ -	
<b>TOTAL CHANGE ORDER 7</b>												
1	Cement Stabilized Subgrade	LS	1	\$ 6,535.00	\$ 6,535.00	1.00	\$ 6,535.00	\$ -	\$ 6,535.00	100%	\$ -	
<b>TOTAL CHANGE ORDER 8</b>												
1	Remove Existing Sidewalk	SY	17.33	\$ 21.00	\$ 363.93	-	\$ -	\$ -	\$ 363.93	100%	\$ -	
2	Additional Sidewalk	SY	17.33	\$ 89.00	\$ 1,542.37	-	\$ -	\$ -	\$ 1,542.37	100%	\$ -	
<b>TOTAL CHANGE ORDER 9</b>												
1	Remove & Dispose Existing - Driveway	SY	15.55	\$ 17.00	\$ 264.35	-	\$ -	\$ -	\$ 264.35	100%	\$ -	
2	Remove Existing Curb	LF	79	\$ 2.00	\$ 158.00	-	\$ -	\$ -	\$ 158.00	100%	\$ -	
3	Remove Existing Pavement	SY	141.77	\$ 9.00	\$ 1,275.93	-	\$ -	\$ -	\$ 1,275.93	100%	\$ -	
4	6" Concrete Paving	SY	141.77	\$ 78.00	\$ 11,058.06	-	\$ -	\$ -	\$ 11,058.06	100%	\$ -	



Item	Description	UNIT	QTY	UNIT Price	Contract Price	WORK COMPLETED				Total to Date	% Finish	Balance to Finish
						PREVIOUS QTY	PREVIOUS AMOUNT	QTY THIS PERIOD	THIS PERIOD			
5	6" Cement Stabilization	SY	141.77	35.00	\$ 4,961.95		\$ -	141.77	\$ 4,961.95	\$ 4,961.95	100%	\$ -
6	6" Concrete Curb	LF	79	9.00	\$ 711.00		\$ -	79.00	\$ 711.00	\$ 711.00	100%	\$ -
7	Pebble Driveways	SY	15.55	208.00	\$ 3,234.40		\$ -	8.50	\$ 1,768.00	\$ 1,768.00	55%	\$ 1,466.40
<b>TOTAL CHANGE ORDER 10</b>					\$ 21,663.69		\$ -		\$ 20,197.29	\$ 20,197.29		\$ 1,466.40
<b>TOTAL CHANGE ORDERS</b>					\$ 110,392.83		\$ 68,671.70		\$ 20,197.29	\$ 88,868.99		\$ 21,523.84
<b>CURRENT CONTRACT AMOUNT</b>					\$ 1,106,787.83		\$ 1,017,795.68		\$ 61,149.29	\$ 1,078,944.97	97%	\$ 27,842.86

<b>Installed This Period</b>	\$ 61,149.29
<b>Retainage this Period</b>	\$ 6,114.93
Total Amt of Contract with Add'l Items	\$ 1,106,787.83
Total Installed to Date	\$ 1,078,944.97
Less Retainage 10%	\$ -
Total Amount Less Retainage	\$ 1,078,944.97
Invoiced to Date	\$ 916,016.12
<b>Total Payment Due this Estimate</b>	\$ 162,928.85

**AFFIDAVIT OF BILLS PAID**

THE STATE OF TEXAS  
COUNTY OF Brazoria

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Rodriguez. Party to that certain Contract entered on the 2nd day of February 2022, between City of Bunker Hill Village (Owner) and MetroCity, LLC (Contractor) for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

Paving and Drainage Improvements for Chapel Bell and Tamerlaine Drive

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications, therefore.

Deponent further states he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Owner, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify, defend, and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above-described premises.

(Contractor)  
  
By: Anthony Ray Rodriguez President

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Ray Rodriguez known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 7<sup>th</sup> day of November 2022

MY COMMISSION EXPIRES:

  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



Partial WAIVER AND RELEASE

THE STATE OF TEXAS  
COUNTY OF Brazoria

The undersigned contracted with Meltricity, LLC to furnish Labor, Materials, and incidental items in connection with certain improvements to real property located in Harris County, Texas, and owned by which improvements are described as follows:

Owner: City of Bunker Hill Village  
Job Name: Chapel Belle Lane and Tamarlane Drive  
Job Number: 8089

In consideration of Pay Estimate No. 9 in the amount of One Hundred Sixty-Two Thousand Nine Hundred and Twenty-Eight Dollars and Eight-Five Cents (\$162,928.85) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or material furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid (with the exception of the attached invoice) and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements therein, Undersigned will obtain a settlement of such lien or liens a proper release thereof shall be obtained.

(Contractor)

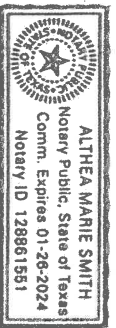
By:  President

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Ray Rodriguez known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 7<sup>th</sup> day of November 2022

MY COMMISSION EXPIRES:

  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



**CONSENT OF SURETY TO REDUCTION IN  
OR PARTIAL RELEASE OF RETAINAGE**  
Conforms with the American Institute of  
Architects, AIA Document G707

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

Bond No. HSHNSU0816609

TO OWNER:  
(Name, address)  
City of Bunker Hill Village  
11977 Memorial Drive  
Houston, Texas 77024

ARCHITECT'S PROJECT NO:  
CONTRACT FOR:  
CONTRACT DATED:

PROJECT:  
(Name, address)  
Paving and Drainage Improvements for Chapel Belle Lane and  
Tamerlane Drive, RPS Project No. 008089

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)  
Harco National Insurance Company  
702 Oberlin Road  
Raleigh, North Carolina 27605

, SURETY.

on bond of  
(Insert name and address of Contractor)  
MetroCity, LLC  
17410 County Road 127  
Pearland, Texas 77581

, CONTRACTOR.

hereby approves the reduction in or partial release of retainage to the Contractor as follows: Reduction in retainage to Zero Percent.

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to  
(Insert name and address of Owner)

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

as set forth in the said Surety's bond.  
IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 4, 2022



Derick Harrison, Account Manager

Attest:  
(Seal)

Harco National Insurance Company  
(Surety)

  
(Signature of Authorized Representative)

Kelly J. Brooks, Attorney-in-Fact  
(Printed name and title)

FRP

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
 Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS**, That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**KELLY J. BROOKS, KENNETH L. MEYER**

Cypress, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instruments in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the following resolution adopted by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018 and by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal, thereon, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature or related thereto, such signature and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
 County of Essex

*Kenneth L. Meyer*  
 Kenneth L. Meyer  
 Executive Vice President, Harco National Insurance Company  
 and International Fidelity Insurance Company



STATE OF ILLINOIS  
 County of Cook

*Kenneth L. Meyer*  
 Kenneth L. Meyer  
 Executive Vice President, Harco National Insurance Company  
 and International Fidelity Insurance Company

On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



*Shirlee A. Outley*  
 Shirlee A. Outley, a Notary Public of New Jersey  
 My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, *November 4, 2022*

*Irene Martins*  
 Irene Martins, Assistant Secretary

**IMPORTANT NOTICE**

**AVISO IMPORTANTE**

To obtain information or make a complaint:

Para obtener información o para presentar una queja:

You may contact your Harco National Insurance Company at:

Usted puede comunicarse con su Harco National Insurance Company at:

1-800-333-4167

1-800-333-4167

You may also write to: Harco National Insurance Company c/o IFIC Surety Group at:

Usted también puede escribir a Harco National Insurance Company c/o IFIC Surety Group at:

Attn: Claims Department  
One Newark Center, 20<sup>th</sup> Floor  
Newark, NJ 07102

Attn: Claims Department  
One Newark Center, 20<sup>th</sup> Floor  
Newark, NJ 07102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas at:

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance:

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.idli.texas.gov](http://www.idli.texas.gov)  
E-mail: [ConsumerProtection@idli.texas.gov](mailto:ConsumerProtection@idli.texas.gov)

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.idli.texas.gov](http://www.idli.texas.gov)  
E-mail: [ConsumerProtection@idli.texas.gov](mailto:ConsumerProtection@idli.texas.gov)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**  
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compañía primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**ATTACH THIS NOTICE TO YOUR BOND:**

This notice is for information only and does not become a part or condition of the attached document.

**UNA ESTE AVISO A SU FIANZA DE GARANTIA:**  
Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.



**Invoice Total \$4,364.75**

August 11, 2022  
 Project No: 02683-0006-00  
 Invoice No: 00345532

Jacob Floyd  
 Langford Engineering, Inc.  
 1080 West Sam Houston Pkwy., North, Suite 200  
 Houston, TX 77043

**PLEASE NOTE OUR REMIT INFO**

<b>REMIT ADDRESS:</b>	<b>ACH INFORMATION:</b>
Quiddity Engineering, LLC	Trust Bank
P.O. Box 95562	Account #: 1440017655101
Grapevine, TX 76099-9708	Routing #: 111017694

Please send remittance advice to:  
 AccountsReceivable@Quiddity.com  
**Payment Terms: Due upon Receipt**

Project 02683-0006-00 Chatam Lane Water Line Easement  
 Services include topographic survey and a Waterline Easement, including a Metes and Bounds and An Exhibit.

**Professional Services from July 2, 2022 to July 29, 2022**

Task	500	Topo		
Total Fee		1,875.00		
Percent Complete	100.00	Total Earned	1,875.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	1,875.00	
		<b>Total Fee</b>		<b>1,875.00</b>

Task	550	Water Line Easement		
Total Fee		2,300.00		
Percent Complete	100.00	Total Earned	2,300.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	2,300.00	
		<b>Total Fee</b>		<b>2,300.00</b>

**Taxes**

Sales Tax (8.25%)		189.75	
<b>Total Taxes</b>		<b>189.75</b>	<b>189.75</b>

**TOTAL THIS INVOICE \$4,364.75**

Vendor \_\_\_\_\_ Proj # 200-009-102  
 Inv # 00345532 Phase \_\_\_\_\_  
 Inv Date 8/11/2022 Activity \_\_\_\_\_  
 Amount 4,364.75 Acct # \_\_\_\_\_

**ENTERED**  
 8/18/2022

Approved  
 Tlx  
 JMF  
 8/18/22



Langford Engineering, Inc.  
1080 West Sam Houston Parkway North, Suite 200  
Houston, TX 77043

MONTHLY ESTIMATE NO. 2  
LEI Job No. 200-027, Contract No. 2

City of Bunker Hill Village

Water Well No. 5 Transmission Line - Water Plant Improvements

04-Aug-22

Thru

19-Sep-22

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

**Contractor:** Underground Construction Solutions, LLC  
5535 Memorial Drive, Suite #1212  
Houston, Texas 77007

<b>Contract Time:</b>	60 Calendar Days	<b>Extensions:</b>	180 Calendar Days
<b>Total Time:</b>	296 Calendar Days	<b>Time Used:</b>	296 Calendar Days
<b>Contract Dated:</b>	21-Jun-2022		
<b>Work Order Dated:</b>	25-Jul-22		
<b>Completion Date:</b>	23-Sep-2022 (Scheduled) 11-Oct-2022 (Actual)		
<b>Percent Time Used:</b>	100%		
<b>Percent Complete:</b>	100%		
<b>Current Contract:</b>	\$169,862.50		

Item No.	Description	Bid Qty	Unit Meas.	Work Prior Period	Work This Period	Qty To Date	Unit Price	Total Amount
1.	Mobilization, Not to Exceed 5% of Base Bid	1	L.S.	1	0	1	\$6,500.00	\$6,500.00
2.	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 OWNER, as per Plan and Specifications, Complete in Place	1	L.S.	0	1	1	\$90,000.00	\$90,000.00
3.	All Work, Materials, and Labor Associated with the Installation of 12" (C900 Certa-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 OWNER Complete in Place	120	L.F.	120	0	120	\$130.00	\$15,600.00
4.	1/4-Inch LAS Polyethylene Chemical Feed Line Including Fittings Injection Quill from LAS Chemical Building to Well Piping, Complete in Place	134	L.F.	0	134	134	\$25.00	\$3,350.00
5.	1-Inch Chemical Feed Lines for LAS and Chlorine, Schedule 80 PVC or HDPE, All Depths, Complete in Place	270	L.F.	0	270	270	\$25.00	\$6,750.00
6.	2-Inch PVC Schedule 80 Casing for LAS and Chlorine Feed Lines Under Existing Paving In Augured-Hole Construction, Complete in Place	84	L.F.	84	0	84	\$35.00	\$2,940.00
Total Amount Bid (Item Nos. 1 thru No. 6)								\$125,140.00
Supplemental Bid Items								
7.	Extra Cement-Stabilized Sand Back Fill, as Authorized by Engineer, Complete in Place	10	C.Y.	0	0	0	\$200.00	\$0.00
8.	Extra Bank-Sand Bedding and/or Backfill, as Authorized by Engineer, Complete in Place	10	C.Y.	0	0	0	\$100.00	\$0.00
9.	Extra Aggregate Bedding, as Authorized by Engineer, Complete in Place	5	C.Y.	0	0	0	\$50.00	\$0.00

10.	Extra Concrete Pavement, Including Stabilized Subgrade (6" Thickness), 6" Cement-Stabilized Base, Reinforcing Steel, Material, as Authorized by Engineer, Complete in Place	50 S.Y.	0	0	0	\$150.00	\$0.00
	Subtotal Amount Bid Supplemental Items (Item Nos. 7 thru No. 10)						\$0.00
	Change Order No. 1						
11.	Chatum Lane Waterline Extension Including Wet Connection, 320 L.F., 6-Inch Waterline, 2" Water Service, Removal of Existing 2" Blow-Off Valve and Box, Vacuuming as Necessary and Connection to Existing Waterline Along Chatum Lane	1 L.F.	0	1	1	\$23,600.00	\$23,600.00
	Change Order No. 2						
12.	Extension of time for 60 Additional Calendar Days	1 L.S.	0	1	1	\$0.00	\$0.00
	Change Order No. 3						
13.	Additional Work Performed at City Hall Water Plant for City Hall Expansion and at Taylorcrest Water Plant	1 L.S.	0	1	1	\$12,250.00	\$10,372.50

Summary of Work to Date

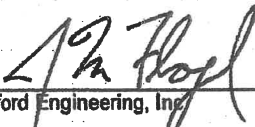
Work Performed to Date	\$169,862.50
Less 0% Retainage	\$0.00
Net Amount Earned to Date	\$169,862.50
Add: Materials Stored at Close of Period	\$0.00
Less 10% Retained on Hand	\$0.00
Subtotal Work Completed and Materials Stored	\$169,862.50
Less Previous Payments	\$22,636.00
<b>AMOUNT DUE THIS ESTIMATE</b>	<b>\$147,226.50</b>

Summary of Adjusted Contract

Original Contract Amount	\$135,890.00
Change Order No. 1	\$23,800.00
Change Order No. 2	\$0.00
Change Order No. 3 & FINAL	\$10,372.50
<b>CURRENT CONTRACT AMOUNT</b>	<b>\$169,862.50</b>

Note: There are no known disputes between the Contractor and Owner/Engineer Concerning the Quantities shown hereon

Recommended for Payment:

By:   
Langford Engineering, Inc.

Date: 11/02/2022

Accepted:

By:   
Underground Construction Solutions, LLC

Date: 11/2/22

Approved:

By: \_\_\_\_\_  
City of Bunker Hill Village

Date: \_\_\_\_\_

Distribution: City of Bunker Hill Village (1)  
Underground Construction Solutions, LLC (1)  
Langford Engineering, Inc. (1)



October 14, 2022

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

Mr. Juan Zamora  
Underground Construction Solutions, LLC  
5535 Memorial Drive, Suite 1212  
Houston, Texas 77007

Subject: Certificate of Completion, City of Bunker Hill  
Village, Water Well No. 5 Transmission Line – Water  
Plant Improvements  
LEI Job No. 200-027, Contract No. 2

Ladies and Gentlemen:

Pursuant to contractual requirements as set forth in "General Conditions of Agreement," the Engineers are required to issue a Certificate of Completion prior to, or simultaneously with, submitting an Estimate for final payment to a Contractor. Thus, this Certificate of Completion has been prepared to accompany the Final Estimate and related documents for the project identified as "Water Well No. 5 Transmission Line – Water Plant Improvements, LEI Job No. 200-027, Contract No. 2," which was constructed by Underground Construction Solutions, in accordance with a Contract executed between the OWNER and said Contractor on June 21, 2022.

Said facilities have been given a final inspection by representatives of the OWNER, the Contractor, and the Engineer. All deficiencies observed during the final inspection have been addressed.

To the best of our knowledge, the subject facilities have been completed in accordance with the Plans and Specifications. Therefore, in accordance with "General Conditions of Construction Contract," we hereby issue our Certificate of Completion.

Mr. Robert P. Lord, Mayor  
and City Council  
City of Bunker Hill Village  
Mr. Juan Zamora  
Underground Construction Solutions, LLC  
October 14, 2022  
Page 2

Your attention is directed to Paragraph 14, General Conditions of the Construction Contract, which sets forth the terms and conditions of the guarantee provided on workmanship and materials. This one-year guarantee period commences on the date of the Certificate of Acceptance, which is to be issued by the OWNER.

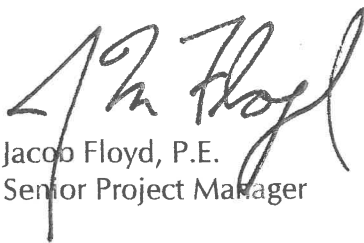
The cost of this project is summarized below:

Original Contract Amount	\$135,890.00
Change Order No. 1	\$ 23,600.00
Change Order No. 2	\$ 0.00
Change Order No. 3 & FINAL	<u>\$ 10,372.50</u>
Final Contract Amount	\$169,862.50

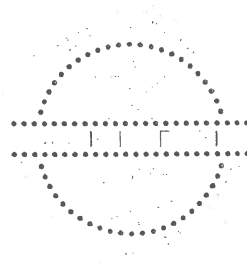
Thus, Underground Construction Solutions is entitled to a final payment of One Hundred Forty-Seven Thousand Two Hundred and Twenty Six Dollars and Fifty Cents (\$147,226.50). Which is the Original Work Performed to Date of One Hundred Sixty-Nine Thousand Eight Hundred Sixty Two Dollars and Fifty Cents (\$169,862.50) less previous payments of Twenty-Two Thousand Six Hundred Thirty-Six Dollars(\$22,636.00).

Sincerely,

LANGFORD ENGINEERING, INC.



Jacob Floyd, P.E.  
Senior Project Manager



cc: Loren Smith, Olsen & Olsen, L.P.

WW # 5 135,890 - \$10,750  
\$125,140  
Chatam \$46,600  
~~43,722~~  
46,600

# Underground Construction Solutions, LLC

5535 Memorial Dr. #1212

P: 361-510-9263

Email: jcc@UCSHouston.com

Houston, TX 77007

F/N/A


Website: UCSHouston.com

To: Bunker Hill Village  
11977 Memorial Dr.  
Houston, TX 77024

Phone:  
Fax:  
Email:

QT #:061222Av4  
Date: 10/06/2022

For: Manifold --BHV at Taylorcrest Plant

Item #	Description	Qty	Unit Price	Discount	Price	
1	Flanged Tee 12x12 Bolted-Installed	1	\$ 1,750.00		\$ 1,750.00	
2	12" Blind Flange-Bolted Installed	1	\$ 750.00		\$ 750.00	
3	12" GV-Bolted installed	1	\$ 4,500.00		\$ 4,500.00	
4	12" 90's-Bolted Installed	2	\$ 1,250.00		\$ 2,500.00	
5	Supports	2	\$ 450.00		\$ 900.00	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					Invoice Subtotal	\$ 10,400.00
						\$
						\$
					TOTAL	\$ 10,400.00

# Water Well No.5 Transmission Line-Water Plant Improvements

200-027 Contract #2

Underground Construction Solutions LLC  
5535 Memorial Dr. #1212  
Houston, TX 77007

Invoice/pay app No. 2-Final

11/2/2022

City of Bunker Hill Village  
11977 Memorial Dr.  
Houston, TX 77024

Item no.	Description	QTY	Units	Rate	Total Amount	Quantity this Estimate	Quantity to Date	Total to Date	% Complete
1	Mobilization, Not to Exceed 5% of Base Bid, Complete In Place	1	LS	\$ 6,500.00	\$ 6,500.00	0	1	\$ 6,500.00	100%
2	All Work, Materials, and Labor Associated with the Installation Proposed Water Plant Yard Piping, from Existing Equalization Line to Proposed 12" Water- line 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 OWNER, as per Plan and Specifications, Complete In Place	1	LS	\$ 90,000.00	\$ 90,000.00	1	1	\$ 90,000.00	100%
3	All Work, Materials, and Labor Associated with the Installation of 12" (C900 Certa-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 OWNER, Complete In Place	120	LF	\$ 130.00	\$ 15,600.00	0	120	\$ 15,600.00	100%
4	1/4-Inch LAS Polyethylene Chemical Feed Line Including Fittings Injection Quill from LAS Chemical Building to Well Piping, Complete In Place	134	LF	\$ 25.00	\$ 3,350.00	134	134	\$ 3,350.00	100%
5	1-Inch Chemical Feed Lines for LAS and Chlorine, Schedule 80 PVC or HDPE, All Depths, Complete In Place	270	LF	\$ 25.00	\$ 6,750.00	270	270	\$ 6,750.00	100%
6	2-Inch PVC Schedule 80 Casing for LAS and Chlorine Feed Lines Under Existing Paving in Augured-Hole Construction, Complete	84	LF	\$ 35.00	\$ 2,940.00	0	84	\$ 2,940.00	100%
7	Extra Cement-Stabilized Sand Back-fill, as Authorized by Engineer, Complete In Place	10	CY	\$ 200.00	\$ 2,000.00	0	0	\$ -	0%
8	Extra Bank-Sand Bedding and/or Backfill, as Authorized by Engineer, Complete In Place	10	CY	\$ 100.00	\$ 1,000.00	0	0	\$ -	0%
9	Extra Aggregate Bedding, as Authorized by Engineer, Complete In Place	5	CY	\$ 50.00	\$ 250.00	0	0	\$ -	0%
10	Extra Concrete Pavement, Including Stabilized Subgrade (6" Thickness), 6" Cement-Stabilized Base, Reinforcing Steel, Material, as Authorized by Engineer, Complete In Place	50	SY	\$ 150.00	\$ 7,500.00	0	0	\$ -	0%
11	Change Orders 1-3	1	LS	\$ 44,622.50	\$ 44,622.50	1	1	\$ 44,622.50	100%
\$ 180,512.50								<b>Subtotal:</b>	\$ 169,762.50
								<b>Retainage(0%)</b>	\$ -
								<b>Less Previous Payment</b>	\$ 22,536.00
								<b>Total:</b>	\$ 147,226.50

UCS:

*[Handwritten Signature]* 11/2/22

Langford Engineering:



# Underground Construction Solutions, LLC

5595 Memorial Dr. #1212

P: 361-510-9263

Email: Jc@UCSHouston.com

Houston, TX 77007

F: N/A

Website: UCSHouston.com

To: Bunker Hill Village  
11977 Memorial Dr.  
Houston, TX 77024

Phone:  
Fax:  
Email:

QT #: 061222Av3  
Date: 09/05/2022

For: 6" WL Loop --BHV

Item #	Description	Qty	Unit Price	Discount	Price	
1	Mobalization	1	\$ 1,500.00		\$ 1,500.00	
2	6" Certa lok PVC	320	\$ 45.00		\$ 14,400.00	
3	6"x6" Tee	1	\$ 500.00		\$ 500.00	
4	2" Service	1	\$ 1,300.00		\$ 1,300.00	
5	TS&V@ Memorial ((#<12")X6")	1	\$ 6,000.00		\$ 6,000.00	
6	Vac Truck	1	\$ 3,500.00		\$ 3,500.00	
7	Remove 2" BOV and Wet Connect	1	\$ 1,200.00		\$ 1,200.00	
8	6" GV	3	\$ 1,600.00		\$ 4,800.00	
9	Concrete cut/Removal/pour	1	\$ 1,022.50		\$ 1,022.50	
					\$	
					\$	
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p style="font-size: 2em; font-family: cursive;">Behind City Hall</p> </div>					Invoice Subtotal	\$ 34,222.50
						\$
					<b>TOTAL</b>	\$ 34,222.50

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY                  CERTIFICATION OF FILING</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> Underground Construction Solutions LLC Houston, TX United States	Certificate Number: 2022-951018
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> City of Bunker Hill Village	Date Filed: 11/02/2022  Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 200-027 #2  
 Water Well No. 5 Transmission Line - Water Plant Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

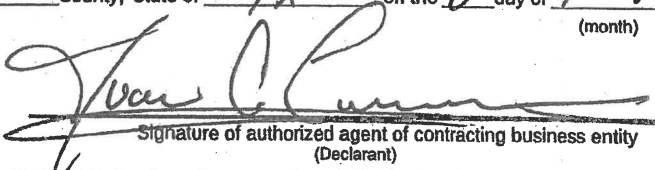
**6 UNSWORN DECLARATION**

My name is Juan O Camora, and my date of birth is 7/15/85.

My address is 5535 Memorial Dr #1212, Houston, TX, 77007, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of TX on the 2nd day of Nov, 2022.  
(month) (year)

  
 Signature of authorized agent of contracting business entity  
 (Declarant)

FORM 3: CONDITIONAL WAIVER FOR FINAL PAYMENT

\*\*\*\*\*

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: *waterwell No. 5 Transmission Line - water plant imp.*  
Job No.: *200-027 Contract #2*

On receipt by the signer of this document of a check from Harris County Municipal Utility District No. 530 (maker of check) in the sum of \$ 147,226.<sup>50</sup> payable to *US: Underground Construction Solutions* (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of

*City of BHV* (owner) located at Harris County, Texas (location) to the following extent: *WW #5 Transmission Line - Water plant imp.* (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to *City of BHV* (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

*US: Underground Construction Solutions, Inc*  
(Company Name)

By: *[Signature]*  
(Signature)

Title: *owner*

Date: *11/2/22*

**AFFIDAVIT OF BILLS PAID**  
(TO BE FILED WITH FINAL PAY ESTIMATE ONLY)

STATE OF TEXAS                    §  
COUNTY OF Harris                    §

BEFORE ME, the undersigned authority, on this day personally appeared Juan C. Tamore

representing Contractor under the following Contract:

Owner: City of Bonker Hill Village  
Contractor: UCS: underground Construction Solutions, Inc  
Date: 11/2/22  
Project: Water Well No. 5 Transmission Line  
Water Plant Impl.  
Job No.: 200-027 Contract #2

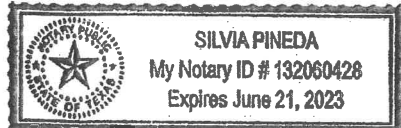
The undersigned was by me duly sworn and now states upon oath:

1. The improvements required by the Contract have been erected and completed in full compliance with the Contract and the agreed plans and specifications for the Contract.
2. All bids and claims for materials furnished and labor performed on the Contract have been paid. There are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon the job.
3. This Affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained in this Affidavit that final and full settlement of the balance due on the Contract is being made, and in consideration of the disbursement of funds by Owner, the undersigned expressly gives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify and hold Owner safe and harmless from and against all losses, damages, costs, and expenses of any character whatsoever, specifically including court costs, bonding fees and attorney fees, arising out of, or in any way relating to, claims for unpaid labor or material used or associated with construction of improvements under the Contract.

By Juan C. Tamore  
Name Juan C. Tamore  
Title owner

Subscribed and sworn before me, the undersigned authority, on this the 2<sup>nd</sup> day of Nov, 2022

Silvia Pineda 6-21-23  
Notary Public in and for the State of Texas



CHANGE ORDER NO. 3 & FINAL

November 2, 2022

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

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

**Contractor:** Underground Construction Solutions, LLC

**Project:** Water Plant Construction  
LEI Job No. 200-027, Contract No. 2

Original Contract Amount: \$135,890.00

Dear Mayor Lord and City Council:

Your approval is requested on the adjustment of the original contract amount and the extension of time for subject project.

<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Each</u>	<u>Cost</u>
13. Additional Work Performed at City Hall Water Plant for City Hall Expansion and at Taylorcrest Water Plant	1	L.S.	\$23,000.00	\$ 23,000.00

Overrun Bid Item Nos.	\$ 0.00
Underrun Bid Item Nos. 7, 8, 9, and 10	<u>\$( 10,750.00)</u>
Total This Change Order No. 3 & FINAL	<u>\$ 10,372.50</u>
Change Order No. 3 & FINAL	\$ 10,372.50
Change Order No. 2	\$ 0.00
Change Order No. 1	\$ 23,600.00
Original Contract Amount	<u>\$135,890.00</u>
Final Contract Amount	\$169,862.50
Original Contract Time	60 Calendar Days
Extension of Time This Change Order No. 3 & FINAL	56 Calendar Days
Extension of Time Change Order No. 2	60 Calendar Days
Extension of Time Change Order No. 1	<u>120</u> Calendar Days
Total Time with Extensions	296 Calendar Days

Change Order No. 3. & FINAL represents an 7.63% increase in the original Contract Amount.

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

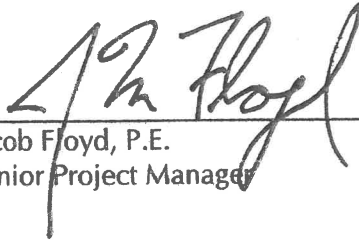
SUBMITTED FOR APPROVAL:

ACCEPTED:

LANGFORD ENGINEERING, INC.

UNDERGROUND CONSTRUCTION SOLUTIONS, LLC

By:

  
\_\_\_\_\_  
Jacob Floyd, P.E.  
Senior Project Manager

By:

  
\_\_\_\_\_

Date

11/02/2022

Date

11/2/22

APPROVED:

CITY OF BUNKER HILL VILLAGE

By: \_\_\_\_\_

Date \_\_\_\_\_





RECAPITULATION OF QUANTITIES FOR CHANGE ORDER NO. 3 & FINAL

To: City of Bunker Hill Village  
 From: Langford Engineering, Inc.

Date: October 14, 2022

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

Job cost summary of unit price bid items on subject project:

Bid Item Number	Original Amount Bid	Installed Amount	Differences (Underrun)Overrun
1	\$6,500.00	\$6,500.00	\$0.00
2	\$90,000.00	\$90,000.00	\$0.00
3	\$15,600.00	\$15,600.00	\$0.00
4	\$3,350.00	\$3,350.00	\$0.00
5	\$6,750.00	\$6,750.00	\$0.00
6	\$2,940.00	\$2,940.00	\$0.00
7	\$2,000.00	\$0.00	(\$2,000.00)
8	\$1,000.00	\$0.00	(\$1,000.00)
9	\$250.00	\$0.00	(\$250.00)
10	<u>\$7,500.00</u>	<u>\$0.00</u>	<u>(\$7,500.00)</u>
Total Amount Bid	\$135,890.00	\$118,640.00	<u>(\$10,750.00)</u>
Change Order No. 1	\$23,600.00	\$23,600.00	\$0.00
Change Order No. 2	\$0.00	\$0.00	\$0.00
Change Order No. 3 & FINAL	<u>\$12,250.00</u>	<u>\$12,250.00</u>	<u>\$0.00</u>
	<i>\$ 10,372.50</i>		
Total	\$171,740.00	\$154,490.00	(\$10,750.00)

*\$ 169,862.50*

Summary

Net Unit Quantity Overruns	+	\$0.00
Net Unit Quantity Underruns 7, 8, 9, and 10	-	<u>(\$10,750.00)</u>
Subtotal (Change Order No. 1 Deducts/Adds)		(\$10,750.00)
<b>Original Contract Amount</b>		\$135,890.00
<b>Change Order No. 1</b>		\$23,600.00
<b>Change Order No. 2</b>		\$0.00
<b>Change Order No. 3 &amp; FINAL</b>		<u>\$10,372.50</u>
<b>Final Contract Amount</b>		\$169,862.50

# City of Bunker Hill Village

11977 Memorial Drive  
Houston, Texas 77043

October 14, 2022

Mr. Juan Zamora  
Underground Construction Solutions, LLC/  
5535 Memorial Drive, Suite 1212  
Houston, Texas 77007

Subject: Certificate of Acceptance, City of Bunker  
Hill Village, Water Well No. 5 Transmission Line  
– Water Plant Improvements  
LEI Job No. 200-027, Contract No. 2

Dear Mr. Zamora:

Pursuant to the Engineer's Certificate of Completion dated October 14, 2022, the City of Bunker Hill Village does hereby issue this Certificate of Acceptance of the subject facilities effective Tuesday, October 18, 2022.

Your Guarantee, as provided by the surety, is setforth in Paragraph 14 of the General Conditions of Construction, commenced on Tuesday, October 18, 2022, and expires one (1) year later, that is, Wednesday October 18, 2023.

Sincerely,

CITY OF BUNKER HILL VILLAGE

Robert P. Lord  
Mayor

Imm

cc: Jacob Floyd, P.E., Langford Engineering, Inc.  
Loren Smith, Olson & Olson, L.P.