

CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: November 16, 2021

Agenda Item No: IV

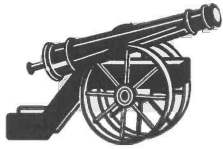
Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION REGARDING ACCEPTANCE OF A SETTLEMENT OFFER FROM LAYNE CHRISTENSEN COMPANY FOR A PUMP FAILURE AT WATER PLANT NO. 1**

Exhibits: N/A

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

Executive Summary

The City Council will meet in Executive Session to discuss the settlement offer submitted to the City Attorney. This item gives the Council the opportunity to vote on the settlement offer.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: November 16, 2021

Agenda Item No: V

Subject/Proceeding: Police Commissioner's Report

Exhibits: Chief's Monthly Report (October)

- Fire Department Assists
- 2021 Burglary Map – November 1, 2021
- 2021 Auto Burglary Map – November 1, 2021
- ALPR Hit Locations
- Plate Reads Summary
- ALPR Recoveries & List
- 2021 Total Incidents to Date
- Officer Committed Time Report to Date

Budget Amendment

- Memo to Councils
- FY22 Adopted Budget
- FY22 Amended Proposal
- FY22 Budget Amendment Slide

Clearance: Karen Glynn, City Administrator

Executive Summary

The Police Commission Report will include the following items:

- A. Update on Activities
- B. Consideration and Possible Action to Approve an Amendment to the 2022 Budget for the Memorial Villages Police Department to increase the Employee Health Insurance Benefits by \$60,000.00 to Cover 75% for Dependent Care and to direct City Staff to Submit an Amendment to the City's 2022 Budget for \$20,000.00 for the City's Share

The Police Commissioner and Police Chief will present these items.



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

Raymond Schultz
 Chief of Police

November 8, 2021

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: October Monthly Report

During the month of October MVPD responded/handled a total of 5,717 calls/incidents. 4,364 House watch checks were conducted. 481 traffic stops were initiated with 496 citations being issued for 830 violations. (Note: 17 Assists in Hedwig, 71 in Houston, 0 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	1983/25,702	1616/22,209	2	66/86/152	4@4:13
Piney Point:	1594/20,419	1227/16,954	3	73/107/180	1@3:05
Hunters Creek:	2018/30,687	1517/26,221	7	94/70/164	8@3:35
				Cites/Warn/Total	13@3:42

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	173	Ord. Violations:	18	Speeding:	181
Accidents:	12	Information:	21	Exp. Registration:	140
ALPR Hits:	83	Suspicious Situations	128	No Ins:	78
Assist Fire:	52	Loud Party	24	No License	83
Assist EMS:	36	Welfare Checks:	9	Stop Sign	58

*This month the department generated a total of 73 police reports.
 BH-16, PP-27, HC-30, HOU - 0*

Crimes Against of Persons (1)
 Assault – Family Violence 1

Crimes Against Property (16)
 Burglary of a Motor Vehicle 3

Theft felony 1
 Fraud/ID 12

Petty/Quality of Life Crimes/Events (56)
 ALPR Hits (valid) 8
 Misc. Reports 19
 Public Intoxication 2

Information Reports 10
 Possession of CS 6
 Warrants 11

Arrest Summary: Individuals Arrested (27)
 Warrants 11
 Class 3 Arrests 12
 Felony 1

DWI 1
 Public Intoxication 2

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	3,941,159	5,040,063	78.2%
• Operating Expense:	722,491	899,881	80.3%
• Total M&O Expenditures:	4,663,650	5,939,944	78.5%
• Capital Expenses:	169,829	169,500	100.2%
• Net Expenses:	4,833,480	6,109,444	79%

Follow-up on Previous Month Items/Requests from Commission

- Units 160 and 179 were sent to auction after their needed repairs were verified.
- Chief Schultz met with Chief's Gott and Evans to discuss overnight radio contingency plans and operations on October 27, 2021.

Personnel Changes/Issues/Updates

- Officer Nick Harwood and his wife had a new baby boy. The baby however has some medical needs and is in ICU. Officer Harwood has asked for an extended leave of absence.
- Officer Bracht submitted his notice of intent to retire in mid-November.
- Three dispatcher candidates failed background investigations. Failures were as a result of failure to disclose prior LE contacts, being let go from previous jobs and delinquent child support. Another applicant had an active warrant for his arrest and was declined.

Major/Significant Events

- October 6, 2021, the MVPD hosted a meeting of Detectives from nearby agencies. The participants discussed on-going cases along with emerging crime trends. The meeting was attended by US Postal Inspectors who shared information about active gangs involved in these crimes.
- MVPD officers attended the Chapelwood Scarecrow Community event on October 15th.
- On October 18th a repeat mail thief returned to the villages. The suspects' vehicle had been entered into the ALPR system and alerted officers. Upon stopping the vehicle, the suspect was found to be in possession of a concealed stolen firearm and a stolen license plate. The 28-year-old male suspect was arrested by MVPD officers.
- October 27th a repeat thief returned to the area and was identified by the ALPR system. Officers located and identified the suspect. The male was found to be a dog walker for a resident with a lengthy criminal record. The suspect did not cooperate and requested an attorney. He is a suspect in several trailer and golf cart thefts in the area.
- On October 31st. MVPD staff visited the Chapelwood Halloween Trunk or Treat Event and then held our own event at the MVPD. Approximately 150 people stopped by the MVPD and interacted with staff.

Status Update on any Major Projects

- MVPD initiated a new Door Hanger notification program where officers leave a door hanger behind at properties where officers address an issue, and no one is home. The hangers let the resident know that we addressed something at their home while they were away. This should help in situations where a resident sees an officer walking around their home on security cameras.
- The last of the MVPD gym equipment was delivered and installed.

V-LINC new registrations in October: +18

BH – 1419(+6)

PP – 1007 (+2)

HC – 1459 (+7)

Out of Area – 481 (+3)

October VFD Assists

Calls received directly by MVPD via 911/3700

Priority Events Average Response Times

Total – 6 3:39

Fire – 2 2:46

EMS – 4 4:06

By Village

BH Fire – 1 2:00

BH EMS – 2 5:00

PP Fire – 0 0

PP EMS – 0 0

HC Fire -1 3:25

HC EMS -2 3:13

Combined VFD Events (Priority + Radio)

Total – 53 4:35

Fire – 37 4:46

EMS – 16 4:32

Radio Call Events

Total – 47 4:55

Fire- 35 3:43

EMS- 12 4:43

Radio Call Events by Village

BH – 9 3:24

PP – 19 4:43

HC – 19 5:14

2021 Burglary Map

Address	Alarm	POE
302 Chapel Bell	No	Vacant (none)
10611 Tarleton	No	Side Door
11634 Blalock Ln	No	Ruse
618 Piney Point Rd	No	Ruse
11310 Smithdale	No	Veh in Carport
11612 Memorial	No	Open Door
11612 Memorial	No	Key in Door
8429 Katy Fwy	No	Smash Door
10903 Wickwild	Yes	Open Garage

2021 Robberies

Address	MO
11702 Greenbay	Walker



Daytime Burglary



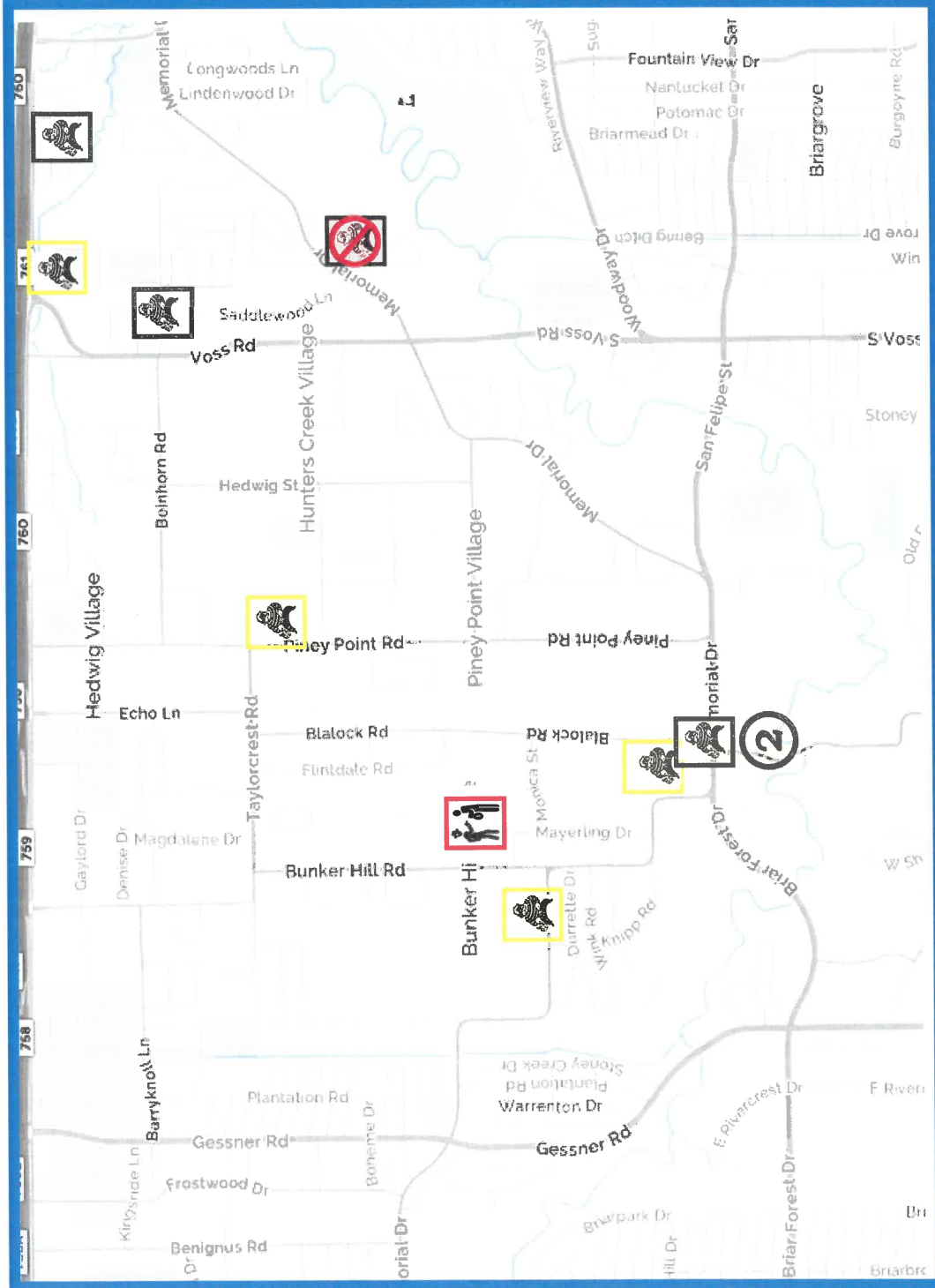
Nighttime Burglary



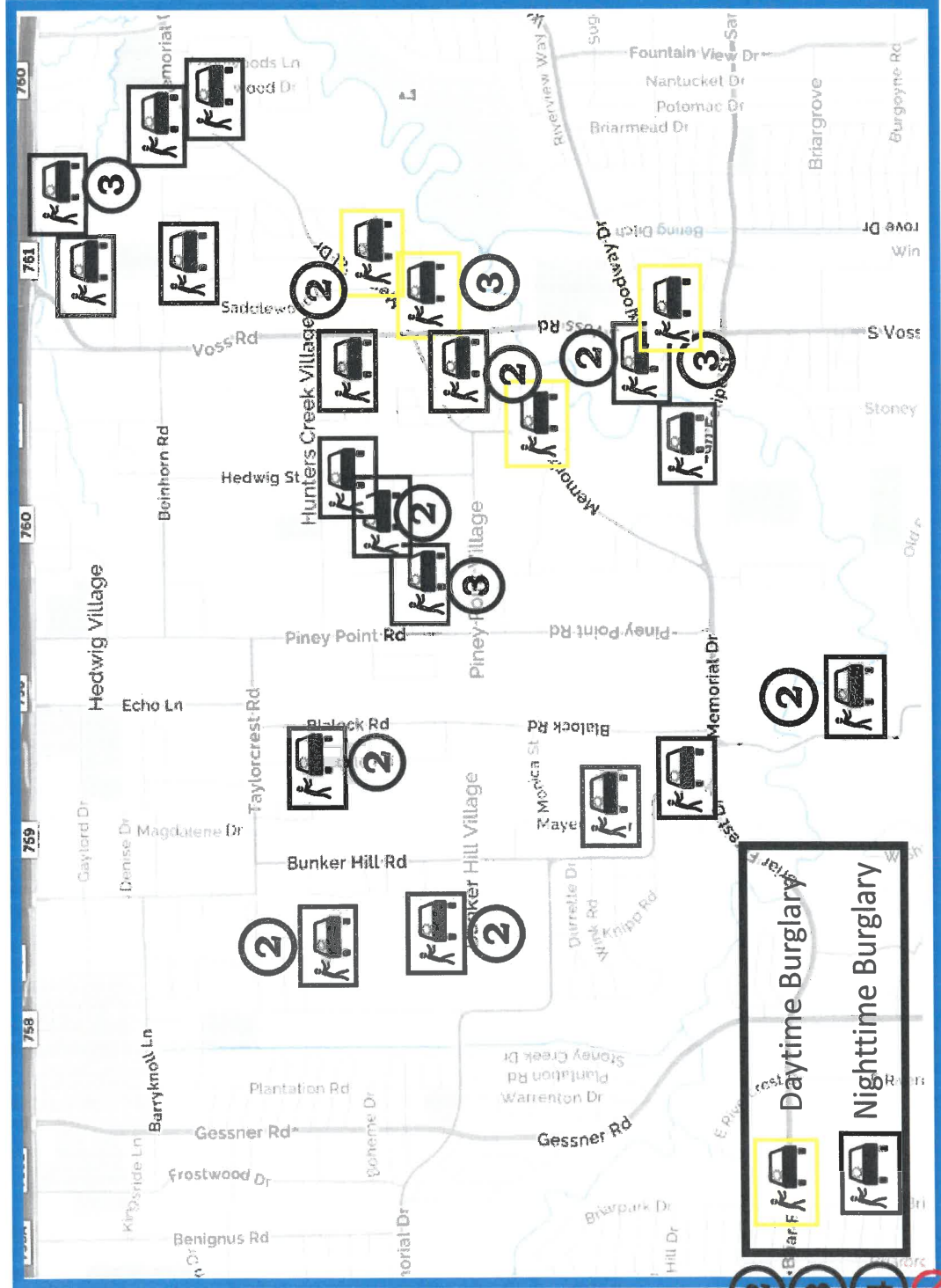
Robbery

2

10/31/21

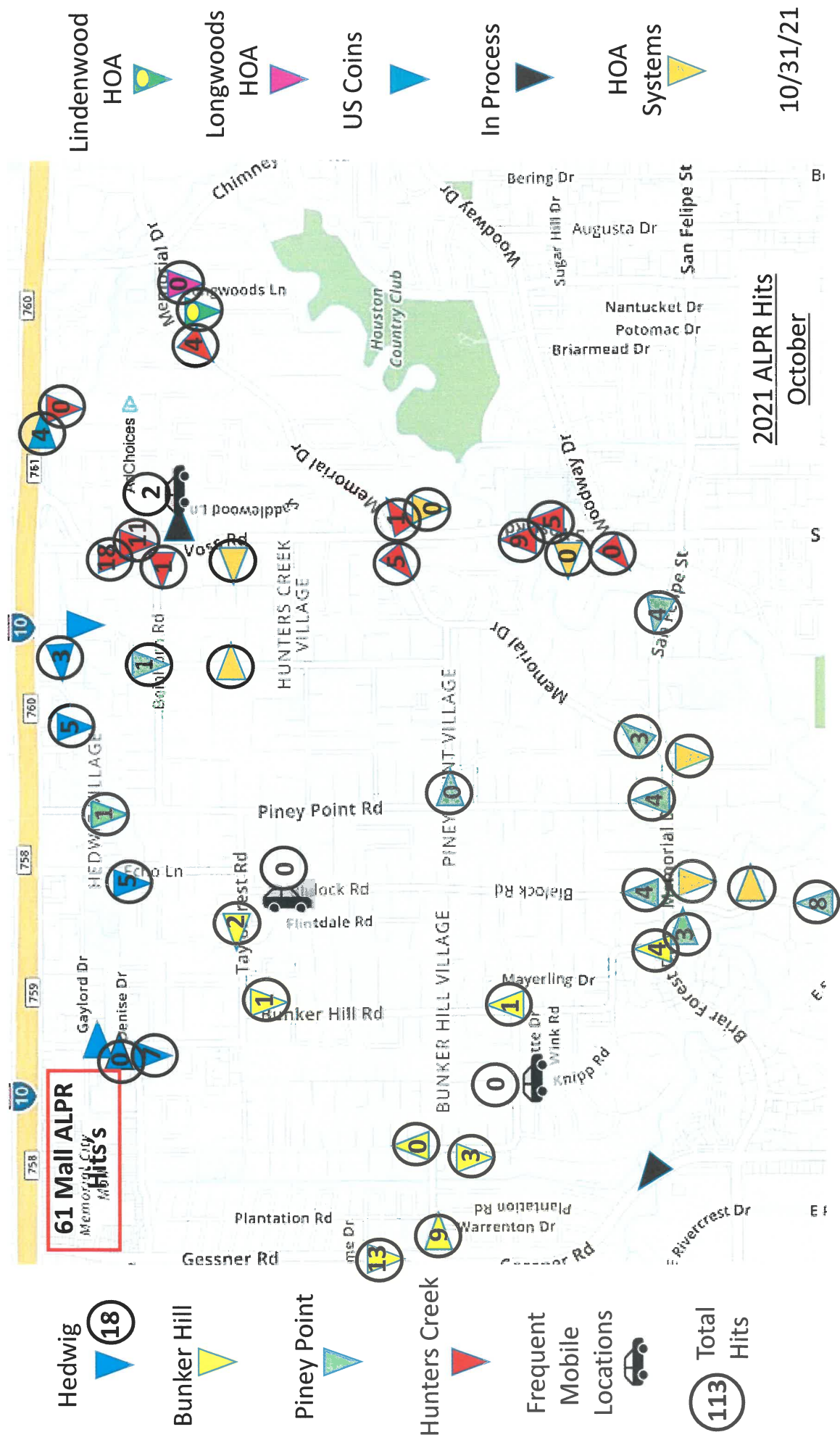


2021 Auto Burglary Map



Address	POE
10709 Memorial (jugging)	Side Win Smash
335 Knipp	UNL Door
11931 Broken Bough	UNL Door
348 Knipp	UNL Door
512 Knipp	UNL Door
8435 Katy Fwy	Side Win Smash
11322 Surrey Oaks	UNL Door
505 Ripplecreek	Truck Bed
7627 River Point	UNL Door
11734 Flintwood	UNL Door
7630 River Point	UNL Door
907 Tarrington	UNL Door
10610 N Evers Park	UNL Door
11107 Wickway	UNL Door
243 Hedwig	UNL Door
3 Stayton Cir	UNL Door
3 Claymore	UNL Door
302 Lindenwood	UNL Door
323 Hunters Trail	UNL Door
6 Woodsedge	Truck Bed
10821 Longshadow	UNL Door
1116 Riverglyn	UNL Door
10709 Memorial	UNL Door
PP City Hall	Side Win Smash
11701 Forest Glen	UNL Door
733 Creekside	UNL Door
218 Blyane	UNL Door
30 Windemere	UNL Door
8525 Katy Fwy	UNL Door
10700 Memorial	Side Win Smashed
11715 Timberknoll	UNL Door
8525 Katy Fwy	UNL Door
335 Piney Point	UNL Door
3 Saddlecreek	UNL Door
1108 Riverbend	UNL Door
339 Hunters Trail	Side Win Smash
380 Piney Point	UNL Door
1 Windemere	UNL Door

10/31/21





2021 ALPR Recoveries

October

10/31/21

Hits/Reads By Camera

1 13/252,160
2 9/113,176
3 0/0
4 4/151,082
5 1/95,398
6 2/84,038
7 3/100,737
8 8/265,763
9 0/66,770
10 3/114,692
11 0/33,666
12 3/80,196
13 0/0
14 1/84,839
15 0/3,104
16 4/103,642

17 5/147,582
18 1/107,928
19 18/337,857
20 11/392,461
21 5/87,356
22 9/357,040
23 4/231,057
24 4/108,663
25 1/66,753
26 1/32,546
29 Riverbend 0/4,890
Station 3/41,269
#172 0/8,935
Trailer 0/411
Strey 0/14,104

Total Reads – 3,458,425
Unique Reads – 1,543,848
Hits- 176 - 6 Hit List- 113

Plate Reads Summary


Total Plate Reads:
3,458,425

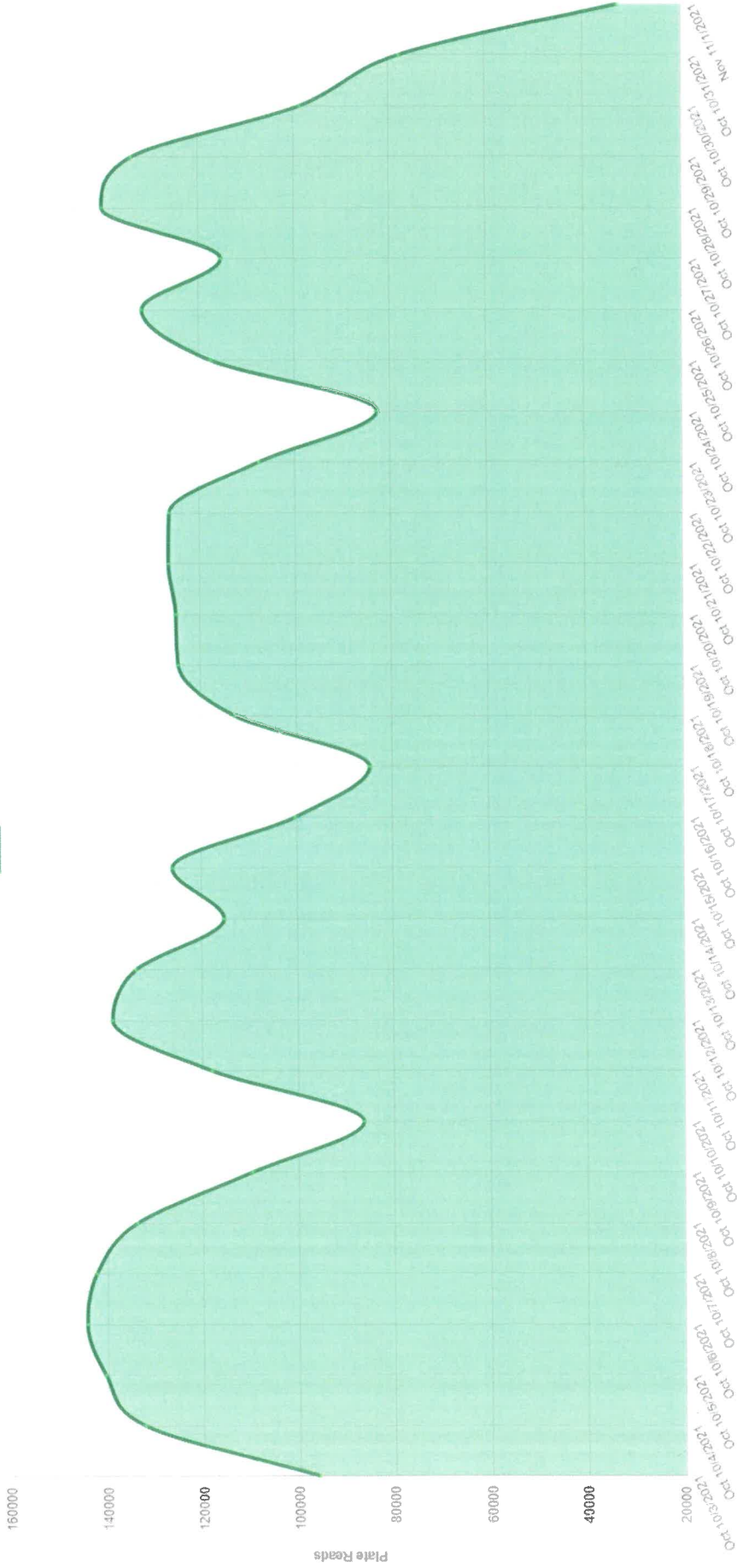
Export  CSV

Oct 3 - Nov 1

Cameras (30) ▾

Search

 Plate Reads By Day



Unique Plate Reads Summary

Total Unique Plate Reads:
1,543,848

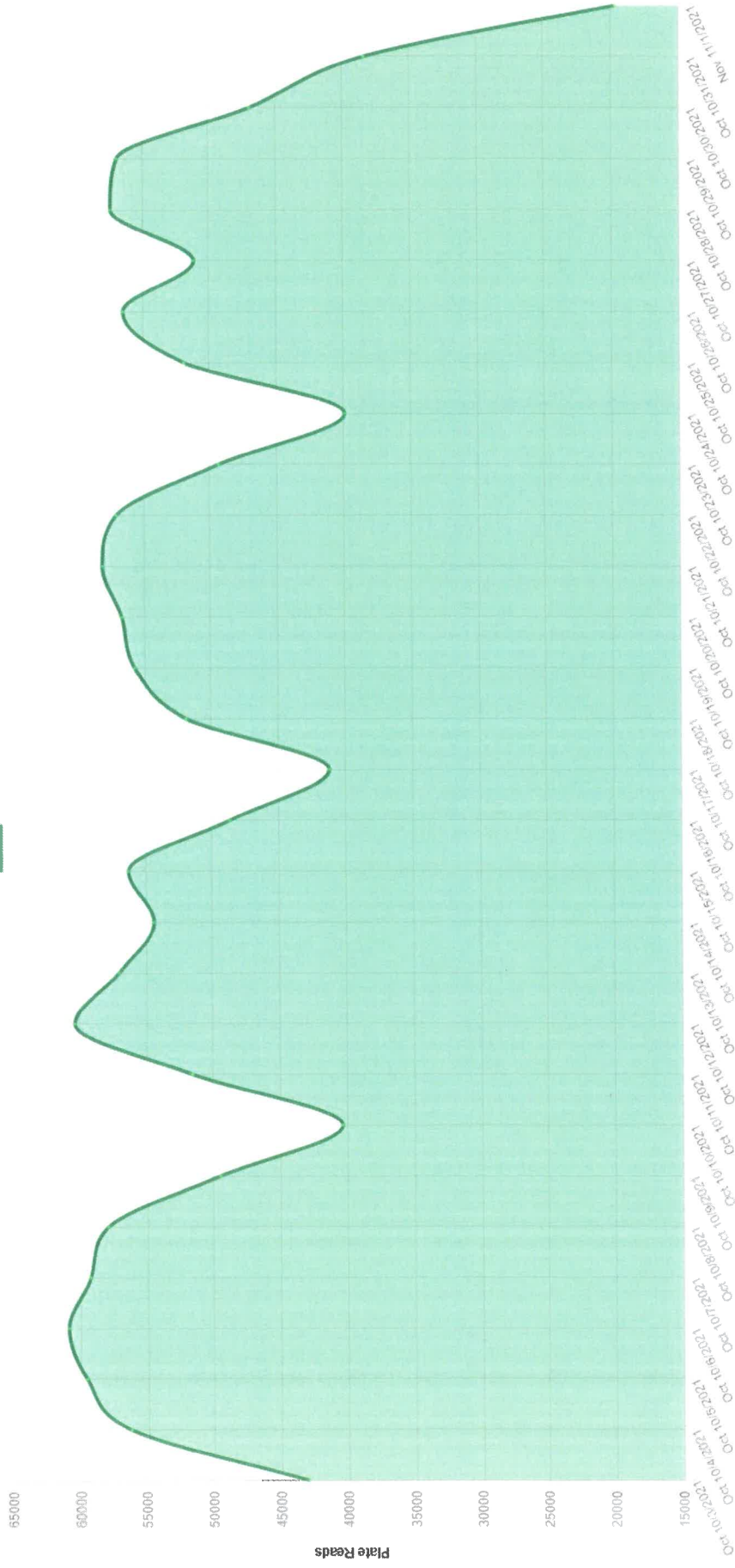
Export 

Oct 3 - Nov 1

Cameras (30) ▾

Search

Plate Reads By Day



Hits Report

Total Hits:

176

All Categories

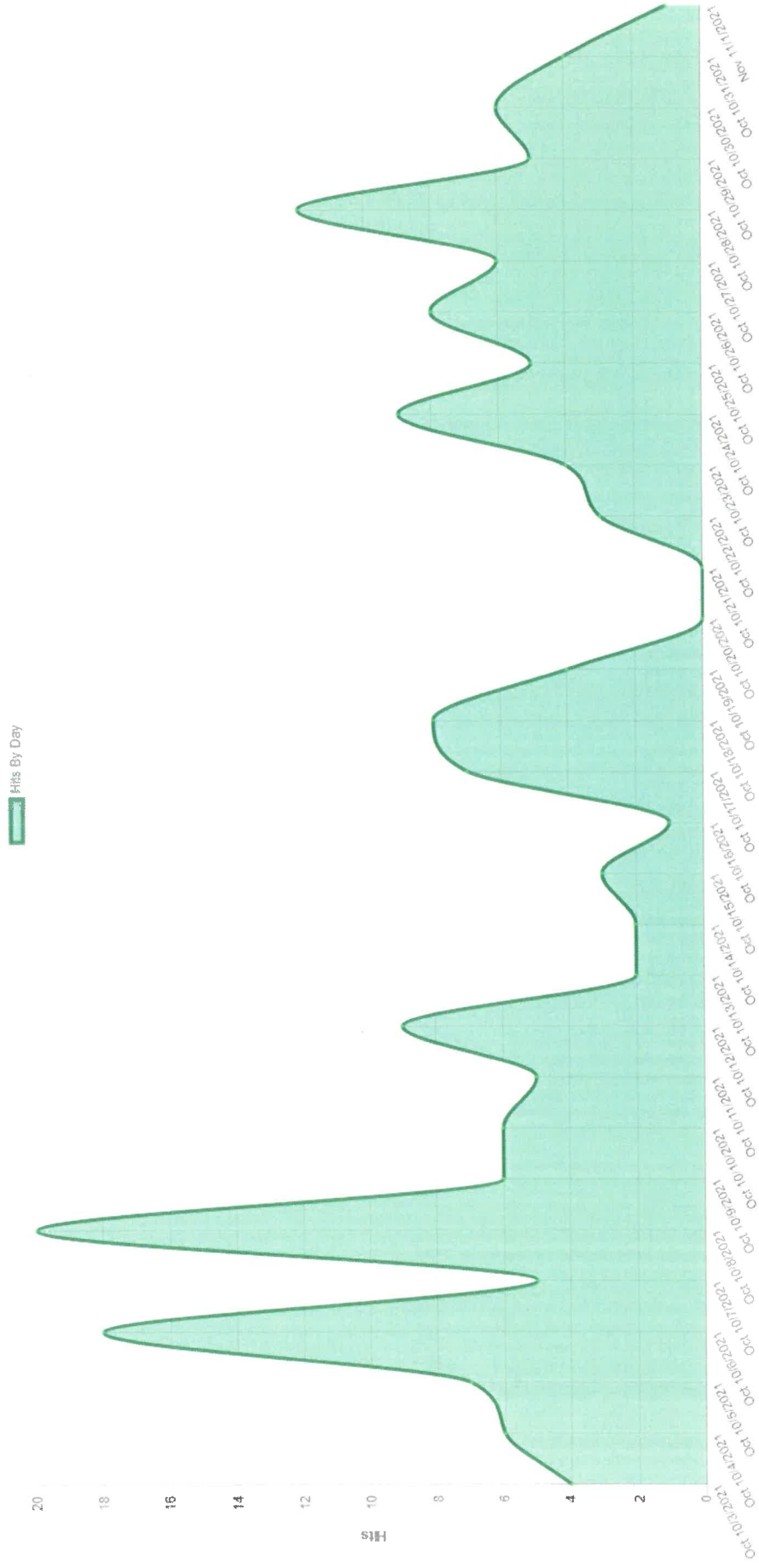
Export 

Oct 3 - Nov 1

Topics (14)

Cameras (30)

Search



Hits Report

Total Hits:

113

Top 6 Categories

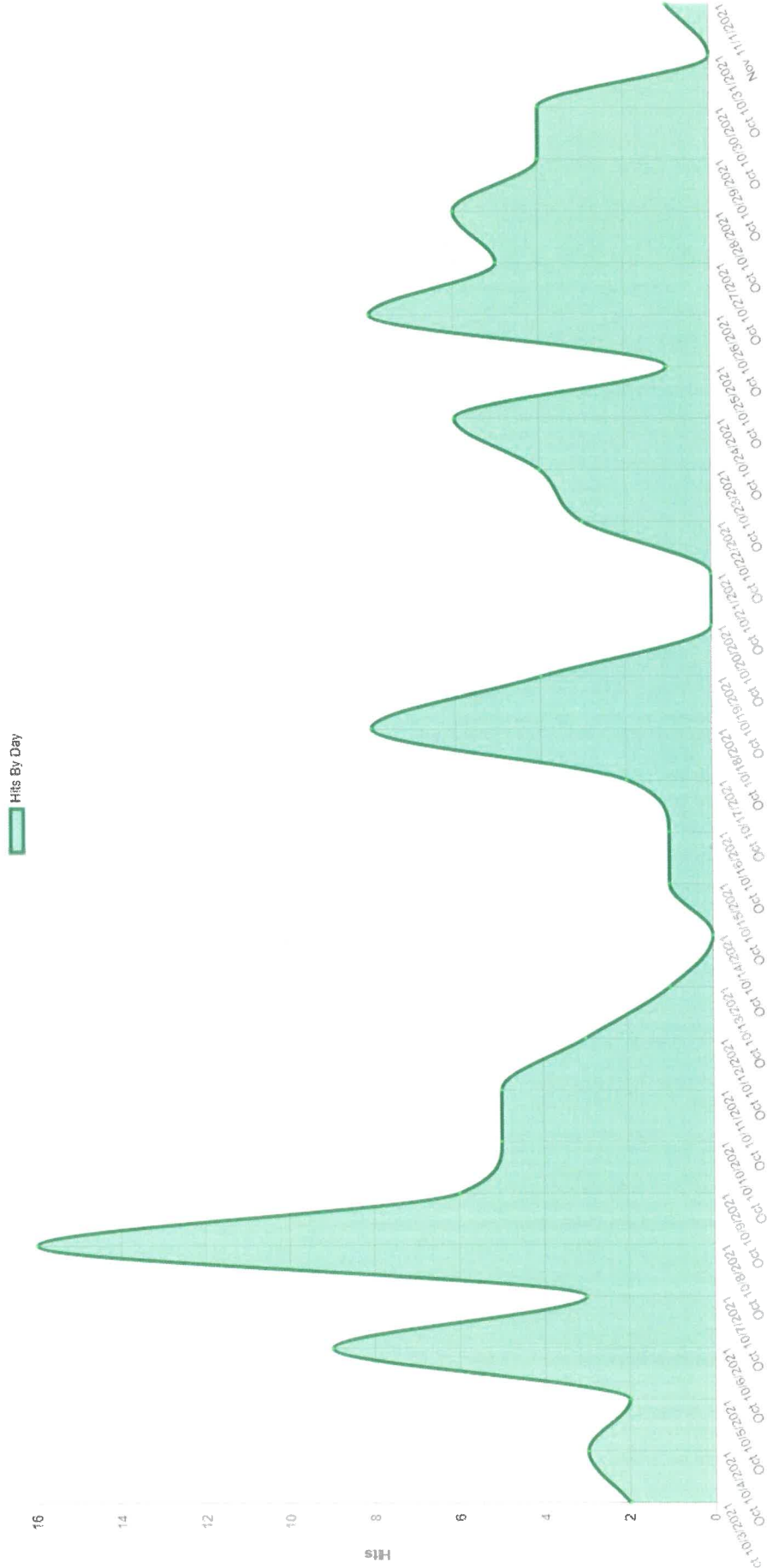
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Oct 3 - Nov 1

Topics (6) ▾

Cameras (30) ▾

Search



Hits Report

Total Hits:

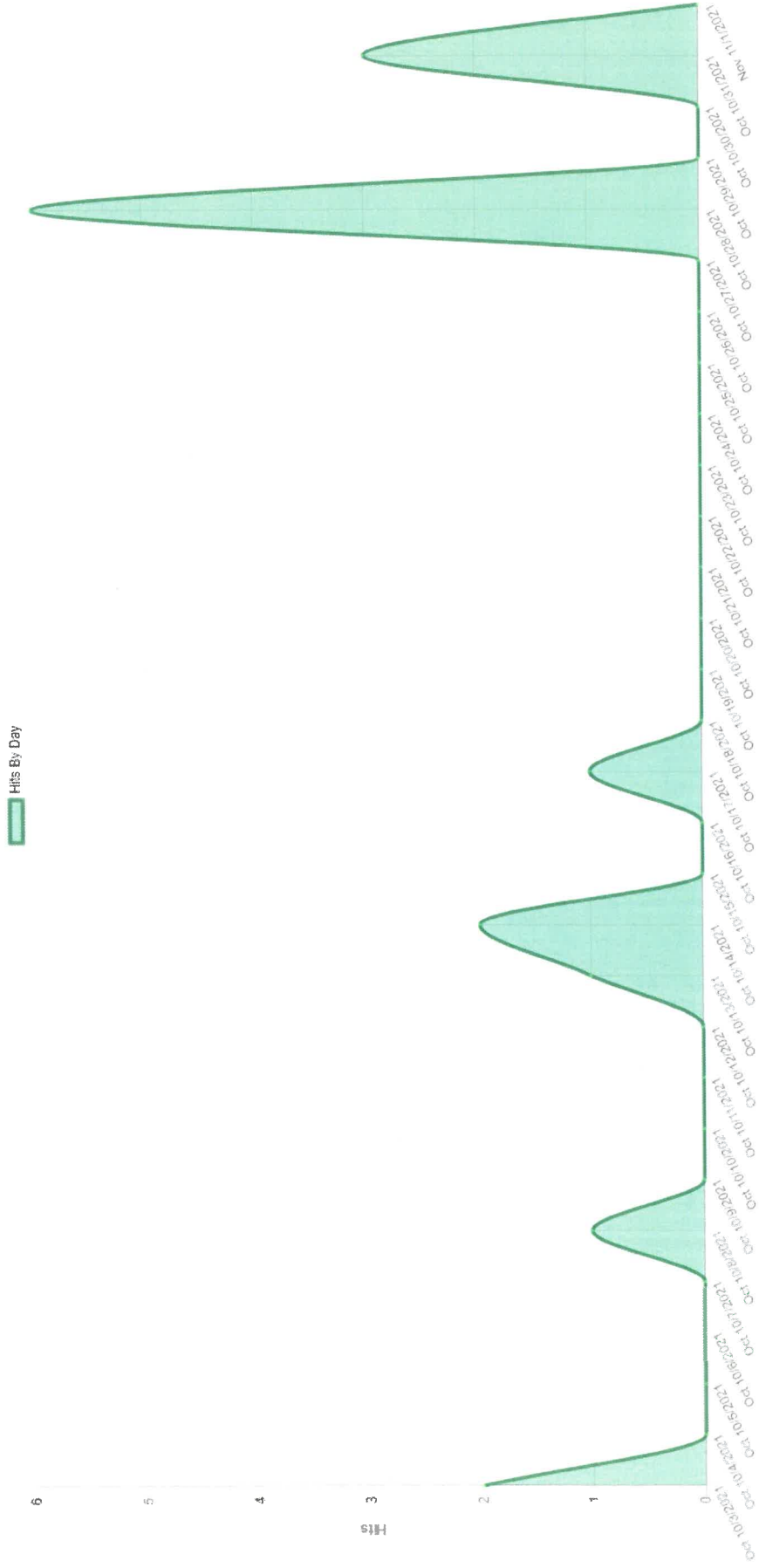
16

Sex Offenders

Export 

Oct 3 - Nov 1

Topics (1)  Cameras (30) 



ALPR Recoveries						
Num	Plate	Vehicle	Loc	Val	Links	
1	KHM2376	Ford F350	22	\$ 48,000.00	Drugs-Meth	1/5/2021
2	MVL8705	Hyndi	10	\$ 14,000.00		11-Jan
3	GKR5588	Hond Civ	8	\$ 12,500.00	Fugitive/poss c	18-Jan
4	MWV2069	Chev Cruz	8	\$ 9,800.00	Fraud	20-Jan
5	R000293	Toy Cor	17	\$ 12,000.00	Rental/Cluck	21-Jan
6	LJP9550	Hynd SFE	19	\$ 14,000.00		28-Jan
7	DV48493	VW Jetta	14	\$ 17,500.00	Fel Warrant	29-Jan
8	MHT8564	Hond Acc	2	\$ 16,000.00	Car Jacking	31-Jan
9	9.49E+09	Chev Volt	8	\$ 38,000.00		2-Feb
10	DLJ392	Hond Acc	6	\$ 21,000.00	Fel Warrant	4-Feb
11	MPR6064	Toy Cor	12	\$ 14,000.00	Fug/Drugs	5-Feb
12	N541138	Chev Mal	8	\$ 21,000.00	Fug/Burg	8-Feb
13	BZ8K588	Ford Taur	23	\$ 8,000.00	Fraud	10-Feb
14	MNC3563	Cadi CTS	8	\$ 28,500.00		21-Feb
15	MYR3265	ToyHigh	US Coins	\$ 18,000.00	Fraud	3-Mar
16	89686F5	HYNSon	7	\$ 18,500.00	Fraud	4-Mar
17	KXS9288	Ford Focus	2	\$ 14,500.00	Fraud	11-Mar
18	MXL9491	Ford F350	22	\$ 31,000.00		18-Mar
19	NZN3882	AcuraTLX	8	\$ 24,500.00		22-Mar
20	GSC6637	Niss Alt	8	\$ 16,000.00		30-Mar
21	AW83550	Ford F150	19	\$ 24,000.00	meth/fraud	2-Apr
22	8UTT006	BMW X7	20	\$ 41,000.00		16-Apr
23	NFS0818	MercC30	19	\$ 37,000.00		18-Apr
24	DV3YSL	Chev Equx	8	\$ 15,600.00		11-Apr
25	NZN3882	AcuraTLX	8	\$ 23,000.00	Burg/BMV's	11-May
26	DB3Y023	Buick Sed	4	\$ 20,000.00		12-May
27	BPS9409	Niss RGE	15	\$ 22,500.00		13-May
28	JDV2724	Toy Corrol	2	\$ 26,000.00	Car Jacking	16-May
29	GYL2571	Chev PU	2	\$ 41,000.00	Prostitute	25-May
30	1275 E1	Niss Rog	6	\$ 24,500.00	Prostitute/273	6-Jun
31	MXD4027	Niss Alt	8	\$ 19,500.00		7-Jun
32	NTH2685	Chev Van	2	\$ 31,000.00	Fugitive	10-Jun
33	NTV6211	Toy Cor	River	\$ 17,000.00	Mail Thieves	10-Jun
34	LDCV51	Kia Van	19	\$ 19,000.00	Fraud	12-Jun
35	MVL3523	Mini	8	\$ 22,500.00		27-Jun
36	LTR3263	Audi	17	\$ 37,000.00	Burglar	8-Jul
37	CWX5690	Tou Rav4	4	\$ 17,500.00	fugitive	9-Jul
38	DGJ6939	Buick Sed	6	\$ 11,000.00	Drugs-Mail	17-Jul
39	DCJ8410	Mercury	Longwd's	\$ 12,000.00	Weapons	18-Jul
40	NHK7400	Ford F250	22	\$ 23,000.00	Stolen PLT and	27-Jul
41	KHT0403	Toy SUV	8	\$ 11,000.00	Warrant	28-Jul
42	N573023	Ford Edge	23	\$ 2,000.00	Fraud	4-Aug
43	AH32929	Uhaul	19	\$ 31,000.00		4-Aug
44	14919H8	Ram 1500	8	\$ 43,000.00	Burglars	7-Aug
45	PRL8380	Honda Ody	1	\$ 22,000.00	Civil	8-Aug
46	NMC1245	Niss Alt	10	\$ 23,000.00	Mail Thieves	26-Aug *STL PL+
47	401278J	Trailer	8	\$ 9,000.00	Fugitive	9-Sep
48	MXK1989	Chev Sil	8	\$ 16,500.00		10-Sep
49	JMA4019	ChevMal	8	\$ 9,000.00	Runaway	13-Sep
50	AE77046	Uhaul	17	\$ 27,000.00	Stolen in Burg	21-Sep
51	LJS9812	Dodge Chg	River	\$ 23,000.00	Fugitive	30-Sep
52	BWE005	MazMX3	Mall	\$ 19,000.00	Mall	4-Oct
53	KXN6727	BMWX3	2	\$ 28,000.00	Fugitive	8-Oct
54	NHT2463	Chry300	8	\$ 22,500.00	Rental	10-Oct
55	Z958GU	Niss Alt	10	\$ 17,000.00		16-Oct
56	MXN4265	Toy Cam	22	\$ 18,000.00	Fugitive	19-Oct
57	JFL0108	Hon Acc	8	\$ 26,000.00	Fugitive	22-Oct
58	EVUJ13	Hyun ELN	1	\$ 21,000.00	Fugitivesx2/me	24-Oct
59	AE48785	Uhaul	Echo	\$ 48,000.00	Fugitive/Narc	28-Oct
60	KZP1231	Chev EQN	5	\$ 34,500.00		5-Nov

Plate Recoveries		
Plate Recove	Date	Links
9056154	3/1/2021	Paper Fraud Tag
LKW4759	5/23/2021	
KDG6937	7/31/2021	Wanted Subject
NMC1245	8/26/2021	On stolen car same make
JLX5130	9/15/2021	
196144A	9/13/2021	Stolen Temp
NBJ0628	9/19/2021	
DKP0999	10/18/2021	Fug/Stolen Mail/Hotlist

34 of 51 involved in other crimes = 68%

Firearm in vehicle

2021 Value	\$ 1,331,400.00		60
2020 Value	\$ 1,147,500.00	Recovered	61
2019 Value	\$ 438,000.00	Recovered	22
Program Total	\$ 2,916,900.00		143

INVESTIGATIVE LEADS						
103	NVK8808	Chev Tahoe	MDE Harrassment Case	SBISD	Solved	21-Jan
18	92350G3	Jeep Cherokee	Jugger Belaire to Racquet Club		CID-Open	22-Jan
21	BXR4783	Chev Pickup	FSGI		Solved	8-Feb
WIND HOA	FDC2680	Niss Alt	Mail Thieves		Solved	16-Feb
US Coins	MPV1209	Toy	BMV Jugger		CID-Open2	27-Feb
Strey	LYN9642	Toy Cor	Package Thief		CID-Open	27-Feb
17	CNB1734	BLK F150	FSGI		ID's	3-Mar
24	960200	Blk Exped	Burg		Gypsys	27-Apr
26	11548U4	Ford PU	Burg		Gypsys	29-Apr
11	10654S1	Ford PU	Burg		Gypsys	29-Apr
19	07316A8	Niss Sen	Mail Thieves		Arrested	19-Jun
23	BX3C492	Pirus	Selling Drugs		Arrested	26-Jun
Hed	MZZ3574	Ford F150	Theft of Lawn EQPT		Open	7-Jul
10	NMC1245	Niss Alt	Serial Mail Thief		Arrested	26-Aug
11	Golf	Golf	Burglar		Open	14-Sep
12	GWS6988	Chev	Trailer Thief		Open	27-Oct

2021 Officer Committed Time to Service Report

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
BAKER, BRIAN C	14:27:08	6:19:50	9:11:48	4:38:17	4:00:59	2:09:49	7:38:50	5:01:13	0:52:11	0:41:32				0
BIEHUNKO, JOHN	23:07:01	19:19:59	14:04:18	12:55:49	17:39:07	13:24:26	8:52:16	3:04:24	15:00:36	11:53:55			1	13
BOGGUS, LARRY	7:55:02	20:20:04	5:40:37	10:56:38	5:10:26	1:43:35	8:55:13	4:33:09	0:50:53	7:53:28				0
BRACHT, DANIEL	17:07:03	11:15:42	9:46:04	6:46:17	10:42:15	2:18:36	9:32:56	7:08:44	1:48:52	5:09:00			1	0
BURLESON, Jason	12:12:34	18:10:56	10:39:53	13:49:14	17:04:01	12:48:05	19:51:20	16:26:16	24:12:55	15:43:50			7	9
CADENA, VANESSA	18:00:04	12:07:28	24:08:28	10:26:28	12:23:19	16:34:39	15:29:05	22:04:13	8:01:39	16:46:43			1	2
CANALES, RALPH EDWARD	16:04:00	7:27:16	14:33:16	15:02:51	12:18:48	17:39:17	15:05:58	12:13:54	13:51:20	11:27:15				27
CERNY, BLAIR C.	* 7:56:59	4:17:26	7:37:24	9:13:59	11:30:49	5:30:29	22:13:46	15:34:45	13:35:49	6:19:35				2
HARWOOD, NICHOLAS	18:15:14	15:46:27	14:27:52	11:56:07	19:13:33	10:50:16	12:19:00	15:19:41	16:51:51	13:25:18			3	11
JARVIS, RICHARD	10:46:12	28:53:18	23:27:39	16:31:49	9:17:32	22:40:23	19:08:52	10:59:24	22:09:11	15:56:16			2	18
JOLIVET, CHARLES	11:59:12	9:59:43	10:18:23	15:17:10	22:51:51	8:20:21	0:00:00	0:00:00	0:00:00	0:00:00				0
JONES, ERIC	* 0:31:48	0:06:32	0:00:00	0:00:00	0:05:23	0:00:00	1:38:50	1:14:48	0:14:18	0:00:00				0
KELSO JR, RONALD K	15:55:08	2:04:16	15:04:52	12:24:25	18:36:33	15:40:55	23:40:16	20:14:53	21:08:46	15:42:58			5	25
Kukowski, Andy									4:55:51	11:03:44			3	77
Lowrie, Andy										40:02:16			8	78
MCELVANY, ROBERT	15:06:05	10:55:03	7:34:12	14:51:04	7:40:03	6:40:44	7:02:18	11:09:10	18:30:34	22:51:03				10
MILLER, OSCAR	* 11:42:37	16:13:37	16:55:40	6:53:42	23:58:45	8:36:01	16:39:36	3:23:54	2:20:10	6:32:39				0
NASH, CHRISTOPHER	13:30:51	14:08:19	13:58:31	13:30:18	19:37:33	14:04:38	9:32:58	10:37:45	17:23:34	23:01:29			3	17
Ortega, Yessenia									0:00:00	43:45:37			6	42
OWENS, LANE	* 4:42:45	0:12:48	2:33:47	2:05:39	0:00:00	0:39:21	1:37:08	0:52:49	0:12:58	0:06:50				0
PAVLOCK, JAMES ADAM	7:56:41	9:16:17	3:48:02	8:41:59	11:23:34	3:39:55	3:41:25	4:13:55	12:38:44	11:16:58			2	30
RODRIGUEZ, CHRISTOPHER	* 5:37:51	7:31:36	3:54:08	6:27:54	4:05:17	6:45:09	8:40:31	5:50:17	8:56:02	9:02:54				0
SCHANMEIR, CHRISTIAN	2:03:24	11:09:37	22:03:09	13:23:38	15:21:03	35:38:00	31:11:55	16:18:31	31:16:46	0:13:07			6	33
SCHULTZ, RAYMOND	* 0:00:00	0:49:06	0:00:56	1:01:23	2:24:51	0:59:42	1:34:39	0:50:03	0:26:41	1:10:04				0
SILLIMAN, ERIC	16:45:18	18:58:22	19:39:33	13:27:53	12:35:27	10:45:35	7:13:22	16:02:37	16:52:17	43:45:37			11	7
SISSON, KYLE J	* 0:58:16	0:15:03	0:00:00	0:00:28	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00				0
SPRINKLE, MICHAEL	1:19:49	4:18:27	6:30:48	5:23:43	6:58:37	3:22:06	5:52:46	3:37:51	13:38:29	8:19:02			1	6
TAYLOR, CRAIG	14:41:29	12:18:05	11:35:47	10:15:58	17:10:22	19:04:50	16:19:36	20:28:11	27:44:07	9:51:01			2	14
TORRES, PATRICK	14:43:57	13:30:08	13:27:58	16:10:17	28:54:02	16:12:23	12:03:12	10:32:36	14:21:28	21:22:56			2	22
TUGGLE, JAMES	8:01:57	13:07:32	13:22:19	15:25:17	18:29:52	11:37:22	4:49:22	21:58:07	10:26:32	15:07:42				5
VALDEZ, JUAN	17:55:02	21:37:31	25:08:41	12:08:45	19:10:40	19:47:07	33:08:24	20:38:47	23:36:33	15:33:19			4	18
VASQUEZ, MONICA	23:38:14	15:16:42	15:32:19	16:21:37	9:48:28	20:24:37	35:09:41	13:51:11	22:04:34	12:53:41			3	22
WHITE, TERRY	23:35:00	19:20:08	19:55:44	14:16:38	17:33:08	31:39:37	12:21:50	22:42:41	27:47:45	35:03:04			2	8
* = Admin Asmt.													73	496
t = temporary														

Dispatch Committed Time													Totals
911 Phone Calls	302	314	231	279	310	315	373	387	360	307			3178
3700 Phone Calls	2189	3536	2566	2301	2359	2490	2606	2585	2501	2268			25401
DP General Phone Calls*	54:30:49	90:01:08	62:57:40	55:10:01	55:48:51	63:16:21	68:36:54	63:02:19	59:07:42	55:04:26			

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



TO: Council Members of the City of Bunker Hill Village
Council Members of the City of Hunter's Creek Village
Council Members of the City of Piney Point Village

FROM: Raymond Schultz, Chief of Police

DATE: November 9, 2021

SUBJECT: FY 2022 Budget Amendment Request

Synopsis:

Request to amend the FY22 budget to increase the employer contribution of dependent health coverage from 50 percent to 75 percent.

Budget Impact:

It is estimated that providing the increased coverage will increase the FY 2022 budgetary need by \$60,000.

Discussion:

The Board of Police Commissioners approved increasing the employer contribution of dependent health coverage from 50 percent to 75 percent to mirror coverage offered to employees of Village Fire Department. It is estimated that if the current rate of coverage increases by 15% during the bidding process conducted in January 2022, it will have a budgetary impact of \$60,000.

Recommendation:

Staff recommends that we move forward with increasing the FY 2022 Adopted budget by \$60,000, resulting in additional \$20,000 appropriation from each Village. Any surplus determined after the completion of the annual audit will be returned to the respective Villages.

Memorial Villages Police Department

FY22 ADOPTED BUDGET

GENERAL FUND		
Acct. No	Category	2022 ADOPTED
100		
100	Salaries	3,785,751
110	Overtime	125,000
115	Court/Bailiff	10,000
120	Retirement	459,268
125	475b contribution	62,870
130	Health Insurance	565,314
140	Workers Compensation - TML	75,000
150	Life/LTD	21,982
160	Medicare	56,911
	TOTAL PERSONNEL/BENEFITS	5,162,098
200		
	TML INTERGOVERNMENTAL RISK POOL	
200	Auto	27,500
210	General Liability	400
220	Public Official Bond	900
230	Professional Liability	21,000
240	Real & Personal Property	9,600
	TOTAL OTHER INSURANCE	59,400
300		
300	Gas and Oil	81,000
310	Fleet maintenance	40,000
320	Tires	7,000
	Damage Repair	10,000
	TOTAL FLEET MAINTENANCE	138,000
400		
400	General/Building Maintenance	30,000
410	Janitorial Services	21,000
420	Jail	1,000
430	Building Furnishings	15,000
	TOTAL BUILDING	67,000
500		
500	Computers	13,000
510	Postage/postage machine	1,300
520	Office Supplies	15,000
530	Bank/Finance Service Chgs	550
540	Payroll Services	17,900
	TOTAL OFFICE	47,750

Memorial Villages Police Department FY22 ADOPTED BUDGET

600		
600	Telephone	40,606
610	Electric	20,000
620	Water/Sewer	5,500
630	Natural Gas	600
	TOTAL UTILITIES	66,706
700		
700	Equipment Maint. Contracts	135,950
710	SETCIC fees	3,600
720	Legal/Professional	80,660
730	IT Services	102,050
740	Software Maintenance Contracts	59,200
	TOTAL CONTRACTS/SERVICES	381,460
800		
800	Accreditation	1,200
810	Uniforms	30,500
820	Radio parts and labor	33,036
830	Firearms Trng and Ammo	6,500
	Tasers	15,000

GENERAL FUND CONTINUED

Acct. No	Category	2022 ADOPTED
840	Training & Prof. Dues	58,000
850	<i>Travel</i>	7,000
860	<i>Recruiting Costs</i>	5,000
870	Criminal Investigations (CID)	3,500
880	Contingency - Miscellaneous	25,000
892	Small Equipment	14,100
	COVID expenditures	
	TOTAL OPERATIONS	198,836
	TOTAL M&O	6,121,250

OTHER FUNDS

Acct. No	Category	2022 ADOPTED
1000		
1000	Auto Replacement	160,000
	Rifle Locking System	
	AEDs	
	TOTAL VEHICLE REPLACEMENT	160,000

Memorial Villages Police Department FY22 ADOPTED BUDGET

2000		
	2880 Capital Projects Contingency	
	Radar message board	
	12TB Dato and Replacement Server	18,000
	TOTAL SPECIALCAPITAL ASSETS	18,000
	TOTAL OTHER FUNDS	178,000

	Category	2022 ADOPTED
	GENERAL FUND	6,121,250
	OTHER FUNDS	178,000
	COMBINED TOTALS	6,299,250

Memorial Villages Police Department

FY22 AMENDMENT PROPOSAL

GENERAL FUND		
Acct. No	Category	2022 AMENDED REQUEST
100		
100	Salaries	3,785,751
110	Overtime	125,000
115	Court/Bailiff	10,000
120	Retirement	459,268
125	475b contribution	62,870
130	Health Insurance	625,314
140	Workers Compensation - TML	75,000
150	Life/LTD	21,982
160	Medicare	56,911
	TOTAL PERSONNEL/BENEFITS	5,222,098
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	TML INTERGOVERNMENTAL RISK POOL	
200	Auto	27,500
210	General Liability	400
220	Public Official Bond	900
230	Professional Liability	21,000
240	Real & Personal Property	9,600
	TOTAL OTHER INSURANCE	59,400
300		
300	Gas and Oil	81,000
310	Fleet maintenance	40,000
320	Tires	7,000
	Damage Repair	10,000
	TOTAL FLEET MAINTENANCE	138,000
400		
400	General/Building Maintenance	30,000
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Memorial Villages Police Department FY22 AMENDMENT PROPOSAL

600		
	600 Telephone	40,606
	610 Electric	20,000
	620 Water/Sewer	5,500
	630 Natural Gas	600
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	700 Equipment Maint. Contracts	135,950
	710 SETCIC fees	3,600
	720 Legal/Professional	80,660
	730 IT Services	102,050
	740 Software Maintenance Contracts	59,200
	TOTAL CONTRACTS/SERVICES	381,460
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	800 Accreditation	1,200
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	Tasers	15,000

GENERAL FUND CONTINUED

Acct. No	Category	2022 AMENDED REQUEST
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860	<i>Recruiting Costs</i>	5,000
870	Criminal Investigations (CID)	3,500
880	Contingency - Miscellaneous	25,000
892	Small Equipment	14,100
	COVID expenditures	
	TOTAL OPERATIONS	198,836
	TOTAL M&O	6,181,250

OTHER FUNDS

Acct. No	Category	2022 AMENDED REQUEST
1000		
1000	Auto Replacement	160,000
	Rifle Locking System	
	AEDs	
	TOTAL VEHICLE REPLACEMENT	160,000

Memorial Villages Police Department FY22 AMENDMENT PROPOSAL

2000		
	2880 Capital Projects Contingency	
	Radar message board	
	12TB Dato and Replacement Server	18,000
	TOTAL SPECIALCAPITAL ASSETS	18,000
	TOTAL OTHER FUNDS	178,000

Category	2022 AMENDED REQUEST
GENERAL FUND	6,181,250
OTHER FUNDS	178,000
COMBINED TOTALS	6,359,250

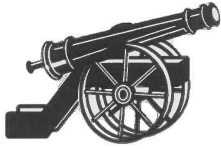


FY22 Budget Amendment

Requesting an amendment to the FY22 of \$60,000 to line item 130 (Health Insurance)

- This will allow the department to provide healthcare using an HSA Health Plan at a 75/25 coverage cost split of the dependent premiums with the employee
- Align our benefit options similar to neighboring sister agencies
- Allow the MVPD to remain competitive with other agencies in hiring and retention of employees
- Address one of the top concerns of employees and their families – The cost of Healthcare

Note: It is projected that MVPD will return approximately \$274,000 to the cities for the current fiscal year.



CITY OF BUNKER HILL VILLAGE

CITY COUNCIL

Agenda Request

Agenda Date: November 16, 2021

Agenda Item No: VI

Subject/Proceeding: FIRE COMMISSION LIAISON REPORT

Exhibits: October Monthly Report
Letter from Chief Foster

Clearance: Karen Glynn, City Administrator

Executive Summary

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

- A. Update on Activities
- B. Renovation of Fire Station, Move In and Expected Final Completion
- C. Consideration and Possible Action on Implementation of Agreements Including Escrow Payment of \$74,556 for Employee Post Retirement Liability
- D. Review and Discussion on Dispatch Responses
- E. Deadline for Decision Regarding the Village Fire Department

The City's Liaison will present these items. Please see below regarding Item C.

Item C:

In accordance with execution of the 2019 Fire Agreements, Bunker Hill is responsible for the Annual Escrow Payment for Employee Post Retirement Liability as calculated each year. This was paid last year from the City's Emergency Reserve Fund. It is recommended that the City utilize these funds for the payment again in 2021. The payment will be made in December 2021. The 2019 and 2020 payments were \$74,556. The Fire Chief has confirmed the amount due for 2021 remains the same. This is the last payment per the agreement. The City's decision must be made by May 1, 2022.

This item authorizes staff to make the annual payment.

VFD Incidents thru October 2021

1	Total Number of YTD Incidents 2021										Life Threatening (LT) Fire Incidents		Life Threatening (LT) Fire Incidents		Life Threatening (LT) Fire Incidents		Life Threatening (LT) Fire Incidents	
	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	Fire	EMS	Total	# LT EMS	Natl Stand. 6:30 1st Resp. Time	of 90%	Natl. Stand 10:30 ALS Resp Time	of 90%	# LT Fire	Natl Stand. 6:50 Response Time	of 90%	Fire	EMS	Fire Alarms	% of Fire Calls			
Bunker Hill Village	208	101	309	41	3:56	100%	6:16	100%	12	4:51	100%	67%	33%	97	47%			
Hedwig Village	179	200	379	117	3:20	100%	3:22	100%	28	3:21	100%	47%	53%	83	46%			
Hilshire Village	29	44	73	24	2:54	100%	5:02	100%	4	4:16	100%	40%	60%	10	0%			
Hunters Creek Village	359	165	524	69	3:58	100%	5:38	100%	31	5:24	100%	69%	31%	160	45%			
Piney Point Village	254	123	377	51	4:21	100%	5:18	100%	20	5:24	100%	67%	33%	118	46%			
Spring Valley Village	231	168	399	79	2:48	100%	4:05	100%	23	4:07	100%	58%	42%	64	28%			
Houston	94	0	94															
Totals	1354	801	2155	381	3:33	100%	4:57	100%	118	4:34	100%	63%	37%	532	35%			

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

Column 1: Reflects the cities listed within the chart.

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

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

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

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

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

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

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

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

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

Column 11: Reflects the National Standard of the percentage of calls which the ALS standard should be met: 90%

Column 12: Reflects the year to date, percentage of calls, which the national standards is met of ALS response for each jurisdiction.

Column 13: Reflects the year to date, number of life threatening "Fire Type" calls within each jurisdiction.

Column 14: Reflects the year to date, average total response time to fire type calls which meet or exceed the National Standard.

Column 15: Reflects the year to date, percentage of calls which are "fire type" calls.

Column 16: Reflects the year to date, percentage of call which are "EMS" calls.

Column 17: Reflects the year to date number of Fire Alarms within each jurisdiction.

Column 18: Reflects the percentage of fire type calls which are fire alarms.

Village Fire Department



901 Corbindale Rd
Houston, Texas 77024
(713) 468-7941
(713) 468-5039 FAX

Protecting and Serving the Cities of:

BUNKER HILL VILLAGE
HEDWIG VILLAGE
HILSHIRE VILLAGE
HUNTERS CREEK VILLAGE
PINEY POINT VILLAGE
SPRING VALLEY VILLAGE

November 11, 2021

Karen Glynn

City Administrator

City of Bunker Hill Village

11977 Memorial Drive

Houston, Texas 77024

Subject: Post Retirement Liability

For the 2022 budget year, there are no increases in the Village Fire Department Employee Post-Retirement Liability.

Please feel free to contact me if you have any questions.

Respectfully,

A handwritten signature in black ink that reads 'David Foster'.

David Foster, EFO

Fire Chief

ORDINANCE NO. 21-562

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, and October 19, 2021, 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 seventy-five (75) 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 75 days from the date of this ordinance or unless terminated or modified by earlier ordinance of the City.

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

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

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

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

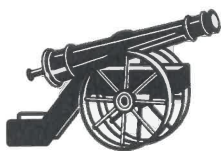
Section 7. This ordinance shall take effect immediately upon its approval.

PASSED, APPROVED AND ORDAINED on this 16th day of November 2021.

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: November 16, 2021
Agenda Item Number: VII – B&C
Subject/Proceeding: Mayor’s Report
Appointments & Assignments
Exhibits: Resume for Kelly Benavides and Robert Galego
Approval(s): Karen Glynn

Executive Summary

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

In June 2021, there were several appointments made for a 6-month timeframe:

Planning & Zoning Commission

Jean Krivan asked to step down but was willing to serve the next six months as we worked to fill her vacancy. Paul Reinbolt has offered to fill this position. Mr. Reinbolt currently serves on the Drainage Committee.

Municipal Court

Judge Moerer submitted his letter of resignation effective January 1, 2022. In addition, Prosecutor Stanley Topek has also shared that he would like to step down from his assignment. Given the current number of dockets, Staff recommends one Associate Judge and one Associate Prosecutor.

Judge Kelly Benavides will also serve as the City’s On-Call Magistrate.

The following summarizes appointments recommended by the Mayor for Municipal Court:

Municipal Court	
PROPOSED APPOINTMENTS:	
Municipal Judge & Magistrate:	Kelly Benavides (<i>Served as Associate Judge since 2018</i>)
Associate Judge:	Brian Chandler (<i>Served as Associate Judge since 2008</i>)
Prosecutor:	Christopher Gore (<i>Served as Associate Prosecutor since 2015</i>)
Associate Prosecutor:	Robert Galego

Attached are resumes for Kelly Benavides and Robert Galego as these are new appointments/responsibilities. Brian Chandler and Christopher Gore have been serving in these positions over the years.

KELLY D. BENAVIDES
119 Northwood
Houston, Texas 77009
(713) 240-3741

EDUCATION: Thurgood Marshall School of Law
Houston, Texas
J.D. 1996
Class Standing: Approximately Top Third
Honors: Dean's List Fall 1995; Who's Who: American Law Students, 15th Edition

University of Houston - Clear Lake
Houston, Texas
B.S., Behavioral Science, 1993
GPA: 3.0/4.0

EMPLOYMENT:

September 2006
to present **City of Spring Valley**
Spring Valley, Texas
Associate Municipal Court Judge
Preside over all cases filed in the City of Spring Valley Municipal Courts, including trials, pre-trial hearings, and arraignment dockets.

September 2003
to present **City of Baytown**
Baytown, Texas
Associate Municipal Court Judge
Preside over all cases filed in the City of Baytown Municipal Courts, including trials, pre-trial hearings, and jail dockets as well as magistrate duties. Review and sign search warrants when needed. Conduct red light camera hearings.

August 2002
to present **Benavides Law Firm**
Houston, Texas
Attorney
Criminal defense from class C violations to felony level in Harris and surrounding counties.

October 1997
to August 2002 **City of Houston Legal Department**
Houston, Texas
Assistant City Attorney
Prosecute all class C Misdemeanors under the penal, traffic and city code. Assist in the drafting of new complaints. Intake and filing of new violations.

BAR ADMISSION State Bar of Texas, 1996; Texas Municipal Courts Association

SKILLS: Bilingual, Westlaw, Lexis, Microsoft Works, WordPerfect, Incode Software.

REFERENCES: Available upon request.

(832) 462-4676

robertgallego8@gmail.com

EDUCATION

Thurgood Marshall School of Law
GPA: 3.72
Class Rank: 3 out of 147
Summa Cum Laude

August 2007-May 2010
Houston, Texas

University of Houston-Main Campus
B.B.A Accounting
Minor: Latin American Studies
Accounting GPA: 4.0
Overall GPA: 3.89
Summa Cum Laude

Summer 2004-May 2007
Houston, Texas

EXPERIENCE

Law Office of Robert Gallego

- Law firm specializing in Criminal defense and traffic ticket defense
- Worked on felony and misdemeanor cases around the State of Texas, mainly in Harris County, all the way through Jury Trial
- Handled traffic ticket defense around the State of Texas, mainly in the Houston/ Harris County area, all the way through Jury Trial

November 2010 - Present
Lawyer/ Owner

Harris County District Attorney's Office

- Assigned to work with a team of prosecutors in County Criminal Court at Law #4 Judge James Anderson
- Researched case law, prepared cases for trial, subpoenaed and called witnesses, filed motions, screened DWI videos

May 2009-August 2009
Houston, Texas
Summer Intern

Law Offices of Richard Gallego

- Worked on personal injury files by drafting letters and motions
- Managed Accounts Receivable and Income Records for taxes

May 2008– August 2008
Houston, Texas

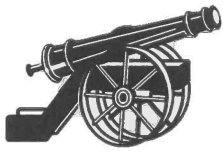
St. Patrick's Federal Credit Union

- Assisted in preparing records for merger with Houston Teamsters Credit Union

May 2003-Dec. 2005
Houston, Texas

Skills

- Communication in English and Spanish
- All Microsoft Office programs, Word, Excel



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: November 16, 2021

Agenda Item No: IX

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO INCREASE THE CITY'S EMPLOYEE HEALTH INSURANCE BENEFITS TO COVER 75% FOR DEPENDENT CARE AND TO DIRECT CITY STAFF TO SUBMIT AN AMENDMENT TO THE CITY'S 2022 BUDGET TO REFLECT THIS INCREASE

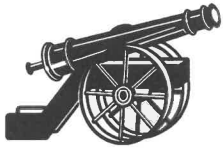
Exhibits: N/A

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

Executive Summary

The City partners with the Memorial Villages Police Department for Employee Insurance Coverage, contracting for Health, Vision, and Dental Insurance. As noted in Item V-B, the Police Department has requested an increase for dependent coverage.

This item gives the Council the opportunity to consider this request for City Employees as well.



CITY OF BUNKER HILL VILLAGE

CITY COUNCIL

Agenda Request

Agenda Date: November 16, 2021

Agenda Item No: X & XI

Subject/Proceeding: PRESENTATION ON PRIMARY PROJECT DELIVERY OPTIONS FOR DESIGN AND CONSTRUCTION OF THE CITY'S PUBLIC WORKS AND DISASTER OPERATIONS BUILDING

CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION NO. 11-16-2021 C TO PROCEED WITH THE DESIGN AND CONSTRUCTION OF THE CITY'S PUBLIC WORKS AND DISASTER OPERATIONS BUILDING

Exhibits: Presentation on Delivery Options
Resolution No. 11-16-2021 C

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

Executive Summary

In September 2021, the City Council approved the final design contract with PGAL Architects for the City's Public Works and Disaster Operations Building. Jeff Gerber with PGAL has been working with staff on the planning efforts for the project. Mr. Gerber shared various means of proceeding with the final design and ultimately with construction, taking into account the uncertainties with current construction costs and acquisition of materials.

Mr. Gerber will be sharing the attached presentation with the Council outlining the various delivery methods that other cities have been utilizing:

- Design – Bid – Build
- Competitive Sealed Proposal
- Construction Management at Risk

Mr. Gerber and Staff are recommending the City Council consider the Construction Management at Risk Option for the design and construction of the building. This allows the City to select a contractor through a competitive process upfront. The contractor knows and understands the budget and timeframe. The contractor then works with the City and the Architect during the design phase and provides input into constructability, provides value engineering and assists with scheduling. Should the City determine, during the design process, that the project should not proceed with the selected contractor, the contract can be cancelled and the project proceed as the normal "design-bid-build" approach.

This process would be a change from the traditional design – bid – build method and therefore, would need Council's authorization via a resolution.

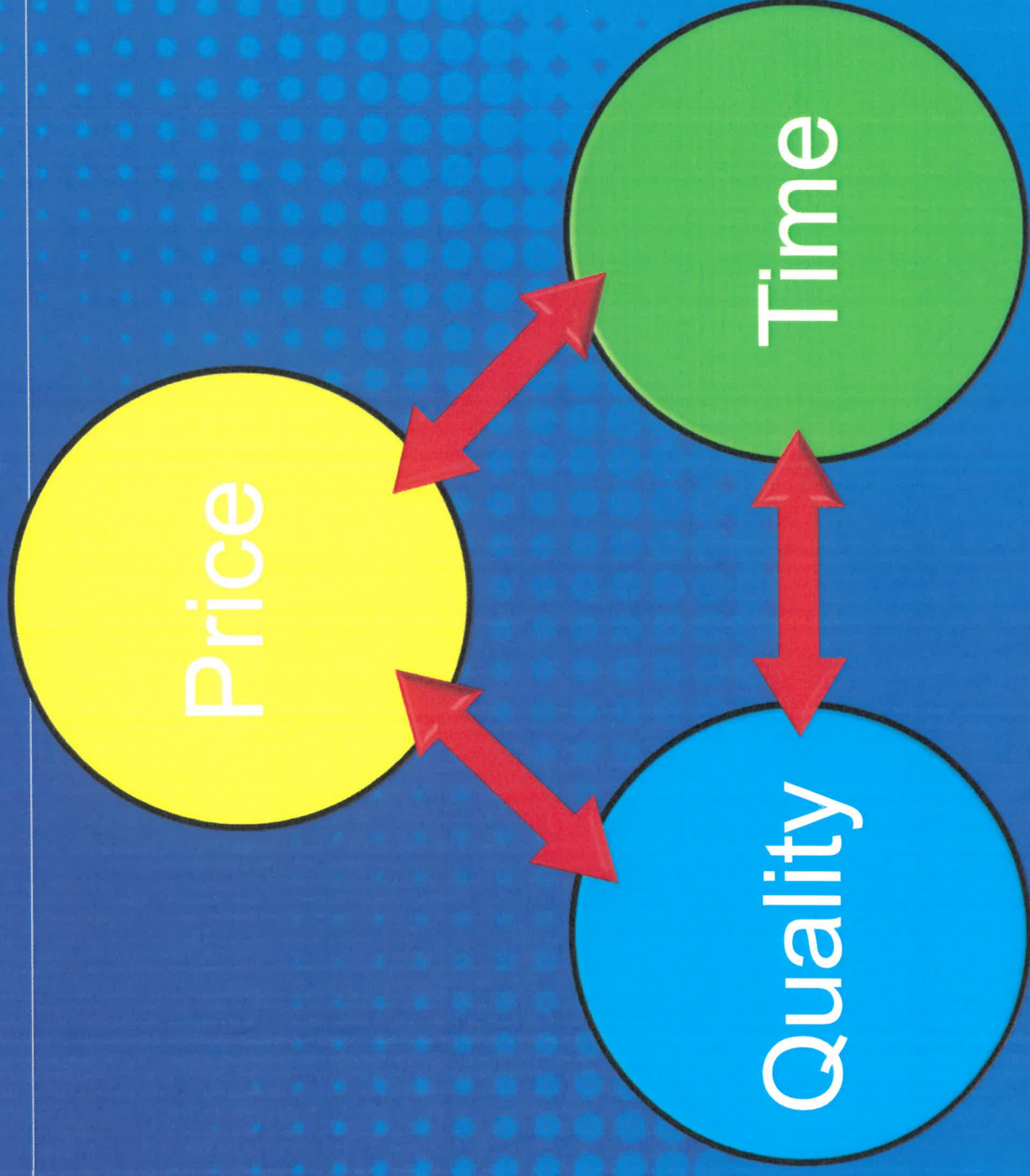


Primary Project Delivery Options

PHL

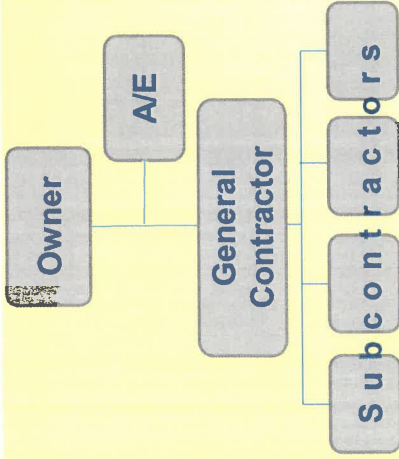
- Design-Bid-Build
- Competitive Sealed Proposal
- Construction Management at Risk
(CM at Risk)

Delivery Method Factors



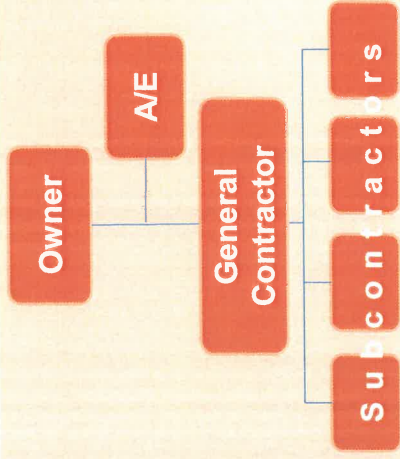
PROJECT DELIVERY METHODS

PG&L



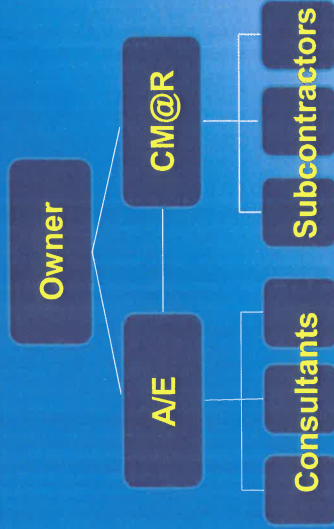
Design-Bid-Build

- Traditional, well-known and understood
- Simple procurement process – low bid/best value
- Defined scope
- Simple, uncomplicated projects that are not schedule-driven and not subject to change



Competitive Sealed Proposal

- Similar to Design-Bid-Build
- Selection based on qualifications as well as price
- Takes advantage of competitive bid market, but avoids unqualified open bidders
- Can provide local bid preference, if desired
- Ideal for straight forward projects

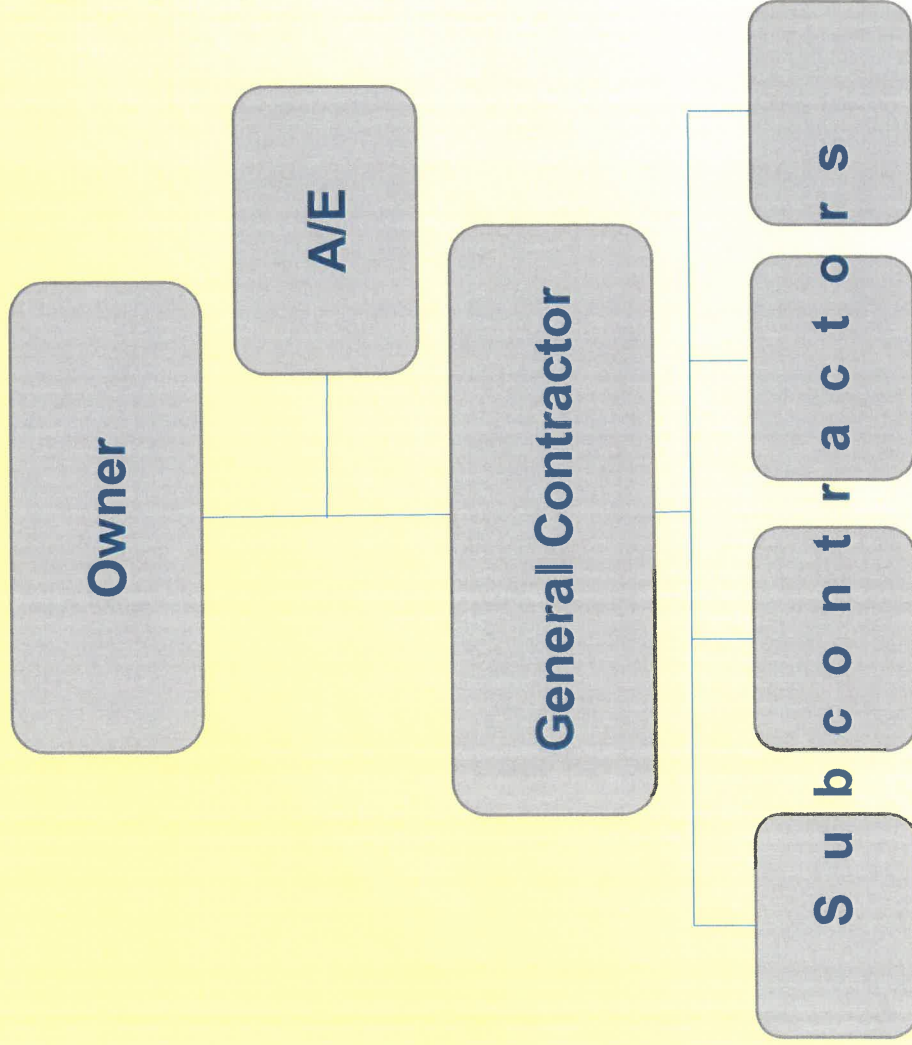


CM at Risk

- Qualifications-based selection
- CM at Risk holds trade contracts/performance risk
- Fosters team collaboration
- Fast-track with overlap of design and construction
- Minimizes errors/omissions, change orders, warranty issues and claims

PROJECT DELIVERY METHODS

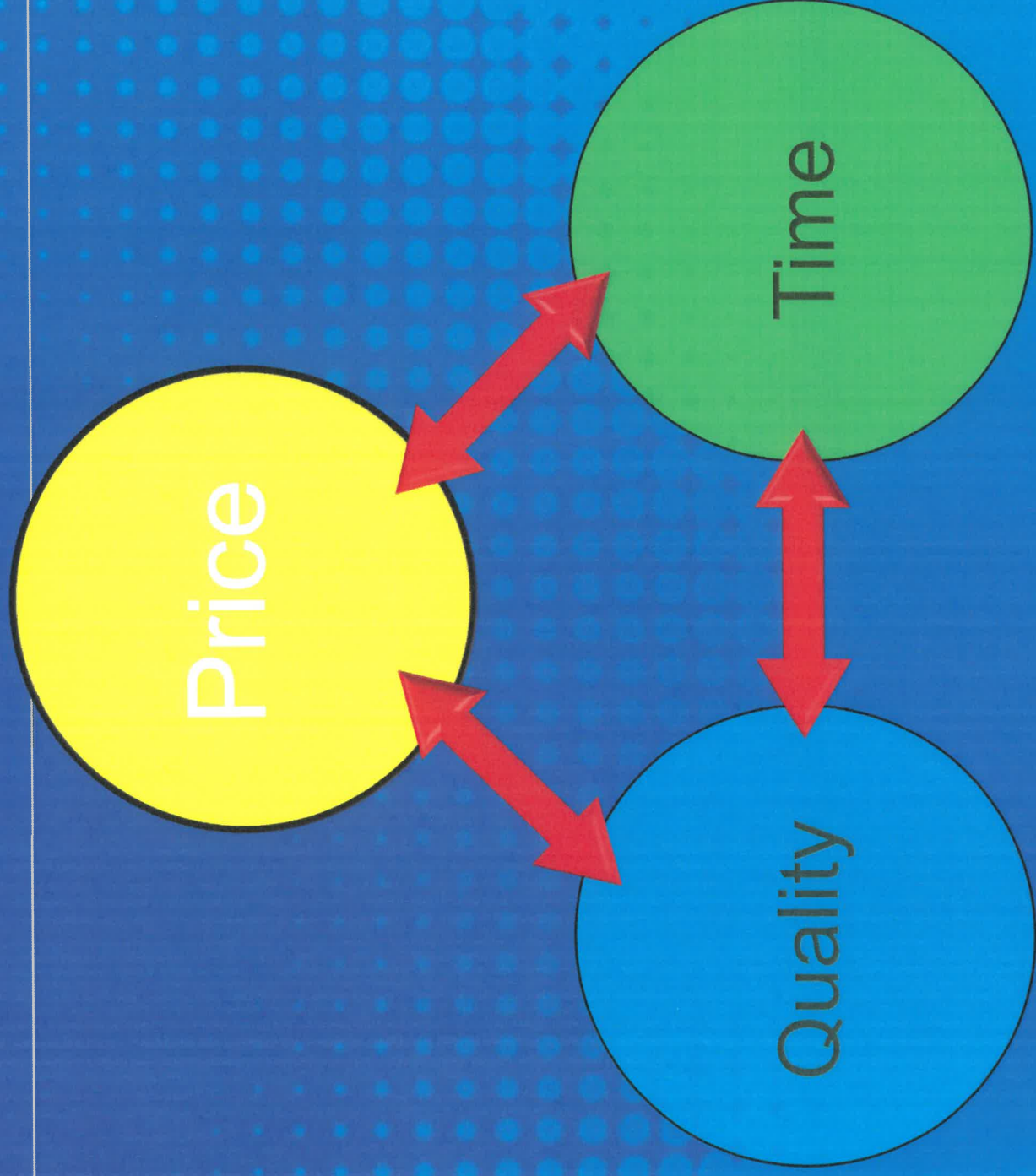
PG&AL



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Design-Bid-Build



Design-Bid-Build

PG&A



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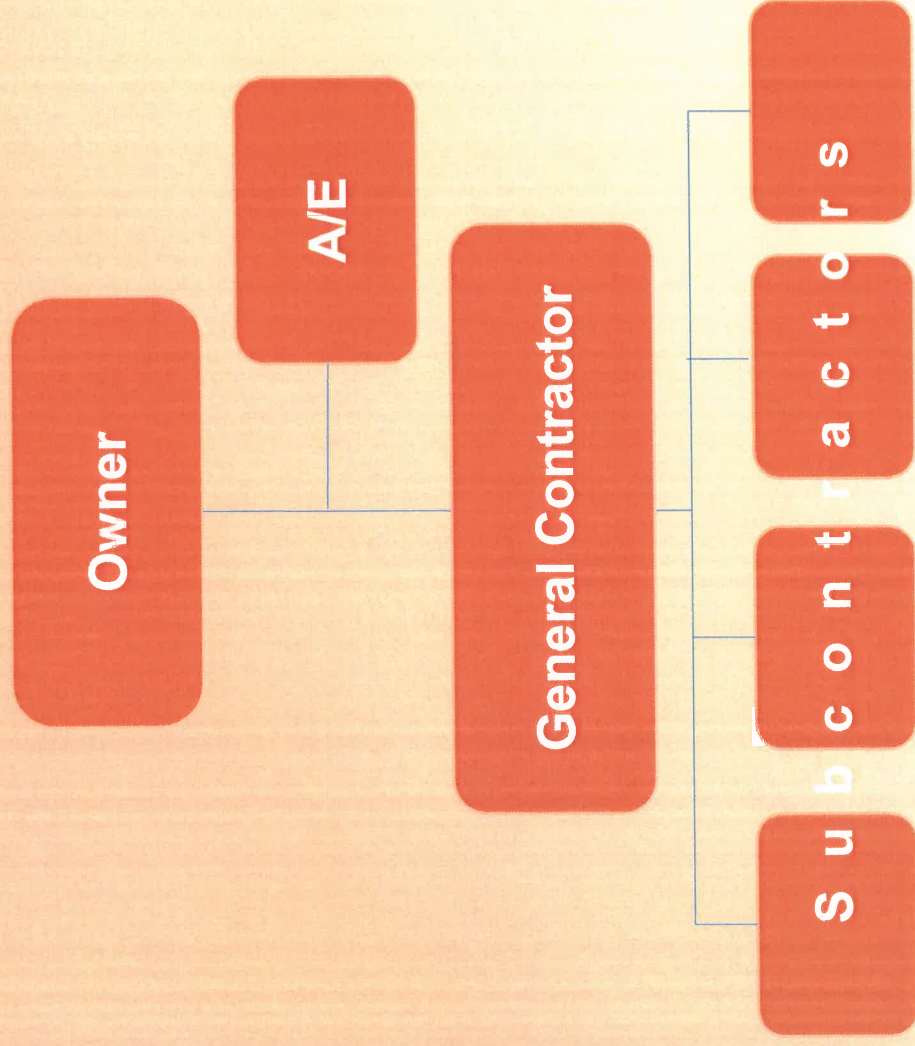
PROS

- Will attract most bidders
- Will usually result in lowest bid
- Minimal documentation
- Most effective in slow market

CONS

- Not all bidders will be qualified
- Bids may not be complete
- Process is not transparent
- Least effective in hot market

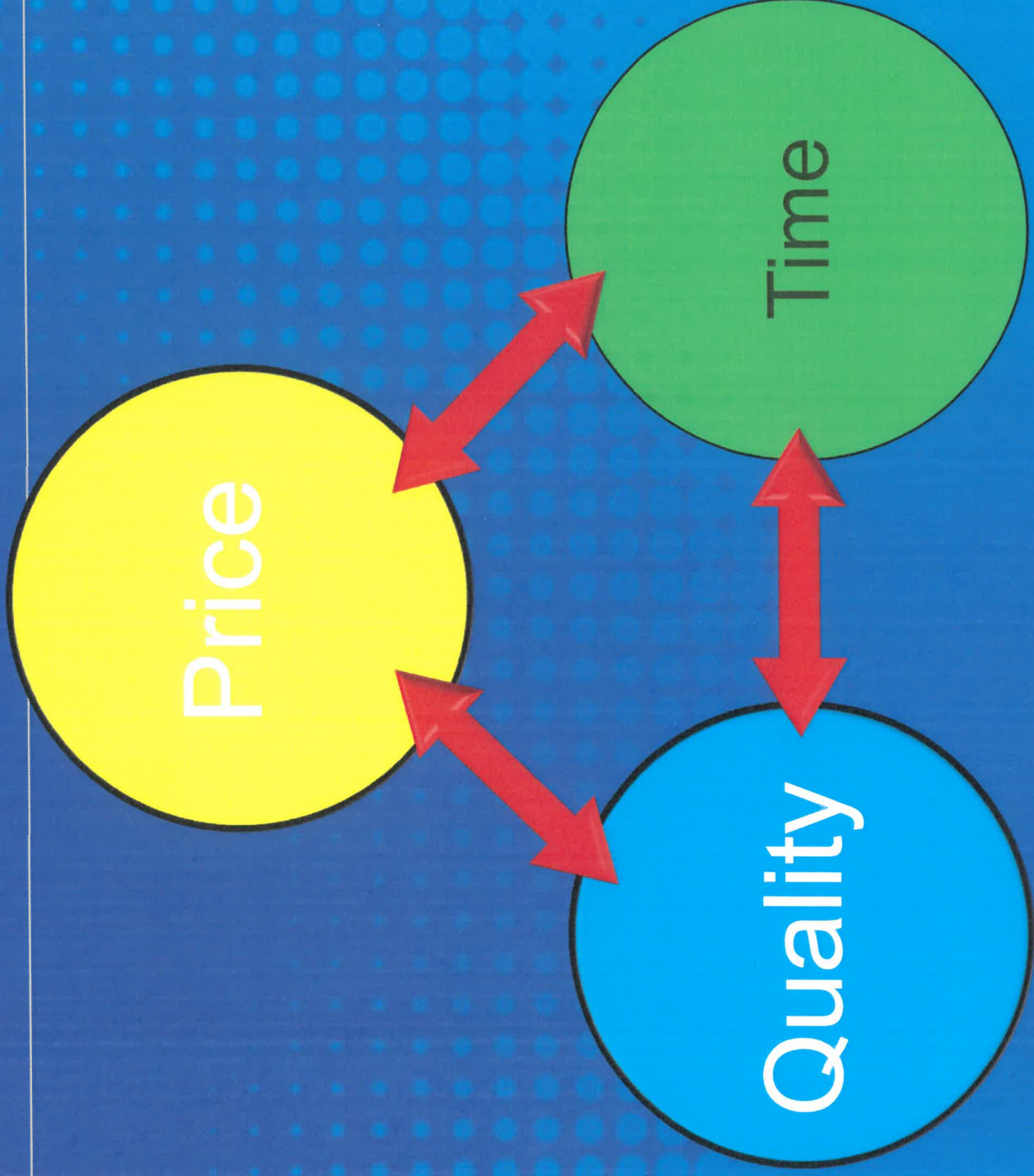
PROJECT DELIVERY METHODS



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- Similar to Design-Bid-Build
- Selection based on qualifications as well as price
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- Can provide local bid preference, if desired
- Ideal for straight forward projects

Competitive Sealed Proposal



Competitive Sealed Proposal P&I



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PROS

- Will attract all types of bidders
- Can target bidder type
- Can include local incentive

CONS

- Price is not transparent
- Requires involvement of Owner in evaluation

PROJECT DELIVERY METHODS

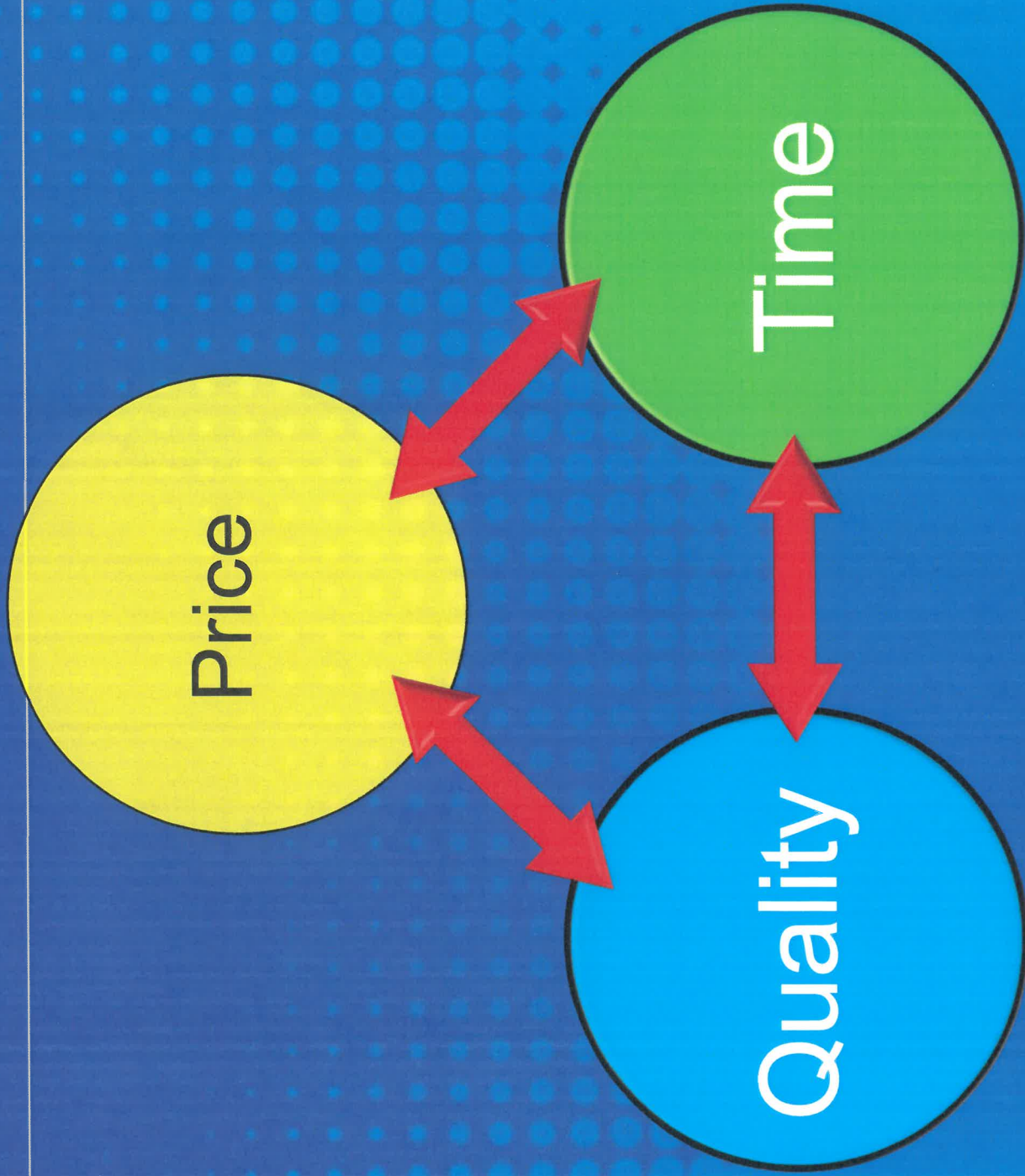
PG&M



CM at Risk

- Qualifications-based selection
- CM at Risk holds trade contracts/performance risk
- Fosters team collaboration
- Fast-track with overlap of design and construction
- Minimizes errors/omissions, change orders, warranty issues and claims

CM at Risk



CM at Risk

PG&L



PROS

- Will attract highest quality bidders
- Can rebid trade bids
- Most transparent method
- Can customize selection criteria
- Can result in highest quality
- Establishes a Guaranteed Maximum Price
- Can accommodate OPCI



CONS

- Results in highest amount of documentation
- Not all CM at RISK are the same
- Not all CM at RISK are set up to take advantage of process

ADVANTAGES OF CMAR PROCESS

PG&A



Process Characteristics

- Selection of CMAR in competitive process
- Qualifications based selection
- Criteria can be customized for each project
- Fees and GC's can be part of selection criteria

ADVANTAGES OF CMAR PROCESS

PAAL



Design Phase

- Cost estimates during design phase
- Constructability reviews
- Local bidder recruitment

ADVANTAGES OF CMAR PROCESS

CMAR



Bid Phase

- Fast track bid packages possible
- Selection of best value subcontractors
- Open competitive bid process
- Rebid of specific trades is possible
- Guaranteed Maximum Price
- Savings returned to City
- Can utilize the state purchasing contracts

ADVANTAGES OF CMAR PROCESS

PG&A



Construction Phase

- Open book accounting
- Can add and delete scope at true cost

SELECTION OF CMAR

PG&AL



Recommendation

- Bring on CMAR in schematic design phase
- Criteria for selection:
 - Company History and Experience
 - Project Personnel Experience
 - Financial Stability
 - Safety
 - Project Understanding and Approach
 - References
 - Fees and General Conditions

RESOLUTION NO. 11-16-2021 C

A RESOLUTION OF THE CITY COUNCIL OF BUNKER HILL VILLAGE, TEXAS, APPROVING THE CONSTRUCTION MANAGER-AT-RISK PROCESS FOR CONSTRUCTION OF THE NEW PUBLIC WORKS AND DISASTER OPERATIONS BUILDING.

* * * * *

WHEREAS, the City of Bunker Hill Village (“City”) desires to contract for the construction of a new Public Works and Disaster Operations Building; and

WHEREAS, the City desires to use the Construction Manager-at-Risk process pursuant to Chapter 2269 of the Texas Government Code for the construction of the Public Works and Disaster Operations Building; now, therefore,

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

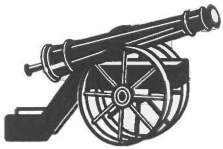
Section 1. That the City Council of the City of Bunker Hill Village, Texas hereby elects to use the Construction Manager-at-Risk process pursuant to Chapter 2269 of the Texas Government Code for constructing its new Public Works and Disaster Operations Building.

PASSED, APPROVED, AND RESOLVED this 16th day of November, 2021.

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: November 16, 2021

Agenda Item No: XII

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION ON VARIOUS ITEMS FOR THE JOINT PROJECT DEVELOPMENT, GRANT APPLICATION, DESIGN AND RECONSTRUCTION OF MEMORIAL DRIVE AND GESSNER ROAD**

Exhibits: Interlocal Agreement
Agreements:
Goodman Corporation
Gauge Engineering
RPS

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

Budget: Funding needs were projected in the 2022 Budget and the 2021 Budget Amendment for *Gessner Northbound & Memorial – AFA, Design and Construction*

Executive Summary

Over the last 5 plus years, the City Council proceeded with several actions to address the pedestrian safety concerns at the intersection of Memorial Drive and Gessner Road in addition to pursuing the reconstruction of Memorial Drive and a portion of Gessner Road. These actions resulted in a schematic layout and preliminary costs for improvements to Gessner Road and Memorial Drive to development a grant application for Federal Funding.

In 2018, the Memorial City Redevelopment Authority representing TIRZ 17 and the City of Bunker Hill approved an Interlocal Agreement and submitted a joint application to continue improvements from Tallowood and including the segments in Bunker Hill. At that time, Memorial Drive from Beltway 8 to Tallowood was approved for Federal Funding with the MCRA providing the 20% match. The Beltway 8 to Tallowood section is currently under construction. Unfortunately, the project from Tallowood to Gessner was not approved for funding in 2018.

The City has been made aware that another call for grant projects will be held in 2022. As a result, TIRZ 17 has approached the City to once again, submit the joint project.

An inter-local agreement is needed between the Memorial City Redevelopment Authority and Bunker Hill to move forward with the grant application process. This agreement includes the organizational items for the project and outlines the estimated costs and the pro-rata share for each entity. The agreement has been drafted and mirrors the terms of the agreement from 2018, editing the agreement regarding the final design and cost elements.

In addition, both entities will contract with the Goodman Corp. to develop the grant application and handle this process. A Contract with the Goodman Corporation for the City's Pro-Rata Share for the Development of the Grant Application is attached and recommended at \$ 15,500.00. The TIRZ portion for the grant submittal is \$34,500.00.

The Goodman Corp. has recommended that Bunker Hill again serve as the project "sponsor" since the City has never submitted a grant application before and since Bunker Hill is a municipality. In exchange for the City serving as sponsor, the MCRA has agreed to fund all costs incurred with the Goodman Corp (including Bunker Hill's share) to manage the project should the project be selected for funding. Bunker Hill and MCRA will provide oversight. In addition, the Goodman Corporation also recommended that the City and the TIRZ fund the final design for the project; therefore, the project would be considered "shovel ready." In addition, it is recommended that the TIRZ and the City utilize one engineering firm for the engineering design. Staff is recommending that the City contract with Gauge Engineering to serve in this role as Gauge has been the engineer for the project from the Beltway to Tallowood. RPS would develop and provide the drainage analysis and also provide oversight on the City's behalf.

In order to submit the grant application, the preliminary engineering needs to be updated based on current pricing and also the drainage criteria updates with ATLAS 14. As a result, the following contracts are also recommended for approval:

- A Contract with Gauge Engineering for the Preliminary Engineering for the City's Portion of Memorial Drive and Gessner Road in an amount not to exceed \$58,640.00
- A Contract with RPS for the Analysis of Drainage Infrastructure for the City's Portion of Memorial Drive and Gessner Road in an amount not to exceed \$10,500.00

Staff recommends approval of these various items. The City's Capital Projects and Financial Model includes \$100,000 in 2021 for the updates and grant application. Funding needs were projected in the 2022 Budget and the 2021 Budget Amendment. In addition, there is funding for design and for construction planned in the 5-Year Plan for 2023 and 2024. Utilities will be funded in the Utility Fund and are planned for 2023 and 2024 as well. These dates coincide with the grant process for actual construction.

At the October 26, 2021 Meeting for the Memorial City Redevelopment Authority, the Board voted to approve the agreement. The Board had previously contracted with the Goodman Corporation and Gauge Engineering for their portion of the project.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

INTERLOCAL AGREEMENT

This Interlocal Contract ("Agreement") is made and entered into and effective as of the ___ day of _____, 2021 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between, the **City of Bunker Hill Village**, (the "City"), a type A general-law municipality created pursuant to the laws of the state of Texas, and the **Memorial City Redevelopment Authority** (the "MCRA"), a Local Government Corporation created by the City of Houston to promote development and re-development of the area included in TIRZ 17, City of Houston, Texas.

RECITALS

WHEREAS, pursuant to the Act, the City and the MCRA are authorized to contract with eligible entities to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

WHEREAS, the Memorial City Redevelopment Authority (MCRA) has been awarded approximately \$13.7 million in Surface Transportation – Mobility funding for the reconstruction of Memorial Drive from Beltway 8 to Tallowood Road;

WHEREAS, the MCRA is interested in pursuing additional funding for a complementary project via a new grant application for the reconstruction of signalization, paving, sidewalks, landscaping, and sub-surface utilities, along approximately 2,320 linear feet of Memorial Drive, within the MCRA boundaries, from Tallowood Road to just east of Tealwood Drive (referred to herein as the "MCRA Project" and further illustrated on Exhibit A);

WHEREAS, the City is interested in partnering with the MCRA to further extend the reconstruction of signalization, paving, sidewalks, landscaping, and sub-surface utilities along approximately 1,500 linear feet of Memorial Drive, within City limits, from just east of Tealwood Drive to just east of Gessner Road (referred to herein as the "City Project" and further illustrated on Exhibit B). The City Project will include additional project components as identified further in Article I (Exhibit B);

WHEREAS, the MCRA Project and the City Project are referred to collectively as the "Project."

WHEREAS, the MCRA and City agree that the joint design and construction of the Project will create cohesive corridors for automobiles, pedestrians and cyclists and will give the combined project the best opportunity to compete for discretionary funding opportunities;

WHEREAS, the City and MCRA have determined they will develop a joint grant application for the Project in an upcoming Houston-Galveston Area Council (H-GAC) Call for Projects in order to pursue funds for the Project; and

WHEREAS, the MCRA and City agree that the project sponsor will be responsible (as defined in Article II) for project development and reporting requirements; for submitting the H-GAC TIP call for project application for discretionary funding; for initiating project design, executing an Advanced Funding Agreement with TxDOT; and for compliance with all local, state, and federal requirements.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the MCRA and City agree to the following terms, covenants, and conditions:

ARTICLE I PROJECT

The MCRA and the City hereby agree that the Project will contain the following components:

- The construction of the MCRA Project will integrate with the grant funded reconstruction project of Memorial Dr. between Beltway and Tallowood Rd. to include the following:
 - The full reconstruction (property line to property line) of Memorial Drive between Tallowood Road and just east of Tealwood Drive to include pavement, sidewalks, and subsurface utilities. The complete facility will be completed to City of Houston/TxDOT standards and will include a bike facility.
- The construction of the City Project will integrate with the proposed MCRA project to the west and include the following:
 - Reconstruction of Memorial Drive between just east of Tealwood Drive and just east of Gessner Road to include sub-surface utilities, drainage, pedestrian accommodations, and functional landscaping.
 - The reconstruction of the northbound lanes of Gessner between Memorial Drive and the southern City limits (to include additional storm water conveyance)
 - The construction of sidewalks along both sides of Gessner between Memorial Drive and the southern City limits in order to improve safe school access to Frostwood Elementary School.
 - The reconstruction of the intersection at Gessner and Memorial Drive.

ARTICLE II RESPONSIBILITY FOR SERVING AS PROJECT SPONSOR

As a component of the grant application process, the City is hereby designated as the project sponsor. The responsibilities of the project sponsor include, but are not limited to:

- Submitting the grant application to H-GAC under its name;
- Providing a letter of financial commitment for the project and obtaining a letter of financial commitment from the MCRA;
- Serving as the entity in charge of project reporting for TxDOT and H-GAC reporting processes;
- Entering into an Advance Funding Agreement (AFA) with TxDOT and adopting any TxDOT required policies;
- The adoption of TxDOT Disadvantaged Business Enterprise (DBE) goals;
- Contracting with the procured engineer;
- Participating in TxDOT design status update meetings and other required project functions;
- Coordinating with the MCRA to identify who is the ideal candidate to hold the construction contract. This could be: the City of Bunker Hill Village, the City of Houston, the Memorial City Redevelopment Authority, or TxDOT. This decision will require coordination between all entities and will be determined post-grant award. This agreement will be updated at that time to reflect roles and responsibilities related to the project management and letting process.

ARTICLE III PROPORTIONATE SHARES

The H-GAC funding grant application for the Project will reflect an approximate ratio of 80% federal funding and 20% local funding, with exceptions for local payment for federally ineligible items (sanitary and water). The parties will share the 20% local match commitment for the Project based upon each entities' proportionate share (the "Proportionate Share") of the final engineering cost estimates prepared for the grant application. The Proportionate Share will be a percentage derived from a fraction, the numerator of which is the eligible costs attributable to the individual party's project and the denominator of which is the total eligible Project cost.

The grant application will reflect each parties local match commitment based upon information contained within the engineers estimate included with the grant application. The engineers estimate will be approved by the City and the MCRA prior to inclusion in the grant application.

When the project is bid, the bid items will be separated by the City Project and the MCRA Project. The low bid price will serve as the new total cost and an updated Proportionate Share for the local match will be derived and applied based upon the actual costs. Costs that are ineligible for federal or state financial participation will be borne by the entity that is geographically or otherwise responsible for the costs.

Costs of construction change orders that relate to a single party's project will be paid in full by the jurisdiction in which the change order occurs. In the event that a change order occurs within the boundaries of both jurisdictions, the costs of the change order will be paid proportionately by each party according to the updated Proportionate Shares per the contract price.

ARTICLE IV DESIGN ENGINEERING

- Each entity will complete design for their own segment of the project with their own local funds. Each entity will hold an independent contract with the same individual engineering firm to complete the scope of work. Each entity is responsible for the 100% PS&E completion of their segment based on the schedule, mutually agreed upon, contained in the grant application.

ARTICLE V PROGRAM MANAGEMENT

The project partners agree that it will be necessary and beneficial to retain a Program Management firm to coordinate activities with TxDOT, the Houston-Galveston Area Council, and the Federal Highway Administration. The Program Manager will also provide support relative to the duties associated with project sponsorship and will complete project related National Environmental Policy Act (NEPA) documentation. The cost to retain the Program Management firm will be borne by the MCRA in exchange for the City serving as the project sponsor. The Project Management firm will be retained by the MCRA within sixty (60) days of a positive determination of grant funding.

ARTICLE VI TERM OF AGREEMENT

This Agreement will become effective upon execution by both parties and terminate upon the earlier of i) Project completion or ii) sixty (60) months from the effective date.

**ARTICLE VII
LIABILITY**

Section 1 - No Personal Liability of City. To the extent allowed by law the City's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 2 - No Personal Liability of the MCRA. To the extent allowed by law, the MCRA's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

ARTICLE VIII

This agreement may be cancelled at any time prior to the award of a construction contract for the project, by either party providing sixty (60) days written notice of intention to terminate. Written notice must be provided to the applicable party.

**ARTICLE IX
MISCELLANEOUS**

Section 1 - Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 2 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

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

The Memorial City Redevelopment Authority
c/o Hawes Hill and Associates LLP
PO Box 22167
Houston, TX 7727-2167

Section 3 - Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harris County, Texas.

Section 4 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision

hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 5 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the City and the MCRA or their successors and permitted assigns.

Section 6 - Exhibits. All Exhibits attached to this Agreement are incorporated by reference.

Section 7 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

Section 8 - Time is of the Essence. Time is of the essence in this Agreement.

Section 9 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

[EXECUTION PAGES FOLLOW]

CITY OF BUNKER HILL

By:
Date: _____

ATTEST:

**MEMORIAL CITY REDEVELOPMENT
AUTHORITY**

By:
Date: _____

ATTEST:

APPROVED AS TO FORM:

CITY OF HOUSTON, TEXAS

By _____
Name: _____
Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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- Submitting the grant application to H-GAC under its name;
- Providing a letter of financial commitment for the project and obtaining a letter of financial commitment from the MCRA;
- Serving as the entity in charge of project reporting for TxDOT and H-GAC reporting processes;
- Entering into an Advance Funding Agreement (AFA) with TxDOT and adopting any TxDOT required policies;
- ~~Initiating and leading a TxDOT procurement process for the required design services;~~
- The adoption of TxDOT Disadvantaged Business Enterprise (DBE) goals;
- Contracting with the procured engineer;
- ~~Paying the engineer and requesting cost share reimbursement from TxDOT as reflected in the original grant application and AFA;~~
- ~~Collecting the agreed upon cost share for design services from the MCRA;~~
- Participating in TxDOT design status update meetings and other required project functions;
- Coordinating with the MCRA to identify who is the ideal candidate to hold the construction contract. This could be: the City of Bunker Hill Village, the City of Houston, the Memorial City Redevelopment Authority, or TxDOT. This decision will require coordination between all entities and will be determined post-grant award. This agreement will be updated at that time to reflect roles and responsibilities related to the project management and letting process.
- ~~Paying TxDOT design and construction management fees and collecting the agreed upon cost shares from the project partner;~~
- ~~Paying TxDOT the agreed upon local share commitment for the construction contract at least 60 days prior to contract letting (based on the 100% cost estimate and adjusted based on the final low bid) and collecting the agreed upon cost share from the MCRA; and~~
- ~~Coordinating construction change orders with TxDOT, paying construction change orders, and collecting the agreed upon cost share from the MCRA.~~

ARTICLE III PROPORTIONATE SHARES

The H-GAC funding grant application for the Project will reflect an approximate ratio of 7580% federal funding and 205% local funding, ~~to with exceptions for~~ reflect local payment for federally ineligible items (sanitary and water). The parties will share the 20% local match commitment for the Project based upon each entities' proportionate share (the "Proportionate Share") of the final engineering cost estimates prepared for the grant application. The Proportionate Share will be a percentage derived from a fraction,

the numerator of which is the eligible costs attributable to the individual party's project and the denominator of which is the total eligible Project cost. ~~The current cost estimates reflect the following Proportionate Shares: \$5,871,338 (31%) for the City Project and \$12,956,066 (69%) for the MCRA Project, with a total estimated Project cost of \$18,827,404. This proportionate share will be used as the basis of the cost share for the engineering scope of work.~~

The grant application will reflect each parties local match commitment based upon information contained within the engineers estimate included with the grant application. The engineers estimate will be approved by the City and the MCRA prior to inclusion in the grant application. (Exhibit C). ~~This cost share agreement assumes the grant eligibility of the engineering component of the project. If it is determined that the engineering component of the project will not be eligible for the grant funding, the cost estimates in the grant application will be modified to reflect this change.~~

When the project is bid, the bid items will be separated by the City Project and the MCRA Project. The low bid price ~~(as affirmed by TxDOT)~~ will serve as the new total cost and an updated Proportionate Share for the local match will be derived and applied based upon the actual costs. Costs that are ineligible for federal or state financial participation will be borne by the entity that is geographically or otherwise responsible for the costs.

Costs of construction change orders that relate to a single party's project will be paid in full by the jurisdiction in which the change order occurs. In the event that a change order occurs within the boundaries of both jurisdictions, the costs of the change order will be paid proportionately by each party according to the updated Proportionate Shares per the contract price.

~~The maximum total financial outlay by the City and by the MCRA will be consistent with the "Local" amounts identified within Exhibit C.~~

ARTICLE IV DESIGN ENGINEERING

- ~~If the design is grant eligible and included within the grant application, the design engineering scope of work for the Project will be completed as one contract and will be included within the application for funding. The design engineering of the Project will include necessary environmental work, which may include a Phase I/II Environmental Site Assessment, National Environmental Policy Act (NEPA) review, and all local and TxDOT engineering approvals. All Project plans and specifications must be approved by all regulatory authorities with jurisdiction. Each entity will complete design for their own segment of the project with their own local funds. Each entity will hold an independent contract with the same individual engineering firm to complete the scope of work. Each entity is responsible for the 100% PS&E completion of their segment based on the schedule, mutually agreed upon, contained in the grant application.~~
- ~~If the design is not grant eligible and is not included within the grant application, each entity will hold an independent contract with one engineering firm to complete the scope of work.~~
- ~~Both MCRA and the City will provide representation for decision making regarding the procurement and selection of a professional engineering services firm or firms required to complete engineering, design, and the required environmental work for the Project. Participation in the form of a selection committee with representatives (up to four individuals from each entity) will facilitate review and evaluation of procurement documentation in order to mutually agree upon a selected firm or firms in order to complete the joint project~~
- ~~The Project engineer will make available such plans and specifications and an estimate of constructions costs to both parties for review and approval, which approval will not be unreasonably withheld. Each party will have 35 calendar days to review the same; should the parties not submit comments with in this time period, approval will be deemed granted. Any reasonable comments received will be accommodated if practicable in accord with sound engineering practices. The Project engineer will provide each party with one complete, executed set of approved plans and specifications.~~
- ~~Costs of the engineering design scope of work will be paid on the current Proportionate Share basis delineated in Article III and Exhibit C. The total cost may change based on the final negotiated cost with the selected engineer, however, the proportionate share will remain the same. The Project engineer will provide copies of invoices to each party with the Proportionate Share of each party separately enumerated.~~
- ~~The procurement process for the engineering phase, if included within the grant, must be approved by TxDOT.~~
- ~~If the design is included within the grant, the City, as the project sponsor, will submit an invoice to MCRA within 10 days of having received an invoice from the engineer. The MCRA will process and pay this invoice within 30 days. The invoice will be based upon the total value of each invoice from the engineer and the Proportionate Share outlined within Article III and Exhibit C.~~

**ARTICLE V
PROGRAM MANAGEMENT**

The project partners agree that it will be necessary and beneficial to retain a Program Management firm to coordinate activities with TxDOT, the Houston-Galveston Area Council, and the Federal Highway Administration. The Program Manager will also provide support relative to the duties associated with project sponsorship and will complete project related National Environmental Policy Act (NEPA) documentation. The cost to retain the Program Management firm will be borne by the MCRA in exchange for the City serving as the project sponsor. The Project Management firm will be retained by the MCRA within sixty (60) days of a positive determination of grant funding.

**ARTICLE VI
TERM OF AGREEMENT**

This Agreement will become effective upon execution by both parties and terminate upon the earlier of i) Project completion or ii) sixty (60) months from the effective date.

**ARTICLE VII
LIABILITY**

Section 1 - No Personal Liability of City. To the extent allowed by law the City's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 2 - No Personal Liability of the MCRA. To the extent allowed by law, the MCRA's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

ARTICLE VIII

This agreement may be cancelled at any time prior to the award of a construction contract for the project, by either party providing sixty (60) days written notice of intention to terminate. Written notice must be provided to the applicable party.

**ARTICLE IX
MISCELLANEOUS**

Section 1 - Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 2 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or

overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

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

The Memorial City Redevelopment Authority
c/o Hawes Hill and Associates LLP
PO Box 22167
Houston, TX 7727-2167

Section 3 - Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harris County, Texas.

Section 4 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 5 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the City and the MCRA or their successors and permitted assigns.

Section 6 - Exhibits. All Exhibits attached to this Agreement are incorporated by reference.

Section 7 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

Section 8 - Time is of the Essence. Time is of the essence in this Agreement.

Section 9 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

[EXECUTION PAGES FOLLOW]

CITY OF BUNKER HILL

By:
Date: _____

ATTEST:

**MEMORIAL CITY REDEVELOPMENT
AUTHORITY**

By:
Date: _____

ATTEST:

APPROVED AS TO FORM:

CITY OF HOUSTON, TEXAS

By _____
Name: _____
Title: _____

Date: _____

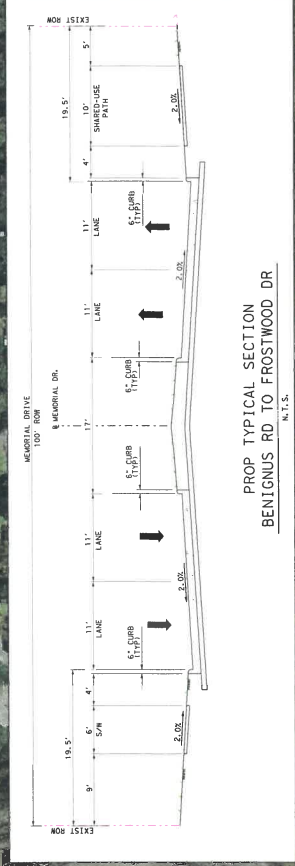
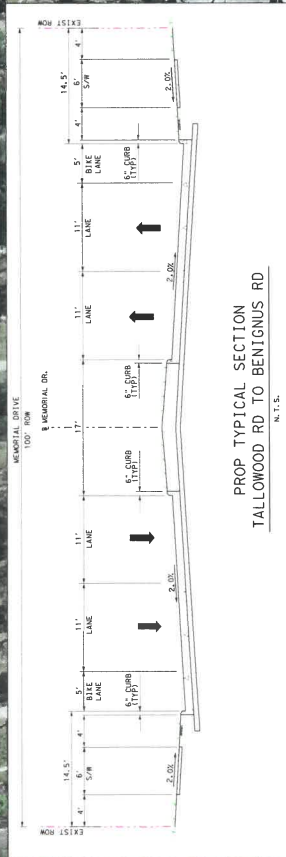
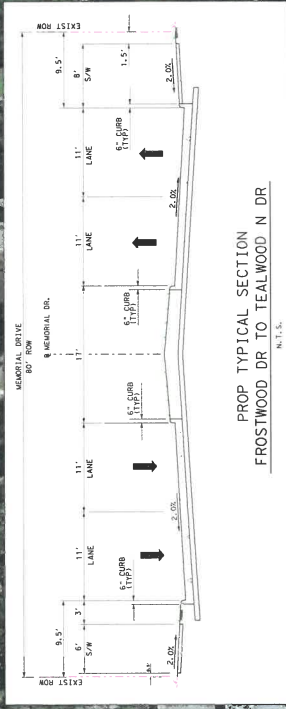
LEGEND

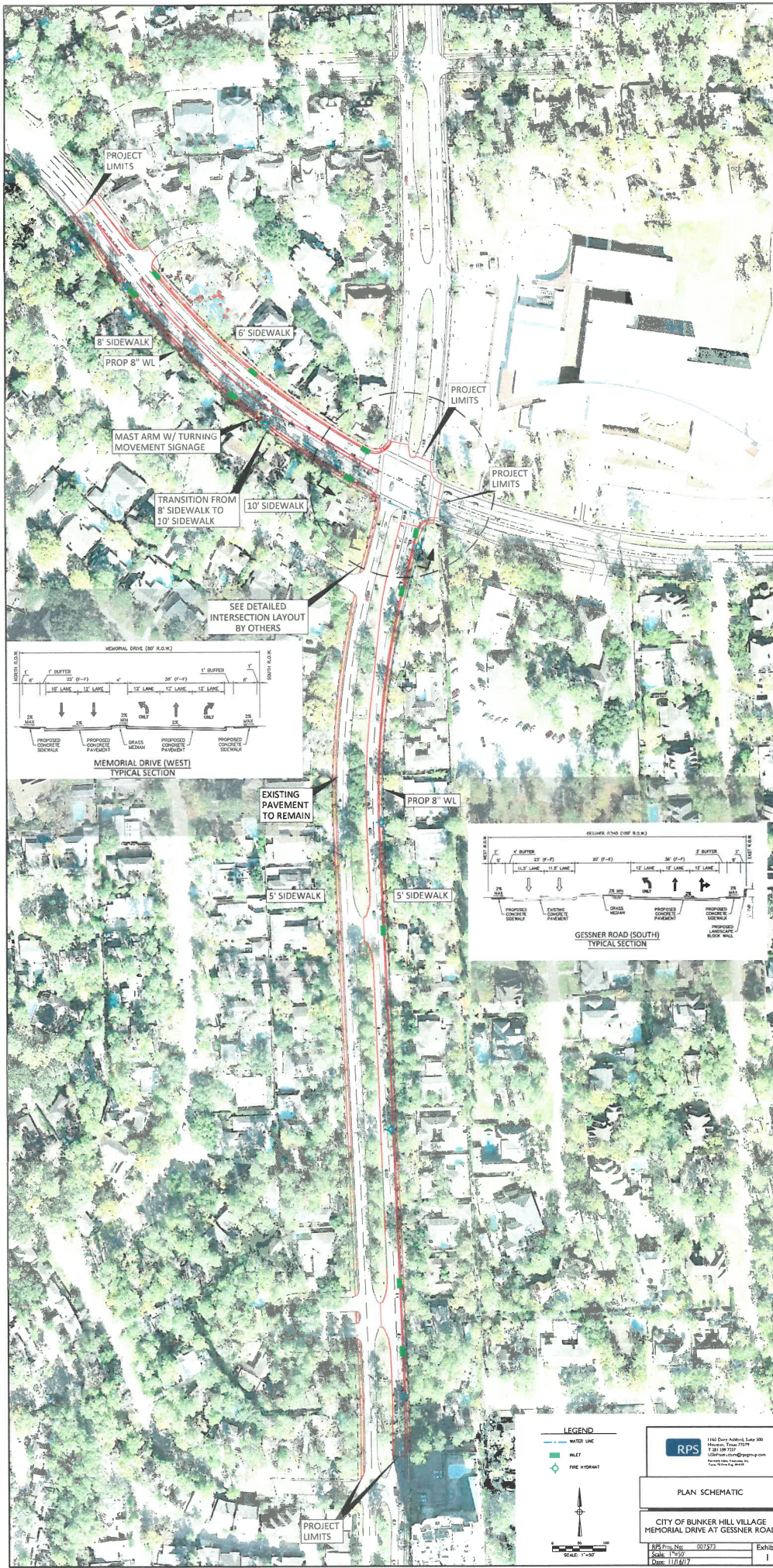
- PROPOSED CURB
- PROPOSED SIDEWALK
- PROPOSED ROAD CENTERLINE
- EXISTING ROAD CENTERLINE
- DIRECTION OF TRAFFIC
- EXIST TRAFFIC SIGNAL

MEMORIAL CITY
REDEVELOPMENT AUTHORITY

Lockwood, Andrews
& Newnam, Inc.
A LEED A DAILY COMPANY

MEMORIAL DRIVE
DRAFT 01/25/2018





PROJECT LIMITS

8' SIDEWALK

6' SIDEWALK

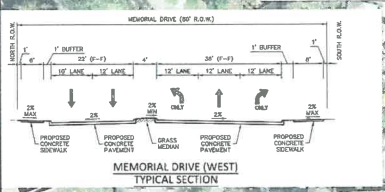
PROP 8' WL

MAST ARM W/ TURNING MOVEMENT SIGNAGE

TRANSITION FROM 8' SIDEWALK TO 10' SIDEWALK

10' SIDEWALK

SEE DETAILED INTERSECTION LAYOUT BY OTHERS

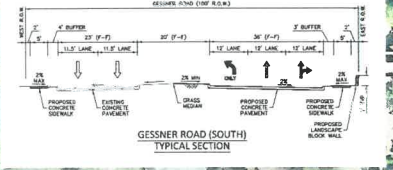


EXISTING PAVEMENT TO REMAIN

5' SIDEWALK

PROP 8' WL

5' SIDEWALK



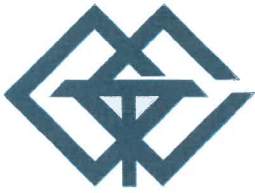
RPS 1160 Dury Avenue, Suite 200
 Houston, Texas 77059
 281.591.7777
 info@rps.com

PLAN SCHEMATIC

CITY OF BUNKER HILL VILLAGE
 MEMORIAL DRIVE AT GESSNER ROAD

RPS Proj. No. 207573 Exhibit
 Scale: 1"=50'
 Date: 11/14/17

A:\007573 BHV PER - Memorial and Gessner Intersect\07573 CAD\MapInfo\01-Reference File\007573plan-schem.dwg 10/10/2018



**THE GOODMAN
CORPORATION**

HOUSTON: 3200 Travis Street
Suite 200
Houston, TX 77006

AUSTIN: 911 W. Anderson Lane
Suite 200
Austin, TX 78757

**PROJECT
SCOPE**

PHONE: (713) 951-7951

THEGOODMANCORP.COM

CITY OF BUNKER HILL VILLAGE, TX H-GAC TIP CALL FOR PROJECTS FUNDING PURSUIT ASSISTANCE OCTOBER 2021

Background

The Goodman Corporation (TGC) has prepared this Scope of Services to pursue funding through the upcoming Houston-Galveston Area Council (H-GAC) Call for Projects for the Memorial Drive Phase 2 project. This effort is within the context of a joint grant application made by the City of Bunker Hill Village and the Memorial City Redevelopment Authority (MCRA). The cost of this funding pursuit effort is being allocated to each entity based on the proportional share of the total cost of the project as of 2018. At that time, approximately 69% of the project cost was specific to the MCRA portion and 31% was specific to the Bunker Hill Village portion. The fee associated with this scope is specific to the City of Bunker Hill Village share. A similar scope will be provided to the MCRA commensurate with the proportional share associated with their segment of the project.

Task 1 – Memorial Drive Phase 2 Project Funding Pursuit

- TGC will monitor meetings of H-GAC Technical Advisory Committee, Transportation Policy Council, and related subcommittees to monitor the call for projects process from December through the completion of the process.
- TGC will assist in the coordination, development, and updates of interlocal agreements with partner agencies as necessary and appropriate.
- TGC will coordinate with the engineer for each section and will incorporate information relative to project cost estimates and project schematics. TGC will update the information as necessary from the perspective of funding eligibility, inflation factors, and any other components necessary for consistency with H-GAC requirements.
- TGC will create updated grant narrative documentation and information to include the project's purpose, need, and overall narrative based upon the project benefits calculated.
- TGC will evaluate the benefits that the project may generate both locally and regionally. Quantification of benefits is important to demonstrating public benefit to obtain and/or advance political/stakeholder/public support, discretionary funding applications, and further justify local/state/federal interest in the project. Benefits that may be evaluated include the following:
 - Safety – crash reduction, loss of life and limb;
 - Congestion – Vehicle Miles Traveled (VMT) reduction;
 - State of Good Repair – reduction in maintenance costs for adjacent transportation facilities;
 - Economic – value of time reduction, job creation/attraction/retention, property tax revenue benefit for City/County/State and other pertinent taxing authorities. TGC will use

IMPLAN and other best practice modeling tools to estimate the direct and indirect economic benefits;

- Environmental – reduction in VMT and emissions;
 - Access – improved accessibility for vulnerable populations and to activity/employment centers;
 - Connectivity – connection to other transportation networks;
 - Household Transportation Cost – reduction in transportation costs for users;
 - Health – reduction in medical expense from health improvements generated by increased pedestrian/bicycle utilization;
 - Regional objectives – meeting the regional mobility objectives; and
 - Others, as needed based on H-GAC guidance.
- TGC will complete a desktop environmental assessment in support of a future categorical exclusion determination and to demonstrate the project’s ability to receive clearance.
 - TGC will coordinate with agencies, organizations, and elected officials to solicit and receive letters of support for the project.
 - TGC will develop and submit all required application materials to H-GAC staff. This effort includes ongoing coordination with H-GAC staff through the Call for Projects process.
 - TGC will provide monthly progress reports with updates through the Call for Projects process.

Deliverables: Preparation and submission of a completed H-GAC Call for Projects application and all related attachments for the project.

PROJECT BUDGET

Progress payments will be made based on the percentage of completion of each task. Monthly invoices, including progress reports, will be provided commensurate with the percentage of the project completed each month. The costs within this scope are inclusive of all direct and indirect costs (travel, overhead, printing, etc.)

This fee associated with this scope is specific to the City of Bunker Hill Village portion of the budget highlighted below. **The full cost is provided in the table for reference only.**

BUDGET SUMMARY		
TASK	DESCRIPTION	COST
PHASE 1		
1	Memorial Drive Phase 2 Project Funding Pursuit (MCRA Portion)	\$34,500
1	Memorial Drive Phase 2 Project Funding Pursuit (Bunker Hill Portion)	\$15,500
	Total	\$50,000

Accepted for the City of Bunker Hill Village

Signature

Date

Print

Accepted for The Goodman Corporation

Signature

Date

Print



November 5, 2021

Karen Glynn, PE
11977 Memorial Drive
Houston, TX 77024

Re: Proposal for Technical Memorandum (Preliminary Engineering) – Memorial Drive Improvements

Dear Ms. Glynn,

Gauge Engineering, LLC (Gauge) is pleased to submit this proposal to develop a Technical Memorandum (Preliminary Engineering) for Memorial Drive within in the City of Bunker Hill Village limits.

The Technical Memorandum is Phase I of the overall project process and will identify the impacts associated with the implementation of the preliminary engineering recommendations. We propose to perform this work for a Lump Sum amount of \$58,640. A detailed breakdown of the scope items and fee can be found under Exhibits "A" and "B" respectively.

Please feel free to contact me at (713) 254-5946 if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to be "MA", written over a blue ink scribble.

Muhammad Ali, P.E.
Principal

Accepted for
City of Bunker Hill Village

Signature

Date

Print

Attachments: Exhibit A – Scope of Services
Exhibit B – Level-of-Effort

**EXHIBIT A
SCOPE OF SERVICES
MEMORIAL DRIVE IMPROVEMENTS
TECHNICAL MEMORANDUM – (PRELIMINARY ENGINEERING)**

This proposal is for the professional engineering services for the mobility and drainage improvements, and public utility upgrades and relocations for Memorial Drive within the City of Bunker Hill Village limits. The preliminary engineering design will be coordinated TIRZ 17's project.

The Technical Memorandum is the first phase of the overall project process and will identify the impacts associated with the implementation of the preliminary engineering recommendations. The following scope describes the procedures that will be followed to provide professional engineering services and produce the Technical Memorandum. The details of the scope are as follows:

A. BASIC SERVICES

1. Site Visits and Data Collection

- a. Photographs and field verification of existing features will be completed during the field visit.
- b. Previously completed reports and studies will be obtained and reviewed for relevant information regarding the proposed roadway improvements.

2. Review Record Drawings

- a. All available record drawings and information on the project area will be collected, reviewed and used to the maximum degree possible.

3. Conceptual Construction Sequencing, Detours & Impacts to Area

The construction sequence and a traffic control concept that will minimize impacts to the region's traffic movement pattern will be explored. Detours, phasing, sequencing, construction zones, and temporary pavement requirements will be identified. A detailed narrative will also be developed

4. Private/Public Utilities Assessment

Existing public utilities such as storm, water and wastewater infrastructure and existing private utilities such as existing underground electrical and communication service lines, and locations of existing overhead power and communication lines and poles will all be compiled, investigated, evaluated and depicted in exhibits per City's requirements.

B. ROADWAY DESIGN

1. Existing/Proposed Typical Sections

Typical Sections for proposed and existing roadways will be developed. Typical sections shall include width of travel lanes, sidewalks, outer separations, border widths, curb offsets, and right-of-way (ROW).

2. Preliminary Roadway Schematic

Preliminary roadway alignment will be laid out on current aerial photography. The exhibit will depict proposed roadway alignment, sidewalks and driveways.

C. PROJECT MANAGMENT/AGENCIES & TEAM COORDINATION//QUANTITIES/OPCC

1. Project Management and Coordination:

Project management activities are ongoing throughout the period of the contract and include items such as internal project management, kickoff meeting, monthly progress reports, invoices, and coordination with client and all relevant agencies.

Gauge will also coordinate with RPS Klotz to obtain information on the proposed storm sewer system.

2. Quantities

Preliminary engineering level quantities will be computed.

3. Opinion of Probable Construction Cost

Opinion of Probable Construction Cost (OPCC) will be developed to include the necessary preliminary engineering level of detail but will not be comprehensive.

4. Technical Memorandum Preparation

A technical memorandum report will be prepared. A draft electronic report will be compiled to include text, exhibits, and appendices for the City's review. A signed and sealed electronic report will be submitted after the comments have been addressed and incorporated as necessary.

5. Quality Assurance / Quality Control

A thorough Quality Assurance/Quality Control (QA/QC) Plan will be implemented to ensure overall project constructability, cost estimate accuracy, and design conformance with industry standards and client-specific requirements and preferences are met.



EXHIBIT B
MEMORIAL DRIVE IMPROVEMENTS
CITY OF BUNKER HILL VILLAGE LIMITS
TECHNICAL MEMORANDUM - LEVEL OF EFFORT

I. TECHNICAL MEMORANDUM - PRELIMINARY ENGINEERING

DESCRIPTION OF WORK TASKS	Sr. PROJ MGR	Sr. PROJ ENGINEER	GRAD ENGINEER	CADD TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
A. Basic Services							
1 Site Visits and Data Collection	1	4	12	4		21	\$2,690.00
2 Review Record Drawings	1	6	8	4		19	\$2,540.00
3 Conceptual Construction Sequencing, Detours & Impacts to Area	2	4	8	14		28	\$3,340.00
4 Private/Public Utilities Assessment	2	8	18	16		44	\$5,380.00
Total	6	22	46	38	0	112	\$13,950.00
B. ROADWAY DESIGN							
1 Existing/Proposed Typical Sections	2	4	6	16		28	\$3,280.00
2 Preliminary Roadway Schematic	4	16	24	60		104	\$11,840.00
Total	6	20	30	76	0	132	\$15,120.00
D. Project Management/Agencies & Team Coordination/Quantities/OPCC							
1 Project Management							
a. Overall Proj Mngt/Team Coordination/ Project Controls	8	8	4		6	26	\$4,150.00
b. Project Coordination/RPS/Agency Coordination Meetings	6	12	12			30	\$4,800.00
2 Quantities	2	6	18			26	\$3,610.00
3 Opinion of Probable Construction Cost	1	4	12			17	\$2,330.00
4 Technical Memo Development/Incorporate Comments	6	18	40	18		82	\$10,770.00
5 Quality Assurance / Quality Control	4	6	8	6		24	\$3,410.00
Total	27	54	94	24	6	205	\$29,070.00
TOTAL HOURS							
Contract Labor Rate	\$230.00	\$165.00	\$120.00	\$90.00	\$85.00		
TOTAL LABOR COSTS BASIC ENGINEERING SERVICES	\$8,970.00	\$15,840.00	\$20,400.00	\$12,420.00	\$510.00		\$58,140.00

II. EXPENSES/SUBS

EXPENSES/SUBS	QUANTITY	UNIT	COST	TOTAL
1 Printing, Mileage, Deliveries and Reproduction	1	LS	\$ 500.00	\$ 500.00
TOTAL REIMBURSABLE EXPENSES			\$	\$ 500.00

TOTAL \$58,640.00



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

November 4, 2021

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

Re: Proposal for Professional Engineering Services for
Intersection Improvements at Memorial and Gessner in Bunker Hill Village, Texas

Dear Ms. Glynn:

RPS Infrastructure, Inc. (RPS) is pleased to submit this proposal to the City of Bunker Hill Village (City) for professional engineering services for the analysis of drainage infrastructure as part of improvements to the Memorial and Gessner intersection. The City will be preparing an application and submit to Houston-Galveston Area Council (HGAC) for funding of improvements to the intersection and the northbound lanes of Gessner within the city limits. Gauge Engineering has been retained to prepare the preliminary design and manage the cost estimate for the application. RPS will work closely with them to help size the proposed storm sewer and review of the preliminary drawings.

SCOPE OF SERVICES

RPS is prepared to provide the following basic services to the City of Bunker Hill Village:

Basic Services

Task 1 - Project Management and Coordination

1. Attend coordination meetings with the City and design team members. It is anticipated that there will be no more than two (2) coordination meetings.
2. Coordinate with all stake holders during all phases of the project. RPS will work closely with Gauge Engineering and review preliminary plans once they are complete.

Task 2 - Drainage Modeling and Storm Sewer Analysis

1. RPS will review as-built data and update model with existing flow lines, if needed.
2. RPS will analyze the proposed storm system using Atlas 14 flows and adjust the existing SWMM model to optimize capacity, flow, and volume of the proposed improvements.
3. RPS will determine size and slope of the proposed in-flow and out-flow pipes.
4. RPS will prepare a short technical memo documenting results with proposed recommendations and provide to Gauge.

Ms. Karen Glynn, P.E.
November 4, 2021

FEE SUMMARY

We propose to perform the engineering services as described herein on a lump sum basis as outlined below:

Basic Services

Task 1 – Project Management and Coordination	\$ 3,600
Task 2 – Drainage Modeling and Storm Sewer Analysis	<u>\$ 6,900</u>
Basic Services Total	\$ 10,500

SCHEDULE

We estimate the effort to be completed within three (3) weeks from the receipt of the Notice to Proceed. RPS is prepared to begin this project immediately.

If this proposal meets with your approval, please sign the attached contract. Please do not hesitate to contact or me if you have any questions or would like to discuss any aspect of this proposal.

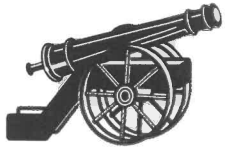
Sincerely,



Mike McClung, P.E., C.F.M., ENV SP
Houston Water Office Leader

MM:ng

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



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: November 16, 2021

Agenda Item No: XIII

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF THE ENGINEERING SERVICES FOR THE BUNKER HILL ELEMENTARY SCHOOL DETENTION PROJECT FINAL DESIGN**

Exhibits: Engineering Contracts:
- S&G Engineering
- RPS

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

Budget: Included in the 2022 Budget and the 2021 Budget Amendment – *Regional Drainage Projects – Bunker Hill Elem*

Executive Summary

On October 19, 2021, the City Council approved an Interlocal Agreement with Spring Branch Independent School District (SBISD) to allow the City the opportunity to construct additional detention at Bunker Hill Elementary School as part of the school reconstruction project. The City's modeling exercise found significant results with the added detention and as a result, the Drainage Committee recommended the project to be the highest priority project at this time noting this opportune timing.

Staff had worked with SBISD, the Engineers and Durotech (*Contractor for the new school*) to price the detention project, taking into account the timing of the project and constructability details. The City Council agreed to pursue the project and funded \$3.2 in the 2022 Capital Improvements Program.

SBISD now needs detailed construction drawings for Durotech to finalize all costs and develop the change order. Two engineering contracts are requested:

- A. A Contract with S&G Engineering Consultants, LLC for the Primary Final Engineering Design and Construction Phase Services in an amount not to exceed \$50,000
- B. A Contract with RPS for Supplementary Final Design and Construction Phase Services for the Junction Box and the Stormwater Lift Station in an amount not to exceed \$39,500.00

These contracts develop the final design drawings but are limited as the City will not need to actually bid the project.

Once completed, these design drawings will be submitted to the contractor. Staff will bring back the final costs and the Council will then have the opportunity to authorize SBISD to develop the change order. This is expected in January 2022. Payment to the school district will be expected following this decision. Although the detention will be constructed at the end of the project, there may be a need for lead time for the contractor to order materials.

Staff recommends approval of these contracts. Funding needs were projected in the 2022 Budget and the 2021 Budget Amendment. Both contracts also include Construction Management Services. These costs and services will only be authorized if the project proceeds to construction.



October 28, 2021

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

RE: City Detention System at Bunker Hill Elementary School (BHES)
Final Design Phase Proposal

Dear Ms. Glynn:

S&G Engineering Consultants, LLC (S&G) is pleased to present this proposal to provide civil design engineering services for the above referenced project. The following proposal is based upon our discussions, research and schematic layouts provided to S&G:

Basic Scope of Services to be provided by this firm will consist of the following:

- 1) Plan Preparation (Lump Sum Fee of \$40,000)
 - a. Prepare Civil General Notes.
 - b. Prepare Overall Project Plan.
 - c. Prepare Detention Pond Layout and Summary Plan.
 - d. Prepare Project Plan & Profile drawings for proposed storm sewer work in Strey Lane, Taylor Crest and Taylor Crest Court.
 - e. Submit for AT&T and Centerpoint research (Note: S&G will pay for the research fees as required from these two entities).
 - f. Prepare Site Civil Detail Sheet(s).
 - g. Site Civil Permitting
 - i. S&G will submit plans and obtain plan approvals from AT&T and Centerpoint.
 - ii. S&G will submit plans to and obtain No Objection approval from the City of Houston.
 - iii. S&G will submit plans to and obtain City of Bunker Hill Village approvals.
 - h. Survey Coordination
 - i. S&G will coordinate with a surveyor of the City's choice for the preparation of the detention easement. S&G will develop the easement boundary, obtain approvals from the City of Bunker Hill Village and Spring Branch ISD, and provide said boundary to the surveyor. The surveyor will be required to create the actual detention easement exhibit and metes & bounds. The surveyor will need to get the easement documents recorded.
- 2) Construction Phase Services (Hourly not to Exceed \$10,000)
 - a. Work includes but is not limited to:
 - i. Review contractor RFI and CPR requests.
 - ii. Review site civil contractor submittals.
 - iii. Provide an estimated 20 +/- construction phase site visits and observation reports.

Notes and Exclusions:

- 1) RPS Group will be working with S&G on this project. It is understood that RPS will have a separate contract with the City of Bunker Hill Village for their scope of work. S&G will coordinate with and compile RPS Group's drawings into one complete package. S&G will be responsible for all plan review submittals. RPS Group will be responsible for submitting and getting approvals on their Drainage Study/Report. RPS Group's scope of work is as follows:
 - a. Preparation of Drainage Study/Memo. This memo will dictate the amount of detention required. The memo will also give direction on the appropriate storm sewer pipe sizes. Memo will detail the size and dimensions of the required storm sewer conflict box. S&G will provide the junction box detail based on

S & G Engineering Consultants, LLC
1796 Ave. D, Suite B
Katy, Texas 77493
832-437-7377
TBPE Firm #15114



- the size recommended in the report.
- b. RPS Group will provide the junction detail for the main storm connection to the City storm sewer system. This junction box will contain the required weir.
 - c. Storm Sewer Lift Station design. RPS Group will provide the appropriate drawings, details and specifications for the proposed storm sewer lift station. RPS Group will provide any required electrical drawings for said lift station. RPS Group will be responsible for any Contractor RFIs, CPRs and questions on lift station. RPS Group will conduct any Construction Phase observations on the lift station and assist the City of Bunker Hill Village on lift station start-up.
- 2) Contractor Procurement.
- a. It is understood that this work will be awarded to the Contractor currently construction Bunker Hill Elementary School as a Change Order to that project. Thus, there are no project bidding and contractor procurement services provided as part of this proposal. If the Client chooses to bid the project, a separate proposal will be submitted for those services.

The following Services are considered Additional Services and are not provided as part of the Basic Scope of Services listed above. If any of the following Services are required or requested, a separate Proposal will be submitted.

- 1) Conveyance/Mitigation Studies and/or design.
- 2) Traffic Studies, traffic signals, and traffic control plans. If required, the Owner should employ a Traffic Engineer to provide such services. This proposal does not include any work for the design and plan preparation of a Traffic Control Plan. The Contractor will work with the City to develop a Traffic Control plan prior to construction.
- 3) Surveying, easement preparation, easement abandonment, and ROW acquisition.
- 4) Landscaping and Irrigation Design.
- 5) Storm Water lift station design. If Client requests S&G to provide these services, S&G will sub-consult work to a qualified Firm and provide an Additional Services proposal for said work.
- 6) Structural design (retaining walls, light pole bases, ramps, etc.). If Client requests S&G to provide these services, S&G will sub-consult work to a qualified Firm.
- 7) Site plan changes after 100% drawings are issued. If this situation occurs, S&G will submit an Additional Services proposal for estimated time and effort to incorporate revisions.
- 8) Site plan changes during construction. If this situation occurs, S&G will submit an Additional Services proposal for estimated time and effort to incorporate revisions.
- 9) Site civil construction cost estimates.
- 10) Value Engineering Re-Design.
- 11) Gas, telephone, electrical and fiber services. These utility connections shall be designed by the MEP Engineer.
- 12) Storm Water Pollution Prevention Plan Report. S&G will provide a Storm Water Pollution Prevention Plan and Details. It is assumed that the Contractor will provide the required Report (will be required per the plans). If S&G is asked to provide said report, a fee of \$1,900 will be charged.
- 13) Storm Water Quality Report and design. It is not anticipated that SWQ will be required. If a SWQ Report is required, an Additional Services fee of \$3,000 will be charged for this work.



Reimbursable expenses shall be charged to the client at cost plus 10%. The following are examples of potential reimbursable expenses (please note the following list is not exhaustive of all reimbursable expenses but provides the most common):

- 1) Document printing.
- 2) Review fees (if not paid for direct by Owner).
- 3) Permitting fees (if not paid for direct by Contractor).

Deliverables:

- 1) Review sets as requested by Owner (paper prints and/or PDF upload).
- 2) 100% signed and sealed drawings (paper prints and/or PDF upload).
- 3) Civil only permit sets.
- 4) One final construction set (after bid) (paper prints and/or PDF upload).
- 5) One unsigned and unsealed CAD and/or PDF upload after plans have been approved. A disclaimer form will be required from all entities using the CAD files prior to the upload.
- 6) S&G will not send contractor(s) PDF or CAD files direct.
- 7) Since S&G does not provide full time construction observations, S&G will not prepare or provide As-Built drawings. S&G will review contractor provided As-Built drawings based on their limited construction observations. It will be the contractor's responsibility to provide accurate As-Built drawings.

Compensation:

Payments for the Basic Scope of Services Item #1 above will be based on a fixed fee of forty thousand dollars (\$40,000.00).

Payments for the Basic Scope of Services Item #2 above will be based on an hourly rate not to exceed ten thousand dollars (\$10,000.00).

The above listing represents our understanding of the scope of services to be provided. Should additional services be identified during the course of the project, those services would be considered Additional Services and billed at our current hourly rates or at an agreed upon fee. Additional Services will not commence until agreed upon in writing by the Client. Services provided will be in accordance with the General Conditions attached hereto and incorporated herein.

We appreciate the opportunity to submit this proposal for your consideration and look forward to working with you on this project. If you have any questions or require additional information, please do not hesitate to contact us at 832-437-7377.

CONSULTANT:
S&G Engineering Consultants, LLC

CLIENT:
City of Bunker Hill Village

 10/28/21

 Name Date

 Name Date



GENERAL CONDITIONS

PAYMENT TERMS

Invoices will be submitted monthly or at the appropriate percent complete stages and will reflect the percentage of the project completed at the date of the Invoice. Payments for services and reimbursable expenses shall be made by the Client within 30 days of Client receiving payment from the Owner.

EARLY TERMINATION

This Agreement may be terminated prior to completion of the project by either party. Said termination must be made in writing. Should the Client initiate termination, the Consultant shall be paid in full for all services and reimbursable expenses provided up to the time of termination. Should the Consultant initiate termination, the Consultant shall be paid for all services and reimbursable expenses provided up to the time of termination as agreed upon with Client.

STANDARD OF CARE

The only warranty or guarantee made by S&G in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

MEDIATION

If any dispute arises out of or is related to this Agreement including any disputes about fees or the services performed, then the parties agree to negotiate reasonably to resolve such dispute and if such discussions do not resolve the dispute, then the dispute shall be submitted to mediation through a mutually acceptable mediator, the cost of which shall be shared equally by the parties. Client and S&G agree that it shall be a condition precedent to the maintenance of any litigation as to any dispute that the parties shall have mediated the dispute and, if litigation is commenced before the dispute is mediated, then such litigation shall be abated until the dispute is mediated.

SAFETY

Should S&G provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor for construction on the site will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by S&G is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site. S&G does not provide safety consultation services and is under no obligation to monitor safety procedures or to advise Client of any deficiencies in safety in the absence of an express, written agreement for S&G to do so and S&G has no responsibility whatsoever to inform Client of any safety deficiencies whether apparent or not.

SITE VISITS

Client agrees that S&G will not be expected to make exhaustive or continuous onsite inspections but that periodic observations deemed by S&G and as stated in the Basic Scope of Services to be appropriate to the construction stage may be performed. It is further agreed that S&G will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that field services provided by S&G will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications.



OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, reports, field notes, calculations and estimates prepared by S&G as instruments of service pursuant to this Agreement, shall be the sole property of S&G. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by S&G, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of S&G. Any use or reuse of any documents or CADD (Computer Aided Design and Drafting) media by the Client or others without written permission from S&G (and CADD adaptation by S&G) for the specific purpose intended will be at the Client's risk and full legal responsibility. At the request and expense of Client, S&G will provide copies of documents created in the performance of the services for a period not exceeding five years following submission of the drawings, specifications, or reports contemplated by this Agreement. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

GOVERNING LAW

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether written or oral. This Agreement may be modified or amended if done so in writing and signed by both parties. This Agreement shall be governed in all respects by the laws of the State of Texas.

CLIENT PROVIDED ITEMS

The Client will place at the Consultant's disposal all available information concerning the Project including As-Built drawings, reports and other information that may assist the Consultant in his work. The Consultant will not be liable for the accuracy of said provided information. The Client will provide access to the physical project location to the Consultant for his review and study. The Client will provide the Consultant with a standard two-dimensional CADD background showing buildings, columns, walkways, mechanical yards and plumbing connections for use by the Consultant in preparing the drawings. The Client shall provide a topographic survey (in CADD format) for the Consultants use. The Client shall also provide a Geotechnical Report for pavement recommendations as well as any required Environmental Reports or Studies.

WORK UNDER BUILDING SLAB

The Consultant's scope of work will begin 5' outside the edge of the building slab. The Client shall provide building plumbing connection plans to the Consultant. The Consultant will not provide design or recommendations for the installation of utilities or subgrade under the building slab.



2021 Hourly Rate Schedule

Principal	\$165.00
Senior Project Manager	\$135.00
Project Manager	\$125.00
Assistant Project Manager	\$110.00
Senior Designer	\$100.00
Designer	\$90.00
Construction Representative	\$80.00
CADD Technician	\$65.00
Accounting	\$55.00
Clerical	\$45.00



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

November 4, 2021

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

Re: Proposal for Professional Engineering Services for the Final Design for Additional Detention at Bunker Hill Elementary in Bunker Hill Village, Texas

Dear Ms. Glynn:

RPS Infrastructure, Inc. (RPS) is pleased to submit this proposal to the City of Bunker Hill Village (City) for professional engineering services for the final design of proposed detention at Bunker Hill Elementary. The City utilized the preliminary design and received school district approval to move forward with final design and construction.

S&G Engineering is the civil engineer for the school reconstruction project and will remain the prime for this work. RPS will work closely with them to design the junction box at the Strey Lane and Taylorcrest intersection and design the stormwater lift station. S&G will be responsible for preparing the overall plan set and getting approvals from the school district and City of Houston, if needed.

SCOPE OF SERVICES

RPS is prepared to provide the following basic services to the City of Bunker Hill Village:

Basic Services

Task 1 - Project Management and Coordination

1. Attend coordination meetings with the City and design team members. It is anticipated that there will be no more than two (2) coordination meetings to complete the design.
2. Coordinate with all stake holders during all phases of the project. RPS will work closely with S&G Engineering and review final plans once they are complete.
3. RPS will assist S&G Engineering with the review of questions from the Contractor.
4. RPS will review costs submitted by the Contractor.
5. Project Management will include documentation/records along with task management and workload scheduling. RPS will also complete progress reports, prepare project scheduling, coordinate internal meetings, and prepare meeting summaries.

Task 2 - Storm Sewer Tech Memo & Junction Box Design

1. RPS will design the proposed junction box with weir or short-wall to direct the higher flows to the detention system and the lower flows will stay in the Strey Lane system.
2. RPS will determine size and slope of the proposed in-flow and out-flow pipes.
3. RPS will prepare a technical memo documenting results with proposed recommendations.

Task 3 - Stormwater Lift Station Design

1. RPS will analyze the proposed flows and elevations to design a stormwater lift station to drain the detention system with 24-hrs. RPS will size the outfall pipe that will drain into an existing outfall near W151. It is anticipated that there will be two (2) submersible pumps.
2. RPS will provide all necessary calculations including head losses, static losses, friction losses, system curve, wet well sizing,
3. RPS will coordinate with local manufacturers to assist with the design.
4. RPS will prepare drawings and details of the proposed lift station system, approximately eight (8) sheets.
5. RPS will prepare technical specifications and provide to S&G Engineering for the overall design package.

Task 4 - Construction Phase Services

1. RPS will attend the pre-construction meeting for the work identified in this scope.
2. RPS will attend construction progress meetings as required.
3. RPS will review and approve submittals pertaining to the work identified in this scope.
4. RPS will respond to requests for information (RFIs) and issue necessary clarifications as appropriate.
5. RPS will participate in a substantial walkthrough for the work identified in this scope.

ASSUMPTIONS

- S&G Engineering will coordinate any additional topographic survey required.
- S&G Engineering will coordinate all utility conflicts.
- S&G Engineering will handle on City of Houston coordination.
- S&G Engineering will obtain any additional required permits, if needed.
- RPS will utilize geotechnical and topographic information from the school reconstruction project.
- The detention system will be utilized for higher flows from major storm events. The typical rain events will remain in the Strey Lane system.
- Electrical design is not included in this proposal.
- The work will be part of a Change Order for the school reconstruction project and will not go through the bidding process.
- Construction Phase Services are not part of this proposal.

FEE SUMMARY

We propose to perform the engineering services for the final design for the detention at Bunker Hill Elementary as described herein on a lump sum basis as outlined below:

Basic Services

Task 1 – Project Management and Coordination	\$ 6,500
Task 2 – Tech Memo and Junction Box Design	\$ 7,500
Task 3 – Stormwater Lift Station Design	\$ 19,500
Task 4 – Construction Phase Services	\$ 6,000
Basic Services Total	\$ 39,500

SCHEDULE

We estimate the design effort to be completed within four (4) weeks from the receipt of the Notice to Proceed, including review time by the City and other agencies. RPS is prepared to begin this project immediately.

Ms. Karen Glynn, P.E.
November 4, 2021

If this proposal meets with your approval, please sign the attached contract. Please do not hesitate to contact or me if you have any questions or would like to discuss any aspect of this proposal.

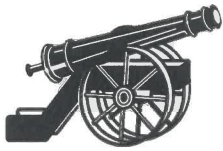
Sincerely,



Mike McClung, P.E., C.F.M., ENV SP
Houston Water Office Leader

MM:ng

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



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: November 16, 2021

Agenda Item Number: XIV & XV

Subject/Proceeding: 2022 Rate for Solid Waste and Recycling

Exhibits: Letter of Extension from Texas Pride
 Letter Agreement for 2022
 Ordinance No. 21 - 563

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

Budget: As Budgeted in 2022

Executive Summary

An error was noted on the agenda for the October Meeting. No action was taken at the October Meeting. The Council moved these items to November:

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

This item recommends approving the third 1 – year option with Texas Pride.

Texas Pride officially took over in mid-March of 2018 and the transition went very well. The City has been very pleased with the services provided by Texas Pride especially considering the COVID 19 situation. There has been no interruption to the City’s service.

Staff has been in discussion with Texas Pride to evaluate rates as discussed during the City’s budget process. Texas Pride has agreed to continue services in 2022 at an increase of 4.5% based on the City’s contract and the Consumer Price Index for Garbage.

The following outlines the actual rates charged by the provider over this contract period and the proposed rate submitted by Texas Pride for 2022:

Rate with Republic Services <i>2018 Rate per Contract</i>	Rate with Texas Pride <i>June 2018 – December 2020</i>	Proposed Rate with Texas Pride <i>2021</i>	Proposed Rate with Texas Pride <i>2022</i>
\$ 35.99	\$ 28.40	\$ 29.39	\$ 30.71

The proposed rate for 2022, with the increase per contract, continues to be lower than the rate charged by Republic Services in 2015.

The actual rate submitted for adoption by Council totals \$72.62 and includes the rate calculated for two months as this is billed bi-monthly with the City's water and wastewater utilities. The rate also includes required taxes and an administration cost.

The cost to service the City's dumpster will remain at \$293.52 per month.

Staff recommends the following actions:

1. Approval of the third and final 1 - year contract extension with Texas Pride (Item XIV)
2. Adoption of the Ordinance setting the rate for 2022 (Item XV)



TEXAS PRIDE
DISPOSAL

September 13, 2021

City of Bunker Hill Village
c/o Karen H. Glynn, P.E.
City Administrator
Via Email
KGlynn@bunkerhilltx.gov

RE: Annual Price Adjustment Notification

To Our Valued Customer,

We would like to thank you for your continued business. As our mission states, we strive to continually deliver services that consistently exceed your expectations. We hope our services have been exceptional, and we look forward to continue building our mutual relationship.

As part of our agreement, our pricing is subject to an annual adjustment based off of 100% of the increase of the most recently published Consumer Price Index-All Urban Consumers, National CPI: CPI-U: Garbage & Trash Collection, published by the United States Department of Labor, Bureau of Labor Statistics. The summary of the adjustment is as follows:

Current Service Rate:	\$29.39
<u>Current Adjustment Rate:</u>	<u>4.5%</u>
New Service Rate:	\$30.71

Again, we appreciate your business. If you have any questions or concerns, please feel free to reach out to us at your convenience.

Regards,

Kevin Atkinson
Texas Pride Disposal
(281) 342-8178

City of

BUNKER HILL VILLAGE

WWW.BUNKERHILLTX.GOV

October 12, 2021

Mr. Kevin Atkinson
Texas Pride Disposal
P.O. Box 1186
Rosenberg, Texas 77471

Re: Solid Waste and Recycling Services for Bunker Hill Village – 2022 *Contract Extension*

Dear Mr. Atkinson:

Thank you for your proposal regarding our current services contract and the opportunity to extend the contract for one additional year as allowed under the current terms. We are very pleased with the services of your company and for the opportunity to extend for an additional year. We have received the proposed pricing for 2022 which includes a 4.5% increase based on the *Consumer Price Index for Garbage* per contract. The cost for servicing the City's dumpster will continue at the 2021 price.

Please sign below agreeing to continue the agreement for a one-year term under the same terms and conditions of the contract at the rate of \$30.71 per household per month and \$293.52 per month to service the City's dumpster at City Hall.

If you should have any questions, please don't hesitate to contact me. Thank you.

Sincerely,

Robert P. Lord, Mayor

Kevin Atkinson 10/18/21

Texas Pride Disposal Date

Karen H. Glynn, City Administrator



ORDINANCE NO. 21-563

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, BY DELETING SECTION 16-26 (5) OF ARTICLE II OF CHAPTER 16 THEREOF AND SUBSTITUTING THEREFOR A NEW SECTION 16-26 (5); ESTABLISHING RATES TO BE CHARGED BY THE CITY FOR SOLID WASTE AND RECYCLING SERVICES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

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

Section 1. The Code of Ordinances of the City of Bunker Hill Village, Texas, is hereby amended by striking from Article II of Chapter 16 thereof Section 16-26 (5) and substituting therefore a new Section 16-26 (5) to provide as follows:

Sec. 16-26. Bi-monthly charges.

From after January 1, 2022, for solid waste collection and recycling charges the following bi-monthly (i.e. January-February, March-April, May-June, July-August, September-October, and November-December) rates shall be charged by the City of Bunker Hill Village for services of its solid waste collection and recycling system:

(5) Solid waste collection and recycling charges:

Per residential unit, school, church, public building, or similar use, including sales tax.....\$72.62

Section 2. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

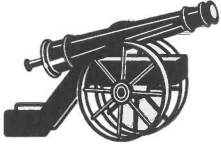
Section 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this 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 16th day of November 2021.

Robert P. Lord, Mayor

ATTEST:

Karen Glynn, Acting City Secretary



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date:	November 16, 2021
Agenda Item No:	XVI & XVII
Subject/Proceeding:	CONSIDERATION AND ACTION ON BANK DEPOSITORIES
Exhibits:	Memorandum and Summary of RFA Process Resolution for Allegiance Bank (primary) Resolution for Independent Financial (secondary)
Clearance:	Karen Glynn, City Administrator Susan Grass, Finance Director

Executive Summary

The City's Bank Depository Contract with Compass Bank (PNC) will be completed at the end of February 2022. This agreement included a 3-year contract approved in 2017 with the opportunity to extend for two additional – one-year terms (approved in 2020 and 2021).

Accordingly, the City contracted with Valley View Consulting LLC to assist with the selection of a primary depository bank, award a contract, and execute the agreements necessary to bind the City and bank.

Again, the City requested a two (2) year term to be executed March 1, 2022 and terminate on February 29, 2024. At the option of the City, the contract may be extended for three (3) additional one-year periods under the same terms and conditions.

Six banks submitted proposals. An overall review was conducted for each financial institutional strength and ability to provide the services necessary to meet the City's current and future service needs. Based on the analysis results, evaluation criteria, bank demonstrations, and discussion with the Finance Committee and staff, it was determined that the application provided by Allegiance Bank offers the most advantageous overall opportunity to the City to enhance the City's depository relationship. Allegiance Bank has served as the City's secondary bank over the past few years which will also assist in the transition.

In addition, based on their application, staff is recommending that the City contract with Independent Financial to serve as the City's Secondary Depository. An interview and demonstration were also provided by Independent Financial. Having a secondary depository has been very helpful over the past year in achieving interest income.

The Finance Committee and staff recommend authorization of these resolutions to execute the contracts and begin the transition.



November 3, 2021

Ms. Susan Grass, CFE
Finance Manager
City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024

Dear Ms. Grass:

We sincerely appreciated and welcomed the opportunity to assist the City of Bunker Hill Village (the "City") with this Primary Depository Bank Services Request for Applications (the "RFA") project.

The objective of this engagement was to select a primary depository bank, award the contract, and execute the agreements necessary to bind the City and bank. This agreement, when approved, will commence on March 1, 2022 and terminate on February 29, 2024. At the option of the City, the contract may be extended for three (3) additional one-year periods under the same terms and conditions.

Procedure

The project began with the establishment of a calendar of events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a Primary Depository Bank is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to understand and comply with the City's financial and purchasing policies and Investment Policy.

The RFA project was conducted as follows:

1. Analyzed historical bank service usage and balance records.
2. Reviewed the required banking services and potential additional services.
3. Developed a list of eligible financial institutions within the expanded municipal boundaries, or the Zip Code of 77024:
 - a. Allegiance Bank
 - b. Amerant Bank, N.A.

- c. Amegy Bank of Texas
 - d. Bank of America, N.A.
 - e. PNC Bank, N.A. (Formerly BBVA USA) – incumbent
 - f. BOKF, N.A. dba Bank of Texas
 - g. City Bank
 - h. Comerica Bank
 - i. Community Bank of Texas, N.A.
 - j. East West Bank
 - k. Frost Bank
 - l. IberiaBank (Division of First Horizon Bank)
 - m. Independent Financial
 - n. JPMorgan Chase Bank, N.A.
 - o. Origin Bank
 - p. Prosperity Bank
 - q. SouthTrust Bank, N.A.
 - r. Spirit of Texas Bank, SSB
 - s. Texas Gulf Bank, N.A.
 - t. Trustmark National Bank
 - u. Veritex Community Bank
 - v. Wells Fargo Bank, N.A.
4. Contacted the financial institutions to confirm distribution information, describe the process, and identify the designated recipient.
 5. Drafted the RFA for City review and approval.
 6. Posted the notice and advertised the RFA.
 7. Distributed RFAs to the identified and receptive financial institutions.
 8. Held a non-mandatory pre-application conference that was attended by representatives of:
 - a. Allegiance Bank
 - b. Frost Bank
 - c. Independent Financial
 - d. Origin Bank
 - e. PNC Bank, N.A. (Formerly BBVA USA) – incumbent
 - f. Spirit of Texas Bank, SSB
 - g. Texas Gulf Bank, N.A.
9. By the closing deadline, applications were received from:
 - a. Allegiance Bank
 - b. Frost Bank
 - c. Independent Financial
 - d. PNC Bank, N.A. (Formerly BBVA USA) – incumbent
 - e. Spirit of Texas Bank, SSB
 - f. Texas Gulf Bank, N.A.

10. The City received a letter from Wells Fargo Bank, N.A. stating that they were declining to submit an application.

Application Analysis

The analysis of the applications began with an overall review of each financial institution’s general financial strength and ability to provide the services necessary to meet the City’s current and future service needs. Each of the qualified responding financial institutions exhibited acceptable financial strength and the ability to provide services the City requested.

The analysis of proposed fees, earnings credit, and investment income potential is summarized below.

Net Income/(Cost)

Each financial institution’s fee schedule was analyzed based on the City’s banking service needs and estimated activity levels. Where quantifiable and appropriate, the estimated service fees were adjusted for any incentives (including waived fees and transition allowances).

The summary below is for both the two (2) year initial contract term, and the full five (5) year term, allowing for the three (3) possible one-year extensions at the option of the City.

Two -Year Term	Allegiance Bank	Frost Bank	Independent Financial	PNC/BBVA	Spirit of Texas Bank, SSB	Texas Gulf Bank, N.A.
Proposed Fees	(\$9,097)	(\$67,594)	(\$7,344)	(\$56,552)	\$0	(\$8,310)
Waived Fees	0	8,449	0	0	0	0
Transition Allowance	0	2,500	1000	0	0	0
Earnings Credit and/or Hard Interest at Depository	63,314	57,250	68,699	43,510	45,800	11,450
Net Income (Cost)	\$54,217	\$605	\$62,355	(\$13,042)	\$45,800	\$3,140

Five -Year Term	Allegiance Bank	Frost Bank	Independent Financial	PNC/BBVA	Spirit of Texas Bank, SSB	Texas Gulf Bank, N.A.
Proposed Fees	(\$22,743)	(\$168,985)	(\$18,359)	(\$141,380)	\$0	(\$20,775)
Waived Fees	0	8,449	0	0	0	0
Transition Allowance	0	2,500	1000	0	0	0
Earnings Credit and/or Hard Interest at Depository	158,286	143,124	154,574	108,774	114,499	28,625
Net Income (Cost)	\$135,543	(\$14,911)	\$137,215	(\$32,606)	\$114,499	\$7,850

Conclusion

As the incumbent, PNC Bank, N.A. (Formerly BBVA USA) has been a good business partner; being accessible and responsive to the City’s needs while providing reliable and effective services. The City was fortunate to receive attractive, competitive applications from six (6) capable financial institutions.

Allegiance Bank and Independent Financial provided the most attractive applications and were asked to provide demonstrations of, and detailed discussion about, their respective online banking portals and service philosophy. Additionally, the Finance team contacted the references provided to get feedback from current customers of both institutions.

Allegiance Bank, N.A. has served as the City's secondary depository bank and has a degree of familiarity with the City's banking needs that will make the transition to Allegiance an easier transition than if starting with an entirely new banking relationship.

Based on the analysis results, evaluation criteria, bank demonstrations, and discussion with staff, it was determined that the application provided by Allegiance Bank offers the most advantageous overall opportunity to the City to enhance the City's depository relationship.

Based on their excellent application, City administration is also recommending that Independent Financial be selected to become the City's formal secondary depository bank to fill the role that Allegiance has served in over the last several years.

We concur with the staff recommendation that the Council award the Primary Depository Services contract to Allegiance Bank, and a Secondary Depository Services contract to Independent Financial and authorize the City Administrator to execute the agreements necessary to implement the banking relationships. Upon approval, the new contract will commence on Saturday, March 1, 2022.

Please contact Tom Ross, E. K. Hufstedler, Dick Long, or me to discuss any questions or additional information needs.

Thank you for this opportunity to serve the City of Bunker Hill Village.

Sincerely,



Tim Pinon
Valley View Consulting, L.L.C.

**CITY OF BUNKER HILL VILLAGE, TEXAS
RESOLUTION NO. 11-16-2021 A**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH ALLEGIANCE BANK, TO PROVIDE DEPOSITORY AND RELATED BANKING SERVICES AND TO EXECUTE ALL REQUIRED CONTRACTS, AGREEMENTS, AND DOCUMENTATION.

WHEREAS Chapter 105 of the Texas Local Government Code requires the City to competitively solicit financial institutions to provide primary depository bank services; and

WHEREAS the required solicitation has been completed and City staff recommends that the Council approve this resolution awarding the Depository Bank contract to Allegiance Bank; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bunker Hill Village, Texas:

Section 1. That the findings and premises contained in the preamble are deemed to be true and correct.

Section 2. That Allegiance Bank is named as the City's Primary Depository Bank.

Section 3. That the contract term shall be March 1, 2022 through February 29, 2024 with the option of three (3) additional one (1) year extensions.

Section 4. That the City administrator is authorized to execute all required contracts, agreements, and documentation.

Section 5. This Resolution shall become effective upon the date of passage.

PASSED AND APPROVED on this 16th day of November, 2021.

APPROVED:

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary

**CITY OF BUNKER HILL VILLAGE, TEXAS
RESOLUTION NO. 11-16-2021 B**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, SELECTING INDEPENDENT FINANCIAL TO SERVE AS THE CITY'S SECONDARY DEPOSITORY BANK AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL REQUIRED CONTRACTS, AGREEMENTS AND DOCUMENTATION.

WHEREAS Chapter 105 of the Texas Local Government Code requires the City to competitively solicit financial institutions to provide depository bank services; and

WHEREAS the City has completed the required solicitation and has selected the Primary Depository Bank, and

WHEREAS it is in the best interest of the City to also appoint Independent Financial as its Secondary Depository Bank.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bunker Hill Village, Texas:

Section 1. That the findings and premises contained in the above are deemed to be true and correct.

Section 2. That Independent Financial is named the Secondary Depository bank.

Section 3. The contract term is March 1, 2022 through February 29, 2024, with an option for three (3) additional one-year term extensions.

Section 4. This Resolution shall become effective upon the date of passage.

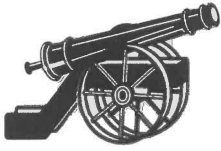
PASSED AND APPROVED on this 16th day of November 2021.

APPROVED:

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: November 16, 2021

Agenda Item No: XVIII

Subject/Proceeding: REVIEW AND APPROVAL OF THE PUBLIC FUNDS
INVESTMENT POLICY

Exhibits: Resolution
Investment Policy – Redlined
Investment Policy Clean Copy
Minutes from the Investment Committee Meeting *(also on the Consent Agenda)*

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

Executive Summary

The City's Investment Committee includes Mayor Robert Lord, Councilmember Susan Schwartz, and City Administrator Karen Glynn. Finance Director, Susan Grass serves as the City's Investment Officer. The Committee met on Wednesday, November 10, 2021 to review the City's Investment Policy. This is required on an annual basis.

Valley View Consultants had reviewed the City's investment policy and offered recommendations within the policy to conform with legislature updates and best practices.

The minutes of the meeting are attached.

The Committee reviewed and discussed the changes and recommend approval of the revised policy.

RESOLUTION NO. 11-16-2021 D

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ACKNOWLEDGING REVIEW OF THE PUBLIC FUNDS INVESTMENT POLICY AND THE ADOPTION THEREOF FOR THE CITY OF BUNKER HILL VILLAGE, TEXAS

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

Section 1. That the Investment Committee, composed of Mayor Robert P. Lord, Councilmember Susan Schwartz, and City Administrator Karen Glynn met on November 10, 2021 with the Finance Director and the City's Consultant, Valley View Consulting LLC, to provide the annual review of the Public Funds Investment Policy.

Section 2. That the Committee agrees and confirms the changes to the City's Investment Policy.

Section 3. That the City's Investment Policy attached hereto, are to be made a part hereof for all purposes be, and it is hereby, approved as the official Public Funds Investment Policy of the City of Bunker Hill Village, Texas.

Section 4. That the Investment Committee continues to be composed of Mayor Robert P. Lord, Councilmember Susan Schwartz, and City Administrator Karen Glynn.

Section 5. The City Secretary is hereby directed to place on said Investment Policy an endorsement, which shall be signed by the City Secretary, which shall read as follows:

“The Investment Policy of the City of Bunker Hill Village, Texas, approved by City Council on the 16th day of November 2021.”

Such Investment Policy, as thus endorsed, shall be kept on file in the office of the City Secretary as a public record.

PASSED, APPROVED, AND RESOLVED this 16th day of November 2021.

Robert P. Lord, Mayor

ATTEST:

Karen Glynn, City Administrator/Acting City Secretary

Attachment A: Investment Policy

Exhibit A: Business Organization Certification Form

I. INVESTMENT AUTHORITY AND SCOPE OF POLICY

A. PURPOSE

The purpose of this policy ~~of the City of Bunker Hill Village, Texas (the City)~~ is to comply with the statutory requirements of The Texas Government Code, Chapter 2256, (The Public Funds Investment Act, "PFIA") which requires each entity to ~~adopt a written investment policy regarding the investment of its funds and funds under its control. This policy shall set forth specific investment and strategy guidelines for the City to manage and invest its cash with three objectives, listed in order of priority: safety of principal, liquidity, and yield. (This investment policy must be adopted by resolution of the governing body).~~ This policy will be reviewed and adopted by resolution at least annually according to Section 2256.005(e).

B. POLICY

It is the policy of the City ~~of Bunker Hill Village, Texas (City)~~ that the administration of its funds and the investment of those funds shall be managed with a degree of professionalism that is worthy of the public trust. Investments shall be made in a manner which will ~~provide assure the the maximum securitysafety~~ of principal, ~~adequate operational liquidity and a risk-appropriate yield invested through limitations and diversifications while meeting the daily cash flow needs of the City, and The City will invest in~~ conforming ~~ing~~ ~~toance~~ with all applicable state and City statutes governing the investment of public funds, ~~and~~ all related Governmental Accounting Standards Board Statements, and ~~other~~ related financial accounting standards. ~~Market rate of return~~ Yield will be secondary to the requirement for safety and liquidity. The earnings from investments will be used in a manner that best serves the public trust and interest of the City.

C. SCOPE

This investment policy applies to all funds and investments held by the City and accounted for in the City's Annual Financial Report. These funds, as well as funds that may be created from time-to-time, shall be administered in accordance with the provisions of this policy. All funds invested under this policy shall be considered as a pooled group for investment purposes to ensure efficiency and maximum investment opportunity, except for monies as may be stipulated by law such as bond covenants.

Deferred compensation and the retirement system assets the City sets aside or holds for its employees are not subject to this policy.

D. INVESTMENT COMMITTEE

The City Council hereby creates an Investment Committee composed of the ~~Finance Manager~~ ~~City Administrator~~, Mayor, ~~and~~ a Council member to be appointed by the Mayor and ~~annually~~ confirmed by the City Council, ~~as adopted annually by resolution. Such committee shall be authorized to act under this policy in the capacity of the Investment Committee for the City of Bunker Hill Village. The Committee shall meet upon the call of the Mayor or any two (2) of its members. A majority of the Committee shall constitute a quorum; all recommendations of the committee to City Council regarding~~

~~the investment of any of the City's funds shall require the affirmative vote of a majority of the Committee's members. The Investment Committee may meet in person, by telephone, or by email communication.~~

Commented [EU1]: Sounds like investing would require majority vote from I/C and approval of City Council. Can be difficult if trying to invest in securities and/or other investments outside of your bank accounts.

~~The Investment Committee shall **meet periodically and include in its deliberations such topics as economic outlook, investment strategies, portfolio diversification, maturity structure, potential risk to the City's funds, evaluation and authorization of broker/dealers, acceptable training sources, rate of return on the investment portfolio, and review of compliance with the investment policy.** The Investment Committee will also advise the City Council of any future amendments to the investment policy that are deemed necessary or recommended.~~

E. DELEGATION OF AUTHORITY

The Finance ~~Manager-Officer~~ is designated as the Investment Officer of the City. Responsibility for the operation of the investment program is hereby delegated to the Investment Officer, who shall act in accordance with established procedures and internal controls for the daily operations of the investment program. No other person(s) may engage in an investment transaction ~~of the City~~ except as provided under the terms of this policy and the procedures established by the Finance ~~Manager-Officer~~, without written authority by City Council. ~~Except for deposits into interest-bearing checking accounts, all investments must be approved in writing by the Investment Officer and City Administrator, who sits on the Investment Committee.~~

Authority granted to the Investment Officer is effective until rescinded by City Council ~~or until termination of the person's employment~~. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls ~~to regulate the activities of employees involved in investment activities. The system of controls shall be designed to provide reasonable assurance that the assets of the City are protected from loss, theft, or misuse. The concept of reasonable assurance recognizes that:~~

Commented [EU2]: Tie it to a position rather than a person.

- ~~(1) the cost of a control should not exceed the benefits likely to be derived; and~~
- ~~(2) the valuation of costs and benefits requires estimates and judgments by management.~~

~~In the event the position of Finance ~~Manager-Officer~~ becomes vacant, the City Administrator shall serve as Investment Officer during such vacancy. ~~The City's investment officer(s) shall be bonded.~~ (Section 2256.005(f))~~

F. ETHICS ~~and~~ AND CONFLICTS ~~of~~ OF INTEREST

Investment Officer(s) shall refrain from personal business activities that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment Officer(s) who have a ~~personal business relationship with an entity or~~ ~~is~~are related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City, ~~they~~ must file a statement disclosing that personal business interest or relationship with the Texas Ethics Commission and the City Council in accordance with Government Code 2256.005(~~h~~).

G. PRUDENCE

Investments shall be made with judgement and care, under prevailing circumstances ~~then prevailing, which that~~ a persons of prudence, discretion, and intelligence would exercise in the management of their person's own affairs, not for speculation, but for investment, considering the probable safety of ~~their~~ capital as well as and the probable income to be derived. The determination of whether an ~~investing official~~ Investment Officer has exercised prudence with respect in an investment decision shall be ~~applied~~ made taking into consideration the ~~context of managing an overall portfolio~~ investment of all funds rather than a consideration as to the prudence of a single investment. ~~(Section 2256.006)~~

The Investment Officer(s), and those delegated investment authority under this policy, when acting in accordance with the written procedures and this policy and in accord with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from the expectations for a specific ~~security's issuer's~~ credit risk or market price changes ~~or portfolio shifts~~ are reported in a timely manner to the City Council and that appropriate action is taken to control adverse ~~market effects~~ developments. ~~(Section 2256.006)~~

H. INVESTMENT TRAINING

The Investment Officer(s) shall ~~take accumulate~~ (a) not less than ten (10) hours of training within twelve (12) months after taking office or assuming duties and (b) not less than eight (8) hours of training every (2) two years, relating to their investment responsibilities. The two-year training cycle ~~coincides with the City's fiscal year begins on January 1 and ends two years later~~. Training must include education as required by the PFIA and include investment controls, security risk, strategy risks, market risks, diversification, and compliance. The training must be provided by an independent source approved by the Investment Committee. ~~(Section 2256.008)~~

~~For these purposes, courses or seminars offered by the Government Finance Officers Association, Government Finance Officers Association of Texas, Texas Municipal League, Southwest School of Government Finance, University of North Texas, Texas Association of Counties, Harris County Department of Education, Treasury Management Association, or the Government Treasurers' Organization of Texas will satisfy the training requirements. Documentation of training hours shall be reviewed annually by an external auditor. (Section 2256.008)~~

I. QUALITY ~~and~~ AND CAPABILITY OF INVESTMENT MANAGEMENT

It is the City's policy to provide training required by the ~~Public Funds Investment Act~~ PFIA, Section 2256.008 and ~~periodic training in investments as required by law~~ for the Investment Officer(s) through courses and seminars offered by independent, professional organizations and associations in order to ~~ensure~~ ensure the quality, capability and currency of ~~the Investment Officer in making investment decisions~~ investment management. (Section 2256.005(d))

J. OBJECTIVES

The City strives to invest funds in a manner where the ~~rate of return~~yield is secondary to the safety of principal and liquidity. To accomplish this, the ~~e~~City's principal investment objectives in order of priority are:

~~(1) Suitability – Each investment must be in conformance with all federal regulations, state statutes, city ordinances, and this investment policy.~~

~~(2)(1)~~ Safety – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. Investments are limited to the safest types ~~of securities~~, and pre-qualifications is required for broker/dealers, financial institutions, and any investment advisors with which the City will do business.

Investments shall be diversified by type and maturity to eliminate the risk of loss resulting from the concentration of assets in a specific maturity, issuer, or ~~a class, as appropriate of securities.~~

It is the City's full intent, at the time of purchase, to hold all investments until maturity to ensure the return on all invested principal.

~~(3)(2)~~ Liquidity – The City's portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with ~~budgetary and economic cycles and~~ forecasted cash flow requirements. ~~Financial institutionally collateralized~~ deposits, ~~h~~investment pools and no-load money market mutual funds provide daily liquidity and can be utilized as an alternative to fixed maturity investments.

~~(4)(3)~~ Yield – The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow characteristics of the portfolio. Return on ~~h~~investment is of secondary importance compared to safety and liquidity objectives.

K. INVESTMENT STRATEGIES

In accordance with the ~~Public Funds Investment Act~~PFIA, Section 2256.005(d), the governing body shall adopt a separate written investment strategy for each fund or pooled group of funds under the City's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities of importance:

- (1) understanding of the suitability of the investment to the financial requirements of the entity;
- (2) preservation and safety of principal;
- (3) liquidity;
- (4) marketability of the investment if the need arises to liquidate the investment before maturity;
- (5) diversification of the investment portfolio; and

(6) ~~yield-and.~~

A. GENERAL, ENTERPRISE OR OPERATING-TYPE FUNDS

1. Suitability – Any investment eligible in the investment policy is suitable for General, Enterprise, or Operating-type funds.

2. Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, managing the weighted average days to maturity of each fund’s portfolio to less than 270 days and restricting the maximum allowable maturity to two years will minimize the price volatility of the portfolio.

3. Liquidity – General, Enterprise, or Operating-type Funds require the greatest short-term liquidity of any of the fund-types. Demand deposit accounts, money market accounts, short-term investment pools, and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

4. Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement.

5. Diversification – Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Diversifying the appropriate maturity structure up to the two-year maximum will reduce interest rate risk.

6. Yield – Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio will be the minimum yield objective.

B. CAPITAL PROJECT FUNDS

1. Suitability – Any investment eligible in the investment policy is suitable for Capital Projects Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the investment policy.

2. Safety of Principal – All investments will be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Capital Projects Funds to not exceed the anticipated expenditure schedule, the market risk of the overall portfolio will be minimized. No stated final investment maturity shall exceed the shorter of the anticipated expenditure schedule or three years.

3. Liquidity – Most capital projects programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Demand deposit accounts, money market accounts, short term investment pools, and money market mutual funds will provide readily available funds generally equal to one month’s anticipated cash

flow needs, or a competitive yield alternative for short-term fixed maturity investments.

4. Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement.

5. Diversification – Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds. Generally, if investment rates exceed the applicable cost of borrowing, the City is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then current market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

4.6. Yield – Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the investment policy’s risk constraints. The yield of an equally weighted, rolling six-month Treasury-Bill portfolio will be the minimum yield objective for non-borrowed funds. Yields on debt proceeds that are not exempt from federal arbitrage regulations are limited to the arbitrage yield of the debt obligation. The Investment Officer(s) will seek to preserve principal and optimize the yield of these funds in compliance with current federal regulations.

C. DEBT SERVICE FUNDS

1. Suitability – Any investment eligible in the investment policy is suitable for Debt Service Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the investment policy.

2. Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

3. Liquidity – Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Demand deposit accounts, money market accounts, short term investments pools, and money market mutual funds may provide a competitive yield alternative for short-term fixed maturity investments.

4. Marketability – Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

5. Diversification – Market conditions influence the attractiveness of fully extending maturity to the next “unfunded” payment date. Generally, if investment rates are anticipated to decrease over time, the City is best served by locking in most investments. If the interest rates are potentially rising, then investing in

shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

6. Yield – Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio shall be the minimum yield objective.

D. DEBT SERVICE RESERVE FUNDS

1. Suitability – Any investment eligible in the investment policy is suitable for Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the investment policy.

2. Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing will reduce the investment's market risk if the City's debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or five years. Annual mark-to-market requirements or specific maturity and average life limitations within the borrowing's documentation will influence the attractiveness of market risk and influence maturity extension.

3. Liquidity – Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the City's debt holders. The funds are "returned" to the City at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, the City is best served by locking in investment maturities and reducing liquidity. If the borrowing cost cannot be exceeded, then current market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.

4. Marketability – Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

5. Diversification – Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

6. Yield – Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall operate within the limits of the Investment Policy's risk constraints.

III.II. INVESTMENT TYPES

A. AUTHORIZED INVESTMENTS (2256.009)

Funds of the City may be invested in the following instruments as authorized by the Public Funds Investment Act PFIA. While the PFIA authorizes additional investment types, only those instruments listed below are authorized.

A. Current Financial Institution Deposit Investments

(1) Interest-bearing banking-financial institution deposits that are guaranteed or insured by: the Federal Deposit Insurance Corporation (FDIC) or its successor; or the National Credit Union Share Insurance Fund or its successor.

(2) is secured by obligations in a manner and amount provided by law for deposits of the City, or

(3) is placed in a manner that meets the requirements of the PFIA.

(2) Certificates of Deposit (CD) if issued by a depository institution or approved broker/dealer that has its main office or a branch office in this state, or purchased through a broker/dealer located in this state, and is:

— (a) — Guaranteed or insured by the Federal Deposit Insurance Corporation FDIC or its successor, or

— (b) — Secured by obligations that are described in V, Collateral, or secured in any other manner and amount provided by law for deposits of the City.

CD's purchased through a broker shall meet criteria for maturity and interest rates determined by the City's Investment Officer(s) in advance of purchase. The City must appoint an entity or the broker/dealer as custodian with respect to the CD's issued for the account of the City. The custodian shall provide monthly reports of CD's owned by the City. All funds must have the collateralization level of 102% of the market value of the principal and interest.

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B. Other Obligations

(1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

(2) direct obligations of this state or its agencies and instrumentalities;

(3) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities; and

(4) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

C. ~~Mutual funds and~~ money market funds with limitations described below:

No-load money market mutual fund is authorized if it:

- (1) is registered and regulated by the Securities and Exchange Commission;
- (2) provides the City with a prospectus and other information required by law;
- (3) has a dollar-weighted average stated maturity of 90 days or fewer, and
- (4) includes in its investment objectives the maintenance of a stable net asset value of \$1.0000 for each share.

~~A no-load mutual fund is authorized if it:~~

- ~~(1) is registered with the Securities and Exchange Commission;~~
- ~~(2) has an average weighted maturity of less than two (2) years;~~
- ~~(3) is invested exclusively in obligations as approved in the City's investment policy;~~
- ~~(3) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and~~

~~Relative to mutual funds and money market mutual funds, the City may not;~~

- ~~(0) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds;~~
- ~~(0) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds; or~~
~~invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund or money market mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund or money market mutual fund.~~

D. ~~Eligible Local government investment pools (as discussed in the Public Funds Investment Act organized in compliance with the PFIA, Section 2256.016-2256.019) only if and specifically authorized by resolution of the City Council by resolution authorizes participation in the particular pool. A local government investment pool shall invest the funds it receives from entities in authorized investments permitted by the Public Funds Investment Act PFIA. A public fund local government investment pool created to function as a money market mutual fund must mark to market daily and, to the extent possible, stabilize at a \$1.00 net asset value. The investment pool must be continuously rated no lower than AAA or AAA-m or no lower than investment grade an equivalent rating by at least one nationally recognized rating service and have a weighted average maturity no greater than 90 days.~~

E. ~~All other investments as authorized under the Public Funds Investment Act, if determined to be in the best interest of the City.~~

B. PROHIBITED INVESTMENTS– Section 2256.009(b)

The Investment Officer has no authority to use any of the following investment instruments which are strictly prohibited by the PFIA:

- (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- (4) collateralized mortgage obligations the interest of which is determined by an index that adjusts opposite to the changes in a market index.

Further, the City will not invest in Commercial Paper, including local government investment pools which invest in Commercial Paper, planned amortization classes (PAC), derivatives and other instruments with embedded features, such as swaps, forwards or futures, options, foreign exchange, floaters, interest rate caps, floors, and collars, etc.

C. INVESTMENTS ~~with~~ WITH REQUIRED RATINGS

Investments with minimum required ratings such as local government investment pools, no-load money market mutual funds, and securities do not qualify as authorized investments during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with ~~its~~ this investment policy to liquidate an investment that does not have the minimum rating. (Section 2256.021)

D. EXEMPTION FOR EXISTING INVESTMENTS

The City is not required to liquidate investments that were authorized investments at the time of purchase. (Section 2256.017)

IV.III. INVESTMENT RESPONSIBILITY AND CONTROL

A. BROKER/DEALERS ~~FINANCIAL INSTITUTIONS~~

~~The Investment Officer(s) shall maintain a list of financial institutions, broker/dealers and local government investment pools authorized by the City Council to provide investment services to the City. The Investment Officer(s) shall not conduct business with any firm local government investment pool or financial institution not approved by City Council. No public deposit shall be made except in a qualified public depository as established by state laws. The Investment Committee shall annually review and recommend an approved a list of Approved Broker/Dealers to City Council for approval annually as required under 2256.025 of the PFIA. (See Exhibit B)~~

The City will prepare a Request for Investment Services as deemed appropriate. The City shall follow the RFQ process to solicit the broker qualifications. All financial institutions

and broker/dealers who desire to become qualified bidders for investment services must submit the required documents to the City by stated day and time. After review of all qualified submissions, a list of selected firms will be prepared, reviewed by the Investment Committee, and approved by City Council.

The top two to three firms shall be selected to appear on the approved list. If, after the firm is selected, they no longer qualify or provide services inconsistent with acceptable levels, the Investment Officer may recommend removing the firm and replace it with the next qualified firm based on the last RFQ. Should an approved firm merge with or be acquired by another while on the City's approved list, the new institution must agree to meet the same certification or collateralization requirements or will be removed from the approved list.

D.B. CERTIFICATION (See Exhibit A)

In accordance with 2256.005 (k), a written copy of this investment policy shall be presented to any person/firm/local government investment pool or discretionary investment management firm seeking to engage in an investment transaction with the City and shall execute a written instrument substantially to the effect that the registered principal has:

- (1) received and thoroughly reviewed the investment policy of the City; and
- (2) acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization:
 - a. is dependent on an analysis of the makeup of the City's entire portfolio;
 - b. requires an interpretation of subjective investment standards; or
 - a.c. relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

~~_____The Investment Officer(s) may not acquire any authorized investment described in this investment policy from any buy any securities from a business organization (broker/dealer, _____ financial institutions and investment pools) who has not delivered to the City such _____ an instrument in substantially the form provided on Exhibit A, according to _____ Section 2256.005(l). As a best practice, The Investment Policy shall also be provided/offered annually, after its annual _____ adoption, to all authorized investment providers/firms and Certification signed annually for receipt acknowledgement.~~

F.C. COMPETITIVE BIDDING ENVIRONMENT

~~It is the policy of the City to require a competitive environment for all individual security purchases and sales, financial institution time deposit placements and financial institution transaction accounts, and money market mutual fund and local government investment pool selections. The Finance Director shall develop and maintain procedures for ensuring a competitive environment in the investment of the City's fund. Each investment purchase, excluding investment pools, mutual funds, and bank deposits, must be based on competitive quotations received from at least two broker/dealers authorized by this policy.~~

~~An exception to the competitive bidding requirement is a new issue offering still in the primary market. The investment will be made with the broker/dealer offering the greatest return and quality to the City within the specified maturity window. If two or three bids are solicited but not all offers received within the time frame specified in the solicitation, then the Investment Officer may act based on the offer(s) received, as long as documented. Quotes will be accepted either written or electronically, or a combination thereof.~~

G.D. DELIVERY vs. PAYMENT

~~It will be the policy of the City that all Treasury Bills, Notes and Bonds and Government Agencies securities shall be purchased using the "Delivery vs. Payment" (DVP) method through the Federal Reserve System or other industry standard system. By so doing, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased. Securities will be held in the City's name by a third-party custodian as evidenced by safekeeping receipts of the institution with which the securities are deposited. (Section 2256.005(eb)(4)(E))~~

H.E. ELECTRONIC FUNDS TRANSFER

The City may use electronic means to transfer or invest all funds collected or controlled by the City. (Section 2256.051)

H.F. DIVERSIFICATION

~~The City of Bunker Hill will diversify its investments by security type and, issuer, as appropriate institution and~~

~~broker/dealer to avoid incurring an over-concentration in a specific maturity, specific issue or specific security type. The asset allocation in the portfolio should be flexible and responsive to the outlook for the economy and the markets. With the exception of interest bearing checking accounts that are fully collateralized, no more than thirty percent (35%) of the total investment portfolio will be invested in any one investment type, excluding mutual funds which have investment limitations. Diversification of the portfolio also considers maturity date. In no case shall a single investment transaction be more than 25% of the entire portfolio at the time of purchase, except bond proceeds.~~

J. MAXIMUM MATURITIES (Section 2256.005(b))

~~To the extent possible, the City will attempt to match its investments with anticipated cash flows. Maximum maturity on City reserve funds, excluding bond proceeds, will not exceed two (2) years from date of purchase. Maturities on bond proceeds should closely match the cash flow expectations of the project, not to exceed five (5) years. The composite portfolio will have a targeted weighted average maturity, based on the stated maturity date for the portfolio, of 365 days or less.~~

M.G. AUDIT CONTROL

The City, in conjunction with its annual audit by an independent auditor, shall have a compliance audit of management controls on investments and adherence to the City's

investment policy. (Section 2256.005(m)) Additionally, the City's investment reports shall be formally reviewed at least annually by an independent auditor, and the results of the review shall be reported to the City Council by that auditor.

V.IV. INVESTMENT REPORTING AND PERFORMANCE EVALUATION

A. INVESTMENT REPORT

In accordance with the ~~Government Code~~ PFIA (section 2256.023), the Investment Officer(s) shall prepare and submit to the City Council a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

- (1) describe in detail the investment position of the City on the date of the report;
- (2) be prepared jointly by all investment officers of the City;
- (3) be signed by each investment officer of the City;
- (4) contain a summary statement of each pooled fund group that states the:
 - (A) beginning market value for the reporting period;
 - ~~(B) additions and changes to the market value during the period; and~~
 - ~~(C)~~ (B) ending market value for the period; and
 - ~~(D)~~ (C) fully accrued interest for the reporting period;
- (5) state the book value and market value of each separately invested asset at the beginning and end of the reporting period by type of asset and fund type invested;
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the City for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the City as it relates to:
 - (A) the investment strategy expressed in the City's investment policy; and
 - (B) relevant provisions of ~~this chapter~~ the PFIA.

YEAR-END GENERAL LEDGER ADJUSTMENTS

In order to ensure compliance with Governmental Accounting Standards Board Statements #31 and #72, the City shall use the market values of the investments at year-end, and if necessary, adjust the investment values on the General Ledger to the market values at year-end as part of the year-end process.

B. PERFORMANCE STANDARDS

The investment portfolio shall be managed in accordance with the objectives specified in this policy (safety, liquidity, and yield). The portfolio should ~~obtain seek to attain~~ a market average rate of return ~~during a market/economic environment of stable interest rates throughout budgetary and economic cycles.~~ ~~The Investment Officer shall determine whether market yields are being achieved by comparing the portfolio market yield to the rolling three (3) month US Treasury Bill and another such index that most closely matches the average maturity of the portfolio.~~ To determine portfolio performance, this policy establishes “weighted average yield to maturity” as the standard calculation.

C. ~~MARKING to~~ MARKET VALUATION

— If applicable, the market value of the portfolio shall be calculated ~~at least monthly and as part of the investment report.~~ The market value of each investment shall be obtained from a ~~source such as the Wall Street Journal, Bloomberg, or from one of the City’s authorized broker/dealers.~~ an independent source. (Section 2256.005(d))

V. COLLATERAL

A. ~~Collateral COLLATERALIZATION or Insurance~~

— ~~Collateralization shall be required for all uninsured collected balances, plus accrued interest.~~ on three types of investments:

~~certificates of deposits~~

~~demand deposits~~

~~repurchase agreements~~

In order to anticipate market changes and provide a level of additional ~~security protection~~ for all funds, the collateralization level required will be 102% of the ~~market value of the principal and interest of the deposit net of FDIC coverage,~~ with the exception of deposits secured with irrevocable letters of credit which shall be at least equal to 100% of the principal and anticipated accrued interest of the deposit net of FDIC coverage. ~~Pledged. The market value of pledged securities shall be marked to market at least monthly.~~

A written collateral agreement must establish a perfected security interest in compliance with Federal and State regulations, including:

- (1) The agreement must be in writing;

- (2) ~~The agreement must be executed, approved by the Banks Board of Directors, and executed by the depository and the City contemporaneously with the acquisition of the asset;~~
- (3) ~~The agreement must be approved by the Board of Directors or authorized Committee of the depository and a copy of the meeting minutes must be delivered to the City; and~~
- (4) ~~The agreement must be part of the depository's official record continuously since its execution.~~

The City chooses to accept collateral based on the list of investments authorized under the Public Funds Collateral Act. ~~The City reserves the right to accept or reject any proposed collateral at its sole discretion, substitution is granted with the approval of the an Investment Officer or the City Administrator. They may approve and release pledged collateral as well as request additional collateral in the event they deem that deposits or investments are not sufficiently protected by the pledged collateral.~~

Securities pledged as collateral will be held in an account in the City's name by an approved, independent custodian third party. ~~The custodial agreement is to specify the acceptable collateral, including provisions relating to possession of the collateral, the substitution or release of all or a portion of the collateral, ownership of the collateral, and the method of valuation of the collateral. The custodial agreement must clearly state that the custodian is instructed to release collateral to the City in the event the City has determined that the depository institution has failed to pay on any request, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A~~ The City shall receive a monthly collateral report listing each security, description, maturity, cusip number, par value and market value of each security, and the collateral totals. Collateral shall be reviewed monthly to assure that the market value of the pledged collateral is adequate.

VI. ANNUAL REVIEW AND ADOPTION

~~The City Council governing body of an investing entity shall review this investment policy, and the incorporated investment strategies, not less than annually. The governing body City Council shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.~~

EXHIBIT A

BROKER/DEALER CERTIFICATION FORM BY BUSINESS ORGANIZATION
As required by Texas Government Code 2256.005(k)

CITY OF BUNKER HILL VILLAGE, TEXAS

This certification is executed on behalf of the City of Bunker Hill Village, Texas (the "City"), and (the "Business Organization"), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

Qualified Representative of Business Organization

Firm: _____

The City acknowledges that the only means the firm has to preclude imprudent investment activities arising out of transactions between the firm and the City is to confirm that all provisions of the City's investment policy are followed in investment transactions conducted between the firm and the City, and the second paragraph below should be read accordingly.

I, as a registered principal for the firm _____ do hereby certify that I, and the broker covering this account, _____ have received and both have thoroughly reviewed the investment policy of the City. We acknowledge that this firm has implemented reasonable internal procedures and controls in an effort to preclude imprudent investments between this firm and the City arising from transactions between the City and the firm.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Government Code—Chapter 2256.005

~~The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.~~

EXHIBIT B

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**~~APPROVED BROKER/DEALERS/ FINANCIAL INSTITUTIONS, AND INVESTMENT
POOLS~~**

Broker/Dealers

Public Depositories

—— BBVA Compass Bank

—— Allegiance Bank

~~Certificates of Deposit may be purchased from Texas depository institutions, which are not on the approved broker list, as they are considered depository in nature. Certificates of Deposit purchased from brokerage firms, however, must be on the approved broker/dealer list as they fall under the Public Funds Investment Act. All deposits over the FDIC limit must be collateralized.~~

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Local Government Investment Pools

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CITY OF BUNKER HILL VILLAGE



**The Investment Policy of the
City of Bunker Hill Village, Texas,
Approved by City Council
On the 16th day of November 2021**

ATTEST:

Karen Glynn, Acting City Secretary

I. INVESTMENT AUTHORITY AND SCOPE OF POLICY

A. PURPOSE

The purpose of this policy of the City of Bunker Hill Village, Texas (the City) is to comply with the statutory requirements of The Texas Government Code, Chapter 2256, (The Public Funds Investment Act, "PFIA") which requires each entity to adopt a written investment policy regarding the investment of its funds and funds under its control. This policy shall set forth specific investment and strategy guidelines for the City to manage and invest its cash with three objectives, listed in order of priority: safety of principal, liquidity, and yield. This policy will be reviewed and adopted by resolution at least annually according to Section 2256.005(e).

B. POLICY

It is the policy of the City that the administration of its funds and the investment of those funds shall be managed with a degree of professionalism that is worthy of the public trust. Investments shall be made in a manner which will assure the safety of principal, adequate operational liquidity and a risk-appropriate yield. The City will invest in conformance with all applicable state and City statutes governing the investment of public funds, all related Governmental Accounting Standards Board Statements, and other related financial accounting standards. Yield will be secondary to the requirement for safety and liquidity. The earnings from investments will be used in a manner that best serves the public trust and interest of the City.

C. SCOPE

This investment policy applies to all funds and investments held by the City and accounted for in the City's Annual Financial Report. These funds, as well as funds that may be created from time-to-time, shall be administered in accordance with the provisions of this policy. All funds invested under this policy shall be considered as a pooled group for investment purposes to ensure efficiency and maximum investment opportunity, except for monies as may be stipulated by law such as bond covenants.

Deferred compensation and the retirement system assets the City sets aside or holds for its employees are not subject to this policy.

D. INVESTMENT COMMITTEE

The City Council hereby creates an Investment Committee composed of the City Administrator, Mayor, and a Council member to be appointed by the Mayor and annually confirmed by the City Council.

The Investment Committee shall meet periodically and include in its deliberations such topics as economic outlook, investment strategies, portfolio diversification, maturity structure, potential risk to the City's funds, evaluation and authorization of broker/dealers, acceptable training sources, rate of return on the investment portfolio, and review of compliance with the investment policy. The Investment Committee will also advise the City Council of any future amendments to the investment policy that are deemed necessary or recommended.

E. DELEGATION OF AUTHORITY

The Finance Officer is designated as the Investment Officer of the City. Responsibility for the operation of the investment program is hereby delegated to the Investment Officer, who shall act in accordance with established procedures and internal controls for the daily operations of the investment program. No other person(s) may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Officer.

Authority granted to the Investment Officer is effective until rescinded by City Council. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of employees involved in investment activities. The system of controls shall be designed to provide reasonable assurance that the assets of the City are protected from loss, theft, or misuse. The concept of reasonable assurance recognizes that:

- (1) the cost of a control should not exceed the benefits likely to be derived; and
- (2) the valuation of costs and benefits requires estimates and judgments by management.

In the event the position of Finance Officer becomes vacant, the City Administrator shall serve as Investment Officer during such vacancy. (Section 2256.005(f))

F. ETHICS AND CONFLICTS OF INTEREST

Investment Officer(s) shall refrain from personal business activities that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment Officer(s) who have a personal business relationship with an entity or are related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City must file a statement disclosing that personal business interest or relationship with the Texas Ethics Commission and the City Council in accordance with Government Code 2256.005(i).

G. PRUDENCE

Investments shall be made with judgement and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. The determination of whether an Investment Officer has exercised prudence with respect in an investment decision shall be made taking into consideration the investment of all funds rather than a consideration as to the prudence of a single investment. (Section 2256.006)

The Investment Officer(s), and those delegated investment authority under this policy, when acting in accordance with the written procedures and this policy and in accord with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from the expectations for a specific issuer's credit risk or market price changes are reported in a timely manner to the City Council and that appropriate action is taken to control adverse developments.

H. INVESTMENT TRAINING

The Investment Officer(s) shall accumulate (a) not less than ten (10) hours of training within twelve (12) months after taking office or assuming duties and (b) not less than eight (8) hours of training every (2) two years, relating to their investment responsibilities. The two-year training cycle coincides with the City's fiscal year. Training must include education as required by the PFIA and include investment controls, security risk, strategy risks, market risks, diversification, and compliance. The training must be provided by an independent source approved by the Investment Committee. (Section 2256.008)

I. QUALITY AND CAPABILITY OF INVESTMENT MANAGEMENT

It is the City's policy to provide training required by the PFIA for the Investment Officer(s) through courses and seminars offered by independent, professional organizations and associations in order to ensure the quality, capability and currency of investment management. (Section 2256.005(b))

J. OBJECTIVES

The City strives to invest funds in a manner where the yield is secondary to the safety of principal and liquidity. To accomplish this, the City's principal investment objectives in order of priority are:

- (1) Safety – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. Investments are limited to the safest types, and pre-qualification is required for broker/dealers, financial institutions, and any investment advisors with which the City will do business.

Investments shall be diversified by type and maturity to eliminate the risk of loss resulting from the concentration of assets in a specific maturity, issuer, or class, as appropriate.

It is the City's full intent, at the time of purchase, to hold all investments until maturity to ensure the return on all invested principal.

- (2) Liquidity – The City's portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements. Financial institution deposits, investment pools and no-load money market mutual funds provide daily liquidity and can be utilized as an alternative to fixed maturity investments.
- (3) Yield – The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to safety and liquidity objectives.

K. INVESTMENT STRATEGIES

In accordance with the PFIA, Section 2256.005(d), the governing body shall adopt a separate written investment strategy for each fund or pooled group of funds under the

City's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities of importance:

- (1) understanding of the suitability of the investment to the financial requirements of the entity;
- (2) preservation and safety of principal;
- (3) liquidity;
- (4) marketability of the investment if the need arises to liquidate the investment before maturity;
- (5) diversification of the investment portfolio; and
- (6) yield.

A. GENERAL, ENTERPRISE OR OPERATING-TYPE FUNDS

1. Suitability – Any investment eligible in the investment policy is suitable for General, Enterprise, or Operating-type funds.

2. Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, managing the weighted average days to maturity of each fund's portfolio to less than 270 days and restricting the maximum allowable maturity to two years will minimize the price volatility of the portfolio.

3. Liquidity – General, Enterprise, or Operating-type Funds require the greatest short-term liquidity of any of the fund-types. Demand deposit accounts, money market accounts, short-term investment pools, and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

4. Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement.

5. Diversification – Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Diversifying the appropriate maturity structure up to the two-year maximum will reduce interest rate risk.

6. Yield – Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio will be the minimum yield objective.

B. CAPITAL PROJECT FUNDS

1. Suitability – Any investment eligible in the investment policy is suitable for Capital Projects Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the investment policy.

2. Safety of Principal – All investments will be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Capital Projects Funds to not exceed the anticipated expenditure schedule, the market risk of the overall portfolio will be minimized. No stated final investment maturity shall exceed the shorter of the anticipated expenditure schedule or three years.
3. Liquidity – Most capital projects programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Demand deposit accounts, money market accounts, short term investment pools, and money market mutual funds will provide readily available funds generally equal to one month’s anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments.
4. Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement.
5. Diversification – Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds. Generally, if investment rates exceed the applicable cost of borrowing, the City is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then current market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.
6. Yield – Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the investment policy’s risk constraints. The yield of an equally weighted, rolling six-month Treasury-Bill portfolio will be the minimum yield objective for non-borrowed funds. Yields on debt proceeds that are not exempt from federal arbitrage regulations are limited to the arbitrage yield of the debt obligation. The Investment Officer(s) will seek to preserve principal and optimize the yield of these funds in compliance with current federal regulations.

C. DEBT SERVICE FUNDS

1. Suitability – Any investment eligible in the investment policy is suitable for Debt Service Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the investment policy.
2. Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.
3. Liquidity – Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow

requirements. Demand deposit accounts, money market accounts, short term investments pools, and money market mutual funds may provide a competitive yield alternative for short-term fixed maturity investments.

4. Marketability – Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

5. Diversification – Market conditions influence the attractiveness of fully extending maturity to the next “unfunded” payment date. Generally, if investment rates are anticipated to decrease over time, the City is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

6. Yield – Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio shall be the minimum yield objective.

D. DEBT SERVICE RESERVE FUNDS

1. Suitability – Any investment eligible in the investment policy is suitable for Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the investment policy.

2. Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing will reduce the investment’s market risk if the City’s debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or five years. Annual mark-to-market requirements or specific maturity and average life limitations within the borrowing’s documentation will influence the attractiveness of market risk and influence maturity extension.

3. Liquidity – Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the City’s debt holders. The funds are “returned” to the City at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, the City is best served by locking in investment maturities and reducing liquidity. If the borrowing cost cannot be exceeded, then current market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.

4. Marketability – Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

5. Diversification – Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

6. Yield – Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall operate within the limits of the Investment Policy’s risk constraints.

II. INVESTMENT TYPES

A. AUTHORIZED INVESTMENTS

Funds of the City may be invested in the following instruments as authorized by the PFIA. While the PFIA authorizes additional investment types, only those instruments listed below are authorized.

A. Financial Institution Deposit Investments

- (1) Interest-bearing financial institution deposits that are guaranteed or insured by: the Federal Deposit Insurance Corporation (FDIC) or its successor; or the National Credit Union Share Insurance Fund or its successor.
- (2) is secured by obligations in a manner and amount provided by law for deposits of the City, or
- (3) is placed in a manner that meets the requirements of the PFIA.

B. Other Obligations

- (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
- (2) direct obligations of this state or its agencies and instrumentalities;
- (3) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities; and
- (4) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

C. Money market funds with limitations described below:

No-load money market mutual fund is authorized if it:

- (1) is registered and regulated by the Securities and Exchange Commission;
- (2) provides the City with a prospectus and other information required by law;

- (3) has a dollar-weighted average stated maturity of 60 days or fewer, and
- (4) includes in its investment objectives the maintenance of a stable net asset value of \$1.0000 for each share.

D. Local government investment pools (organized in compliance with the PFIA) and specifically authorized by resolution of the City Council. A local government investment pool shall invest the funds it receives from entities in authorized investments permitted by the PFIA. A local government investment pool created to function as a money market mutual fund must mark to market daily and, to the extent possible, stabilize at a \$1.00 net asset value. The investment pool must be continuously rated no lower than AAA or AAA-m or an equivalent rating by at least one nationally recognized rating.

B. PROHIBITED INVESTMENTS– Section 2256.009(b)

The Investment Officer has no authority to use any of the following investment instruments which are strictly prohibited by the PFIA:

- (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- (4) collateralized mortgage obligations the interest of which is determined by an index that adjusts opposite to the changes in a market index.

Further, the City will not invest in Commercial Paper, including local government investment pools which invest in Commercial Paper, planned amortization classes (PAC), derivatives and other instruments with embedded features, such as swaps, forwards or futures, options, foreign exchange, floaters, interest rate caps, floors, and collars, etc.

C. INVESTMENTS WITH REQUIRED RATINGS

Investments with minimum required ratings such as local government investment pools, no-load money market mutual funds, and securities do not qualify as authorized investments during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with this investment policy to liquidate an investment that does not have the minimum rating. (Section 2256.021)

D. EXEMPTION FOR EXISTING INVESTMENTS

The City is not required to liquidate investments that were authorized investments at the time of purchase. (Section 2256.017)

III. INVESTMENT RESPONSIBILITY AND CONTROL

A. BROKER/DEALERS

The Investment Committee shall annually review and approve a list of Approved Broker/Dealers as required under 2256.025 of the PFIA.

B. CERTIFICATION (See Exhibit A)

In accordance with 2256.005(k), a written copy of this investment policy shall be presented to any local government investment pool or discretionary investment management firm seeking to engage in an investment transaction with the City and shall execute a written instrument substantially to the effect that the registered principal has:

- (1) received and thoroughly reviewed the investment policy of the City; and
- (2) acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization:
 - a. is dependent on an analysis of the makeup of the City's entire portfolio;
 - b. requires an interpretation of subjective investment standards; or
 - c. relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The Investment Officer(s) may not acquire any authorized investment described in this investment policy from any business organization (investment pool) who has not delivered to the City such an instrument in substantially the form provided on Exhibit A, according to Section 2256.005(l). As a best practice, the investment policy shall also be offered to all investment providers for receipt acknowledgement.

C. COMPETITIVE ENVIRONMENT

It is the policy of the City to require a competitive environment for all individual security purchases and sales, financial institution time deposit placements and financial institution transaction accounts, and money market mutual fund and local government investment pool selections. The Finance Director shall develop and maintain procedures for ensuring a competitive environment in the investment of the City's fund.

D. DELIVERY VS. PAYMENT

It will be the policy of the City that all securities shall be purchased using the "Delivery vs. Payment" (DVP) method through the Federal Reserve System or other industry standard system. By so doing, City funds are not released until the City has received the securities purchased. Securities will be held in the City's name by a third-party custodian as evidenced by safekeeping receipts of the institution with which the securities are deposited. (Section 2256.005(b)(4)(E))

E. ELECTRONIC FUNDS TRANSFER

The City may use electronic means to transfer or invest all funds collected or controlled by the City. (Section 2256.051)

F. DIVERSIFICATION

The City will diversify its investments by security type and issuer, as appropriate. The asset allocation in the portfolio should be flexible and responsive to the outlook for the economy and the markets. Diversification of the portfolio also considers maturity date. In no case shall a single investment transaction be more than 25% of the entire portfolio at the time of purchase, except bond proceeds.

G. AUDIT CONTROL

The City, in conjunction with its annual audit by an independent auditor, shall have a compliance audit of management controls on investments and adherence to the City's investment policy. (Section 2256.005(m)). Additionally, the City's investment reports shall be formally reviewed at least annually by an independent auditor, and the results of the review shall be reported to the City Council by that auditor.

IV. INVESTMENT REPORTING AND PERFORMANCE EVALUATION

A. INVESTMENT REPORT

In accordance with the PFIA (section 2256.023), the Investment Officer(s) shall prepare and submit to the City Council a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

- (1) describe in detail the investment position of the City on the date of the report;
- (2) be prepared jointly by all investment officers of the City;
- (3) be signed by each investment officer of the City;
- (4) contain a summary statement of each pooled fund group that states the:
 - (A) beginning market value for the reporting period;
 - (B) ending market value for the period; and
 - (C) fully accrued interest for the reporting period;
- (5) state the book value and market value of each separately invested asset at the end of the reporting period by type of asset and fund type invested;
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the City for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the City as it relates to:
 - (A) the investment strategy expressed in the City's investment policy; and
 - (B) relevant provisions of the PFIA.

B. PERFORMANCE STANDARDS

The investment portfolio shall be managed in accordance with the objectives specified in this policy (safety, liquidity, and yield). The portfolio should seek to attain a market rate of return throughout budgetary and economic cycles. To determine portfolio performance, this policy establishes “weighted average yield to maturity” as the standard calculation.

C. MARKET VALUATION

If applicable, the market value of the portfolio shall be calculated as part of the investment report. The market value of each investment shall be obtained from an independent source. (Section 2256.005(d))

V. COLLATERAL

A. COLLATERALIZATION

Collateralization shall be required for all uninsured collected balances, plus accrued interest. In order to anticipate market changes and provide a level of additional protection for all funds, the collateralization level required will be 102% of the principal and interest of the deposit net of FDIC coverage, with the exception of deposits secured with irrevocable letters of credit which shall be at least equal to 100% of the principal and anticipated accrued interest of the deposit net of FDIC coverage.

A written collateral agreement must establish a perfected security interest in compliance with Federal and State regulations, including:

- (1) The agreement must be in writing;
- (2) The agreement must be executed by the depository and the City contemporaneously with the acquisition of the asset;
- (3) The agreement must be approved by the Board of Directors or authorized Committee of the depository and a copy of the meeting minutes must be delivered to the City;
and
- (4) The agreement must be part of the depository’s official record continuously since its execution.

The City chooses to accept collateral based on the list of investments authorized under the Public Funds Collateral Act. The City reserves the right to accept or reject any proposed collateral at its sole discretion.

Securities pledged as collateral will be held in an account in the City’s name by an approved, independent custodian. The custodial agreement is to specify the acceptable collateral, including provisions relating to possession of the collateral, the substitution or release of all or a portion of the collateral, ownership of the collateral, and the method of valuation of the collateral. The custodial agreement must clearly state that the custodian is instructed to release collateral to the City in the event the City has determined that the depository institution has failed to pay on any request, or has determined that the funds of the City are in jeopardy for

whatever reason, including involuntary closure or change of ownership. The City shall receive a monthly collateral report listing each security, description, maturity, cusip number, par value and market value of each security, and the collateral totals. Collateral shall be reviewed monthly to assure that the market value of the pledged collateral is adequate.

VI. ANNUAL REVIEW AND ADOPTION

The City Council shall review this investment policy, and the incorporated investment strategies, not less than annually. The City Council shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

EXHIBIT A
CERTIFICATION BY BUSINESS ORGANIZATION
As required by Texas Government Code 2256.005(k)

CITY OF BUNKER HILL VILLAGE, TEXAS

This certification is executed on behalf of the City of Bunker Hill Village, Texas (the “City”), and _____ (the “Business Organization”), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the “Act”) in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City’s Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City’s entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

Qualified Representative of Business Organization

Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**MINUTES OF THE FINANCE AUDIT COMMITTEE
OF THE CITY OF BUNKER HILL VILLAGE, TEXAS
NOVEMBER 10, 2021 AT 8:00 A.M.**

Mayor Robert Lord called the meeting to order in the City Council Chambers of City Hall, 11977 Memorial Drive, Houston, Texas.

Present:

Mayor Robert Lord
Councilwoman Susan Schwartz
Karen Glynn, City Administrator
Susan Grass, Finance Director
Tim Pinon, Valley View Consulting

ANNUAL REVIEW OF POLICY

Susan Grass and Karen Glynn shared that they had asked the City's consultant, Valley View Consulting to review the City's Investment Policy in full following our work with Valley View during the Banking RFA Process.

Tim Pinon from Valley View stepped through the recommended changes to the policy. The Committee had a thorough discussion. With current conditions and interest rates, the City's banking accounts provide the best interest at this time; however, the policy provides the means to consider other options over time.

The Committee unanimously approved the recommended policy. This policy will be presented to the City Council as a resolution at the November meeting.

REVIEW OF INVESTMENTS

The City has kept all funds in the City's checking accounts and has utilized the City's Secondary Bank, Allegiance Bank as Allegiance provided a more competitive interest rate.

BANKING CONTRACTS

The City's current banking contract with BBVA Compass will expire in March 2022. The City contracted with Valley View Consulting to assist in the RFA Process. Tim Pinon provided a summary of the process and outlined the recommendations to contract with Allegiance Bank as the City's Primary Bank and Independent Financial as the Secondary Bank.

BUDGET AMENDMENTS FOR 2021

As discussed during the 2022 Budget Process, projections were outlined for the 2021 Budget. Staff is recommending a Budget Amendment at the November Meeting to ensure projected ending fund balance availability for 2022. Also, since there are only a few more months left in the fiscal/calendar

year for 2021, line-item budgets will more accurately reflect expenditures/expenses that staff can rely upon when making purchases. This is also helpful as we prepare for the annual audit.

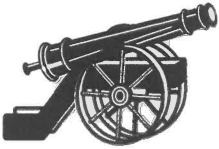
Amendments 2 - 11 will compare the Fiscal Year 2021 Adopted Budget passed by City Council in September 2020 to the recommended Fiscal Year 2021 year-end projections, including both revenues and expenditures/expenses, for all funds, in order to see the change from the adopted budget.

SUMMARY OF RECOMMENDATIONS

In summary, the Committee is recommending the following:

- Take the Revised Investment Policy to City Council for approval at the November Meeting.
- Take the Primary and Secondary Depository Bank Recommendations to the City Council for approval at the November Meeting.
- Take the 2021 Budget Amendments (Amendments 2-11) to the City Council for approval at the November Meeting.

The meeting was adjourned.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: November 16, 2021

Agenda Item No: XIX

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION APPROVING ORDINANCE NO. 21-564 ADOPTING AMENDMENT NOS. 2-11 TO THE ORIGINAL BUDGET OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, FOR THE FISCAL YEAR 2021; PROVIDING DETAILED LINE ITEM INCREASES OR DECREASES; PROVIDING FOR SEVERABILITY, AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

Exhibits: Ordinance No. 21-564
Fiscal Year 2021 Budget Amendments 2- 11

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

Executive Summary

City staff is submitting for City Council consideration and approval a revised budget for Fiscal year 2021 based on year-end projections. Adopting a revised budget more accurately reflects the City's financial position as well as ensures a more accurate depiction of the fund balance as used in the preparation and adoption of the Fiscal Year 2022 Budget.

Amendments 2 - 11 (attached) compare the Fiscal Year 2021 Adopted Budget passed by City Council in September 2020 to the recommended Fiscal Year 2021 year-end projections, including both revenues and expenditures/expenses, for all funds, in order to see the change from the adopted budget.

In the past, City Council amended the budget based on year-end actuals. Since the following year's budget (2022) makes assumptions about the current year's available fund balance for use in the 2022 budget, staff is recommending that the City Council approve a budget amendment based on current year-end projections in order to ensure projected ending fund balance availability. Also, since there are only a few more months left in the fiscal/calendar year for 2021, line-item budgets will more accurately reflect expenditures/expenses that staff can rely upon when making purchases. This is also helpful as we prepare for the annual audit.

ORDINANCE NO. 21-564

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING AMENDMENT NOS. 2 THROUGH 11 TO THE ORIGINAL BUDGET OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, FOR THE FISCAL YEAR 2021; PROVIDING DETAILED LINE ITEM INCREASES OR DECREASES; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

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

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

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

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

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

Section 2. The City of Bunker Hill Village Budget for the fiscal year 2021 is hereby amended by the adoption of **“Amendment Nos. 2 through 11 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2021,”** a copy of which is attached hereto. The “Amendment Nos. 2 through 11 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2021” shall be attached to and made a part of the Original Budget by the City Secretary; and filed as required by State law.

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

PASSED, APPROVED, AND ADOPTED this the 16th day of November 2021.

Robert P. Lord, Mayor

ATTEST:

Karen Glynn, Acting City Secretary

CITY OF BUNKER HILL VILLAGE					
2021 BUDGET AMENDMENT					
DEBT SERVICE					
AMENDMENT 2					
		2021 ADOPTED	2021		
Account #	Description	BUDGET	PROJECTIONS	CHANGES	
03	00-00-4010	Taxes - Current Year	1,007,115	1,020,000	12,885
03	00-00-4020	Taxes - Prior Years	1,000	9,000	8,000
03	00-00-4030	Taxes - Penalty & Interest	4,000	5,000	1,000
03	00-00-4910	Interest Income	-	300	300
03	00-00-4990	TRANSFER FROM UF	95,000	49,527	(45,473)
03	00-00-4991	TRANSFER IN GENERAL FUND	-	22,700	22,700
TOTAL REVENUES		1,107,115	1,106,527	(588)	
Debt Service Expenditures					
Support Services					
03	00-00-8490	Interest Expense	310,788	287,960	(22,828)
03	00-00-8750	Special Fees	1,500	3,000	1,500
TOTAL Support Services		312,288	290,960	(21,328)	
Capital Outlay					
03	00-00-9697	2014 Bond Principal	180,000	180,000	-
03	00-00-9698	2020 - Bond Principal	730,000	730,000	-
03	00-00-9800	Payment to Escrow Agent	-	1,500	1,500
TOTAL Capital Outlay		910,000	911,500	1,500	
TOTAL DEBT SERVICE EXPENDITUR		1,222,288	1,202,460	(19,828)	
REVENUE OVER/(UNDER) EXPEND		(115,173)	(95,933)	19,240	

CITY OF BUNKER HILL VILLAGE					
2021 BUDGET AMENDMENT					
GENERAL FUND					
AMENDMENT 3					
Account #	Description	2021 Adopted Budget	2021 Projected Budget	CHANGES	
01 00-00-4010	Taxes - Current Year	5,091,006	5,083,000	(8,006)	
01 00-00-4020	Taxes - Prior Years	2,500	50,000	47,500	
01 00-00-4030	Taxes - Penalty & Interest	18,000	23,000	5,000	
01 00-00-4110	Franchise Fees	290,000	256,500	(33,500)	
01 00-00-4120	Sales Tax Revenue	205,000	215,000	10,000	
01 00-00-4210	Court - Fines	110,000	55,000	(55,000)	
01 00-00-4215	Court - Time Pay Fees/City	1,210	-	(1,210)	
01 00-00-4216	Court - Time Pay Fees/Effic	310	-	(310)	
01 00-00-4217	Court - OMNI	650	-	(650)	
01 00-00-4220	Court - State Taxes	4,000	-	(4,000)	
01 00-00-4227	Court - Local Truancy Preventi	-	1,000	1,000	
01 00-00-4245	Court - Judicial Support Fund	450	-	(450)	
01 00-00-4310	Permits - Animal Licenses	100	300	200	
01 00-00-4315	Permits - Building	375,000	445,000	70,000	
01 00-00-4325	Permits - Miscellaneous	150	1,000	850	
01 00-00-4350	Dedication Program	3,000	6,000	3,000	
01 00-00-4910	Interest Income	60,000	62,000	2,000	
01 00-00-4920	Miscellaneous Income	15,000	120,000	105,000	
01 00-00-4940	Rent Income	15,980	15,984	4	
01 00-00-4980	Intergovernmental Revenue	-	487,519	487,519	
TOTAL GF REVENUES		6,192,356	6,821,303	628,947	
General Fund Expenditures					
Personnel					
01 00-00-5010	Wages	376,000	380,000	4,000	
01 00-00-5020	Wages - Overtime	2,600	2,600	0	
01 00-00-5110	Payroll Taxes - FICA Employer	29,000	29,000	0	
01 00-00-5120	Payroll Taxes - TWC	495	1,500	1,005	
01 00-00-5210	Retirement - TMRS Employer	41,190	35,233	(5,957)	
01 00-00-5310	Insurance - Workers Comp	1,208	1,208	0	
01 00-00-5325	Insurance - Dental	390	405	15	
01 00-00-5330	Insurance - Disability	1,040	970	(70)	
01 00-00-5340	Insurance - Medical	26,095	27,625	1,530	
01 00-00-5350	Insurance - Life	250	227	(23)	
01 00-00-5510	Employee Relations	1,000	1,200	200	
TOTAL Personne		479,268	479,968	700	
Public Safety					
01 00-00-5600	Fire Department	1,322,650	1,397,206	74,556	
01 00-00-5602	Police Department	2,036,485	2,036,485	0	
01 00-00-5604	Public Safety Other	25,000	25,000	0	
TOTAL Public Safety		3,384,135	3,458,691	74,556	
Commodities					
01 00-00-6250	Fuel	450	450	0	
01 00-00-6410	Landscaping	41,000	41,000	0	
01 00-00-6490	Janitorial	6,300	6,300	0	
01 00-00-6650	Postage	2,240	2,240	0	
01 00-00-6660	Printing & Stationary	4,000	4,000	0	
01 00-00-6730	Supplies - General	4,000	5,550	1,550	
01 00-00-6740	Supplies - Office	4,000	4,000	0	
01 00-00-6810	Tools & Equipment	1,500	500	(1,000)	
01 00-00-6890	Traffic Signs & Signals	5,000	5,000	0	
TOTAL Commodities		68,490	69,040	550	

Account #	Description	2021 Projected			
		2021 Adopted Budget	Budget	CHANGES	
01	00-00-7110	Building Maintenance	12,250	14,000	1,750
01	00-00-7220	Equipment - General	500	350	(150)
01	00-00-7230	Equipment - Office Equip	1,250	600	(650)
01	00-00-7410	Vehicles	1,500	1,200	(300)
		TOTAL Maintenance	15,500	16,150	650
		Contract Services			
01	00-00-7500	HC Appraisal District	50,000	47,000	(3,000)
01	00-00-7501	Tax Assessor - SBISD	8,000	8,000	0
01	00-00-7502	Prof Fees - Accounting	16,000	20,000	4,000
01	00-00-7503	Prof Fees - Eng. & Other	85,000	71,000	(14,000)
01	00-00-7504	Prof Fees - LEGAL	50,000	60,000	10,000
01	00-00-7505	Prof Fees - INSPECTIONS	110,000	115,000	5,000
		TOTAL Contract Services	319,000	321,000	2,000
		Support Services			
01	00-00-8010	Advertising	5,000	5,000	0
01	00-00-8130	Bank & Credit Card Charges	10,000	25,000	15,000
01	00-00-8150	Community Relations	20,000	20,000	0
01	00-00-8170	Data Processing	45,000	45,000	0
01	00-00-8210	Delivery Service	150	150	0
01	00-00-8250	Dues/Tuition & Subscriptions	9,000	9,000	0
01	00-00-8260	Elections	12,500	-	(12,500)
01	00-00-8270	Electricity	5,000	5,000	0
01	00-00-8290	Emergency Management	-	650	650
01	00-00-8410	Animal Control	4,000	5,500	1,500
01	00-00-8450	Insurance - General	10,000	14,000	4,000
01	00-00-8530	Meetings & Seminars	4,000	8,000	4,000
01	00-00-8610	Court - General	6,500	7,500	1,000
01	00-00-8625	Court - Technology	7,025	-	(7,025)
01	00-00-8750	Special Fees/Codification	4,000	4,000	0
01	00-00-8751	Dedication Program	3,000	6,000	3,000
01	00-00-8805	Streets - Mosquito Spraying	25,000	25,000	0
01	00-00-8810	Streets - Drainage	40,000	40,000	0
01	00-00-8830	Streets - Repairs	100,000	107,000	7,000
01	00-00-8835	Streets - TPDES	2,500	2,500	0
01	00-00-8890	Telephone	6,600	13,000	6,400
01	00-00-8930	Travel & Subsistence	4,000	2,000	(2,000)
01	00-00-9140	Capital Outlay	-	8,249	8,249
		TOTAL Support Services	323,275	352,549	29,274
		TOTAL G & A Operating Expenses	4,589,668	4,697,398	107,730
		Capital Outlay			
01	00-00-9251	RESERVE FACILITIES	65,000	65,000	0
01	00-00-9252	TRANSFER TO CAPITL PROJECTS	1,415,000	1,743,000	328,000
01	00-00-9253	TRANSFER FOR BEAUTIFICATION	35,000	35,000	0
		TOTAL Transfers	1,515,000	1,843,000	328,000
		TOTAL General Fund EXPENDITURES	6,104,668	6,540,398	435,730
		REVENUE OVER/(UNDER) EXPENDITURE	87,688	280,905	193,217

CITY OF BUNKER HILL VILLAGE					
2021 BUDGET AMENDMENT					
UTILITY FUND					
AMENDMENT 4					
		2021 ADOPTED	2021		
Account #	Description	BUDGET	PROJECTIONS	CHANGES	
04	00-00-4410	Water Sales	2,142,880	2,070,000	(72,880)
04	00-00-4420	Water Taps	40,000	40,000	-
04	00-00-4510	Waste Water Sales	700,000	700,000	-
04	00-00-4520	Waste Water Taps	7,200	7,200	-
04	00-00-4750	Late Payment Fees	16,000	11,000	(5,000)
04	00-00-4920	Miscellaneous Income	330	79,000	78,670
TOTAL UTILITY REVENUES		2,906,410	2,907,200	790	
Utility Fund Expenses					
Personnel					
04	00-00-5010	Wages	443,000	463,500	20,500
04	00-00-5020	Wages - Overtime	23,400	45,000	21,600
04	00-00-5110	Payroll Taxes - FICA Employer	36,060	38,000	1,940
04	00-00-5120	Payroll Taxes - TWC	1,490	2,300	810
04	00-00-5210	Retirement - TMRS Employer	49,890	56,000	6,110
04	00-00-5211	Retirement 457 Plan	-	-	-
04	00-00-5310	Insurance-Workers Compensation	7,760	8,700	940
04	00-00-5325	Insurance - Dental	1,260	1,260	-
04	00-00-5330	Insurance - Disability	1,780	1,780	-
04	00-00-5340	Insurance - Medical	51,220	46,100	(5,120)
04	00-00-5350	Insurance - Life	490	447	(43)
04	00-00-5410	Contract Labor	25,000	20,000	(5,000)
04	00-00-8990	Solid Waste Collection	(31,200)	(31,200)	-
TOTAL Personnel		610,150	651,887	41,737	
Commodities					
04	00-00-6090	Chemicals	20,000	20,000	-
04	00-00-6250	Fuel	7,000	5,700	(1,300)
04	00-00-6340	Garbage - Dumping Fees	1,500	3,700	2,200
04	00-00-6410	Landscaping	4,000	4,000	-
04	00-00-6490	Janitorial	1,200	1,300	100
04	00-00-6650	Postage	5,600	5,600	-
04	00-00-6660	Printing & Stationary	3,600	3,600	-
04	00-00-6730	Supplies - General	1,000	1,450	450
04	00-00-6810	Tools & Equipment	1,500	2,000	500
04	00-00-6970	Uniforms	3,350	3,350	-
TOTAL Commodities		48,750	50,700	1,950	
Maintenance					
04	00-00-7110	Building Maintenance	6,700	6,700	-
04	00-00-7220	Equipment - General	500	2,830	2,330
04	00-00-7230	Equipment - Office Equip	2,000	1,500	(500)
04	00-00-7410	Vehicles	6,500	16,500	10,000
04	00-00-7510	Water - Fire Hydrants	15,000	8,780	(6,220)
04	00-00-7520	Water Well/Pumps	45,000	65,243	20,243
04	00-00-7530	Water - Tanks	2,000	10,683	8,683
04	00-00-7535	Water Lines	10,000	6,241	(3,759)
04	00-00-7540	Water - Water Meters	52,000	33,000	(19,000)
04	00-00-7610	Waste Water - Lines	10,000	3,000	(7,000)
04	00-00-7620	Waste Water - Manholes	1,000	-	(1,000)
TOTAL Maintenance		150,700	154,477	3,777	

Account #	Description	2021 ADOPTED BUDGET	2021 PROJECTIONS	CHANGES	
Contract Services					
04	00-00-7502	Prof Serv - Accounting	12,860	10,000	(2,860)
04	00-00-8001	Prof Fees - Engineering	30,000	25,000	(5,000)
04	00-00-8002	Water Purchase/COH	717,600	600,000	(117,600)
04	00-00-8003	WW Treatment Fee	260,950	390,000	129,050
04	00-00-8004	WW Treatment/COH	25,000	25,000	-
		TOTAL Contract Services	1,046,410	1,050,000	3,590
Support Services					
04	00-00-8010	Advertising	-	455	455
04	00-00-8130	Bank & Credit Card Charges	18,000	13,000	(5,000)
04	00-00-8170	Data Processing	25,000	30,000	5,000
04	00-00-8210	Delivery Service	100	-	(100)
04	00-00-8250	Dues/Tuition & Subscriptions	5,000	5,000	-
04	00-00-8270	Electricity	95,000	90,000	(5,000)
04	00-00-8450	Insurance - General	14,620	18,724	4,104
04	00-00-8630	Natural Gas	750	1,500	750
04	00-00-8722	Gain Loss on Sale of Cap Asset	-	(4,770)	(4,770)
04	00-00-8750	Special Fees	120,000	120,000	-
04	00-00-8890	Telephone	13,000	13,000	-
04	00-00-8930	Travel & Subsistence	1,500	-	(1,500)
		TOTAL Support Services	292,970	286,909	(6,061)
		TOTAL M&O UTILITY	2,148,980	2,193,973	44,993
Capital Outlay					
04	00-00-9250	TRANSFER TO UT CIP	600,000	2,846,172	2,246,172
04	00-00-9252	TRANSFER TO DEBT SERVICE FUND	95,000	49,527	(45,473)
		TOTAL Capital Outlay	695,000	2,895,699	2,200,699
		TOTAL UTILITIES EXPENSES	2,843,980	5,089,672	2,245,692
		REVENUE OVER/(UNDER) EXP	62,430	(2,182,472)	(2,244,902)

CITY OF BUNKER HILL VILLAGE					
2021 BUDGET AMENDMENT					
GENERAL FUND CONSTRUCTION FUND					
AMENDMENT 5					
Account #	Description	2021 ADOPTED BUDGET	2021 PROJECTIONS	CHANGES	
06	00-00-4500	Annual Contribution	1,515,000	1,808,000	293,000
06	00-00-4700	BEAUTIFICATION	-	35,000	35,000
15	00-00-4960	Bond Proceeds	-	2,030,828	2,030,828
TOTAL GF CONSTRUCTION FUND REVENUE		1,515,000	3,873,828	2,358,828	
Contract Services					
15	00-00-7503	PS Engineering & Other	-	130,000	130,000
15	00-00-7504	PS - LEGAL	-	10,000	10,000
TOTAL Contract Services		-	140,000	140,000	
Support Services					
15	00-00-8751	Underwriter Discount	-	11,230	11,230
15	00-00-8752	Closing Cost	-	18,406	18,406
TOTAL Support Services		-	29,636	29,636	
Capital Outlay					
06	00-00-8832	BEAUTIFICATION	40,000	40,000	-
06	00-00-9183	Drainage	600,000	500,000	(100,000)
06	00-00-9184.01	Asphalt Rehabilitation	300,000	300,000	-
06	00-00-9184.02	Chapel Bell/Other Rates as 6	350,000	350,000	-
06	00-00-9184.03	Gessner Northbound & Memorial	100,000	85,000	(15,000)
06	00-00-9190	Public Safety	200,000	-	(200,000)
06	00-00-9191	Facilities	-	35,000	35,000
15	00-00-9183	Drainage at BHE	-	120,000	120,000
15	00-00-9250	Transfer to General Const.	-	9,898	9,898
15	00-00-9800	Payment to Escrow Agent	-	567	567
TOTAL Capital Outlay		1,590,000	1,440,465	(149,535)	
TOTAL EXPENDITURES		1,590,000	1,610,101	20,101	
REVENUE OVER/(UNDER) EXPENDITURES		(75,000)	2,263,727	2,338,727	

CITY OF BUNKER HILL VILLAGE					
2021 BUDGET AMENDMENT					
UTILITY FUND CONSTRUCTION FUND					
AMENDMENT 6					
2021 ADOPTED					
Account #	Description	BUDGET	2021 PROJECTIONS	CHANGES	
07	00-00-4501	ANNUAL CONTRIB - UTILITY	600,000	846,172	246,172
07	00-00-4600	Contributions from Reserves	-	2,000,000	2,000,000
07	00-00-4960	Bond Proceeds	5,425,000	5,383,350	(41,650)
TOTAL UTILITY FUND CAPITAL PROJECTS REV		6,025,000	8,229,522	2,204,522	
Contract Services					
16	00-00-7503	PS -Engineering Well	-	200,000	200,000
16	00-00-7505	PS-Legal Fees Well	-	691	691
TOTAL Contract Services		-	200,691	200,691	
Support Services					
16	00-00-8010	Advertisement Well	-	2,336	2,336
16	00-00-8011	Advertisement Trans Line	-	7,440	7,440
16	00-00-8750	WW#5 Contengency & Debt Issuance Cost	125,000	200,000	75,000
16	00-00-8751	Underwriter Discount	-	-	-
TOTAL Support Services		125,000	209,776	84,776	
Capital Outlay					
07	00-00-9180.01	Trans Line to Taylor Crest	1,900,000	300,000	(1,600,000)
07	00-00-9180.02	Tele of Concrete Lines WW	150,000	150,000	-
07	00-00-9180.03	Tele SCADA	-	-	-
07	00-00-9180.05	Generator at TC	-	-	-
07	00-00-9180.04	Replace of Concrete Lines WW	100,000	-	(100,000)
07	00-00-9182	REPLACE CAST IRON LINES WW	250,000	-	(250,000)
07	00-00-9182.01	Water Well #5	3,370,000	-	(3,370,000)
07	00-00-9182.02	WP#2 Recoat Storage Tank	250,000	305,000	55,000
07	00-00-9182.03	WP #2 VFD Booster Pumps	100,000	130,000	30,000
07	00-00-9184	REPLACE OF CONCRETE LINES	-	-	-
07	00-00-9187	WP #2 VFD BOOSTER PUMPS	-	-	-
07	00-00-9187.01	WW#3 GUARDRAIL	-	-	-
07	00-00-9187.02	WW#1 EMERGENCY	-	-	-
07	00-00-9188	Irrigation Systems	-	10,000	10,000
07	00-00-9191	Facilities	-	65,000	65,000
16	00-00-6410	WW#5 Landscaping	-	-	-
16	00-00-9053	Drilling Design and Cont Well	-	2,268,201	2,268,201
16	00-00-9054	Well Site Work	-	103,800	103,800
16	00-00-9250	Transfer to Utility Const	-	246,172	246,172
16	00-00-9800	Payment to Escrow Agent	-	550	550
16	00-00-9700	All-Terraine Vehicle	-	-	-
16	00-00-9701	Mini Excavator	-	-	-
TOTAL Capital Outlay		6,120,000	3,578,723	(2,541,277)	
TOTAL EXPENDITURES		6,245,000	3,989,190	(2,255,810)	
REVENUE OVER/(UNDER) EXPENDITURES		(220,000)	4,240,332	4,460,332	

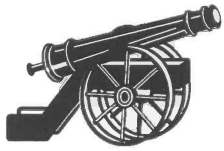
CITY OF BUNKER HILL VILLAGE					
2021 BUDGET AMENDMENT					
SOLID WASTE FUND					
AMENDMENT 7					
		2021	2021		
Account #	Description	ADOPTED BUDGET	PROJECTIONS	CHANGES	
	Solid Waste				
09	00-00-4610	Solid Waste Sales	464,858	473,876	9,018
09	00-00-4750	Late Fee - Penalty	-	1,000	1,000
09	00-00-4920	Misc. Income	-	-	-
TOTAL REVENUES		464,858	474,876	10,018	
	Support Services				
09	00-00-8130	Banking/CC Fees	-	-	-
09	00-00-8990	Solid Waste Collection	425,291	432,000	6,709
09	00-00-8991	Administration Fee	31,200	31,200	-
TOTAL Support Services		456,491	463,200	6,709	
TOTAL SOLID WATER EXP		456,491	463,200	6,709	
REVENUE OVER/(UNDER)					
EXPENDITURES		8,367	11,676	3,309	

CITY OF BUNKER HILL VILLAGE				
2021 BUDGET AMENDMENT				
METRO FUND				
AMENDMENT 8				
		2021	2021	
Account #	Description	ADOPTED BUDGET	PROJECTIONS	CHANGES
10 00-00-4810	Sales Tax Metro	134,000	134,000	-
	TOTAL METRO REVENUES	134,000	134,000	-
	Commodities			
10 00-00-6890	Traffic Signs & Signals	-	24,000	24,000
	TOTAL Commodities	-	24,000	24,000
	Support Services			
10 00-00-8810	Streets - Right of Way	95,000	95,000	-
10 00-00-8820	Streets - Lighting	19,000	19,000	-
10 00-00-8830	Streets - Lights	20,000	20,000	-
	TOTAL Support Services	134,000	134,000	-
	TOTAL EXPENDITURES	134,000	158,000	24,000
	REVENUE OVER/(UNDER) EXPENSE	-	(24,000)	(24,000)

CITY OF BUNKER HILL VILLAGE					
2021 BUDGET AMENDMENT					
COURT FUND					
AMENDMENT 9					
		2021			
		ADOPTED		2021	
Account #	Description	BUDGET	PROJECTIONS	CHANGES	
05	00-00-4215	Court - Time Pay Fees/City	-	700	700
05	00-00-4216	Court - Time Pay Fees/ Effic	-	102	102
05	00-00-4217	Court - OMNI	-	650	650
05	00-00-4225	Child Safety 1015	1,650	1,000	(650)
05	00-00-4245	Court - Judicial Support Fund	-	200	200
05	00-00-4260	Security Fees	2,420	500	(1,920)
05	00-00-4270	Technology Fees	4,000	400	(3,600)
05	00-00-4271	CHILD SAFETY HARRIS CO	4,000	4,000	-
TOTAL COURT REVENUES		12,070	7,552	(4,518)	
COURT FUND EXPENDITURES					
Support Services					
05	00-00-8140	Child Safety	150	150	-
05	00-00-8610	Court- General	-	100	100
05	00-00-8615	Court - Translation	-	200	200
05	00-00-8625	Technology	3,495	3,500	5
05	00-00-8626	Security	-	4,600	4,600
TOTAL COURT EXPENDITURES		3,645	8,550	4,905	
REVENUE OVER/(UNDER) EXPENDITURE		8,425	(998)	(9,423)	

CITY OF BUNKER HILL VILLAGE				
2021 BUDGET AMENDMENT				
OFFSITE TREE PROGRAM				
AMENDMENT 10				
		2021	2021	
Account #	Description	ADOPTED BUDGET	PROJECTIONS	CHANGES
	Offsite Tree Program			
17	00-00-4351 Offsite Tree Program	-	140,000	140,000
	TOTAL REVENUES	-	140,000	140,000
	Support Services			
17	00-00-8752 Offsite Tree Program	-	100,000	100,000
	TOTAL Support Services	-	100,000	100,000
	TOTAL TREE EXP	-	100,000	100,000
	REVENUE OVER/(UNDER)			
	EXPENDITURES	-	40,000	40,000

CITY OF BUNKER HILL VILLAGE					
2021 BUDGET AMENDMENT					
FUEL FUND					
AMENDMENT 11					
		2021			
Account #	Description	ADOPTED BUDGET	2021 PROJECTIONS	CHANGES	
14	00-00-4921	City of Bunker Hill	5,525	7,800	2,275
14	00-00-4922	City of Hunters Creek	8,285	7,000	(1,285)
14	00-00-4923	MVPD	85,590	106,000	20,410
14	00-00-4924	Hedwig Village	38,650	45,000	6,350
14	00-00-4925	Village Fire Department	-	670	670
14	00-00-4926	Admin Fee	-	3,200	3,200
TOTAL FUEL REVENUES		138,050	169,670	31,620	
Commodities					
14	00-00-6250	Fuel	135,600	170,000	34,400
TOTAL Commodities		135,600	170,000	34,400	
Maintenance					
14	00-00-7110	Building Maintenance	-	2,300	2,300
TOTAL Maintenance		-	2,300	2,300	
Support Services					
14	00-00-8450	General Insurance	550	1,200	650
14	00-00-8991	Admin Fee to GF	1,900	3,200	1,300
TOTAL Support Services		2,450	4,400	1,950	
Transfers					
Transfer from General Fund		-		-	
TOTAL EXPENDITURES		138,050	176,700	38,650	
REVENUE OVER/(UNDER) EXP		-	(7,030)	(7,030)	



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: November 16, 2021

Agenda Item Number: **XX**

Subject/Proceeding: Casting its Ballot for the Election of Harris County Appraisal District's Board of Directors

Exhibits: Letter from Chief Appraiser
Resolution
Certificate of Ballot
Letter from Mr. Mike Sullivan

Approval(s): Karen Glynn

Budget: N/A

Executive Summary

It is time for Bunker Hill to cast its ballot for the election of the Harris County Appraisal District's Board of Directors. Mr. Mike Sullivan is seeking re-election and is the only candidate.

This action casts the City's ballot for Mr. Sullivan. The elected position serves a two-year term.

RECEIVED NOV 01 2021



Harris County Appraisal District
Interoffice Memorandum

OFFICE OF THE CHIEF APPRAISER

TO: Presiding Officers of Taxing Units
Served by the Harris County Appraisal District

FROM: Roland Altinger, Chief Appraiser

SUBJECT: Election of Board of Directors of the
Harris County Appraisal District

DATE: October 26, 2021

The nomination period for board candidates representing the small cities, school districts, junior college districts and conservation and reclamation districts closed October 15, 2021. The names of all candidates officially nominated to me on or before that date are reflected on the enclosed "Certification of Ballot" forms.

Candidates for contested positions are listed alphabetically on the ballots in the manner required by the Texas Tax Code.

Mike Sullivan was the only person nominated for the board position representing cities other than the City of Houston.

Martina Lemond Dixon was the only nominee for the position representing school districts other than Houston Independent School District and the junior college districts.

Charles Brandman, Erin Corken, Jonathan Cowen, Sandra Jaramillo, Shantai Magee, Wayne Mentz, and Patricia Morlen are nominees for the position representing the conservation and reclamation districts.

To assist you in the election procedure, I have enclosed a Certification of Ballot and a suggested form of resolution for casting your vote for the candidate representing your type of taxing unit. ***Ballot forms for all four types of units are enclosed to make you aware of all nominees, even though only taxing units of a particular type may vote in the election applicable to that type of unit.*** The governing body of each taxing unit is entitled to one vote for the candidate of its choice from the names appearing on the appropriate Certification of Ballot. Please note, the junior college districts vote collectively. Each board of trustees for the respective junior college districts may file a vote by resolution with the chief appraiser, however, the collective vote of the junior college

districts will thereafter be cast for the candidate who receives the most votes from among the junior college districts.

Each governing body must cast its vote for one of the nominees, formally adopt a resolution naming the person for whom it votes, and submit a certified copy to the chief appraiser. ***The vote must be by resolution.*** The resolution, or a certified copy thereof, together with the completed Certification of Ballot, must be delivered to Roland Altinger, Chief Appraiser, 13013 Northwest Freeway, Houston, Texas 77040, or mailed to P. O. Box 920975, Houston, Texas 77292-0975 ***to arrive before 5:00 p.m. on December 15, 2021.*** The outside of the envelope should be marked "Ballot for Board of Directors." Ballots that arrive after that day and time will not be counted. ***Resolutions and Certification of Ballot may be submitted via e-mail to cguerra@hcad.org. However, if they are submitted via e-mail, the original must also be mailed to the address shown above via regular first-class mail.***

Prior to December 20, 2021, the chief appraiser will count the votes, declare the results, and notify the winners, the nominees, and the presiding officers of each taxing unit. A tie vote will be resolved by a method of chance chosen by the chief appraiser.

These procedures do not apply to Harris County, the City of Houston, or the Houston Independent School District. Those units will select their board member by adopting a resolution appointing such member by December 15, 2021, and delivering an original or certified copy to the Office of the Chief Appraiser.

If you have questions about the board selection process, please call me at 713/957-5299.

Sincerely,



Roland Altinger, RPA
Chief Appraiser

Attachments

c: HCAD Board Members
Tax Assessors
Attorneys

RESOLUTION 11-16-2021 E

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF A PERSON TO THE BOARD OF DIRECTORS OF THE HARRIS COUNTY APPRAISAL DISTRICT.

WHEREAS, the Chief Appraiser of the Harris County Appraisal District, Harris County, Texas, has delivered to the Mayor of the City of Bunker Hill Village the names of those persons duly nominated as candidates to serve in that position on the Board of Directors of the Harris County Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in said appraisal district; and

WHEREAS, this governing body deems it appropriate and in the public interest to cast its vote for the candidate of its choice to fill such position; now, therefore

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby adopted, ratified and confirmed.

Section 2. That the City of Bunker Hill Village, Texas does hereby cast its vote, for Mike Sullivan, to fill the position on the Board of Directors of the Harris County Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in the appraisal district.

Section 3. That the Mayor is hereby authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the Chief Appraiser of the Harris County Appraisal District no later than December 15, 2021.

PASSED, APPROVED, AND ADOPTED this 16th day of November, 2021.

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary

(For Use by Cities Other Than the City of Houston)

CERTIFICATION OF BALLOT
FOR BOARD OF DIRECTORS
HARRIS COUNTY APPRAISAL DISTRICT

I, _____, certify that on the _____ day of _____, 2021, the City Council of the City of _____ did by resolution cast its ballot for the following nominee to serve as a member of the Board of Directors of the Harris County Appraisal District.

(Place an "X" in the square next to the candidate of your choice.)

Mike Sullivan []

I further certify that a true and correct copy of the resolution casting such ballot is attached hereto.

WITNESS MY HAND this _____ day of _____, 2021.

Mayor

ATTEST:

City Secretary

RECEIVED SEP 20 2021

Mike Sullivan
Chairman, Harris County Appraisal District
4811 Shore Hills Dr.
Kingwood, TX 77345
(512) 501-1555 Mobile
Mike@MikeSullivan.me

September 14, 2021

The Honorable Robert Lord
Mayor, City of Bunker Hill Village
11977 Memorial Drive
Houston, TX 77024

Re: Harris County Appraisal District Board of Directors

Dear Mayor Lord:


It has been an honor to serve as your representative on the Harris County Appraisal District Board of Directors. Of the six Directors, I was elected to serve “cities and towns other than Houston”, and I take that responsibility seriously. My term ends December 31st, 2021, and I am writing to ask you and your city to pass a Resolution nominating me to serve another two-year term.

During my time on the HCAD board, I have worked hard to ensure that your voice was heard, that budgets are kept in check, and to keep you updated with data, timelines, and maps. Going forward, I pledge to do the same, and to be accessible to you, your city council, and city staff.

HCAD mailed a packet to your city, and in it were details as to the nomination process, timelines, and a sample Resolution for your use. However, I want to highlight that nominations (by Resolution) are due by October 15, 2021. If unable to locate the HCAD packet, please let me know and I will have another sent to you.

I respectfully request that you and your city council nominate me for another two-year term on the HCAD Board of Directors. My previous service on the Board, as Harris County Tax Assessor-Collector, and in the private sector have given me broad experiences that translate to important and effective service on the board.

Please contact me if you have any questions, or if I can answer any questions.

Yours truly,


Mike Sullivan,
Chairman, Harris County Appraisal District

(Not printed or mailed at taxpayer expense)