CITY OF HILSHIRE VILLAGE 8301 WESTVIEW HOUSTON, TEXAS 77055

## TUESDAY, OCTOBER 20, 2020 REGULAR COUNCIL MEETING @ 6:30 PM

**TAB** 

On Tuesday, October 20, 2020, the City Council of the City of Hilshire Village, Texas will hold a Regular City Council Meeting at 6:30 PM, including a Public Hearing at 7:00 PM, at the City Hall located at 8301 Westview, Houston, Texas 77055. In accordance with the order of the Office of the Governor issued on March 16, 2020, as amended, the meeting will be conducted via telephonic conference (Zoom). Any person may participate and address the City Council at the meeting or public hearing by Zoom, telephone, personal appearance at City Hall, or by writing.

Join the meeting on Zoom: You will be able to join the meeting by clicking on or entering the following link and entering the Meeting ID and password below:

Join Zoom Meeting Time: Oct 20, 2020 06:30 PM Central Time

https://zoom.us/j/97504509169?pwd=TGxHS0gxa3dlcHdGVG5LSDZXM2Uvdz09

Meeting ID: 975 0450 9169

Passcode: 885658

You are also able to join the meeting telephonically by dialing any of the following number and entering the meeting ID and password: +1 346-248-7799(local);

This written notice, the meeting agenda, and the agenda packet, are posted online at <a href="http://www.hilshirevillagetexas.com">http://www.hilshirevillagetexas.com</a>

The public will be permitted to offer public comments in person or electronically as provided by the agenda and as permitted by the presiding officer during the meeting. IF YOU WOULD LIKE TO SEND YOUR COMMENTS PRIOR TO THE MEETING PLEASE SEND TO <a href="mailto:susan.blevins@hilshirevillagetexas.com">susan.blevins@hilshirevillagetexas.com</a>

A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request. The matters to be discussed and acted on at the meeting are shown on the agenda below:

If you need extra instructions for the use of Zoom please call prior to one (1) hour before meeting (713-973-1779).

### TUESDAY, OCTOBER 20, 2020 REGULAR COUNCIL MEETING @ 6:30 PM

**TAB** 

#### **REGULAR COUNCIL MEETING STARTS AT 6:30 PM**

#### 1. CALL TO ORDER REGULAR COUNCIL MEETING

- **1.1** Invocation (Mayor Pro Tem Maddock)
- **1.2** Pledge of Allegiance
- 1.3 Roll Call

#### 2. <u>CITIZEN'S COMMENTS:</u> (Time Limit- 3 minutes)

This is an opportunity for citizens to speak to Council relating to agenda and non-agenda items. Comments are limited up to three minutes. If the topic the speaker wishes to address is on the agenda, the speaker can either speak at this time or defer comments until such time the item is discussed.

Speakers are required to address council at the microphone and give their name and address prior to voicing their concerns.

Note: To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. Items that cannot be referred to the City staff for action may be placed on a future City Council agenda.

A copy of any prepared remarks or notes to be used and/or distributed by the speaker must be presented to the City Secretary prior to the beginning of the meeting.

#### 3. REPORTS TO COUNCIL:

	<b>3.1</b> Council Member Carey's was sworn into office by City Secretary on 10-14-20.	1
	3.2 Police Report	2
	3.3 Building Officials Report (Kevin Taylor/Evan DuVall)	3
lf t	there are no objections from Council, the City Building Official is excused	
	3.4 Inframark's Report on Flushing of fire hydrants	4
	3.5 Engineers Report: (City Engineer Efrain Him)	5

#### TUESDAY, OCTOBER 20, 2020 REGULAR COUNCIL MEETING @ 6:30 PM

1220 Archley Drive
1221 Archley Drive
1317 Bridle Spur Lane
8116 Bromley Road
1331 Friarcreek Lane
1330 Glourie Drive
24 Hickory Shadows
5 Hilshire Grove Lane
1313 Pine Chase Drive
1217 Pine Chase Drive
1322 & 1324 Pine Chase Grove and 1327 Glourie Drive
1323 Pine Chase Grove
1210 Ridgeley Drive
1310 Ridgeley Drive
8314 Creekstone Circle and 1241 Archley Drive
Water and Sanitary Sewer Services for 1330 Glourie and 3 Empty Lots
Comcast Aerial Line to Service Big Little School
Annual Ditch Cleaning and Maintenance Plan
Pine Chase Grove Cul-De-Sac Improvements
Harris County Initiative – Development of Minimum Standards
4. DISCUSSION AND POSSIBLE ACTION:
4. DISCUSSION AND POSSIBLE ACTION.
4.1 Discussion and possible approval of the City of Hilshire Village Ordinance Number 803-2020 amending Chapter 3, Article 300, Flood Prevention Damage and Chapter 9, Subdivisions of its code of ordinances to amend its standards for design and construction of storm water conveyance and detention systems, to require storm water detention for certain projects, and to prohibit certain development within the 500 year plain; providing a penalty of up to \$2,000.00 per violation per day; and making other provisions related thereto.(City Engineer Him and City Attorney Bounds) Back up Material  Ordinance  7
4.1 Discussion and possible approval of the City of Hilshire Village Ordinance Number 803-2020 amending Chapter 3, Article 300, Flood Prevention Damage and Chapter 9, Subdivisions of its code of ordinances to amend its standards for design and construction of storm water conveyance and detention systems, to require storm water detention for certain projects, and to prohibit certain development within the 500 year plain; providing a penalty of up to \$2,000.00 per violation per day; and making other provisions related thereto.(City Engineer Him and City Attorney Bounds) Back up Material

**4.3** Approving a change in one (1) signatory for the financial institutions to replace Council

<u>TAB</u>

## TUESDAY, OCTOBER 20, 2020 REGULAR COUNCIL MEETING @ 6:30 PM

<u>TAB</u>
Member Swanson to be Council Member Gordy and approving Resolution # 2020-207 appointing the signatory for a one (1) year term. (City Administrator Blevins)9
<ul> <li>4.4 Discussion and authorization of City Council to authorize Spring Valley Police         Department to enforce Ordinance Number 792-2019 in regards to overnight parking         (Mayor Herron and City Administrator Blevins).     </li> </ul>
4.5 Discussion and authorization of City Council to authorize the extension of a 7-day limit to 14 days for a POD for use at the Food Pantry located at 7901 Westview to be used for Thanksgiving meals (ordinance 773-2019). (City Administrator Blevins)11
<ul><li>4.6 Discussion and authorization to City Staff on CRF Grant and what type of computers Council would like the City to purchase. (City Administrator Blevins)</li></ul>
<ul> <li>4.7 Discussion and Possible nomination and appointment for Alternate Board of Adjustment Member and Board Position for the Hilshire Village Cultural Education Finance Facility Corporation. (Mayor Herron and City Administrator Blevins)         <ul> <li>Board of Adjustment Position Resumes</li> <li>HVCEFFC Position Resumes</li> <li>14</li> </ul> </li> </ul>
Recess the Regular Council Session
5. CLOSED EXECUTIVE SESSION: City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters on this agenda as authorized by Texas Government Code, Sections 551.071 (Consultation with Attorney) Sections 551.074 (Personnel Matters) and Sections (Security Devices or Security Audits).
a. None at the time of Posting.
<b>5.1</b> City Council may deliberate and consider any actions necessary on any items discussed in the Executive Session. (NONE AT THE TIME AGENDA POSTED)
Reconvene the Regular Council Session
6. DISCUSSION AND POSSIBLE ACTION:
If there are no objections from Council, the City Attorney is excused
7. REPORTS TO COUNCIL: (Con't)
7.1 Fire Commissioner

#### TUESDAY, OCTOBER 20, 2020 REGULAR COUNCIL MEETING @ 6:30 PM

<u>IAB</u>	
Complaint & Issues Report Consent Agenda City Office	
7.4 Treasurer1	7
B. CONSENT AGENDA:	
The consent agenda is a meeting method many government councils use to help make meetings more efficient and meaningful to the members of the audience. All matters within the consent agenda have been distributed to each member of the City Council for review and study and are considered routine and will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the consent agenda and placed on the Regular Agenda by request of a member of City Council. The expenditures listed in the consent agenda are items already approved in the current city budget.	
8.1 Disbursements: Summary, Deposits	9
8.4 Approving the Minutes from the Special Council Meeting, Workshop, Executive Session, September 21, 2020	1 2
9. ADDITIONAL COUNCIL COMMENTS:	
10. <u>FUTURE AGENDA TOPICS:</u>	
11. ANNOUNCEMENTS:	
12. ADJOURNMENT:	

**NOTE**: Agenda items may not necessarily be considered in the order that they appear. With regard to any item, Council may take various actions, including but not limited to rescheduling an item in its entirety or for particular action at a future date or time.

NOTE: IN THE EVENT A QUORUM OF THE CITY COUNCIL IS NOT PRESENT, THE REPORTING MEMBERS WHO ARE PRESENT WILL MEET AS A SUB-COMMITTEE, FOR DISCUSSION PURPOSE ONLY, REGARDING THE ABOVE AGENDA ITEM(S).

City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code, Sections 551.071 (Consultation with Attorney),

#### CITY OF HILSHIRE VILLAGE 8301 WESTVIEW HOUSTON, TEXAS 77055

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551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations),

551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), and

551.086 (Certain Public Power Utilities: Competitive Matters). Following the executive session, if any, City Council may act in open session on any item discussed in the executive session.

I, Susan Blevins, do hereby certify that the above Notice of Meeting and Agenda for the City Council of the City of Hilshire Village was posted in a place convenient and readily accessible October 16, 2020 at 3:00 p.m.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretative service must be made 48 hours prior to this meeting. Please contact the City Hall at 713-973-1779 or FAX - 713-973-7793 for further information.



# STATEMENT OF ELECTED (APPOINTED) OFFICER

Ι,	ANDY CAREY	do solemnly swear (or affirm) that I
have not dire	ectly or indirectly paid, of	fered, promised to pay, contributed, or
promised to	contribute any money or	thing of value, or promised any public office
or employm	ent for the giving or withh	olding of a vote at the election at which I was
elected or as	a reward to secure any ap	ppointment or confirmation, whichever the
case may be	, so help me God.	
Title of Posi	tion to Which Elected/App	pointed: City Council Member Position 3
	EX	ECUTION
	s stated therein are true.	hat I have read the foregoing statement and  10-14-20  Fiant's Signature  Date
	City of Hilshire V	/illage, Texas
Suce	-Bleuse	RE ME by affiant on this 14th day of October 2020.
'Signature of F	Person Authorized to Administ	SUSAN BLEVINS My Notary ID # 1892189 Expires March 27, 2023

City Secretary and Notary Publi

Susan Blevins

#### IN THE NAME AND BY THE AUTHORITY OF

## CITY OF HILSHIRE VILLAGE OATH OF OFFICE

execute the duties of the office of
**************************************
of the City of Hilshire Village, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant - ANDY CAREY

SWORN TO AND SUBSCRIBED BEFORE ME BY AFFIANT ON THIS 14th DAY OF OCTOBER, 2020.

Signature of Person Administering Oath

SUSAN BLEVINS, CITY SECRETARY Printed or typed Name & Title

# SPRING VALLEY POLICE DEPARTMENT Calls - By Type

09\01\2020 thru 09\30\2020 Zone is: HILSHIRE VILLAGE

Туре	Description	# Of Calls	
6	ACCIDENT	1	
22	ALARM	3	
23	AMBULANCE CALL	2	
43	ASSIST OUTSIDE AGENCY	1	
135	BUSINESS CHECK	8	
64	FUEL SPILL	1	
68	HOUSE CHECK	1	
70	INFORMATION	3	
86	PUBLIC RELATIONS	1	
99	STALLED VEHICLE	1	
104	SUSPICIOUS PERSON	1	
11	TRAFFIC STOP	17	
111	VEHICLE BLOCKING ROADWAY	5	
117	WELFARE CONCERN	2	
	Total	47	

#### MONTHLY BUILDING REPORT

#### September 2020

**Plan Review:** Six (6): 24 Hickory Shadows – Swimming Pool

8 Hilshire Grove – Interior Renovation 1220 Archley Dr – Drainage Amendment

1220 Archley – Generator 1301 Glourie Dr – Generator 1302 Glourie Dr – Generator

**Permits:** Fourteen (14):

Demolition:	1
Remodel / Add-On:	
New Construction:	1
Accessory Building:	
Electrical:	3
HVAC:	2
Plumbing:	3
Fire Sprinklers:	
30-Day Dumpster:	

Sign:	
Roof:	
Fence:	1
Tree Removal:	3
Irrigation:	
Drainage:	
Swimming Pool:	
Swimming Pool Demo:	
Other:	

**Inspections:** Thirty-Two (32)

**Red Tag Stop Work Orders Issued:** None

Building Finals / Certificates of Occupancy: 1217 Pine Chase Drive - CO Issued

**Change of Occupancy Use:** None

**Extended Permit Request:** None

CITY OF HILSHIRE VILLAGE PLAN REVIEW AND PERMIT LOG - September 2020								
Date	Permit Number	Address	Issued To	Amount Received	Description / Scope	# of Inspections		
9/1/20	HV-20-075E	6 Hilshire Grove Ln	John Moore Services	\$ 160.00	Electrical Panel Replacement	1		
9/3/20	HV-20-076T	2 Hilshire Grove	Garcia Professional Tree Service	\$ -	Tree Removal, min requirement satisfied	0		
9/4/20	HV-20-077T	1203 Wirt Rd	Houston Tree Service	\$ -	Tree Removal	0		
9/8/20	HV-20-028SP	24 Hickory Shadows	(Homeowner) Melissa Blakeslee	\$ 350.00	Swimming Pool Plans	0		
9/8/20	HV-20-028SPD	24 Hickory Shadows	(Homeowner) Melissa Blakeslee	\$ 1,000.00	Drainage Plans	0		
9/15/20	HV-20-078T	8210 Mallie Ct	Davey Tree Service	\$ -	Dead Tree Removal	1		
9/11/20	HV-20-059B	1330 Glourie Dr	Modern Concept Construction	\$ 8,553.08	New SFR Construction	9		
9/16/20	HV-20-079GE	1302 Glourie Dr	Generator Supercenter	\$ 205.00	Generator & Electrical	2		
9/16/20	HV-20-079GP	1302 Glourie Dr	Texas Select Plumbing	\$ 180.00	Generator Plumbing	1		
9/11/20	HV-19-068M	7915 S Villa Cir	Premier A/C & Heating	\$ 405.00	New SFR HVAC	3		
9/17/20	HV-20-080F	2 Hilshire Grove	Rodolfo Fence	\$ 175.00	Fence Replacement	1		
9/18/20	HV-20-081M	5 Hilshire Oaks	John Moore Services	\$ 160.00	HVAC Replacement	1		
9/23/20	HV-20-082E	7901 Westview Dr	Modern System Concepts	\$ 160.00	Fire Panel Replacement	1		
9/29/20	HV-20- 083DEMO	1210 Ridgeley Dr	Dennis Williams Co, Inc	\$ 330.00	Demolition of SFR	1		
9/30/20	HV-20-083P	1210 Ridgeley Dr	Coastal Bend Plumbing	\$ 180.00	Sewer Disconnect	1		
9/29/20	HV-20-067P	1111 Guinea Dr	Katy Plumbing	\$ 180.00	Water re-pipe	1		

INSPECTION LOG - September 2020									
DATE	TIME	INSPECTIO N REQUEST DATE	LOG NO.	ADDRESS	PERMIT NO.	TYPE OF REQUEST	P OR F	DATE	INSPECTOR
9/1	12:00 PM		20-205	1217 Pine Chase Dr	HV-18-099P	Plumbing Final	Pass		BBG
	12:00 PM		20-206	1217 Pine Chase Dr	HV-18-099F	Perimeter Fence Final	Pass		BBG
	12:00 PM		20-207	1217 Pine Chase Dr	HV-20-005G	Generator Final	Pass		BBG
9/2	12:00 PM		20-208	6 Hilshire Grove Ln	HV-20-075E	Electrical Meter Release	Pass		BBG
9/2	3:35 PM	9/3	20-209	7915 S Villa Circle	HV-19-068P	Gas Test	Pass	9/3	BBG
9/3	4:30 PM	9/4	20-211	1217 Pine Chase Dr	HV-18-099D	Drainage Final	Pass	9/4	Javier Vasquez
9/9	12:23 PM	9/10	20-212	1217 Pine Chase Dr	HV-18-099M	HVAC Final	Fail	9/10	BBG
9/9	12:23 PM	9/10	20-213	1217 Pine Chase Dr	HV-18-099B	Building Final	Fail	9/10	BBG
	12:00 PM		20-214	8009 Anadell St	N/A	Parking Pad Consult	N/A	9/11	Evan DuVall
-	10:52 AM		20-215	12 Hickory Shadows	HV-20-074F	Fence Final	Pass	9/16	BBG
	12:00 PM			2 Pine Creek	HV-18-066P	Plumbing Final	Cancelled on site	9/16	
	1:30 PM		20-217	7915 S Villa Circle	HV-19-068M	HVAC Rough In	Pass	9/16	
	12:00 PM			8108 Bromley	HV-20-046F	Fence Section Replacement Final	Pass	9/16	
	12:00 PM			8116 Bromley	HV-20-057F	Fence Section Replacement Final	Pass	9/16	
	12:00 PM			2 Pine Creek Ln	HV-18-066P	Gas Test	Pass	9/18	
9/18	11:00 AM			5 Hilshire Oaks Ct	HV-20-081M	HVAC Replacement Final	Pass	9/21	BBG
9/21	10:00 AM	9/23	20-222	7906 N Villa Ct	HV-20-034B	Wind Straps	Pass	9/23	BBG
9/15	12:00 PM	9/16	20-223	1217 Pine Chase	HV-18-099FS	Fire Sprinkler Final	Fail	9/16	Fire Marshal
9/19	12:00 PM		20-224	2 Pine Creek	HV-18-066P	Gas Test	Pass	9/21	BBG
	12:00 PM		20-225				Rusty Kattner		
9/23	12:00 PM		20-226	1217 Pine Chase Dr	HV-18-099M	HVAC Final	Pass	9/24	
	12:00 PM		20-227	1217 Pine Chase Dr	HV-18-099B	Building Final	Pass	9/24	
	12:00 PM		20-228	1217 Pine Chase Dr	HV-18-099T	Tree Final	Pass	9/24	
9/24	12:17 PM		20-229	7915 S Villa Circle	HV-19-068M	HVAC Final	Pass	9/25	BBG
9/25	9:30 AM	9/28	20-230	8116 Bromley Dr	HV-18-062	Drainage Final	Pending	9/28	Javier Vasquez
9/25	12:00 PM	9/25	20-231	7903 Hilshire Green	HV-20-048R	Roof Final	Pass	9/25	BBG
9/25	12:00 PM	9/25	20-232	7903 Hilshire Green	HV-20-064M	Electrical Panel Final	Pass	9/25	BBG
9/25	1:45 PM		20-233	7906 N Villa Ct	HV-20-034B	Nail Pattern	Cancelled	9/28	
	10:17 AM		20-234	7906 N Villa Ct	HV-20-034B	Nail Pattern	Pass	9/30	
9/29			20-235	1330 Glourie Dr	HV-20-059B	Pre-Construction Inspection - Building Official	Pass	9/30	BBG
9/29	2:50 PM		20-236	1330 Glourie Dr	HV-20-059B	Pre-Construction Inspection - Engineer	Pass	9/30	Javier Vasquez
9/29	2:50 PM		20-237	1330 Glourie Dr	HV-20-059B	Pre-Construction Inspection - Arborist	Pass with corrections		Cary Moran

Address	Date	Inspector's Comments
	9/7	No violations noted
1023 Ridgeley Dr	9/13	No violations noted
1023 Klugeley DI	9/20	No violations noted in front or side of property
	9/27	No violations noted
	9/7	No violations noted
1111 Guinea Dr	9/13	No violations noted
TTTT Guillea Di	9/20	No violations noted
	9/27	No violations noted
	9/7	No violations noted
1217 Pine Chase Dr	9/13	No violations noted
	9/20	No violations noted
	9/7	Warning given: grass height above city ordinance; please cut grass. Please dispose of trash and debris into trash container and clean property of trash.
1220 Archley Dr	9/13	No changes since last week; violation given for: grass height above city ordinance; please cut grass. Please dispose of trash and debris into trash container and clean property of trash.
	9/20	Violation given for: grass height above city ordinance; please cut grass and dispose of trash and debris into trash container and clean debris from property.
		Cleaned up job site, no violations
	9/7	Need to clean up pile of debris and cut grass to maintain control of Vermin, snakes and insects.
1226 Glourie Dr		No changes
		no changes
	9/27	No changes
		Warning given: Repair Falling Vinyl and Fencing
1306 Bridle Spur St		No violations
1300 Bridle Spar St		Mud in the street and right-of-way. Must keep right of way clean from mud. **warning**
	9/27	No violations

Address	Date	Inspector's Comments
1306 Glourie Dr	9/7	No violations noted
	9/13	No violation noted
	9/20	No violations noted
	9/27	No violations, watch grass height
1330 Glourie Dr	9/7	Starting soon
		Starting Soon
	9/20	Have not begun construction
	9/27	Starting Soon
14 Hilshire Grove Ln	9/7	No violations noted
	9/13	No violations noted
	9/20	No violations noted
	9/27	No violations noted
2 Pine Creek Ln		No violations noted
	9/13	No violations noted
		No violations noted
	9/27	No violations noted
7906 N Villa		No violation noted
		Warning given to repair silt fencing and fencing must run all around jobsite
	9/20	No violations noted
	9/27	No violations
7915 S Villa		No violation noted
		No violations noted
		No violations noted
	-	No violations
8302 Creekstone Cir		No violations noted
		No violations noted
		No violations noted
	9/27	No violations



October 16, 2020

Mayor and City Council City of Hilshire Village 8301 Westview Drive Houston, Texas 77055

Re: Engineer's Report for October 20, 2020 Council Meeting

HDR Job No. 20-005

Dear Mayor and Council Members:

HDR Engineering, Inc. (HDR) is pleased to submit this report on engineering related issues from September 12, 2020 to October 16, 2020.

- 1. On-Going Services (20-005):
  - a. 1220 Archley Drive -
    - ➤ On September 14, 2020, HDR reviewed and returned to the City the drainage plan amendment for 1220 Archley Drive. The drainage plan was amended to revise the proposed driveway under the recently updated and adopted Driveway and Lot Impervious Coverage Cover Ordinances. The drainage plan amendment was approved with exceptions noted.
  - b. 1221 Archley Drive -
    - ➤ On September 22, 2020, HDR performed a site visit to 1221 Archley and met Mrs. Carla Martinez (property owner) to review the drainage and erosion concerns in her backyard.
    - Some of her retaining stone panels along Spring Branch Creek and within the 150-ft wide Harris County Flood Control District (HCFCD) drainage easement are beginning to fail and fall into the creek.
    - ➤ Based on this field visit assessment, it appears that over time, runoff along the property and towards the creek has created erosion issues, causing the bank wall along the creek to begin to fail and lean into the creek.
    - The property owner was informed that HCFCD has jurisdiction over the creek and that any proposed erosion control improvements will need to be submitted to HCFCD and the City for concurrent review and approval.

#### c. 1317 Bridle Spur Lane –

➤ On September 24, 2020, HDR met in the field with Mr. Jeffrey Klam (property owner) to discuss his proposed backyard improvements and the City's drainage and impervious coverage requirements. Mr. Klam will be submitting plans to the City for review and approval.

#### d. 8116 Bromley Road -

- ➤ The drainage plan for the proposed residential dwelling addition/extension at 8116 Bromley was approved by the City on July 5, 2018; however, the Contractor did not pull a permit, so a cover and final drainage inspection were not performed.
- ➤ On September 30, 2020, HDR performed a drainage final inspection at 8116 Bromley. During this inspection it was noted that the proposed supplemental grate inlet/catch basin and storm sewer pipe did not appear to have been installed per the approved drainage plans; however, the area appears to be draining adequately through the existing drainage system installed during the initial construction of the residential dwelling.
- ➤ HDR is currently coordinating with the City and property owner on the as-built drainage plan requirements.

#### e. 1331 Friarcreek Lane –

➤ On October 12, 2020, HDR received the existing conditions survey and schematic of the proposed patio and deck improvements at 1331 Friarcreek Lane from Mr. Brian Weatherall (Oden Design & Contracting – Contractor). HDR is currently coordinating and reviewing this information with Mr. Weatherall.

#### f. 1330 Glourie Drive -

➤ On September 30, 2020, HDR performed a pre-construction field visit to 1330 Glourie Drive. Contractor was advised to clean up trash/debris around the lot. It was also noted that the Contractor has caused rutting along the City right-of-way (i.e. east side of Glourie Drive) that shall be corrected/restored prior to completing construction. No other issues were identified.

#### g. 24 Hickory Shadows Drive –

➤ On September 28, 2020, HDR reviewed and returned to the City the pool drainage plan for 24 Hickory Shadows Drive. The drainage plan was approved with exceptions noted.

#### h. 5 Hilshire Grove Lane –

- ➤ On September 22, 2020, the City received a report from Mr. Peter Batarse (property owner) of drainage issues (i.e. water ponding) behind his garage at 5 Hilshire Grove Lane.
- ➤ On September 22, 2020, HDR performed a site visit to 5 Hilshire Grove Lane, and the lots directly behind his property and under construction at 7902 and 7906 North Villa Ct. to assess the situation.
- ➤ Based on this site visit, HDR determined that the rough grade of the 7906 North Villa Ct. property is not allowing the rear of the lot to drain properly and it is diverting its storm water runoff to the backyard of 5 and 6 Hilshire Grove Lane. Also, the amount of rain experienced in the past two (2) days associated with TS Beta has saturated the ground to the point that it cannot absorb any more water and it is ponding, instead of percolating through the ground as usual.
- ➤ 7902 North Villa Ct. does not appear to be causing the drainage issue at 5 Hilshire Grove Lane.
- ➤ HDR recommended that the Contractor for 7906 North Villa Ct. be notified of the issue and provide corrections to the grade of the lot to allow the property to drain towards the street. The City informed the Contractor and Building Official accordingly.

#### i. 1313 Pine Chase Drive –

- ➤ On October 2, 2020, HDR performed a second site visit to 1313 Pine Chase Drive and met with Mrs. Nancy Taub (property owner) to assess the drainage issues experienced in the backyard.
- ➤ Based on this site visit, HDR has confirmed that the drainage issues experienced at 1313 Pine Chase Drive are not caused by the recently completed drainage improvements at 1315 Pine Chase Drive.
- ➤ The existing lot grading at 1313 Pine Chase Drive has become non-uniform over time with some areas showing signs of ground over saturation/ponding. The area near the common property line of 1315 Pine Chase was dry and appeared to be generally higher in elevation than other portions of the lot.
- ➤ The majority of the backyard also generally drains to the southwest, and not to the north (i.e. 1315 Pine Chase Drive), to an existing easement that drains towards the Bromley Road north ditch.

#### j. 1217 Pine Chase Drive –

➤ On September 24, 2020, HDR reviewed and returned to the City the as-built drainage plan for 1217 Pine Chase Drive. The as-built drainage plan was approved with exceptions noted.

#### k. 1322 & 1324 Pine Chase Grove and 1327 Glourie Drive –

- ➤ HDR coordinated with the City and Mr. Scott Bounds (City Attorney Olson & Olson) on the record research of the 10-ft utility easement at 1322 Pine Chase Grove.
- ➤ On September 25, 2020, Mr. Bounds provided a copy of the 10-ft utility easement dedication to the City and HDR for review. Upon review of the easement documentation, it was confirmed that the perpetual easement was dedicated to the City in 1988 for the construction, operation, maintenance, inspection, replacement, etc. of utilities.
- ➤ On October 2, 2020, HDR met with three (3) Contractors to discuss the feasibility of trenchless construction over open cut construction in order to preserve the existing trees along this easement. Only one (1) Contractor expressed concerns in installing the new 6-inch sanitary sewer line by trenchless construction; however, he agreed that it was feasible.
- Since the plumber's video provided by Mr. Brock Griffiths (1324 Pine Chase Grove) did not have a linear footage and was not ran through the entire sewer line due to camera cable limitations, HDR recommended a Pre-TV Inspection be performed to confirm the actual location of all services tied-in to this line, as well as, the location of the 45 degree bend within the Glourie Drive right-of-way as the sewer line turns down to connect to the existing 8-inch sanitary sewer running along the Glourie Drive east right-of-way. This information will be critical to determine the limits of construction and prepare the quote form so all Contractors invited to participate provide an equal and balance quote for this work.
- ➤ In the interest of time, HDR recommended the City to engage the services of InfraMark (City's Operations and Maintenance Company) to perform the Pre-TV Inspection of the sewer line under their current contract. The CCTV Inspection crew was performing this work on October 12, 2020.
- ➤ Once HDR receives the Pre-TV Inspection video, we will review it and prepare exhibits, details and a quote form for the sanitary sewer replacement work in order to request quotes from Contractors and present them to City Council at the November 2020 Council Meeting for review and approval.

#### 1. 1323 Pine Chase Grove –

- ➤ DonMar Grading, Inc. (Contractor) completed the ditch restoration, re-grading and cleaning at 1323 Pine Chase Grove. However, during TS Beta, an approximately 15-ft long stretch of sodding along the street bank side sloughed in since the sod was placed only a few days prior to TS Beta and did not have enough time to get its roots set.
- ➤ The Contractor will be visiting the site today to assess this issue and addressing it next week, weather permitting.

#### m. 1210 Ridgeley Drive –

➤ On October 7, 2020, HDR attended a Virtual Pre-Development Meeting with the City, Property Owners (Robert Garner and Jayne Owen) and Designer (Steven Allen Designs) to discuss the City's impervious coverage and drainage requirements, as well as the construction limitations due to the ravine traversing the south side of the property and the finger of the ravine in the front of the property.

#### n. 1310 Ridgeley Drive –

- ➤ On September 29, 2020, the City received a report of potential non-permitted construction activities taking place at 1310 Ridgeley Drive.
- The City and HDR are aware, based on previous communications, that Mr. Clint Collins (property owner) has hired an engineer to design and obtain approvals from HCFCD and the City on the proposed retaining walls/erosion control measures to mitigate the erosion issues experienced in his backyard due to the HCFCD gulley/ravine traversing on the east and south ends of the lot.
- ➤ HDR contacted Mr. Clint and his engineer via-email to inquire about the activities taking place at 1310 Ridgeley Drive. Mr. Clint confirmed that they were just taking boring samples to assist in the design of the proposed retaining walls/erosion control measures. HDR had no objections to this work.

#### o. 8314 Creekstone Circle and 1241 Archley Drive –

- ➤ TLC Construction Contract Services (Contractor) addressed the erosion issues on the culverts at 8314 Creekstone Circle and 1241 Archley Drive, under the warranty terms of the Archley Drive Reconstruction Project
- ➤ HDR has not inspected the corrective work yet, but will schedule it for next week and coordinate with the Contractor if there are any issues.

- p. Water and Sanitary Sewer Services for 1330 Glourie and 3 Empty Lots
  - ➤ On October 2, 2020, HDR met with three (3) Contractors to discuss and request quotes to construct/install the sanitary sewer and water line services for 1330 Glourie Drive, as well as, the remaining three (3) empty lots recently re-platted by the Holy Cross Church.
  - As of October 16, 2020, HDR has only received one (1) out of the three (3) quotes requested from Contractors but expect the remaining quotes to be submitted shortly. HDR will review and submit all quotes received to the City for final review and approval.
  - An Action Item has been included in the October 20, 2020 Regular Council Meeting Agenda for City Council to authorize City Staff to select a Contractor to perform this work contingent upon the quote not exceeding \$50,000, otherwise, the normal bidding/procurement process will be required for this work.
- q. Comcast Aerial Line to Service Big Little School
  - ➤ On October 12, 2020, HDR reviewed Comcast's plans for the proposed 755-LF of overhead cable to be attached to existing CenterPoint Energy power poles on the Wirt Road West right-of-way. This Comcast line will service the Big Little School at 1203 Wirt Road.
  - In general, the Wirt Road right-of-way is a City of Houston right-of-way but the aerial lines will cross Ridgeley Drive and Hilshire Green Drive. The lines, as proposed, have adequate vertical clearance (i.e. 18-ft), so there are no objections to the proposed Comcast line installation.
- r. Annual Ditch Cleaning and Maintenance Plan
  - ➤ DonMar Grading, Inc. (Contractor) completed the city-wide annual ditch cleaning and maintenance work. However, Mr. Joey Goetz (1229 Ridgeley Drive) reported that his ditch is still holding water, and Mr. Gary Van Liew (8006 Burkhart Road) reported that his sprinkler system was damaged at two (2) locations.
  - ➤ The Contractor will be visiting the site today to assess these issues and addressing them next week, weather permitting.
- s. Pine Chase Grove Cul-De-Sac Improvements
  - ➤ DonMar Grading, Inc. (Contractor) completed the re-grading and sodding work around the Pine Chase Grove Cul-De-Sac; however, the gravel work along the 1324 Pine Chase Grove alleyway and area in front of the backflow preventer flushing line and blow-off line line is still pending.

- ➤ The Contractor will be completing the gravel work next week, weather permitting.
- t. Harris County Initiative Development of Minimum Standards
  - As previously reported during the June 16, 2020 Regular Council Meeting, the Harris County Engineering Department sent a letter to the City and other Municipalities regarding the County's Recommendation on Minimum Standards for Communities in Harris County and Draining to Harris County.
  - ➤ Per Harris County's letter, the purpose of this policy is to provide a minimum set of drainage regulations and development policies that will allow all municipalities in Harris County to have a consistent set of standards that incorporate NOAA Atlas 14 rainfall rates. The proposed standards are intended to preserve the capacity and purpose of the ongoing Harris County Flood Control District (HCFCD) Bond Projects and make Harris County more resilient to future flooding events.
  - ➤ Mr. Jonathan Steiber (Harris County Engineering Department), authorized and engaged the services of EHRA Engineering to review the City's current ordinances and policies, and provide recommendations on minimum standards for drainage regulations and development policies consistent with Harris County's recommendations.
  - ➤ On September 10, 2020, the City and HDR received an e-mail from Mr. Andy Palermo, P.E. (EHRA Engineering) with the recommended revisions to the City's flood plain ordinances. HDR and Olson & Olson (City Attorney) have reviewed the information provided by Mr. Palermo and have no objections to these revisions/changes.
  - ➤ Olson & Olson has drafted the ordinance revisions for City Council review and approval during the October 20, 2020 Regular Council Meeting.

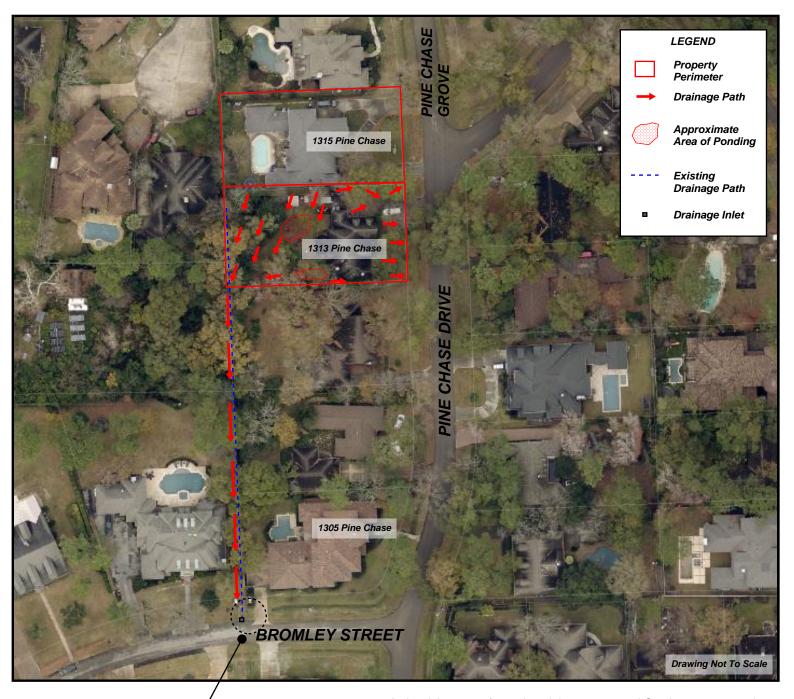
If there are any questions concerning the information contained in this report, we will be glad to discuss them with you.

Sincerely,

HDR Engineering, Inc.

Efrain A. Him, P.E. Project Manager

cc: Files (20-005)





A site visit was performed on July 31, 2020 and October 2, 2020, at the residence of 1313 Pine Chase and 1315 Pine Chase to review the drainage of the lots potentially impacted by the recent improvements at 1315 Pine Chase.

After review of the property at 1313 Pine Chase, it was determined that the existing lot grading has become nonuniform over time with some areas showing signs of ponding. The area near the common property line of 1315 Pine Chase appeared to be generally higher in elevation than other portions of the lot. A majority of the rear lot also generally drains to the southwest to an existing easement that drains towards Bromley Street (see inset). It is also noted that during heavy storm events, the ground will become over saturated, resulting in the ponding experienced on the lot as well as sheet flow of water along the ground surface to a point of conveyance.

From review of the recent improvements at 1315 Pine Chase, the improvements do not indicate that existing drainage flow is being blocked from 1313 Pine Chase.

For any existing drainage issues at 1313 Pine Chase, it is suggested that the lot be evaluated by a drainage engineer to provide recommendations on regrading the lot and to potentially install a subsurface drainage system to help with the drainage issues.

**From:** Scott Bounds <SBounds@olsonllp.com> **Sent:** Friday, September 25, 2020 3:43 PM **To:** 'Him, Efrain' <Efrain.Him@hdrinc.com>

Cc: 'Susan Blevins' <susan.blevins@hilshirevillagetexas.com>; Vasquez, Javier

<Javier.Vasquez@hdrinc.com>
Subject: RE: Hilshire Village

Susan-

It therefore appears to be a city line, the responsibility of the city, since it is in a city easement, that was prepared by the City, received by the City and filed by the City. Although you could check the city minutes at the time to see if Council approved it, even if you do not find a council record it would be my opinion that it is a city line in a city easement.

#### Scott 713 817 0653

From: Him, Efrain < <a href="mailto:Efrain.Him@hdrinc.com">Efrain.Him@hdrinc.com</a> Sent: Friday, September 25, 2020 3:11 PM

To: Scott Bounds < <a href="mailto:SBounds@olsonllp.com">SBounds@olsonllp.com</a>>

Cc: 'Susan Blevins' <<u>susan.blevins@hilshirevillagetexas.com</u>>; Vasquez, Javier

<<u>Javier.Vasquez@hdrinc.com</u>> **Subject:** RE: Hilshire Village

Thank you Scott. Yes, this is the easement in question at 1322 Pine Chase and it was dedicated to the City of Hilshire Village back in 1988.

Regards,

Efrain A. Him, P.E.

Project Manager

#### **HDR**

4828 Loop Central Drive, Ste. 800

THE STATE OF TEXAS COUNTY OF HARRIS

11/07/38 00296172 L921964 \$ 9.00

KNOW ALL MEN BY THESE PRESENTS:

That Adele Anna Schweizer, individually and as Independent Executrix of the Estate of Alvin J. Breuss, hereinafter referred to as "Grantor", for and in consideration of the growth, the requirements, and the benefits to accrue to the citizens of the City of Hilshire Village, Texas, HAS DEDICATED, GIVEN, GRANTED, AND CONVEYED and by these presents DOES HEREBY DEDICATE, GIVE, GRANT, AND CONVEY unto the City of Hilshire Village, Texas, hereinafter referred to as "Grantee", its successors, assigns, and legal representatives, an exclusive and perpetual easement for public utility purposes, including the right to construct, operate, maintain, inspect, replace, and remove said public utilities, along, across, over, and under that certain 1,775 square foot tract or parcel of land in Harris County, Texas, described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by this reference for all purposes.

The Grantee may do and perform all acts necessary to construct, operate, maintain, inspect, replace, and remove said public utilities along, across, over, and under said easement, and operate thereon all necessary machinery and equipment, and Grantee shall have the right to cut, trim, and remove trees or shrubbery, or to remove improvements which may encroach upon, burden, or interfere with the easement herein granted.

The easement and the rights and privileges herein granted shall be perpetual and exclusive, and Grantor covenants that she will not convey any other easement, or any other right, within or conflicting with the area of the easement herein granted.

This instrument shall be binding upon the successors, assigns, legal representatives, heirs, administrators of both the Grantor and the Grantee.

Nothing herein contained shall affect the right of Grantor, or Grantor's heirs, executors, administrators, successors, and assigns, to go upon or across the subject property, to the extent such use will not burden or interfere with the easement granted hereunder, subject to all applicable regulations of the State of Texas or its political subdivisions, including Grantee.

TO HAVE AND TO HOLD the above described easement unto the said Grantee, its successors, assigns, and legal reprentatives, and Grantor hereby binds herself and Grantor's heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular the easement to Grantee and its successors, assigns, and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this / Pl day of sextender , 1988

(2)

Adele Anna Schweizer, Individually and as Independent Executrix of the Estate of Alvin J. Bruess /07 /02

ADDRESS OF GRANTEE:

The City of Hilshire Village P.O. Box 55233 Houston, Texas 77255

FILED FOR RECORD 8:30 A.M.

NOV 7 1988

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF HARRIS

County Clerk, Harris County, Texas

BEFORE ME, the undersigned authority, on this day personally appeared Adele Anna Schweizer, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same individually and as Independent Executrix of the estate of Alvin J. Bruess, for the purposes and consideration therein expressed.

132-67-2396

of September , 1988.

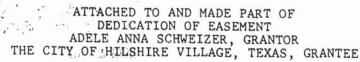
Notary Public in and for the State of Texas

Commission Expires:

LaRUE WREN
Notary Public, State of Texas
My Commission Expires December 10, 1988

#### AFTER RECORDING, PLEASE RETURN TO:

OLSON & OLSON
Attention: Mario L. Dell'Osso
MCorp Plaza, Suite 3485
333 Clay Street
Houston, TX 77002



#### METES AND BOUNDS DESCRIPTION

10 FOOT WIDE UTILITY EASEMENT LOT 3 BLOCK 1 HILSHIRE MANORS

SEPT. 12, 1988

ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF LOT 3 BLOCK 1 OF HILSHIRE MANORS, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 40 PAGE 10 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS. SAID TRACT OR PARCEL OF LAND CONTAINS 1,775 SQUARE FEET OF LAND, AND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD LOCATED AT THE SOUTHWEST CORNER OF LOT 2 AND THE NORTHWEST CORNER OF LOT 3, BLOCK 1, HILSHIRE MANORS, SAID POINT ALSO BEING LOCATED ON THE EASTERLY RIGHT OF WAY LINE OF PINE CHASE DRIVE, BASED ON A WIDTH OF 60.00 FEET;

THENCE DEPARTING FROM SAID EASTERLY RIGHT OF WAY LINE OF PINE CHASE DRIVE, EAST, ALONG AND WITH THE SOUTH LINE OF LOT 2 AND THE NORTH LINE OF LOT 3, PASSING A 5/8 INCH IRON ROD MARKING THE SOUTHEAST CORNER OF LOT 2 AND THE SOUTHWEST CORNER OF LOT 1, AT 83.88 FEET, CONTINUING ALONG THE SOUTH LINE OF LOT 1 AND THE NORTH LINE OF LOT 3, A TOTAL DISTANCE OF 180.49 FEET TO A 5/8 INCH IRON ROD MARKING THE SOUTHEAST CORNER OF LOT 1 AND THE NORTHEAST CORNER OF LOT 3, AND BEING LOCATED ON THE WESTERLY RIGHT OF WAY LINE OF GLOURIE DRIVE, BASED ON A WIDTH OF 60.00 FEET:

THENCE IN A SOUTHWESTERLY DIRECTION ALONG AND WITH THE WESTERLY, RIGHT OF WAY LINE OF SAID GLOURIE DRIVE, AND THE EAST LINE OF LOT 3, BEING A CURVE TO THE RIGHT, WITH A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 1 DEG. 41 MIN. 55 SEC., AN ARC LENGTH OF 10.08 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, LOCATED ON THE EAST LINE OF LOT 3 AND THE WESTERLY RIGHT OF WAY LINE OF GLOURIE DRIVE;

THENCE DEPARTING FROM THE WESTERLY RIGHT OF WAY LINE OF SAID GLOURIE DRIVE AND THE EAST LINE OF LOT 3, WEST, PARALLEL TO AND 10 FOOT FROM AT RIGHT ANGLES, THE NORTH LINE OF LOT 3, A DISTANCE OF 176.23 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT LOCATED ON THE WEST LINE OF LOT 3 AND THE EASTERLY RIGHT OF WAY LINE OF PINE CHASE DRIVE;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG AND WITH THE WEST LINE OF LOT 3 AND THE EASTERLY RIGHT OF WAY LINE OF PINE CHASE DRIVE, SAID LINE BEING A CURVE TO THE RIGHT, WITH A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 1 DEG. 10 MIN. 55 SEC., AN ARC LENGTH OF 10.31 FEET TO THE NORTHWEST CORNER AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED 1,775 SQUARE FOOT TRACT.

Sillie S. M. Suffic REGISTERED PUBLIC SURVEYOR 12090



137-05-12-5

Ados 7rzszsona

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE MENTAL, OR USE OF THE DESCRIPTO MEAL PROPERTY RECAUSE OF GOLDO OR FLOCE IS HANALTO AND UNKING PICLARE UNDER FLOERAL LIMIT. THE STATE OF TEXAS S COUNTY OF HARRIS I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

NOV 7 1988

COUNTY CLERK HARRIS COUNTY, TEXAS

#### **ORDINANCE NUMBER 803-2020**

AN ORDINANCE OF THE CITY OF HILSHIRE VILLAGE, TEXAS, AMENDING CHAPTER 3, ARTICLE 300, FLOOD PREVENTION DAMAGE, AND CHAPTER 9, SUBDIVISIONS, OF ITS CODE OF ORDINANCES TO AMEND ITS STANDARDS FOR DESIGN AND CONSTRUCTION OF STORM WATER CONVEYANCE AND DETENTION SYSTEMS, TO REQUIRE STORM WATER DETENTION FOR CERTAIN PROJECTS, AND TO PROHIBIT CERTAIN DEVELOPMENT WITHIN THE 500 YEAR PLAIN; PROVIDING A PENALTY OF UP TO \$2,000.00 PER VIOLATION PER DAY; AND MAKING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Harris County Flood Control District, the Harris County Engineer, and the Harris County Commissioner's Court has requested that communities in Harris County: 1) use Atlas 14 rainfall rates for sizing storm water conveyance and detention systems, 2) require a minimum detention rate of 1.55 acre feet per acre detention for any new non-single family residential development on tracts one acre or larger; 3) use hydrograph timing as a substitution for detention on development projects; 4) require no net fill in the current mapped 500-year floodplain; and 5) required the minimum finished floor elevation of new habitable structures be established at or waterproofed to the 500-year floodplain elevation in order to assist the County in flood control; and

WHEREAS, the City Council of the City of Hilshire Village, Texas, finds that the measures requested are reasonable and prudent;

Now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HILSHIRE VILLAGE, TEXAS, THAT:

SECTION 1: Chapter 3, Article 3.300, Section 3.301, of the Code of Ordinances, City of Hilshire Village, Texas, is hereby amended, by adding definitions, to be placed in alphabetical order, of "area of moderate flood hazard", "five-hundred-year floodplain elevation", and "moderate flood hazard area", to read as follows:

"Area of moderate flood hazard shall mean the land between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. They are shown on flood maps as zones labeled with the letters B or X (shaded).

Five-hundred (500) year floodplain elevation shall mean the elevation of surface water resulting from a flood that has a 0.2-percent chance of equaling or exceeding that level in any given year. The 500-year floodplain elevation is shown on the flood insurance rate map for zones B and X (shaded).

Moderate flood hazard area. See area of moderate flood hazard."

SECTION 2: Chapter 3, Article 3.300, Sections 3.302 through 3.304 of the Code of Ordinances, City of Hilshire Village, Texas, are amended to read as follows:

"Sec. 3.302. - Lands to which this article applies.

This article shall apply to all areas of special flood hazard and moderate flood hazard area within the jurisdiction of the city.

Sec. 3.303. - Basis for establishing the areas of special flood hazard and moderate flood hazard.

The areas of special flood hazard and moderate flood hazard identified by the Federal Emergency Management Agency (FEMA) in a scientific and engineering report entitled "Flood Insurance Study—Harris, County, Texas and Incorporated Areas" dated June 9, 2014, with accompanying flood insurance rate maps and flood boundary-floodway maps (FIRMs and FBFMs) and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

Sec. 3.304. - Establishment of development permit.

It shall be unlawful for any person to commence new construction, substantial improvements, or any other development within an area of special flood hazard and/or moderate flood hazard within the jurisdiction of the city without having first received a development permit therefor issued in accordance with this article, to ensure conformance with the provisions of this article."

SECTION 3. Chapter 3, Article 3.300, Subsections 3.328(6) and 3.28(11) of the Code of Ordinances, City of Hilshire Village, Texas, are amended to read as follows:

- "(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level or 500-year floodplain elevation, provided the relevant factors in section 26-134(b) of this article have been fully considered. As the lot site increases beyond the one-half acre, the technical justification required for issuing the variance shall be increased proportionately.
- 11) Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in subsections (1) through (11) above are met; and (ii) the structure or other development is protected by methods that minimize flood damage during the base flood and/or the 500-year flood and creates no additional threats to public safety."

SECTION 4. Chapter 3, Article 3.300, Sections 3.335 through 3.337 of the Code Ordinances of the City of Hilshire Villager are amended to read as follows:

#### "Sec. 3.335. - General standards.

In all areas of special flood hazard <u>and moderate flood hazard</u>, the following provisions shall be required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (6) All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwater; and
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- (8) Compensating floodplain mitigation will be required for any fill placed below the base flood elevation and/or 500-year floodplain elevation for any new construction or substantial improvements.

#### Sec. 3.336. - Specific standards.

In all areas of special flood hazard and moderate flood hazard where base flood elevation and 500-year floodplain elevation data has been provided as set forth in section 3.303, section 3.326(1)(h), or section 3.337(3), the following provisions are required:

(1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to one (1) foot above the base flood elevation or at or above the 500-year floodplain elevation, whichever is higher. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in section 3.327(a)(1) above is satisfied.

- (2) Nonresidential construction. New construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement) elevated to one (1) foot above the base flood elevation or at or above the 500-year floodplain elevation, whichever is higher or, together with attendant utility and sanitary facilities, be designed so that below the 500-year floodplain elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification that includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.
- (3) Enclosures. New construction or substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect and meet or exceed the following minimum criteria:
  - (a) A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided;
  - (b) The bottom of all openings shall be no higher than one (1) foot above grade; and
  - (c) Openings shall not be equipped with screens, louvers, valves, or other coverings or devices unless that they permit the automatic entry and exit of floodwaters.
- (4) *Manufactured homes*.
  - (a) All manufactured homes to be placed within zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes shall be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, the use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
  - (b) Manufactured homes that are placed or substantially improved within zones A1-30, AH, and X (shaded) on the community's FIRM on sites:
    - 1. Outside of a manufactured home park or subdivision;
    - 2. In a new manufactured home park or subdivision;
    - 3. In an expansion to an existing manufactured home park or subdivision; or

- 4. In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation or to or above the 500-year floodplain elevation, whichever is higher, and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (c) Manufactured homes placed or substantially improved on sites within an existing manufactured home park or subdivision within zones A1-30, AH, AE, and X (shaded) on the community's FIRM that are not subject to the provisions of subsection (4) b.4 of this section shall be elevated so that either:
  - 1. The lowest floor of the manufactured home is at or above the base flood elevation or at or above the 500-year floodplain elevation, whichever is higher; or
  - 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (5) Recreational vehicles. Recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM shall either:
  - (a) Be on the site for fewer than one hundred eighty (180) consecutive days;
  - (b) Be fully licensed and ready for highway use; or
  - (c) Meet the permit requirements of section 3.327 hereof and the elevation and anchoring requirements for manufactured homes in subsection (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.
- (6) *Accessory structures*. The construction of such structure must satisfy the following standards in unnumbered and numbered A zones:
  - (a) Structure is low valued and represents a minimal investment.
  - (b) Structure shall be small in size, not exceed six hundred (600) square feet in size.
  - (c) Structure shall be unfurnished on the interior.
  - (d) Structure can be used only for parking and limited storage.
  - (e) Structure shall not be used for human habitation (including work, sleeping, living, cooking, or restroom areas).
  - (f) Service facilities such as electrical and heating equipment must be elevated to or above the BFE or floodproofed.
  - (g) Structure is constructed and place on building site so as to offer the minimum resistance to the flow of floodwaters.

- (h) Structure is designed to have low flood damage potential, i.e., constructed with flood resistance materials.
- (i) Structure is firmly anchored to prevent flotation, collapse, and lateral movement.
- (j) Floodway requirements must be met in the construction of the structure.
- (k) Openings to relieve hydrostatic pressure during a flood shall be provided below the BFE.

No accessory structures are allowed in V zones except for "disposable" sheds. If constructed, fill cannot be used for structural support and the areas below the BFE must remain free of obstruction or be constructed with non-supporting breakaway walls, open latticework, or insect screening. All accessory structures are to be located so as not to cause damage to adjacent and nearby structures.

Sec. 3.337. - Standards for subdivision proposals.

- (1) All subdivision proposals, including manufactured home parks and subdivisions, shall comply with sections 3.316, 3.317, and 3.318 of this article.
- (2) All proposals for the development of subdivisions, including manufactured home parks and subdivisions, shall meet floodplain development permit requirements of section 3.304, section 3.327, and the provisions of this article.
- (3) Base flood elevation and 500-year floodplain elevation data shall be provided for subdivision proposals and other proposed development, including manufactured home parks and subdivisions, which is greater than fifty (50) lots or five (5) acres, whichever is less, if not otherwise provided pursuant to section 3.303 or section 3.326(1)(h) of this article.
- (4) All subdivision proposals, including manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.
- (5) All subdivision proposals, including manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.

SECTION 5: Chapter 9, Article 9.100, Subsection 9.109(g) of the Code of Ordinances of the City of Hilshire Village, Texas, is amended to read as follows:

Sec. 9.109. Requirements for the Subdivision and Re-Subdivision of Land.

"(g) Drainage. Drainage easements shall be dedicated in the locations required by the city engineer. All subdivisions, re-subdivisions and new development shall provide adequate storm drainage in accordance with all city and county drainage requirements. At a minimum, all new development greater than one acre shall be designed such that: 1) localized conveyance systems (storm sewer systems and roadside ditches) and detention basins shall be designed utilizing Atlas 14 rainfall (can refer to Harris County or City of Houston rainfall calculations); 2) the minimum detention storage rate shall be 0.55 acre-feet per acre; and 3) hydrograph timing shall not be used as a substitution for detention."

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

SECTION 7. Repeal. All other ordinances or parts of ordinances in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed.

SECTION 8. Notice, Penalty and Effective Date. The City Secretary is directed to give notice of the enactment of this ordinance as provided by Section 52.011 of the Texas Local Government Code. Upon publication, any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00 as provided in Section 1.106.

PASSED, APPROVED, AND AI	DOPTED this day of, 2020.
ATTEST:	Russell Herron, Mayor
Susan Blevins, City Secretary	

#### HARRIS COUNTY

#### OFFICE OF THE COUNTY ENGINEER

1001 Preston, Suite 500 Houston, Texas 77002 (713) 755-5370

#### **MEMORANDUM**

DATE:

July 9, 2020

TO:

File

FROM:

John R. Blount, P.E County Engineer

CC:

Russell A. Poppe, P.E.

Executive Director, Harris County Flood Control District

SUBJECT:

Coastal and Stillwater Floodplain Clarification - May 19, 2020

**Commissioners Court Action Concerning Requirement Minimum** Standards for Communities in Harris County and Draining to Harris

County

On May 19, 2020, Harris County Commissioners Court recommended that all cities within Harris County and those entities outside of Harris County that drain to Harris County adopt five minimum standards in their drainage and/or floodplain regulations prior to December 31, 2020 in order to continue participating in partnership projects with Harris County.

The intent of the initiative is to ensure that minimum flood protection measures are in place that take into consideration the changes brought about by the new understanding of rainfall rates in the NOAA Atlas 14 study so as to create a more resilient community. However, Atlas 14 rainfall changes do not significantly impact flood risk in coastal and stillwater areas. Therefore, the following clarification shall be made to the approved Court letter as it applies to coastal and stillwater areas as defined below:

1. Minimum Measure #1: Use Atlas 14 rainfall rates for sizing storm water conveyance and detention systems: Atlas 14 shall be required to size localized storm water conveyance systems, such as storm sewers and roadside ditches, and size detention systems that outfall into the localized storm water conveyance systems. Atlas 14 rainfall shall not be a minimum requirement for detention for developments that directly outfall into a stream or body of water impacted by coastal flooding (i.e. tidal impacts, Stillwater elevation, storm surge).

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- 2. Minimum Measure #2: Require a minimum detention rate of 0.55 acre feet per acre detention for any new development on tracts one acre or larger. However, a single family residential structure and accessory buildings proposed on an existing lot is exempt from providing detention. This minimum measure shall be applied to all areas that require detention based on the clarification Minimum Measure #1. If an area is exempt from providing detention based on Minimum Measure #1, this measure does not apply.
- 3. Minimum Measure #3: Prohibit the use of hydrograph timing as a substitution for detention on any project, unless it directly outfalls into Galveston Bay. The measure shall not apply for any developments that directly outfall into a stream or body of water impacted by coastal flooding (i.e. tidal impacts, Stillwater elevation, storm surge).
- 4. Minimum Measure #4: Require no net fill in the current mapped 500-year floodplain, except in areas identified as coastal zones only. As this requirement clearly states, this should not be required in coastal areas. It also makes sense that this requirement should not be required in stillwater areas as well.
- 5. Minimum Measure #5: Require the minimum Finished Floor Elevation (FFE) of new habitable structures be established at or waterproofed to the 500-year floodplain elevation as shown on the effective Flood Insurance Study. The Flood Insurance Study does not show a 500-year elevation for coastal areas, hence coastal areas are exempt from this requirement. However, stillwater areas show a 500-year floodplain that is not based on riverine conditions but rather based surge and wave action. Therefore, stillwater areas shall also be exempted from this requirement. Rather, local governments shall be required, at a minimum, to meet FEMA requirements for FFEs in these zones.

# Further background and information to determine if a floodplain is coastal or stillwater is as follows:

Coastal communities face a range of flooding hazards that include storm surge, waves, and erosion. Elevated water levels at the coast is a main reason for coastal flooding. Elevated water levels allow floodwaters and waves to travel further inland than they would otherwise. The elevated water level observed during a flood event is typically called the Stillwater Elevation (SWEL). The SWEL tells us how high floodwaters could rise during a flood event due to storm surge, tides, wave setup, or other factors that cause increases in water levels. This elevation does not include the additional heights of the waves.

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The coastal SFHA is where the source of flooding consists of coastal hazards such as storm surge and waves. On the FIRM, the coastal SFHA is designated by Zones VE, AE, and AO. Each flood zone area is bounded by a solid white boundary line and is assigned a single, typically whole-foot, BFE. Coastal BFEs apply to the entire area between the white boundary lines. Coastal BFEs are shown as values in parentheses under the zone labels...i.e. if the BFE were 10 feet, the BFE label would read (EL 10) under a VE or AE designation. The Limit of Coastal Floodplain is marked on a flood map with a white line to show the location where, for BFEs, flooding from riverine flood sources becomes greater than flooding from coastal flood sources. Typically, on the coastal side of the line, static, whole-foot BFEs are shown while on the riverine side of the line, BFEs are marked at cross sections and BFE lines.

The below example shows an area containing a Coastal Zone AE with whole-foot BFEs. For Zone AE flood zones within a coastal community, it indicates areas that have at least a 1-percent-annual-chance of being flooded, but where wave heights are less than 3 feet. On the flood map, Zone X (shaded) areas are shown with a light orange color. While no flood elevations will be shown on the flood map for this zone, information about the 0.2-percent-annual-chance SWELs and wave hazards may be found in the FIS report for coastal areas (which would be labeled on the flood profiles). It should be noted that the Zone X (shaded) areas determined by coastal flooding are not associated with riverine flooding or stream modeling. These areas should be considered separately when applying Harris County Minimum Standards, since these elevations are not determined by riverine modeling.





The source used to obtain the information provided above is from the Federal Emergency Management Agency (FEMA) document, "An Introduction to FEMA Coastal Floodplain Mapping."

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# HARRIS COUNTY

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#### ARTICLE 3.300. - FLOOD DAMAGE PREVENTION[2]

#### Footnotes:

--- (2) ---

**Editor's note**— Ordinance No. 697, adopted March 18, 2014, deleted Art. 3.300 in its entirety, and enacted a new Art. 3.300 as set out herein. The former article pertained to similar subject matter. For prior history, see Appendix B: Ordinance Disposition Table.

**State Law reference**— Responsibilities to establish flood hazard regulations, V.T.C.A., Water Code, Sec. 15.316.

#### **DIVISION 1. - GENERALLY**

Sec. 3.301. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory structure shall mean structures which are on the same parcel of property as the principle structure and the use of which is incidental to the use of the principle structure (such as garages and storage sheds).

Alluvial fan flooding shall mean flooding occurring on the surface of an alluvial fan or similar landform that originates at the apex and is characterized by high-velocity flow, active processes of erosion, sediment transport and deposition, and unpredictable flow paths.

Apex shall mean a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant structure shall mean a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard shall mean the land area that would be inundated by the one (1) percent or greater annual chance (one hundred-year) flood based on future conditions hydrology.

Area of shallow flooding shall mean a designated AO, AH, AR/AO, AR/AH or VO zone on a community's flood insurance rate map (FIRM) with a one (1) percent chance or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard shall mean the land in the floodplain within a community subject to a one (1) percent or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, zone A usually is refined into zone A, AE, AH, AO, A1-99, VO, V1-30, VE, V, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, or AR/A.

Area of moderate flood hazard shall mean the land between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. They are shown on flood maps as zones labeled with the letters B or X (shaded).

Base flood shall mean the flood having a one (1) percent chance of being equaled or exceeded in any given year.

Basement shall mean any area of a building having its floor subgrade (below ground level) on all sides.

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Breakaway wall shall mean a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical feature shall mean an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development shall mean any manmade change in or to improved or unimproved real estate, including, but not limited to, the construction or alteration of buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

Elevated building shall mean, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing construction shall mean, for the purposes of determining rates, structures for which the start of construction commenced before the effective date of the FIRM or before June 9, 2014, for FIRMs effective before that date. Existing construction may also be referred to as "existing structures."

Existing manufactured home park or subdivision shall mean a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by the city.

Expansion to an existing manufactured home park or subdivision shall mean the preparation of additional sites by the construction of facilities for servicing the lots on which manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Five-hundred (500) year floodplain elevation shall mean the elevation of surface water resulting from a flood that has a 0.2-percent chance of equaling or exceeding that level in any given year. The 500-year floodplain elevation is shown on the flood insurance rate map for zones B and X (shaded).

Flood or flooding shall mean a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; or
- (2) The unusual and rapid accumulation of runoff of surface waters from any source.

Flood elevation study shall mean an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM) shall mean an official map of a community, on which the Federal Emergency Management Agency (FEMA) has delineated both the areas of special flood hazard and the risk premium zones applicable to the city.

Floodplain or floodprone area shall mean any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodplain management shall mean the operation of an overall program of corrective and preventive measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain management regulations shall mean zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood protection system shall mean those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding

in order to reduce the extent of the areas within the city subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees, or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodproofing shall mean any combination of structural and nonstructural additions, changes, or adjustments, that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and/or their contents.

Floodway (regulatory floodway) shall mean the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Functionally dependent use shall mean a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long term storage or related manufacturing facilities.

Highest adjacent grade shall mean the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure shall mean any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the department of interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminary determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
- (3) Individually listed on the state inventory of historic places by a state historic preservation program which has been approved by the Secretary of the Interior; or
- (4) Individually listed on an inventory of historic places in communities with historic preservation programs that have been certified either:
  - (a) By an approved state program as determined by the Secretary of the Interior; or
  - (b) Directly by the Secretary of the Interior in states without approved programs.

Levee shall mean a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices, to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system shall mean a flood protection system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor shall mean the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, suitable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirement of section 60.3 of the National Flood Insurance Program regulations (44 CFR 60.3).

Manufactured home shall mean a structure transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a recreational vehicle.

Manufactured home park or subdivision shall mean a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Mean sea level shall mean, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD88) of 1988 or other datum, to which base flood elevations shown on a community's FIRM are referenced.

#### Moderate flood hazard area. See area of moderate flood hazard.

New construction shall mean, for the purpose of determining insurance rates, structures for which the start of construction commenced on or after the effective date of an initial FIRM or after June 10, 2014, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction shall mean structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by the city and includes any subsequent improvements to such structures.

New manufactured home park or subdivision shall mean a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the city.

Recreational vehicle shall mean a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projections;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway shall mean the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine shall mean relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special flood hazard area . See area of special flood hazard .

#### Moderate flood hazard area . See area of moderate flood hazard .

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act [P.L. 97-348 (16 U.S.C. 3501 et seq.)]), shall include substantial improvement and shall mean the date the building permit is issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction shall mean the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure shall mean, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage shall mean damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

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Substantial improvement shall mean any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before start of construction of the improvement. This includes structures that have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions: or
- (2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Variance shall mean a grant of relief to a person from a requirement of this article when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this article. (For full requirements, see section 60.6 of the National Flood Insurance Program regulations (44 CFR 60.6).)

Violation shall mean the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program Regulations is presumed to be in violation until such time as that documentation is provided.

Water surface elevation shall mean the height, in relation to the North American Vertical Datum (NAVD88) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.302. - Lands to which this article applies.

This article shall apply to all areas of special flood hazard <u>and moderate flood hazard area</u> within the jurisdiction of the city.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.303. - Basis for establishing the areas of special flood hazard and moderate flood hazard.

The areas of special flood hazard and moderate flood hazard identified by the Federal Emergency Management Agency (FEMA) in a scientific and engineering report entitled "Flood Insurance Study—Harris, County, Texas and Incorporated Areas" dated June 9, 2014, with accompanying flood insurance rate maps and flood boundary-floodway maps (FIRMs and FBFMs) and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.304. - Establishment of development permit.

It shall be unlawful for any person to commence new construction, substantial improvements, or any other development within an area of special flood hazard <a href="mailto:and/or moderate flood hazard">and/or moderate flood hazard</a> within the jurisdiction of the city without having first received a development permit therefor issued in accordance with this article, to ensure conformance with the provisions of this article.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.305. - Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this article and other applicable regulations.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.306. - Abrogation and greater restrictions.

This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.307. - Interpretation.

In the interpretation and application of this article, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the city council; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.308. - Warning and disclaimer or liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by manmade or natural causes. This article does not infer that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

(Ordinance 697, adopted March 18, 2014, Section 1)

Secs. 3.309—3.314. - Reserved.

DIVISION 2. - STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

Sec. 3.315. - Statutory authorization.

The legislature of the State of Texas has, in V.T.C.A., Water Code, § 16.311 et seq., delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.316. - Findings of fact.

- (1) The flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health, and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect public health, safety, and general welfare.
- (2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed, or otherwise protected from flood damage.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.317. - Statement of purpose.

It is the purpose of this article to promote public health, safety, and general welfare and to minimize public and private loss due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets, and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and
- (7) Ensure that potential buyers are notified that property is in a flood area.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.318. - Methods of reducing flood losses.

In order to accomplish its purposes, this article employs the following methods:

- Restrict or prohibit uses that are dangerous to health, safety, or property in times of flood or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging, and other development which may increase flood damage; and
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

(Ordinance 697, adopted March 18, 2014, Section 1)

Secs. 3.319-3.324. - Reserved.

#### **DIVISION 3. - ADMINISTRATION**

Sec. 3.325. - Designation of the floodplain administrator.

The mayor is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.326. - Duties and responsibilities of the floodplain administrator.

- (1) Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:
  - (a) Maintain and hold open for public inspection all records pertaining to the provisions of this article.
  - (b) Review permit applications to determine whether a proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.
  - (c) Review, approve, or deny all applications for development permits required by this article.
  - (d) Review permits for proposed development to ensure that all necessary permits have been obtained from those federal, state, or local governmental agencies (including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1344) from which prior approval is required.
  - (e) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the floodplain administrator shall make the necessary interpretation.
  - (f) Notify, in riverine situations, adjacent communities and the state coordinating agency (which is the Texas Natural Resources Conservation Commission), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency
  - (g) Ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
  - (h) When base flood elevation data has not been provided in accordance with section 3.303, the floodplain administrator shall obtain, review an reasonably utilize any base flood elevation data and floodway data available from a federal, state, or other source, in order to administer the provisions of this article.
  - (i) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.
  - (j) Under the provisions of 44 CFR 65.12 of the National Flood Insurance Program regulations, the city may approve certain development in zones A1-30, AE and AH on the city's FIRM, which increases the water surface elevation of the base flood by more than one (1) foot, provided the city first completes all of the provisions required by Section 65.12 of 44 CFR.

(Ordinance 697, adopted March 18, 2014, Section 1)

#### Sec. 3.327. - Permit procedures.

- (a) Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information shall be required:
  - Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
  - (2) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
  - (3) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of section 3.336(2) of this article;
  - (4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;
  - (5) Maintain a record of all such information in accordance with section 3.326(1) above.
- (b) Approval or denial of a development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:
  - (1) The danger to life and property due to flooding or erosion damage;
  - (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
  - (3) The danger that materials may be swept onto other lands to the injury of others;
  - (4) The compatibility of the proposed use with existing and anticipated development;
  - (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - (6) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems;
  - (7) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
  - (8) The necessity to the facility of a waterfront location, where applicable;
  - (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
  - (10) The relationship of the proposed use to the comprehensive plan for that area;
  - (11) The impact to adjacent and neighboring properties, as it relates to drainage and flood damage potential, reasonably expected as a result of the proposed development.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.328. - Variance procedures.

(1) The city council shall hear and render judgment on requests for variances from the requirements of this article.

- (2) The city council shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this article.
- (3) Any person or persons aggrieved by the decision of the city council may appeal such decision to a court of competent jurisdiction.
- (4) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- (5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this article.
- (6) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level or 500-year floodplain elevation, provided the relevant factors in section 26-134(b) of this article have been fully considered. As the lot site increases beyond the one-half acre, the technical justification required for issuing the variance shall be increased proportionately.
- (7) Upon consideration of the factors noted above and the intent of this article, the city council may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this article (section 3.317).
- (8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (10) Prerequisites for granting variances are as follows:
  - (a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
  - (b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
  - (c) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (11) Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in subsections (1) through (11) above are met; and (ii) the structure or other development is protected by methods that minimize flood damage during the base flood and/or the 500-year flood and creates no additional threats to public safety.

(Ordinance 697, adopted March 18, 2014, Section 1)

Secs. 3.329-3.334. - Reserved.

DIVISION 4. - PROVISIONS FOR FLOOD HAZARD REDUCTION

#### Sec. 3.335. - General standards.

In all areas of special flood hazard and moderate flood hazard, the following provisions shall be required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (6) All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwater; and
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- (8) Compensating floodplain mitigation will be required for any fill placed below the base flood elevation and/or 500-year floodplain elevation for any new construction or substantial improvements.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.336. - Specific standards.

In all areas of special flood hazard <u>and moderate flood hazard</u> where base flood elevation <u>and 500-year floodplain elevation</u> data has been provided as set forth in section 3.303, section 3.326(1)(h), or section 3.337(3), the following provisions are required:

- (1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to one (1) foot above the base flood elevation or at or above the 500-year floodplain elevation, whichever is higher. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in section 3.327(a)(1) above is satisfied.
- (2) Nonresidential construction. New construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement) elevated to one (1) foot above the base flood elevation or at or above the 500-year floodplain elevation, whichever is higher or, together with attendant utility and sanitary facilities, be designed so that below the base flood level500-year floodplain elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification that includes the specific elevation (in relation to

mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.

- (3) Enclosures. New construction or substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect and meet or exceed the following minimum criteria:
  - (a) A minimum of two (2) openings having a total net area of not less than one (1) square inch
    for every square foot of enclosed area subject to flooding shall be provided;
  - (b) The bottom of all openings shall be no higher than one (1) foot above grade; and
  - (c) Openings shall not be equipped with screens, louvers, valves, or other coverings or devices unless that they permit the automatic entry and exit of floodwaters.
- (4) Manufactured homes.
  - (a) All manufactured homes to be placed within zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes shall be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, the use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
  - (b) Manufactured homes that are placed or substantially improved within zones A1-30, AH, and AE, and X (shaded) on the community's FIRM on sites:
    - 1. Outside of a manufactured home park or subdivision;
    - 2. In a new manufactured home park or subdivision;
    - 3. In an expansion to an existing manufactured home park or subdivision; or
    - 4. In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation or to or above the 500-year floodplain elevation, whichever is higher, and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
  - (c) Manufactured homes placed or substantially improved on sites within an existing manufactured home park or subdivision within zones A1-30, AH, and AE, and X (shaded) on the community's FIRM that are not subject to the provisions of subsection (4)b.4 of this section shall be elevated so that either:
    - The lowest floor of the manufactured home is at or above the base flood <u>elevation or</u> at or above the 500-year floodplain elevation, whichever is higher; or
    - 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (5) Recreational vehicles. Recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM shall either:
  - (a) Be on the site for fewer than one hundred eighty (180) consecutive days;
  - (b) Be fully licensed and ready for highway use; or

- (c) Meet the permit requirements of section 3.327 hereof and the elevation and anchoring requirements for manufactured homes in subsection (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.
- (6) Accessory structures. The construction of such structure must satisfy the following standards in unnumbered and numbered A zones:
  - (a) Structure is low valued and represents a minimal investment.
  - (b) Structure shall be small in size, not exceed six hundred (600) square feet in size.
  - (c) Structure shall be unfurnished on the interior.
  - (d) Structure can be used only for parking and limited storage.
  - (e) Structure shall not be used for human habitation (including work, sleeping, living, cooking, or restroom areas).
  - (f) Service facilities such as electrical and heating equipment must be elevated to or above the BFE or floodproofed.
  - (g) Structure is constructed and place on building site so as to offer the minimum resistance to the flow of floodwaters.
  - (h) Structure is designed to have low flood damage potential, i.e., constructed with flood resistance materials.
  - (i) Structure is firmly anchored to prevent flotation, collapse, and lateral movement.
  - (j) Floodway requirements must be met in the construction of the structure.
  - (k) Openings to relieve hydrostatic pressure during a flood shall be provided below the BFE.

No accessory structures are allowed in V zones except for "disposable" sheds. If constructed, fill cannot be used for structural support and the areas below the BFE must remain free of obstruction or be constructed with non-supporting breakaway walls, open latticework, or insect screening. All accessory structures are to be located so as not to cause damage to adjacent and nearby structures.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.337. - Standards for subdivision proposals.

- (1) All subdivision proposals, including manufactured home parks and subdivisions, shall comply with sections 3.316, 3.317, and 3.318 of this article.
- (2) All proposals for the development of subdivisions, including manufactured home parks and subdivisions, shall meet floodplain development permit requirements of section 3.304, section 3.327, and the provisions of this article.
- (3) Base flood elevation and 500-year floodplain elevation data shall be provided for subdivision proposals and other proposed development, including manufactured home parks and subdivisions, which is greater than fifty (50) lots or five (5) acres, whichever is less, if not otherwise provided pursuant to section 3.303 or section 3.326(1)(h) of this article.
- (4) All subdivision proposals, including manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.
- (5) All subdivision proposals, including manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.338. - Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard established in section 3.303 are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of residential structures shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified).
- (2) All new construction and substantial improvements of nonresidential structures shall:
  - (a) Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified); or
  - (b) Together with attendant utility and sanitary facilities, be designed so that below the base flood depth in an AO zone or below the base flood elevation in an AH zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
- (3) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in section 3.327(a)(1), are satisfied.
- (4) Within zone AH or AO, adequate drainage paths shall be provided around structures on slopes, to guide flood waters around and away from proposed structures.

(Ordinance 697, adopted March 18, 2014, Section 1)

Sec. 3.339. - Floodways.

Floodways located within areas of special flood hazard established in section 3.303 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris, potential projectiles, and erosion potential, the following provisions shall apply:

- (1) Encroachments, including fill, new construction, substantial improvements, and other development, shall be prohibited within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the proposed encroachment would not result in any increase in flood levels within the city or adjacent areas during the occurrence of the base flood discharge.
- (2) If subsection (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this article.
- (3) Under the provisions of 44 CFR 65.12 of the National Flood Insurance Program regulations, the city may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided the city first applies for a conditional FIRM and floodway revision through FEMA.

(Ordinance 697, adopted March 18, 2014, Section 1)

#### Chapter 9 - SUBDIVISIONS

ARTICLE 9.100. - SUBDIVISION REGULATIONS[1]

#### Footnotes:

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**Editor's note**— Ord. No. 729, Section 1 (App. A), adopted June 28, 2016, amended Art. 9.100 in its entirety to read as herein set out. Former Art. 9.100, §§ 9.101—9.119, pertained to similar subject matter. For prior history, see Appendix B: Ordinance Disposition Table.

State Law reference— Regulation of subdivision and property development, V.T.C.A., Local Government Code, Chapter 212; extraterritorial jurisdiction of municipalities in counties that regulate subdivisions, V.T.C.A., Local Government Code, Sec. 242.001; extension of subdivision rules to extraterritorial jurisdiction, V.T.C.A., Local Government Code, Sec. 212.003; recording of plats, V.T.C.A., Property Code, Sec. 12.002.

Sec. 9.101. - Compliance Required, Purpose.

Compliance with this chapter is required prior to approval of plats or acceptance of any public dedications. This chapter is adopted to provide for the clear recordation of ownership of land, requirements for subdivision plats and public improvements, it applies to any new subdivision, resubdivision or merger of lots. The regulations are intended to:

- Preserve and protect the public health, safety, and general welfare, and to preserve and protect property values and the quality of life within the city limits;
- (2) Ensure that adequate public facilities and services are available concurrently with development and there is sufficient capacity to serve the proposed development;
- (3) Guide public and private policy and action to provide adequate and efficient transportation, water, sewer, and other public requirements and facilities; and
- (4) Establish reasonable standards of infrastructure design and procedures for land development to further the orderly layout and use of land, and to ensure proper legal descriptions and monumenting of land within the city.

(Ordinance 729, adopted 6/28/16, Section 1 (App. A))

Sec. 9.102. - Plat Required; Exemptions.

- (a) An owner of any tract of land within the city limits of Hilshire Village, who divides the tract into two (2) or more parts for the purpose of laying out any subdivision or creating lots for building or development, shall cause a plat to be made, and submitted to the city for review and approval and filing in accordance with this chapter. A plat shall accurately describe all of the tract by metes and bounds, and locate the tract with respect to an original corner of the original survey of which it is a part, giving dimensions the proposed subdivision, and the dimensions of all streets, alleys, squares, parks, or other portions intended to be dedicated to public use or for the use of the purchasers or owners of lots.
- (b) A subdivision of land into parcels of not less than five (5) acres each and not involving new streets and/or utilities shall be exempt from this chapter.

(Ordinance 729, adopted 6/28/16, Section 1 (App. A))

Sec. 9.103. - Rules, Regulations and Requirements Subject to Change.

The rules, regulations and requirements governing the subdivision of land are subject to change, amendment or alteration, when the city council, in its judgment, deems changes to be in the best interest of the public after taking into account comments from citizens and other interested parties at a public hearing

(Ordinance 729, adopted 6/28/16, Section 1 (App. A))

Sec. 9.104. - Application for Plat Approval.

- (a) An application for a plat, must be executed by the applicant, to comply with the provisions of this article.
- (b) Upon the recommendation of the city engineer, an applicant may be allowed to submit a subdivision plat application in two phases: A preliminary plat, for the purpose of obtaining approval of a development concept prior to undertaking all detailed engineering and surveying requirements, and containing the information deemed necessary for such preliminary determination by the city engineer. A final plat, containing all information required by this chapter and necessary for recording in Harris County Records. Both the preliminary and the final plat must be approved by a vote of the city council.
- (c) A plat and engineering/construction plans of the proposed subdivision or re-subdivision, containing the information specified in this chapter must be submitted to the city administrator, along with the following information:
  - (1) The line and grades of proposed streets, sanitary sewers, water lines, storm sewers, drainage ditches, drainage easements, utility easements, aerial easements, and the course and location of the existing pipelines or pipeline easements. These plans shall be drawn to conform with the requirements adopted by the city.
  - (2) The proposed location of sewerage disposal facilities.
  - (3) The source of water supply.
  - (4) Monumentation and other requirements listed in Chapter 212 of the Texas Local Government Code, and as established by the city engineer.
  - (5) A certificate of each tax collector of a political subdivision in which the property is located must accompany the plat application, showing all taxes owing to the state, county, school district, city, and any other political subdivision have been paid in full.
  - (6) A certificate from an abstractor, or written opinion from the attorney of the developer, must be attached, showing ownership of property and liens against the same.
  - (7) Payment of application fee.
  - (8) Location of storm drainage outfall or discharge.

(Ordinance 729, adopted 6/28/16, Section 1 (App. A))

Sec. 9.105. - Duties of City Engineer.

(a) When a complete application is submitted, the city administrator will forward all documents to the city engineer who will review the construction drawings and specifications submitted and will inspect the site of the subdivision to insure that the plans and plat are in conformance with sound engineering practices. No construction shall commence until said drawings and specifications are approved in writing by the city engineer.

- (b) During the course of the construction of the subdivision, the city engineer shall make periodic inspections of the site to insure that construction is in accordance with the said plans and specifications as approved.
- (c) If the city engineer needs outside assistance in performing his duties under this article, he shall present a summary of the assistance required with an estimate of the cost to the city council for approval.

(Ordinance 729, adopted 6/28/16, Section 1 (App. A))

Sec. 9.106. - Duty to Follow Plans as Presented.

It shall be the duty of the developer or his engineers to ensure that the layout of streets, improvements, and lots, and the construction of all improvements subject to inspection by the city engineer, follow the plans as presented with the approved final subdivision plat.

(Ordinance 729, adopted 6/28/16, Section 1 (App. A))

Sec. 9.107. - Bond Requirement for Construction and Maintenance.

All public improvements, streets, roads or other infrastructure to serve the planned uses shall be installed at the developer's expense. The developer is required to secure and provide to the city a performance bond in the amount of the total costs of improvements, and a maintenance bond to maintain and repair all public improvements, streets, roads, or other infrastructure for a period of one (1) year.

Following map or plat approval, and simultaneously with the submittal of construction plans for improvements, the developer will furnish to the city engineer cost estimates for completion of all streets, roads, and other public improvements. Upon review and acceptance by the city engineer of the estimates, prior to the approval of construction plans, the developer will furnish the city with a signed copy of performance and maintenance bonds for infrastructure dedicated to the public, executed by a surety company authorized to do business in Texas, with an agency or home office in Harris County, Texas, together with a copy of the contract upon which the bond is written. The surety company shall have a minimum A.M. Best Rating of A+.

(Ordinance 729, adopted 6/28/16, Section 1 (App. A))

Sec. 9.108. - City Council Approval of Plat or Re-plat.

- (a) A plat or re-plat must be approved by the city council before it may be recorded with the county clerk. Any person desiring to have a plat or re-plat approved shall apply therefor to and file a copy with the city council, which shall act upon the same within seventy-five (75) days from this filing date. If the plat or re-plat is approved, the city council shall indicate this finding by certificate endorsed thereon, signed by the mayor of the city and attested to by the city secretary. The city council shall keep a record of denied applications and the action taken thereupon and upon demand shall certify its reasons for the action taken in the matter.
- (b) The approval of any plat or re-plat shall not be deemed an acceptance of the proposed dedication, and shall not impose any duty upon the city concerning the maintenance or improvement of any dedicated parts until the proper authorities of the city shall make actual appropriation of the same by entry, use or improvement.
- (c) If any plat or re-plat is disapproved by the city council, it is also a refusal by the city of the offered dedication shown thereon.
- (d) Upon request of a person submitting a subdivision plat or re-plat, and after receiving the recommendation of its city engineer, the city fire marshal, and other entities as may be appropriate,

the council may vary or modify the technical construction requirements or right-of-way widths, after finding that the variation or modification will protect the public health safety and welfare as well or better than the standards contained in this chapter.

(Ordinance 729, adopted 6/28/16, Section 1 (App. A))

Sec. 9.109. - Requirements for the Subdivision and Re-Subdivision of Land.

- (a) No Private Streets. Private streets are prohibited.
- (b) Lots Size and Dimensions. Each platted tract in a subdivision must conform to the lot size, dimensions, and setback requirements of the district in which it is located. If the tract overlaps two (2) or more districts, the requirements of the most restrictive district will apply.
- (c) Streets. All streets shall have a minimum right of way width of thirty (30) feet. The roadway must contain a paved surface of at least twenty-eight (28) feet of reinforced concrete paving with integrated concrete curbs and gutters, or an open ditch roadway with a paved surface of at least twenty (20) feet in width. Either of these options must meet all specifications required by any ordinance of the city, and any requirements of the city engineer.
- (d) Cul-de-sac Streets. All local streets that do not have an outlet, i.e., dead end streets, shall have paved circular turnarounds at the ends, of at least eighty feet in diameter. The maximum length of any cul-de-sac local street shall not exceed five hundred fifty (550) feet, measured along the centerline of the street plus the radius of the cul-de-sac.
- (e) Off-Street Parking. All lots shall provide a minimum of two (2) off street parking spaces, nine (9) by twenty (20) feet each, in addition to a two-car private garage.
- (f) Easements. Parallel ten-foot utility easements shall be required on both sides of any street unless the city engineer determines that existing easements are sufficient and that a narrower easement will be sufficient for the use of utilities. If reasonably required by any utility, an adequate aerial easement shall also be provided.
- (g) Drainage. Drainage easements shall be dedicated in the locations required by the city engineer. All subdivisions and re-subdivisionsnew development shall provide adequate storm drainage in accordance with all city and county drainage requirements. At a minimum, all new development greater than one acre shall be designed such that: 1) localized conveyance systems (storm sewer systems and roadside ditches) and detention basins shall be designed utilizing Atlas 14 rainfall can refer to Harris County or City of Houston rainfall calculations); 2) the minimum detention storage rate shall be 0.55 acre-feet per acre; and 3) hydrograph timing shall not be used as a substitution for detention.
- (h) Water and Sanitary Systems and/or Storm Sewer Systems. Adequate water and sewer systems shall be designated and constructed at the sub-divider's expense to serve all land, in accordance with the requirements of the city engineer.
- (i) Fire Hydrants. All water systems shall have fire hydrants located and installed to meet all requirements of the National Fire Code and the city fire department pertaining to fire hydrant installation and type, and not more than five hundred feet from any lot.
- (j) Street Lights. The subdivision plan must include street lights that are consistent with all City of Hilshire Village requirements that are in force at the time of the application.

(Ordinance 729, adopted 6/28/16, Section 1 (App. A))

Sec. 9.110. - Pavement Requirements for Streets and Roads.

Commented [A1]: Recommendation

Any streets, roads, and drainage in the re-plat must meet the specifications for pavement in force at the time of the re-plat application. All curve data shall be shown on plats.

(Ordinance 729, adopted 6/28/16, Section 1 (App. A))

Sec. 9.111. - Requirements for Storm Drainage on Road with Open Ditches.

- (a) Minimum grade for open ditches shall be 0.10%.
- (b) Ditches shall handle a minimum two-year City of Houston storm event frequency.
- (c) Side slopes of ditch shall not be steeper than 2(H) to 1 (V).
- (d) Road side ditches shall not exceed four (4) feet in depth.
- (e) Culverts:
  - (1) Designed to carry ditch discharge and not less than eighteen-inch diameter pipe; or
  - (2) In the event the minimum eighteen-inch diameter culvert cannot be installed due to the existing physical constraints in the area, the city may consider and grant a variance to implement an alternative solution to the problem, upon review and recommendation by the city engineer, if the drainage in the area will not be adversely affected.
- (f) Outfalls from ditches into natural drainage ways shall enter at the grade of the natural drainage channel. If necessary, drop type outfall structures shall be used to prevent erosion.
- (g) If the developer proposes to construct major structures, such as box culverts or bridges, across drainage channels, those structures shall conform to plans and specifications of the city engineer.

(Ordinance 729, adopted 6/28/16, Section 1 (App. A))

Sec. 9.112. - Inspection.

- (a) To insure conformance with the final subdivision plat and plans as approved by the city council, the city engineer or his representatives will inspect the subdivision during the construction and after construction is completed.
- (b) The city engineer will report his findings and note variations from the plans and make recommendations and require actions that will insure compliance with the submitted plans. If the developer fails to follow these recommendations, the subdivision will not be accepted by the city.
- (c) At the expiration of a minimum of one (1) year following original approval of the subdivision by city council, the developer will notify the city council by letter that construction of improvements in the subdivision has been completed in accordance with the plans and specifications previously submitted to the city council, and that these improvements have been maintained at his expense for a period of one (1) year following the completion of the construction of the roads, streets and drainage facilities. The letter shall further formally request that the city accept for maintenance the roads, streets and drainage facilities with the subdivision or re-subdivision.
- (d) Final inspection will be made, and recommendation by the city engineer will be submitted to the city council to accept or reject subdivision or re-subdivision for maintenance of streets, roads and drainage facilities.
- (e) The city council will act to accept or reject the roads, streets and drainage facilities for maintenance; and release the bond referred to above.

(Ordinance 729, adopted 6/28/16, Section 1 (App. A))

Sec. 9.113. - Developer to Pay all Contract Service Costs and Other Related Costs.

- (a) The developer shall pay all contract service costs and other related costs incurred by the city during the review and approval process associated with the subdivision of property. These costs shall include all engineering costs, legal fees, building official costs, publication costs, and any other actual related expenses incurred by the city.
- (b) At the conclusion of the city's review and approval process for each subdivision, all city contractors required to review documents for the plat process shall present a bill to the city council based on the usual rates for providing contracted services.
- (c) Upon approval by the city council, the bill will be forwarded to the developer for payment.
- (d) The developer shall make one total payment to the city for all combined city contractor service costs and other related costs incurred by the city during the review and approval process. Payments are due within thirty (30) days from the date that the bill is presented to the developer.

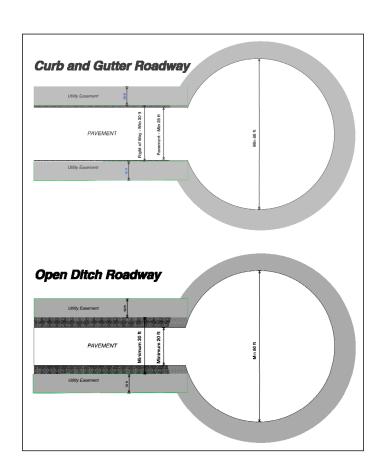
(Ordinance 729, adopted 6/28/16, Section 1 (App. A))

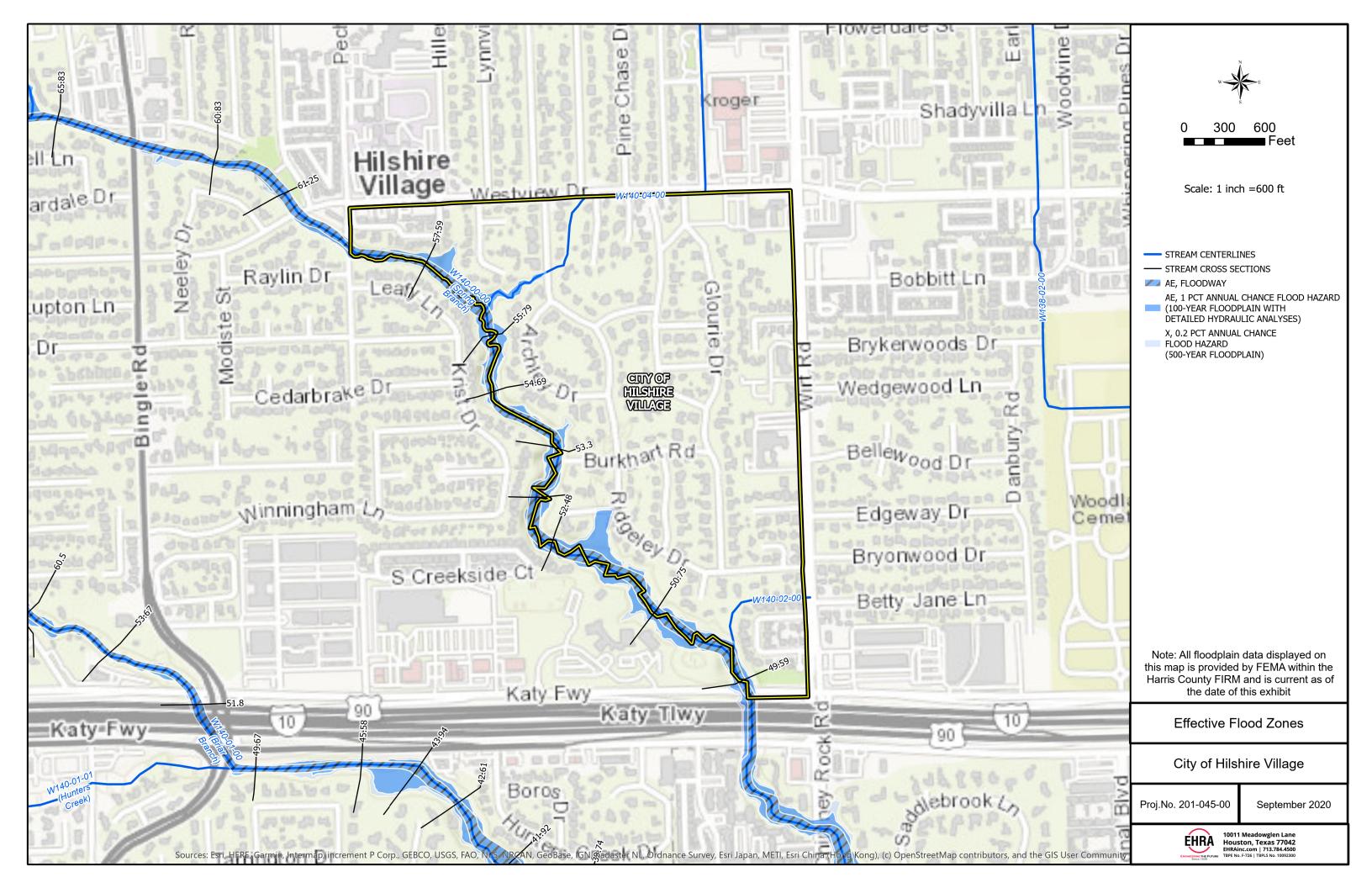
Sec. 9.114. - Discrepancies in Plans to Constitute Bond Forfeiture.

Any discrepancies found between construction and plans and specifications of same shall be promptly corrected by the developers. In the event of failure to promptly correct, the developer shall forfeit the amount of his performance bond to the extent required to correct the discrepancies.

(Ordinance 729, adopted 6/28/16, Section 1 (App. A))

ROADWAY TYPES AND MINIMUM DISTANCES. CUL-DE-SACS HAVE A MINIMUM DIAMETER OF 80 FEET. EITHER ROADWAY OPTION REQUIRES A RIGHT OF WAY (ROW) OF A MINIMUM OF 30 FEET.





# **ORDINANCE NUMBER 803-2020**

AN ORDINANCE OF THE CITY OF HILSHIRE VILLAGE, TEXAS, AMENDING CHAPTER 3, ARTICLE 300, FLOOD PREVENTION DAMAGE, AND CHAPTER 9, SUBDIVISIONS, OF ITS CODE OF ORDINANCES TO AMEND ITS STANDARDS FOR DESIGN AND CONSTRUCTION OF STORM WATER CONVEYANCE AND DETENTION SYSTEMS, TO REQUIRE STORM WATER DETENTION FOR CERTAIN PROJECTS, AND TO PROHIBIT CERTAIN DEVELOPMENT WITHIN THE 500 YEAR PLAIN; PROVIDING A PENALTY OF UP TO \$2,000.00 PER VIOLATION PER DAY; AND MAKING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Harris County Flood Control District, the Harris County Engineer, and the Harris County Commissioner's Court has requested that communities in Harris County: 1) use Atlas 14 rainfall rates for sizing storm water conveyance and detention systems, 2) require a minimum detention rate of 1.55 acre feet per acre detention for any new non-single family residential development on tracts one acre or larger; 3) use hydrograph timing as a substitution for detention on development projects; 4) require no net fill in the current mapped 500-year floodplain; and 5) required the minimum finished floor elevation of new habitable structures be established at or waterproofed to the 500-year floodplain elevation in order to assist the County in flood control; and

WHEREAS, the City Council of the City of Hilshire Village, Texas, finds that the measures requested are reasonable and prudent;

Now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HILSHIRE VILLAGE, TEXAS, THAT:

SECTION 1: Chapter 3, Article 3.300, Section 3.301, of the Code of Ordinances, City of Hilshire Village, Texas, is hereby amended, by adding definitions, to be placed in alphabetical order, of "area of moderate flood hazard", "five-hundred-year floodplain elevation", and "moderate flood hazard area", to read as follows:

"Area of moderate flood hazard shall mean the land between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. They are shown on flood maps as zones labeled with the letters B or X (shaded).

Five-hundred (500) year floodplain elevation shall mean the elevation of surface water resulting from a flood that has a 0.2-percent chance of equaling or exceeding that level in any given year. The 500-year floodplain elevation is shown on the flood insurance rate map for zones B and X (shaded).

Moderate flood hazard area. See area of moderate flood hazard."

SECTION 2: Chapter 3, Article 3.300, Sections 3.302 through 3.304 of the Code of Ordinances, City of Hilshire Village, Texas, are amended to read as follows:

"Sec. 3.302. - Lands to which this article applies.

This article shall apply to all areas of special flood hazard and moderate flood hazard area within the jurisdiction of the city.

Sec. 3.303. - Basis for establishing the areas of special flood hazard and moderate flood hazard.

The areas of special flood hazard and moderate flood hazard identified by the Federal Emergency Management Agency (FEMA) in a scientific and engineering report entitled "Flood Insurance Study—Harris, County, Texas and Incorporated Areas" dated June 9, 2014, with accompanying flood insurance rate maps and flood boundary-floodway maps (FIRMs and FBFMs) and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

Sec. 3.304. - Establishment of development permit.

It shall be unlawful for any person to commence new construction, substantial improvements, or any other development within an area of special flood hazard and/or moderate flood hazard within the jurisdiction of the city without having first received a development permit therefor issued in accordance with this article, to ensure conformance with the provisions of this article."

SECTION 3. Chapter 3, Article 3.300, Subsections 3.328(6) and 3.28(11) of the Code of Ordinances, City of Hilshire Village, Texas, are amended to read as follows:

- "(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level or 500-year floodplain elevation, provided the relevant factors in section 26-134(b) of this article have been fully considered. As the lot site increases beyond the one-half acre, the technical justification required for issuing the variance shall be increased proportionately.
- 11) Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in subsections (1) through (11) above are met; and (ii) the structure or other development is protected by methods that minimize flood damage during the base flood and/or the 500-year flood and creates no additional threats to public safety."

SECTION 4. Chapter 3, Article 3.300, Sections 3.335 through 3.337 of the Code Ordinances of the City of Hilshire Villager are amended to read as follows:

#### "Sec. 3.335. - General standards.

In all areas of special flood hazard <u>and moderate flood hazard</u>, the following provisions shall be required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (6) All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwater; and
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- (8) Compensating floodplain mitigation will be required for any fill placed below the base flood elevation and/or 500-year floodplain elevation for any new construction or substantial improvements.

#### Sec. 3.336. - Specific standards.

In all areas of special flood hazard and moderate flood hazard where base flood elevation and 500-year floodplain elevation data has been provided as set forth in section 3.303, section 3.326(1)(h), or section 3.337(3), the following provisions are required:

(1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to one (1) foot above the base flood elevation or at or above the 500-year floodplain elevation, whichever is higher. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in section 3.327(a)(1) above is satisfied.

- (2) Nonresidential construction. New construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement) elevated to one (1) foot above the base flood elevation or at or above the 500-year floodplain elevation, whichever is higher or, together with attendant utility and sanitary facilities, be designed so that below the 500-year floodplain elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification that includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.
- (3) Enclosures. New construction or substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect and meet or exceed the following minimum criteria:
  - (a) A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided;
  - (b) The bottom of all openings shall be no higher than one (1) foot above grade; and
  - (c) Openings shall not be equipped with screens, louvers, valves, or other coverings or devices unless that they permit the automatic entry and exit of floodwaters.
- (4) *Manufactured homes*.
  - (a) All manufactured homes to be placed within zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes shall be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, the use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
  - (b) Manufactured homes that are placed or substantially improved within zones A1-30, AH, and X (shaded) on the community's FIRM on sites:
    - 1. Outside of a manufactured home park or subdivision;
    - 2. In a new manufactured home park or subdivision;
    - 3. In an expansion to an existing manufactured home park or subdivision; or

- 4. In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation or to or above the 500-year floodplain elevation, whichever is higher, and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (c) Manufactured homes placed or substantially improved on sites within an existing manufactured home park or subdivision within zones A1-30, AH, AE, and X (shaded) on the community's FIRM that are not subject to the provisions of subsection (4) b.4 of this section shall be elevated so that either:
  - 1. The lowest floor of the manufactured home is at or above the base flood elevation or at or above the 500-year floodplain elevation, whichever is higher; or
  - 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (5) Recreational vehicles. Recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM shall either:
  - (a) Be on the site for fewer than one hundred eighty (180) consecutive days;
  - (b) Be fully licensed and ready for highway use; or
  - (c) Meet the permit requirements of section 3.327 hereof and the elevation and anchoring requirements for manufactured homes in subsection (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.
- (6) *Accessory structures*. The construction of such structure must satisfy the following standards in unnumbered and numbered A zones:
  - (a) Structure is low valued and represents a minimal investment.
  - (b) Structure shall be small in size, not exceed six hundred (600) square feet in size.
  - (c) Structure shall be unfurnished on the interior.
  - (d) Structure can be used only for parking and limited storage.
  - (e) Structure shall not be used for human habitation (including work, sleeping, living, cooking, or restroom areas).
  - (f) Service facilities such as electrical and heating equipment must be elevated to or above the BFE or floodproofed.
  - (g) Structure is constructed and place on building site so as to offer the minimum resistance to the flow of floodwaters.

- (h) Structure is designed to have low flood damage potential, i.e., constructed with flood resistance materials.
- (i) Structure is firmly anchored to prevent flotation, collapse, and lateral movement.
- (j) Floodway requirements must be met in the construction of the structure.
- (k) Openings to relieve hydrostatic pressure during a flood shall be provided below the BFE.

No accessory structures are allowed in V zones except for "disposable" sheds. If constructed, fill cannot be used for structural support and the areas below the BFE must remain free of obstruction or be constructed with non-supporting breakaway walls, open latticework, or insect screening. All accessory structures are to be located so as not to cause damage to adjacent and nearby structures.

Sec. 3.337. - Standards for subdivision proposals.

- (1) All subdivision proposals, including manufactured home parks and subdivisions, shall comply with sections 3.316, 3.317, and 3.318 of this article.
- (2) All proposals for the development of subdivisions, including manufactured home parks and subdivisions, shall meet floodplain development permit requirements of section 3.304, section 3.327, and the provisions of this article.
- (3) Base flood elevation and 500-year floodplain elevation data shall be provided for subdivision proposals and other proposed development, including manufactured home parks and subdivisions, which is greater than fifty (50) lots or five (5) acres, whichever is less, if not otherwise provided pursuant to section 3.303 or section 3.326(1)(h) of this article.
- (4) All subdivision proposals, including manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.
- (5) All subdivision proposals, including manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.

SECTION 5: Chapter 9, Article 9.100, Subsection 9.109(g) of the Code of Ordinances of the City of Hilshire Village, Texas, is amended to read as follows:

Sec. 9.109. Requirements for the Subdivision and Re-Subdivision of Land.

"(g) Drainage. Drainage easements shall be dedicated in the locations required by the city engineer. All subdivisions, re-subdivisions and new development shall provide adequate storm drainage in accordance with all city and county drainage requirements. At a minimum, all new development greater than one acre shall be designed such that: 1) localized conveyance systems (storm sewer systems and roadside ditches) and detention basins shall be designed utilizing Atlas 14 rainfall (can refer to Harris County or City of Houston rainfall calculations); 2) the minimum detention storage rate shall be 0.55 acre-feet per acre; and 3) hydrograph timing shall not be used as a substitution for detention."

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

SECTION 7. Repeal. All other ordinances or parts of ordinances in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed.

SECTION 8. Notice, Penalty and Effective Date. The City Secretary is directed to give notice of the enactment of this ordinance as provided by Section 52.011 of the Texas Local Government Code. Upon publication, any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00 as provided in Section 1.106.

PASSED, APPROVED, AND AD	OOPTED this day of, 2020.
ATTEST:	Russell Herron, Mayor
Susan Blevins, City Secretary	

4.1	Discussion and possible action to authorize City Staff to select a contractor to
	construct/install the water and sanitary sewer services for 1330 Glourie Drive and
	three (3) nearby/adjacent empty lots for a Not to Exceed amount of \$50,000. (City
	Engineer Him)8

# No documentation

### **RESOLUTION # 2020-207**

A RESOLUTION OF THE CITY OF HILSHIRE VILLAGE, TEXAS REPLACING THE DESIGNATED COUNCIL MEMBER AS THE CITY OF HILSHIRE VILLAGE'S SIGNATORY FOR THE FINANCIAL INSTITUTIONS TO BE COUNCIL MEMBER MIKE GORDY

**BE IT RESOLVED**, by the Mayor and City Council of the City of Hilshire Village, Texas, that Council Member Mike Gordy replace Council Member Robert Swanson as a Bank Signatory.

**PASSED AND ADOPTED** by the City Council of the City of Hilshire Village, the <u>20<sup>th</sup></u> of <u>October 2020</u>.

	Russell Herron, Mayor
EST:	



Susan Blevins, City Secretary

### ORDINANCE NO. 792-2019

AN ORDINANCE AMENDING CHAPTER 10, TRAFFIC REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF HILSHIRE VILLAGE, TEXAS, BY PROHIBITING STREET PARKING FROM 1:00 A.M. UNTIL 5:00 A.M. WITHOUT A PARKING PERMIT; PROVIDING FOR PARKING PERMITS; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200.00 FOR VIOLATION OF ANY PROVISION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH, AND PROVIDING FOR SEVERABILITY.

WHEREAS, Texas Transportation Code Section 542.201 authorizes the City to enact and enforce rules regulating traffic that do not conflict with Texas's Rules of the Road; and

WHEREAS, the City has previously adopted traffic regulations applicable within the City; and

**WHEREAS**, the City Council hereby finds and determines that the regulations and amendments set forth herein are in the best interest of the public and are adopted in furtherance of the public health, safety, morals, and general welfare.

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

<u>Section 1.</u> Chapter 10, Traffic Regulations, of the Code of Ordinances of the City of Hilshire Village, Texas, is hereby amended by amending Section 10.601, Regulations Generally, to read as follows:

## Sec. 10.601. Regulations Generally.

- (a) No person shall stop, park, or leave standing any unattended vehicle upon the paved part of any street in the City so as to impede the reasonable flow of traffic or passage of emergency vehicles.
- (b) No person shall stop, park, or leave standing any unattended vehicle in a manner that impedes the ingress or egress of a public or private driveway.
- (c) Vehicles may not be parked on the street from 1:00 am until 5:00 am without a valid parking permit issued by the City.

<u>Section 2.</u> Chapter 10, Traffic Regulations, of the Code of Ordinances of the City of Hilshire Village, Texas, is hereby further amended by amending Section 10.607, Further Restrictions on Vehicle Parking, and adding Section 10.608, Temporary Parking Permit; Fees, to read as follows:

## Sec. 10.607. - Further Restrictions on Vehicle Parking.

(a) Number restriction. Not more than five (5) vehicles shall be parked overnight on any residential lot so as to be visible to public view. One (1) of such vehicles may be a dual wheel truck with single rear axle, and one of such vehicles may have visible commercial advertising consistent with the city's sign regulations.

- (b) Street restriction. No occupant of any residential lot shall use any street within the city for parking vehicles that are not permitted to be parked on the occupant's lot.
- (c) Long-term parking restriction. No vehicle may be parked on the street from 1:00 am until 5:00 am unless a valid parking permit issued by the City is conspicuously displayed in the lower corner of the front windshield on the driver's side of the vehicle.

## 10.608 Temporary Parking Permit; Fees.

- (a) Upon application of a person who owns or occupies a residence abutting a public street in the City, the City Administrator may issue a temporary residential parking permit: i) in increments of 3-days, 14-days, or 30 days, which may be renewed up to three consecutive times; ii) for on street parking in designated areas, iii) for a specific vehicle registration.
- (b) The City Council may impose a fee for the temporary parking permit by resolution.
- Section 3. Any person, corporation or entity who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$200.00. Each day in which any violation shall occur, or each occurrence of any violation, shall constitute a separate offense.
- **Section 4.** All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.
- Section 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or 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 Hilshire 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 6. This ordinance shall be effective immediately upon adoption and publication of this ordinance or a caption that summarizes the purpose of this ordinance and the penalty for violating this ordinance in every issue of the official newspaper for two days, or one issue of the newspaper if the official newspaper is a weekly paper, in accordance with Section 52.011 of the Texas Local Government Code.

# PASSED, APPROVED, AND ADOPTED this 17th day of December, 2019.

Russell Herron, Mayor

ATTEST:

Susan Blevins, City Secretary

## **ORDINANCE NO. 773-2019**

AN ORDINANCE AMENDING CHAPTER 7, OFFENSES AND NUISANCES, OF THE CODE OF ORDINANCES OF THE CITY OF HILSHIRE VILLAGE, TEXAS BY ADOPTING A NEW ARTICLE NO. 7.900, PORTABLE STORAGE CONTAINERS; PROHIBITING THE USE OF PORTABLE STORAGE CONTAINERS EXCEPT UNDER CERTAIN CONDITIONS; PROVIDING FOR ISSUANCE OF PERMITS; PROVIDING FOR SEVERABILITY AND REPEAL; PROVIDING FOR NOTICE, PENALTY AND EFFECTIVE DATE.

WHEREAS, the zoning committee has presented its written recommendations to City Council recommending that the City prohibit the use of portable storage containers except under certain conditions; and

**WHEREAS,** the City Council of the City of Hilshire Village desires to amend its Code of Ordinances to implement the changes recommended by the committee;

## NOW THEREFORE,

# BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HILSHIRE VILLAGE, TEXAS, THAT:

- **Section 1:** Findings. The facts and matters set forth in the preamble of this Ordinance are found to be true and correct and are hereby adopted, ratified, and confirmed.
- **Section 2:** Portable Storage Containers Code Amended. The Code of Ordinances of the City of Hilshire Village, Texas is amended by the adoption of a new Article 7.900, Portable Storage Containers, under Chapter 7, Offenses and Nuisances, that shall read as follows:

## "ARTICLE 7.900. - PORTABLE STORAGE CONTAINERS.

<u>Sec. 7.901. Definition - Portable Storage Container.</u> Portable storage container means a transportable storage container designed or used primarily for storage

## Sec. 7.902. Portable Storage Container Use for Storage Prohibited; Exceptions.

- (a) A person commits an offense if the person parks, leaves standing, or stores, or permits another person to park, leave standing or store, a portable storage container within the City.
- (b) It is an affirmative defense to an offense under this section that 1) the portable storage container was located completely on an improved driveway on a residential lot; and 2) the portable storage container was not stored for more than 7 days within a thirty-day period or the person had a permit issued pursuant to Section 7.903.

## Sec. 7.903. City Permit.

In the event of special circumstances, such as but not limited to a natural disaster, the city administrator with the concurrence of the mayor may issue a permit for the use of a portable storage container for a period not to exceed 30 days.

- **Section 3. Severability.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Hilshire Village declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional or whether there be one or more parts.
- **Section 4.** Repeal. All other ordinances or parts of ordinances in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed.
- **Section 5. Notice, Penalty and Effective Date.** The City Secretary is directed to give notice of the enactment of this ordinance as provided by Section 52.011 of the Texas Local Government Code. Upon publication, any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00 as provided in Section 1.106.

PASSED, APPROVED, AND ADOPTED this 19th day of March, 2019.

Russell Herron, Mayor

ATTEST:

Susan Blevins, City Secretary

## INTERLOCAL GRANT AGREEMENT AND CORONAVIRUS RELEIF FUND (CRF) SMALL CITIES TERMS AND CONDITIONS

THE STATE OF TEXAS **§ § §** 

**COUNTY OF HARRIS** 

This Interlocal Agreement (the "Agreement") is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas ("County"), acting by and through its governing body the Harris County Commissioners Court, and Hilshire Village ("City" or "grantee" or "subrecipient"), pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§ 791.001 – 791.030. Harris County and City are referred to herein collectively as the "Parties" and individually as a "Party."

Harris County will reimburse the City for necessary eligible expenditures incurred due to the public health emergency with respect to COVID-19 for a not to exceed amount of \$45,045.00 as evidenced in the Notice of Subrecipient Grant Award, approved by Harris County Commissioners Court on July 14, 2020, attached hereto as Exhibit A and incorporated herein by reference. The Parties agree that the amount specified in Exhibit A is just and fair compensation for expenses incurred due to the COVID-19 public health emergency. The Parties agree that a public purpose will be served by using the grant funds to reimburse local municipalities for necessary eligible expenditures incurred due to the public health emergency with respect to COVID-19. Harris County agrees that all funds used to pay for the obligations of this Grant Agreement will be taken from current fiscal funds.

#### About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.; Chapter 783 of the Texas Government Code; and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in

the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

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#### **EXHIBITS FOLLOW**

## 1 Grant Agreement Requirements and Conditions

## 1.1 Applicability of Grant Agreement and Provisions

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

## 1.2 Legal Authority to Apply

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

## 1.3 Grant Acceptance

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by Harris County.

#### 1.4 Project Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. All expenditures must be incurred, and all services must be received within the performance period. Harris County will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

#### 1.5 General Responsibility

Per the CARES Act, CRF grant funds may only be used to cover expenses that -

- 1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
- 2. were not accounted for in the budget most recently approved as of March 27, 2020 for the government; and
- 3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

- 1. Medical expenses,
- 2. Public health expenses,
- 3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
- 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
- 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
- 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf

## https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form, which is attached hereto as Exhibit B and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with Harris County administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

## 1.6 Amendments and Changes to the Grant Agreement

Harris County and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. Harris County and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of Harris County is void unless a written amendment to this Grant Agreement is first executed and documented. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of Harris County in excess of the "Allocation Ceiling" as set forth in the Notice of Subrecipient Grant Award.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

#### 1.7 Jurisdictional Cooperation

Notwithstanding anything to the contrary, Harris County may, in its sole discretion, deny reimbursement for any expenses representing a transfer of funds from grantee to another political subdivision or agency unless a written request for such reimbursement is approved by Harris County in advance.

#### 1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that Harris County and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that Harris County will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to Harris County, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from

disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to Harris County. The grantee will cooperate with Harris County in the production of documents or information responsive to a request for information.

## 1.9 Remedies for Non-Compliance

If Harris County determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, a notice of award, or any other applicable requirement, Harris County, in its sole discretion may take actions including:

- 1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by Harris County;
- 2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
- 3. Disallowing claims for reimbursement;
- 4. Wholly or partially suspending or terminating this grant;
- 5. Requiring return or offset of previous reimbursements;
- 6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by Harris County until repayment to Harris County is made and any other compliance or audit finding is satisfactorily resolved;
- 7. Reducing the grant award maximum liability of Harris County;
- 8. Terminating this Grant Agreement;
- 9. Imposing a corrective action plan;
- 10. Withholding further awards; or
- 11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless Harris County expressly authorizes them in the notice of suspension or termination or subsequently.

Harris County, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

#### 1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then Harris County may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to Harris County under this grant agreement and applicable law. False statements or claims made in connection with Harris County grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

#### 1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of grantee's organization or Harris County, nor any employee, or person, whose salary is payable in whole or in part by a member of grantee organization or Harris County, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

#### 1.12 Fraud, Waste, and Abuse

The grantee understands that Harris County does not tolerate any type of fraud, waste, or misuse of funds received from Harris County. Harris County's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, Harris County policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from Harris County that is made against the grantee, the grantee is required to immediately notify Harris County of said allegation or finding and to continue to inform Harris County of the status of any such on-going investigations. The grantee must also promptly refer to Harris County any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify Harris County in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify Harris County in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to Harris County.

#### 1.13 Termination of the Agreement

Harris County may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against Harris County, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, Harris County may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

Harris County and grantee may mutually agree to terminate this Grant Agreement. Harris County in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by Harris County, grantee shall continue to be obligated to Harris County for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, Harris County's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by Harris County in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

## 1.14 Limitation of Liability

Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either Party.

The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by Harris County, its officers, employees, agents, or contractors of any privileges, rights, defenses, remedies, or immunities from suit and liability that Harris County may have by operation of law.

## 1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by Harris County, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Harris County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any Harris County-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by Harris County in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

## 1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Harris County shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to an employee.

## 1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, \_.14, which are incorporated herein for all purposes as though set forth word for word.

#### 1.18 System for Award Management (SAM) Requirements

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
- B. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government's terrorism watch list as described in Executive Order 13224.

## 1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

#### 1.20 Notice

Notice may be given to the grantee via email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee.

## 1.21 Force Majeure

Neither the grantee nor Harris County shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

#### 1.22 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

#### 1.23 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

#### 1.24 E-Verify

If applicable, by entering into this Grant Agreement, grantee will certify and ensure that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

#### 1.25 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

#### 1.26 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to Harris County and understands and agrees that Harris County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

#### 1.27 Federal Water Pollution Control Act

a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- b. Grantee agrees to report each violation to Harris County and understands and agrees that Harris County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

#### 1.28 Suspension and Debarment

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2 C.F.R. Sec. 180.995), or its affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).
- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Harris County. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to Harris County, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

#### 1.29 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### 1.30 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.

#### 1.31 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

## 2 Property and Procurement Requirements

## 2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by Harris County. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to Harris County upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or Harris County, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to Harris County at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

#### 2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

#### 2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

#### 2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

## 3 Audit and Records Requirements

## 3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), Harris County, and the State Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, Harris County, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

## 3.2 Single Audit Requirements

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at <a href="https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\_main\_02.tpl">https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\_main\_02.tpl</a>.

The grantees expending more than \$750,000 in grant funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at <a href="https://comptroller.texas.gov/purchasing/docs/ugms.pdf">https://comptroller.texas.gov/purchasing/docs/ugms.pdf</a>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

#### 3.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to Harris County a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of Harris County.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, Harris County, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by Harris County within the time period specified by Harris County and to the satisfaction of Harris County, at the sole cost of the grantee. The grantee shall provide to Harris County periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

#### 3.4 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from Harris County under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.

- 1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
- 2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- 3. Harris County may direct a grantee to retain documents for longer periods of time or to transfer certain records to Harris County or federal custody when it is determined that the records possess long term retention value.

## 4 Prohibited and Regulated Activities and Expenditures

#### 4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal or state program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

#### 4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit C. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **5 Financial Requirements**

## 5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to Harris County prior to receiving any payments..

#### 5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Reimbursement requests may be requested following full reporting to Harris County of eligible expenses incurred.

All documentation for expenditures paid during the project period must be submitted to Harris County on or before the grant liquidation date.

#### 5.3 Reimbursements

Harris County will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Harris County is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

#### 5.4 Refunds and Deductions

If Harris County determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to Harris County the amount identified by Harris County as an overpayment. The grantee shall refund any overpayment to Harris County within thirty (30) calendar days of the receipt of the notice of the overpayment from Harris County unless an alternate payment plan is specified by Harris County.

## 5.5 Recapture of Funds

The discretionary right of Harris County to terminate for convenience under Section 1.13 notwithstanding, Harris County shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by Harris County: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

#### 5.6 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to Harris County.

## 5.7 Project Close Out

Harris County will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that Harris County paid and that are not authorized to be retained by the grantee for use in other projects.

#### 5.8 Miscellaneous Provisions

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. The City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

The County is not obligated or liable to any party other than City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

HILSHIRE VILLAGE	HARRIS COUNTY
By Russell Herron  Russell Herron  Date: 9-21-20	By:  LINA HIDALGO  COUNTY JUDGE
	APPROVED AS TO FORM: VINCE RYAN COUNTY ATTORNEY
	By: Randy Keenan Assistant County Attorney C.A. File 20GEN1946

## EXHIBIT A

Notice of Subrecipient Grant Award (follows behind)



# HARRIS COUNTY, TEXAS

## BUDGET MANAGEMENT DEPARTMENT

Administration Building 1001 Preston, Suite 500 Houston, TX 77002 (713) 274-1100

## **COVID 19 Agenda Item**

			YES	NO	ABSTAIN
	4.2020	Judge Lina Hidalgo	✓		
July 14, 2020		Comm. Rodney Ellis	abla		
		Comm. Adrian Garcia	$\checkmark$		
To:	County Judge Hidalgo, and	Comm. Steve Radack	✓		
	Commissioners Ellis, Garcia, Radack, and Cagle	Comm. R. Jack Cagle	✓		
Fm:	Shain Carrizal ルメこ				
Re:	CARES Act – Establishment of the Sma	all City Assistance Progr	am		
BMD funds City A The c Comm	Assistance Program in an amount not to excermittee will continue to work with Guidenissioners Court before the CRF expiration of your for your consideration.	ke recommendations on t dation from the committee eed \$28.5 million.	he experente to estab	nditures olish the	s of the e Small
Attacl	hment				
		Presente	d to Com	mission	ers Court
			July 14	, 2020	
		Approve:	E/G		



# COVID-19 Small City Assistance Program July 10, 2020

#### **BACKGROUND**

The COVID-19 pandemic is stretching the ability of State, County, and City governments to both meet their obligations to protect their citizens and to ensure complete economic recovery and long-term resiliency. While each situation is unique, we understand that Harris County faces considerable demands resulting from this outbreak and the 34 cities it represents, and the County seeks to establish a program to provide appropriate reimbursement of Coronavirus Relief Funds (CRF) to the respective small cities.

#### **PROGRAM PURPOSE**

The COVID-19 Small City Assistance Program's purpose is to provide financial assistance for the needs of cities with <500K population.

The following are the program considerations:

**Coordination**. Need to ensure that the County's response is coordinated so that it addresses the unprecedented public health and societal impacts impacting the small cities.

**Grants Management**. Need to ensure support of the management of grant applications, eligibility verification, grant awards, management of grant and subrecipient agreements, and management of approval processes for funds requested by cities within Harris County related to the CRF.

**Eligibility**. Need to ensure expenses incurred and to be reimbursed to the small cities are captured in a manner that makes them reimbursable in accordance with U.S. Department of Treasury guidance for the Coronavirus Relief Fund

**Compliance**. Need to ensure that the County is complying with the rules and regulations that will ensure expenses are reimbursable and avoid a loss of stakeholder and community confidence.

#### **ELIGIBILITY CRITERIA**

Cities with <500K population that demonstrate need for financial assistance may qualify for assistance by meeting any of the following criteria:

Criteria Name FEMA 25%		Description	Additional Considerations	
#1	Match	Cities would submit their approved FEMA Public Assistance (PA) requests showing the 75% reimbursement requested. Harris County then provides the remaining 25% of eligible reimbursements.	pro <b>yided teal</b> elp assistance cities apply for FEMA PA	
#2	Eligible activities not covered by other funding sources	Expenses incurred by small cities that are typically not covered by FEMA or other grants, that are eligible for CRF. This includes, but is not limited to, the following activities:  - COVID dedicated payroll expenses  - Paid sick and medical leave  - Government payroll support program  - Unemployment insurance costs  - Telework capability improvement	Educate cities about these expense activities	

#3	Other COVID Related Expenses	Other related expenses not identified in Options #1 and #2 that will be evaluated by the County for duplication of benefits on a case-by-case basis	Educate cities about these expense activities
----	------------------------------------	---	---

## **ALLOCATION MAXIMUMS**

Per the chart below, \$55 per capita is used to determine a ceiling of available CRF funding per small city within Harris County. This amount is based on the criteria established by the Texas Department of Emergency Management (TDEM) for other cities and counties in Texas with <500K populations.

City	2018 Census Population Data	Allocation Ceiling
Baytown	72,879	\$4,008,345
Bellaire	18,966	\$1,043,130
Bunker Hill Village	3,982	\$219,010
Deer Park	33,931	\$1,866,205
El Lago	2,727	\$149,985
Friendswood	11,575	\$636,625
Galena Park	10,931	\$601,205
Hedwig Village	2,669	\$146,795
Hilshire Village	819	\$45,045
Humble	16,041	\$882,255
Hunters Creek Village	4,891	\$269,005
Jacinto City	10,625	\$584,375
Jersey Village	7,962	\$437,910
Katy	15,251	\$838,805
La Porte	35,423	\$1,948,265
League City	1,984	\$109,120
Missouri City	6,273	\$345,015
Morgan's Point	345	\$18,975
Nassau Bay	4,037	\$222,035
Pasadena	153,219	\$8,427,045
Pearland	5,237	\$288,035
Piney Point Village	3,449	\$189,695
Seabrook	14,291	\$786,005
Shoreacres	1,611	\$88,605
South Houston	17,583	\$967,065
Southside Place	1,881	\$103,455
Spring Valley Village	4,333	\$238,315
Stafford	309	\$16,995
Taylor Lake Village	3,625	\$199,375
The Woodlands	13,000*	\$715,000
Tomball	11,761	\$646,855
Waller	600	\$33,000
Webster	11,201	\$616,055
West University Place	15,676	\$862,180
Total	519,087	\$28,549,785

<sup>\*</sup>Estimated census data for the portion of The Woodlands included in Harris County, per The Woodlands Area Economic Development Partnership

#### **TECHNICAL ASSISTANCE**

With the purpose of helping small cities, especially those not familiar with federal funding, the small cities will be provided with technical assistance to better understand the process of successfully identifying eligible CRF activities, and guidance around other potential funding sources (ex. FEMA PA). The main components of the technical assistance will include (but is not limited to)<sup>1</sup>:

1. Conducting outreach activities to:

Inform small cities about the program
Engaging City management to actively participate in program

2. Hosting webcast and online training for:

Overall process of the County's program for small cities Eligible activities under the CRF grant and overlap with other funding sources Workflows, forms, tools, and documentation requirements for reimbursement Brief overview of other federal funding sources

3. Providing tools and templates for reimbursement requests including:

Excel based cost tracking mechanism
Checklist of eligible activities with required documentation
Frequently asked questions (FAQs)
Workflow steps for transparency

4. Providing one-on-one support including:

Questions around eligibility and/or process
Developing reimbursement requests
Understanding any rejected/returned reimbursement requests

#### AGREEMENT FOR DISTRIBUTION

To receive CRF distributions, the small city mayor or city manager must review, agree to the terms and conditions, and sign certification forms similar to those developed by TDEM. <sup>2</sup> The CRF Terms and Conditions released by TDEM addresses the grant acceptance, project period, general responsibility, amendments and changes to the grant agreement, and jurisdictional cooperation that a subrecipient must adhere to when receiving CRF distributions.

See Attachment A for framework of technical assistance

<sup>&</sup>lt;sup>2</sup> See Appendix for example of modified CARES Act Coronavirus Relief Fund Eligibility Certification from TDEM

# APPENDIX CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION<sup>3</sup>

I, Russell Herron am the Mayor of City Manager of Hilshire Village ("Municipality"), and I certify that:

- 1. I have the authority on behalf of Municipality to request grant payments from Harris County ("County") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
- 2. I understand that the County will rely on this certification as a material representation in making grant payments to the Municipality.
- 3. I acknowledge that Municipality should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
- 4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, Harris County, or designee.
- 5. I acknowledge that Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the County has an obligation and the authority to deobligate or offset any duplicated benefits.
- 6. I acknowledge and agree that Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
- 7. I acknowledge that if Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
- 8. I acknowledge that the Municipality's proposed uses of the funds provided as grant payments from the County by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
  - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. were not accounted for in the budget most recently approved as of March 27, 2020, for Municipality; and
  - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By:	Russell Herron				
Signa	ture: Russell Henon				
Title:	Moyor				
Date:	9-21-20				

<sup>&</sup>lt;sup>3</sup> Per Texas Department of Emergency Management, tdem.texas.gov, with modifications

# ATTACHMENT A TIMELINE OF TECHNICAL ASSISTANCE AND ADMINISTRATION

The following table details technical assistance and administration activities provided to the County and small cities within Harris County. All activities will be ongoing through December 30, 2020 with auditing and closeout activities continuing into 2021.

Month Activity Begins	Activity
July	<ul> <li>Outreach effort to notify small cities about the Small City Assistance Program including webcasts about the overall process</li> <li>Small cities execute certification form ahead of receiving CRF distribution from the County</li> </ul>
August	<ul> <li>Training to help cities identify expenses eligible for FEMA PA and other federal funding sources</li> <li>Providing training materials about other federal funding sources</li> <li>Assistance to apply for other federal funding</li> <li>Provide a mapped flow of documentation and requirements of the Grant Management program lifecycle to small cities to understand all necessary documentation</li> <li>Provide tools and templates for tracking costs for reimbursement</li> <li>Provide eligible cost checklists for CRF reimbursement</li> <li>Assistance to develop reimbursement requests including holding office hours to answer questions about eligibility</li> <li>Training cities about duplication of benefits, how to prevent them, and how to notify the County if any assistance that could fall into this category is received</li> </ul>
September	<ul> <li>Track the disbursement of funds, at the County level, to ensure they are being used as they were intended and in a timely fashion</li> <li>Provide access to workflows, forms, tools, and documentation requirements for reimbursement of each individual transaction</li> </ul>
October	<ul> <li>Support to understand any denied benefits and reapply, if possible</li> </ul>
November	<ul> <li>Trainings about how subrecipients can properly close out use of funds received and what documentation is required</li> </ul>
December	<ul> <li>Report on the assistance provided to small cities, the maximation of benefits realized from various federal funding sources, and measure CRF distribution utilized</li> </ul>

## EXHIBIT B

CARES Act Coronavirus Relief Fund Eligibility Certification Form (follows behind)

## CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, Russell Herron, am the Mayor or City Manager of Hilshire Village ("Municipality"), and I certify that:

- 1. I have the authority on behalf of Municipality to request grant payments from Harris County ("County") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
- 2. I understand that the County will rely on this certification as a material representation in making grant payments to the Municipality.
- 3. I acknowledge that Municipality should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
- 4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, Harris County, or designee.
- 5. I acknowledge that Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the County has an obligation and the authority to deobligate or offset any duplicated benefits.
- 6. I acknowledge and agree that Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
- 7. I acknowledge that if Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the County or United States Department of the Treasury.
- 8. I acknowledge that the Municipality's proposed uses of the funds provided as grant payments from the County by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
  - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. were not accounted for in the budget most recently approved as of March 27, 2020, for Municipality; and
  - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below. I acknowledge acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

Name:	Russell Herron
Title:	Mayor
Signature:	Russell Henon
Date:	September 21, 2020

## EXHIBIT C Certification Regarding Lobbying (follows behind)

#### CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, Russell Herron, certifies, to the best of his or her knowledge that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

certification and d	lisclosure, if any. In	, certifies or affirms the truthfulness and accuracy of each statement of its addition, grantee understands and agrees that the provisions of 31 U.S.C. ation and disclosure, if any.
Sec. 3001 et seq. 8	appry to his certifica	ation and discrosure, if any.

**Initial Here:** 

#### ORDER OF COMMISSIONERS COURT

Authorizing Execution of an Interlocal Grant Agreement

The Commissione term at the Harris Cou	ers Court of Harris County Administration with	Building		City of		_
A quorum was j	present. Among other	business, 1	he foll	owing wa	s transacted	1:
ORDER AUTHORIZING BETWEEN HARRIST CITY FOR ELEGIB	COUNTY AND HII	LSHIRE V	TLLA	GE TO R	EIMBUR	SE THE
Commissionerthat the same be adopted	Commissioner		introdu	iced an or	der and ma	de a motion
adoption of the order. T following vote:	he motion, carrying v	vith it the	adoptio	on of the	order, prev	ailed by the
•		<u>Yes</u>	<u>No</u>	Abstair	<u>1</u>	
Judge Lina	ı Hidalgo					
Comm. Ro	odney Ellis					
Comm. Ac	lrian Garcia					
Comm. Ste	eve Radack					
Comm. R.	Jack Cagle					

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the Harris County Judge is authorized to execute, for and on behalf of Harris County, the Interlocal Grant Agreement between the Harris County and Hilshire Village, pursuant to Tex. Gov't Code Ann. §§ 791.001 – 791.030, for the County to reimburse the City for eligible expenses with a grant from the Coronavirus Relief Fund as authorized and established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act. The Interlocal Grant Agreement is incorporated by reference for all purposes as though fully set out in this Order word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

## APPLICATIONS RECEIVED

# ALTERNATE BOARD OF ADJUSTMENT MEMBER

Craig Becker

**Justin Crawford** 

Cali Schwarz

Alan Torregrossa

Brian Wilks

From: craig becker

Sent: Tuesday, September 01, 2020 6:01 PM

To: Susan Blevins <susan.blevins@hilshirevillagetexas.com> Subject: Council Member Position 3 or Board of Adjustment

Hello Susan,

Attached is my resume for the Position 3 interim spot and the Board of Adjustment.

I'm almost a home town boy...grew up in Spring Valley attending Spring Branch Jr. High and Spring Branch High School. My wife is also from the area growing up in Hunters Creek attending Spring Branch Jr. High and Memorial High School and we have parents that still live in the area! I know these streets and the creek very well from my childhood and teen years.

As you and I have discussed, I was on the board of directors for my former community, Lakes of Parkway. Its a guarded and gated private community with over 1,000 homes, seven lakes and wells, and inter-city MUD all privately maintained by the HOA. While serving as a director, I was also a director for a City of Houston Tax Reinvestment Committee.

I currently head up Worley's supply chain function for Americas, and as such I deal with subcontractors, vendors, logistics and expediting for all manner of engineering and construction projects.

At one point in my career, I ran the central region for a company call TRC, that had seven locations, all municipal engineering firms (competitors to HDR), so I'm very familiar with the municipal engineering and construction business.

I have a masters of law and MBA, so I think both with a logical business and legal frame of reference. I'd be proud to take up this role, should the city request my services, however before I officially put my hat in the ring, can you elaborate on the time commitment and meeting formats?

Best,

Craig Becker 8009 Anadell

#### **SUMMARY OF QUALIFICATIONS**

Twenty-five+ years in the Energy and E&C industry in increasingly responsible positions from a start in cost/finance, through Project Management, Business Management, Manager of Projects, VP Division Operations, to most recent posts as VP Contracts and Regional Director for international E&C companies handling projects in the \$500 million to over \$2 billion. Responsible for developing strategies, goals and practices for a multi-office company operating worldwide, leading an international group with over 200 professionals operating in offices globally. Master of Law, MBA, and BBA.

#### **WORLEY (JACOBS ENGINEERING GROUP) 2017 - PRESENT**

#### Regional Director Supply Chain Management – Americas, Central Region

Leads a team of over 200 Supply Chain professionals who specialize in contracts, procurement, logistics, expediting and inspection services for Worley's total spectrum of projects supporting all of Worley's businesses.

#### Contracts Director - Contracts Management - Energy, Resources and Chemicals

Lead and focus on strategies to win and execute key projects with predictability, lower risks, and improved margins. The role manages multiple key client and strategic projects and contracting teams focusing on projects with the most complex contracting strategies, including lump sum EPC, joint ventures, and strategic alliances. The position utilizes a cradle to grave approach to contracting, by participating in the early identification of strategic contractors, contract negotiations and review, working with estimating during the bid phase, formulating strategies and key alliances during FEED, and implementation in the construction phases of the work. The TIC values of projects reporting through this position range from \$600M to over \$2B.

As part of the acquisition of Jacobs ECR assets, worked as part of the Transition Management Organization (TMO) brokering the largest and most complex international contracts that impact the new global operation of Worley. Anticipated synergies through these activities exceed \$10M and offer sustainable improvements in operations, functionality, and cost with reduced environmental impact.

#### **WOOD (WOOD GROUP MUSTANG INC.) 2006 – 2017**

#### Vice President, Global Contracting

Responsible for contracts and commercial services groups globally. The position reported directly to the CEO of Wood Group Mustang and a member of the Executive Leadership Team responsible for global corporate governance. In this capacity, has been instrumental in formulation and application of global strategies and policies. Accountable for the enforcement and governance of the contractual approval

process, oversight and management of the corporate risk profile. This position is part of the executive team tasked with selection, due diligence, and integration of merger and acquisitions targets.

Key liaison between Wood Group Mustang and its parent's legal group. Participates group wide, through the Wood Group Corporate Contracts Leadership Team. This team sets the goals and practices regarding contractual risks and standard contracting practices for the entirety of Wood Group owned companies.

Functionally and operationally, the corporate contracts and subcontracts groups report to this executive position. These functional groups are organized by transaction type, prime contracts (sales transactions) and subcontracts (second tier operational). The groups are managed globally and are parsed by international regions (North America, Latin America, Europe/Mid East/ Africa/ India, and Asia Pacific) with a workforce comprised of legal, contracts, and subcontracts professionals tasked with consummating transactional deals. The group is responsible for review, negotiation and closing of all foreign and domestic agreements as they relate to Mustang's services. Provide due diligence and integration support for acquisitions. Participate in negotiation and development of joint ventures and teaming agreements.

#### Accomplishments:

- Negotiated, closed and executed Wood Group Mustang's two largest contracts in the history
  of the company, representing over four million man-hours of home office engineering
  services.
- Led the company's corporate entity consolidation effort.
- Established a global contracting practice, hiring key management and staff operating in multiple international locations and jurisdictions.
- Organized the contractual risk groups by lines of business to efficiently address unique market risks throughout the contracting life cycle.
- Formed and chaired the International Business Steering Committee. The committee is designed to offer guidance and direction regarding the most appropriate avenues to do business internationally, ensuring compliance, tax, and legal standards.
- Developed a best in class contract management training seminar and presented it annually to all global locations.
- Contributing author of the CII publication "Reimbursable Contracting Best Practices"

#### TRC CORPORATION 2003 - 2006

#### Regional Controls/Senior Vice President Division Operations

Dual role, both directly in the Infrastructure Division and corporate TRC. Regional responsibility for the overall operational, financial, and project performance of TRC's central region, as well as the Infrastructure Division. This region consists of three technical lines of business; Civil / Municipal Engineering, Environmental Engineering, and Cultural/Archeological Resources.

Corporate responsibilities include the overall financial control, planning, and execution for TRC's central region. Heavily involved in decision support analysis, developing financial models to assess business opportunities, develop annual plans, monthly forecasts and reconciliations of actual vs. forecast. Lead region in identifying potential acquisition targets, evaluation, and integration. Implement controls to meet requirements stipulated in the Sarbanes Oxley act.

Responsible for implementation and maintenance of strong project management and control processes. Ensure projects are executed according to industry standards. Direct oversight of office and division management. Ensure operating unit's financial and schedule performance targets are accomplished. Regional TRC and Division Project Controls, Contracts, Subcontracts, Purchasing, Accounting and Finance personnel directly report to this position Serves as corporate liaison, working directly for TRC CEO, and dotted line to the COO and Division President.

Responsible for operations in Chicago, Kansas City, St. Louis, Dallas, Frisco, Fort Worth, Austin, Houston, El Paso, Albuquerque, Laramie and Alexandria as well as key financial oversight to TRC's Home Land Security project for the Port of Houston.

#### Accomplishments:

- Sarbanes Oxley implementation received 100% SOX pass rating without need for remediation
- Successfully integrated three struggling acquisitions into a single operation
- Identified, acquired, and integrated five new acquisitions
- Identified multimillion-dollar project over-runs and reversed trend
- Implemented a division wide re-organization
- Centralized accounting and human resource activity to two centers of excellence
- Conducted industry best practices seminars.
- Provided vision and business plan for the Infrastructure Division
- Developed and implemented project execution and project control procedures
- Implemented a process for technical, commercial and contract reviews

#### TYCO FLOW CONTROL (RAYCHEM) 1997 - 2003

Manager Marketing Services, Manager of Projects (North America), Global Business Manager

Had three distinct roles over the time of employment with unique and increasing responsibilities. As the Manager of Marketing Services duties included management of daily work activities for a combined staff of technical and business development professionals while participating in the strategic development of the most complex inquiries specializing in "Alliance/Joint Venture" bidding.

Established a proposal process that begins with the initial inquiry and culminating into a formal proposal document. As part of the process the company's existing estimating function was merged with the new proposal development activities to form a "turnkey" approach to proposal development all under a single management structure.

As proof the new system worked, the contract hit-rate of awarded projects averages above sixty percent (60%). Through training of the national wholesale representative network, inquiry submittals increased six hundred percent (600%).

As Manager of Projects, responsibilities included the management of projects executed in North America, development of business supporting Raychem products and services, developing alliances and partnerships with clients and contractors. Responsibilities also include establishing cost and schedule parameters, as well as coordinating design, construction and subcontracting. Supervise North American Service center's project management, construction management, safety management and project control teams. Bid and executed over thirteen EPC turnkey projects in twenty-four months, all on schedule and within budget. Key accounts include Dupont, Dow, and Hovensa. Pioneered the execution of Raychem's first complete maintenance program and developed model for future opportunities.

Other responsibilities include the management of Raychem Services' new business opportunities through proposal development and pre-project sales.

As Global Business Manager, responsibilities were to develop and direct the overall business activities of Raychem's service organization. Responsibilities included the development and implementation of turnkey procedures on a global basis. Developed project control and proposal procedures, bid/no bid decision process as well as participated in the creation of overall project execution procedures.

Established a global project control group and defined reporting requirements and project management tools that mirrored EPC industry standards.

Original member of the startup team for the Raychem Services EPC division, was instrumental in establishing this new division's overall strategic marketing plan, organization, and budgets for the services business unit. Worked with Raychem Corporate to integrate a "turnkey" business approach within Raychem's established systems. Additionally, was responsible for overall coordination of legal, risk and tax issues as they relate to project service.

#### FLUOR CORPORATION 1988 - 1997

<u>Senior Marketing Coordinator, Business Services Manager, Senior Project Controls Engineer, Senior Project Cost Analyst, Information Systems Analyst, Financial Analyst</u>

Had multiple roles with progressive responsibility beginning as a Financial Analyst, followed by developmental rotations in the Information Technology department and various project roles that ranged from Project Cost Analyst, Project Controls Engineer and finally Business Services Manager. The capstone was a rotational assignment through Fluor's renowned Marketing Coordination program which only a handful of candidates are selected every twenty-four months.

In the role of Senior Marketing Coordinator, provided overall new business opportunity management from prequalification, proposals, presentations, and final submittals for the Chemicals, Plastics, and Fibers

Operating Company. Worked with proposal managers to produce sales documents that were responsive to the client's requirements and needs.

Supported the bid decision process to ensure thorough analysis of the RFPs and their relationship to the operating company's strategic plan. Analyzed strengths, weaknesses, opportunities, and threats of new business opportunities. Prepared competitor analysis and develop compliance checklists establishing responsibilities and milestones. Ensured quality production standards. Lead storyboard reviews process and provided prewriting feedback regarding responsiveness and technical integrity. Provided guidance and direction to junior Marketing personnel and handled the most complex projects requiring in-depth knowledge of the company, as well as client's, operating procedures and philosophy.

As the Business Services Manager for the DuPont Gulf Coast Alliance, was responsible for all business aspects of the venture including internal controls, overall alliance cost control, invoicing, budgeting, and forecasting. Assisted DuPont's development of annual capital and non-capital budget forecasts and allocations. Prepared project review documents along with monthly profit and loss data. Negotiated contractual amendments and provided supporting analysis.

The Senior Project Controls and Cost Analyst roles were primarily responsible for the monitoring and control of project progress and execution as compared to initial estimates and forecasts. Responsible for ensuring projects were executed per schedule and formulate mitigation plans to act before milestones were impacted. Prepared monthly budget reports analyze labor and expense to ensure contract compliance. Calculated progress, efficiency, margin and reserve control. Compiled data to support future estimates and participate in internal and client project review presentations.

#### **EDUCATION**

Baylor University	1988
Bachelor of Business Administration - Finance	
Houston Baptist University	1995
Master of Business Administration – Business	
Arizona State University – Sandra Day O'Connor College of Law	2017
Master of Legal Studies – Law	

#### **PUBLICATIONS**

"Reimbursable Contracting Best Practices" – CII contributing author

From: Justin

Sent: Friday, September 11, 2020 7:01 AM

To: Susan Blevins <susan.blevins@hilshirevillagetexas.com>

**Subject:** Fwd: City Council and Board Members Needed - Reminder

Susan,

I wanted to express my interest in the HVCEFFC position and/or the alternate board of adjustment position. I do not have a current resume, but could generate one if necessary. I am a managing director at JPMorgan and have 17 years experience in corporate finance and investment banking. I also maintain four FINRA securities licenses, including the supervisory principal designation.

I would be happy to speak with you, the mayor or anyone on counsel to better understand the needs of the Village and where my experience would be best utilized for the betterment of our community.

Thank you,

Justin Crawford 713-569-4656 From: Cali Schwarz

Sent: Thursday, September 10, 2020 11:01 AM

**To:** Susan Blevins <susan.blevins@hilshirevillagetexas.com>

**Subject:** My Resume

Hi Susan! Here is my resume for consideration as an alternate on the Board of Adjustments.

Cali V. Schwarz, JD
Attorney and Counselor at Law
Tindall & England PC
515 Post Oak Blvd., Suite 500
Houston, TX 77027-9403

Cell: (713) 412-3889 CaliSchwarz@gmail.com



#### CALI V. SCHWARZ, J.D.

Tindall England, PC 515 Post Oak Blvd, Suite 500 Houston, Texas 77027

Telephone: (713) 2622-873375-4444 / Fax: (713) 622-8744 cschwarz@tindallengland.com

#### EDUCATIONAL BACKGROUND

Board Certified in Family Law, Texas Board of Legal Specialization, 2014 Certified in Mediation and Dispute Resolution, South Texas College of Law, 2008 South Texas College of Law, J.D., 2008 Baylor University, B.A. (Communications Specialist & Business Administration), 2005

#### PROFESSIONAL ASSOCIATIONS AND AWARDS

Member of the Texas Academy of Family Law Specialists (Served as Editor to TAFLS

Ouarterly Newsletter 2017, 2018, 2019, 2020)

Member of Gulf Coast Family Law Specialists

Member of Houston Bar Association - Family Law Section (Served on the Board of Directors 2012-2015)

Member of the Texas Family Law Foundation

Member of Burta Rhoads Raborn American Inn of Court (Recipient of 2014 President's Award) (Board of Directors 2011-2014)

Member of the State Bar of Texas - Family Law Section

Member of the College of the State Bar of Texas, 2010-2020

Designated in Texas Monthly as Super Lawyer, Rising Star (2018, 2019)

#### EMPLOYMENT BACKGROUND

Tindall England, PC 2016- Present
Law Office of Warren Cole — 2008 - 2016
Tekell Book Matthews and Limmer, L.L.P. —2007
Burgower and Rainwater, L.L.P. —2007
Looper Reed and McGraw Attorneys — 2006 to 2007

#### PUBLICATIONS AND ARTICLES

Presented "STOP SPENDING OUR MONEY! – Waste, Reconstitution, Fraud Claims, Disproportionate Shares & Spousal Support" – Houston Bar Association Family Law Section Spring CLE (March, 2020)

Presented 2020 TAFLS Trial Institute, (February, 2020)

Co-Authored "4th Edition of Texas Family Law Ultimate Checklists for Lawyers", Published by the State Bar of Texas Family Law Section (2018)

Presented "Suit Affecting the Parent Child Relationship, 101"-State Bar of TX-Handling your Next Divorce (January, 2017)

Presented "The Intersection of Immigration and Family Law" – Texas Center for the Judiciary – Spring Regional Conference, Houston, TX (April, 2016 and May, 2016)

Co- Authored "Avoiding Mediation Mis-Steps" – State Bar of Texas – 38th Annual Marriage Dissolution Institute, Galveston, TX (April, 2016)

- Presented "Evidentiary Demonstrations Effective Impeachment of Adverse Witnesses" Houston Bar Association, Houston, TX (October, 2014)
- Presented "Unaccompanied Minors" Texas Center for the Judiciary 2014 Texas College for Judicial Studies, Austin, TX (May, 2014)
- Presented "Ethics Hodgepodge" South Texas College of Law 28th Annual Family Law Conference, Houston, TX (March, 2014)
- Presented "Temporary Orders A Mock Trial Presentation" Houston Bar Association, Houston, TX (October, 2013)
- Co- Authored "Reimbursement" State Bar of Texas 35<sup>th</sup> Annual Marriage Dissolution Institute, Dallas, TX (April. 2013)
- Co- Authored "Objections" South Texas College of Law Family Law 27th Annual Family Law Conference, Houston, TX (March. 2013)
- Presented "Possession and Access Options for Children Under Three" State Bar of Texas and Lone Star Legal Aid Family Law Essentials, Nacogdoches, TX (June, 2012)
- Co- Authored "Discovery" State Bar of Texas 34<sup>th</sup> Annual Marriage Dissolution Institute, Dallas, TX (April. 2012)
- Co- Authored "Trying Your Property Case" South Texas College of Law-25<sup>th</sup> Family Law Conference, Houston, TX (March 2012)
- Co- Authored "Trial of a Property Case" State Bar of Texas State Bar College-Summer School Course, Galveston, TX (July 2011)
- Presented "Trying Your Property Case on a Shoestring" State Bar of Texas and Lone Star Legal Aid Family Law Essentials, Huntsville, TX (June, 2011)
- Co-Authored "Dividing Property in a Depressed Economy" State Bar of Texas 36th Advanced Family Law Course, San Antonio, TX (August 2010)
- Co- Authored *"Ethics and Malpractice"* State Bar of Texas 33rd Annual Marriage Dissolution Course, San Antonio, TX (April 2010), Published by the State Bar of Texas
- Co- Authored "Predicates and Objections: Getting It In and Keeping It Out" State Bar of Texas Ultimate Trial Notebook: Family Law, San Antonio, TX (December 2009)
- Co- Authored "Family Law Case Update: SAPCR" State Bar of Texas 35th Advanced Family Law Course, Dallas, TX (August 2009)

From: Allan Torregrossa

Sent: Friday, September 11, 2020 9:11 AM

**To:** Susan Blevins <susan.blevins@hilshirevillagetexas.com>

**Subject:** Board of Adjustment

Susan, I would be interested in helping out with this one. Thanks Allan

Allan C. Torregrossa 21 Hickory Shadows Drive Houston, Texas 77055 713-467-6418 Direct 281-596-4540 Fax

allan@securityamericamortgage.com

#### **RESUME**

August 27, 2020

#### **Summary of Qualifications**

Thirty years' experience as a senior loan officer and mortgage business owner with extensive knowledge and execution in mortgage banking and secondary marketing also instrumental in hiring, managing and training teams of entry level loan officers.

Self-motivated demonstrating ability to organize, meet deadlines, motivate others to perform at their highest levels with excellent interpersonal skills and unwavering work ethic.

#### **Professional Experience**

**Security America Mortgage, Inc. March 2006 to present:** Co-founder and former partner as Senior Vice-president instrumental in loan origination, business expansion and development acquiring FHA certification and licensing in over 20 states.

**Residential Mortgage of Texas: January 2000 to present:** Founder and owner as a full service mortgage entity specializing in non-traditional portfolio lending.

**Asset Management of America: June 2008 to present:** Founder and owner as real estate investments.

**AIM American Mortgage, Inc. April 2003 to March 2006:** Senior Vice-president, Cofounder, partner and loan originator with concentration in residential mortgages and commercial lending.

**AMCAP:** January 2000 to April 2003: Senior Vice-president of secondary marketing and mortgage loan originator.

American Capital Funding, LTD: July 1995 to January 2000: Senior loan originator and managing director of recruiting, business development and secondary marketing.

#### **Professional Licenses**

NMLS Individually #263766 NMLS Company #867146 Texas Department of Savings and Mortgage Lending

## **Education**

University of Houston: Bachelors of Business Degree majoring in Finance

Minor in Psychology 1974

## **Other Interest and Additional Information**

President Hickory Shadows Property Owners Association 2017-present President Shady Villa Home Owners Association 2017-present 36 year resident City of Hilshire Village

## **BRIAN D. WILKS**

2 Hilshire Grove Lane Houston, Texas 77055 bdwilks@gmail.com 210-445-1167

September 10, 2020

Mayor Herron and Council Members City of Hilshire Village 8301 Westview Houston, Texas 77055

Mr. Mayor and Council:

I am interested in serving you and our city as a Member on the Alternate Board of Adjustment.

I hope you will find my qualifications and experience, outlined in the attached resume, as fitting competence for the position. My commitment to this position is to operate with the highest level of integrity and review items with an unbiased attention to detail seeking equitable resolution with the best interest of the City and involved parties in-mind.

Thank You, Brian Wilks

#### **BRIAN D. WILKS**

2 Hilshire Grove Lane Houston, Texas 77055 bdwilks@gmail.com 210-445-1167

#### **OBJECTIVE**

Mechanical Engineer with legal focus founded on degrees in Government and Political Science; seeking position on the Hilshire Village Alternate Board of Adjustment. Detail-oriented, practical, cost-conscious approach to problem-solving. I have deep experience in technical, financial, and strategic problem solving founded on analytical modelling.

#### **EXPERIENCE**

#### SHELL EXPLORATION & PRODUCTION COMPANY

2008 - Present

Corporate Strategy Advisor, Royal Dutch Shell Group – Houston, TX

2018 - Present

The Royal Dutch Shell Group is the corporate holding company for all of Shell's global business, employing 86,000 employees in more than 70 countries across the entire energy and petrochemical value chain. The corporate strategy division advises Shell's most-senior executives on strategic decisions that carry the largest, long-term impacts; including corporate design, technology, M&A, new business development, existing business improvement, competitive intelligence, people development, branding, and finance.

- Leads multi-disciplinary project teams to perform short-turnaround, high-impact analyses to provide insight on complex decisions under consideration by the CEO and his direct reports.
- Team members include finance, legal, technical, and operational members tasked with exploring all facets of a specific problem in-depth using external and internal research culminating in a written report and formal presentation.
- Analytical techniques incorporate most common strategic problem-solving methods, inclusive of future scenarios building combined with analytical and financial modelling.
- Specific problems assessed include most-confidential projects for global portfolio decisions in the traditional Upstream business, Refining, Petrochemicals, Trading, and Retail/Marketing divisions.

#### Campus Recruitment Manager

2016 – Present

 Manages a team of 28 current Shell employees responsible for recruiting and hiring new talent from Texas A&M University, including building campus relationships, overseeing annual donation budgeting, interviewing candidates, and delivering on hiring targets

Well, Reservoir, & Facilities Management Lead, Stones – Houston, TX 2014 – 2018

Stones is Shell's newest flagship project commissioned under the Global Deepwater business unit in the Gulf of Mexico; the field is a \$7B oil development producing back to a contract-operated FPSO at rates of 60,000 bo/d.

Led a team of 8 Reservoir, Production, Chemical, and Facilities Engineers responsible for maximizing recovery though the field's 30-year life via surveillance and optimization of the field post first-production; team's work includes annual business plan development, maintenance planning, OPEX budgeting, production forecasting, and legal compliance/reporting/permitting.

- Developed, implemented, and managed execution of the production-related portions of construction and operation contacts with FPSO supplier, SBM Offshore, including dispute resolution with monetary value of \$30MM annually.
- Managed well design and execution, ensuring design specifications of each well are maintained within cost constraints, including reservoir location optimization, stimulation design, drilling, completions, commissioning, start-up, and production
- Accountable for well integrity management, well start-up and commissioning procedures, unload planning, operating procedures, and production surveillance
- Provided production forecasting, OPEX cost modelling support, and production risk analyses for the \$1B acquisition of the *Turritella* FPSO

#### Contract Holder, Gulf of Mexico Well Tracing Technologies

2015 - 2018

 Responsible for safe and effective implementation of all contracts pertaining to well tracing services in the Gulf of Mexico, including dispute resolution and negotiating T&C and pricing for \$40MM of contracted tracing services annually

#### Operations Supervisor, Auger TLP – Offshore, Gulf of Mexico

2012 - 2014

Auger TLP is Shell's first floating production facility in the Gulf of Mexico, commissioned in 1994; it resides in Shell's Global Deepwater division serving as a cash-engine; the asset produces 60,000 bo/d and 90MMscf/d from 31 dry and subsea wells.

- Led 220 personnel living and working offshore providing Process Operations, Construction, and Maintenance support for wells, processing equipment, utilities systems, and living structures
- Led the operations-integration efforts required to deliver a 24,000 bo/d, \$2.4B brownfield redevelopment project 4 months ahead of schedule
- Responsible for ensuring environmental and regulatory compliance, work permitting, personal safety management, and process safety management
- Served as the Fire Chief for the Incident Command Team

#### Production Engineer, Gulf of Mexico East – New Orleans, LA

2008 - 2012

Member of a team comprised of 25 Production Engineers providing well production surveillance and intervention planning for Shell's Eastern Gulf of Mexico assets: *Mars, Ursa, Ram Powell, and Cognac*.

- Managed well integrity and tree maintenance for 68 surface wells on Cognac Fixed Leg Platform
- Planned, permitted, and initiated a 28-well, 5-year, \$100MM abandonment campaign

#### **EDUCATION**

**TEXAS A&M UNIVERSITY**, College Station, TX

2004 - 2008

Mechanical Engineering, B.S., Honors – 3.7GPA Political Science, B.S., Honors – 4.0GPA

#### COMPETENCIES

- Risk Management
- Economics & Finance
- Project Management

- Technical and Financial Modeling
- Contract Development and Management
- Strategy Development

## APPLICATIONS RECEIVED

# HILSHIRE VILLAGE CULTURAL EDUCATION FINANCE FACILITIES MEMBER

JUSTIN CRAWFORD

MARCUS DOTSON

RANDY KEYS

SARA SOMMERS WILKS

From: Justin

Sent: Friday, September 11, 2020 7:01 AM

To: Susan Blevins <susan.blevins@hilshirevillagetexas.com>

**Subject:** Fwd: City Council and Board Members Needed - Reminder

Susan,

I wanted to express my interest in the HVCEFFC position and/or the alternate board of adjustment position. I do not have a current resume, but could generate one if necessary. I am a managing director at JPMorgan and have 17 years experience in corporate finance and investment banking. I also maintain four FINRA securities licenses, including the supervisory principal designation.

I would be happy to speak with you, the mayor or anyone on counsel to better understand the needs of the Village and where my experience would be best utilized for the betterment of our community.

Thank you,

Justin Crawford 713-569-4656 From:

**Sent:** Thursday, September 10, 2020 1:40 PM **To:** susan.blevins@hilshirevillagetexas.com

Subject: Re: City Council and Board Members Needed - Reminder

Hello Susan,

Please find my CV attached for the City's review. I have interest in offering my time and experience in public/private funding and finance for the following position.

Board Member for the Hilshire Village Cultural Educational Finance Facility Corporation. (HVCEFFC) which is a conduit fund whereby private entities that would not normally be able to take advantage of public funding use the City's borrowing capacity to borrow public funds. The City is allocated a certain amount per year that it can access. There is no risk and the City receives a fee for the service. The committee only meets when needed. This position needs someone with a finance background.

Thank you,

Marcus

713-201-7577

#### MARCUS L. DOTSON

Mobile: 713-201-7577 | Email: mldot@aol.com

Senior Executive with 25 years of commercial experience in energy finance, product development, business development, mergers and acquisition and management.

#### PROFESSIONAL EXPERIENCE

#### Calpine Energy Solutions

#### **Vice President**

#### January 2019 to Present

- Federal, State and Local Government sectors
- Manage electricity business associated with Texas General Land Office
- M&A, Strategic Origination
- Structured finance

#### **Managing Director**

#### December 2016 to December 2018

Capital Markets, Mergers and Acquisitions, Strategic Origination

#### Sempra Energy Solutions

#### **Managing Director**

#### July 2011 to December 2016

- Head of Structured Supply business and member of management team.
- Launched new business aimed at establishing market share in a growing market segment through strategic partnerships versus high cost direct investment.
- Provided clients tailored commodity supply, working capital, credit support and risk management services.
- Built portfolio of partnerships spanning a diverse geographic footprint: NY, NJ, CT, MA, ME, NH, PA, MD, DC, OH.
- Led turnaround of struggling energy companies, sourced equity and mezzanine capital and spearheaded sale and recapitalization.

#### **Director, Commodity Sales**

#### July 2004 to July 2011

- Early-phase member of the commodity initiative, which built the business from \$30M to \$250M in annual margin.
- Developed relationships and originated transactions with fortune 500 companies across multiple industries.
- Consistently exceeded margin targets, in excess of 200% on average. Multi-year President's Club Award recipient.

#### **Director, Product and Market Management**

#### March 2003 to June 2004

- Created new products and client value propositions by understanding the markets and customer needs.
- Developed and standardized core products and processes to enable scalability and streamline deal origination.
- Expanded regional focus to national accounts by structuring multiregional cross-settlement products.

#### CMS Energy Marketing, Services and Trading

#### Manager, Market Development & Product Management

#### June 2002 to February 2003

- Developed physical and financial products and manage P/L associated with direct and channel sales.
- Managed sales personnel, operations and customer service for retail electric program.

#### **Enron Energy Services**

#### Manager (Market Lead) - Regional Products

#### July 2001 to December 2001

- Regional Product Manager for the Western US, Ohio and Illinois.
- Developed and standardized product structures for retail electricity, natural gas and demand/supply-side management to increase deal flow and create scalability while managing risk.
- Exceeded P/L annual targets of \$50M for Illinois and \$100M for the Western United States.

#### **Commodity Structuring Senior Specialist**

#### January 2001 to June 2001

- Regional Lead commodity structurer and market developer for the Western U.S.
- Structured standard and exotic options, swaps and derivatives to meet customer needs while managing value at risk (VAR)
- Leveraged scalable energy products to achieve annual margin target of \$50M

Selected by Vice Chairman for special project restructuring CA portfolios yielding positive swing of \$150M.

#### **Commodity Structuring Specialist**

#### August 2000 to December 2000

- Optimized the CA business model, which became the standard for other Enron Energy Service commodity business models
- Trained originators on financial product structures, sales strategies and communication of derived customer value

#### DeWitt & Company Incorporated

#### **Quantitative Market Analyst**

#### August 1999 to August 2000

- Launched and managed a petrochemical derivatives product line, generating new revenue/earnings for the company.
- Authored a weekly analytical newsletter providing my clients (producers, buyers and traders) with market insight and analysis on foreign exchange, crude oil, natural gas and refined products.
- Developed quantitative models for trading, risk control and management, market analysis and forecasting.
- Provided technical analysis for online trading platform (CheMatch), including daily analytics and market commentary.

#### Chevron Chemical Company

#### Research Analyst

#### **March 1997 to August 1999**

- New product synthesis of petrochemical derivatives as well as design optimization of existing chemical processes.
- Provided statistical analysis and generated detailed reports analyzing experimental data.
- Authored technical reports and whitepapers released by synthetic polymers research group.
- Developed Quality Control criteria, measurement protocols and standard operating procedures.

#### Espey, Huston & Associates, Engineering Consultants

#### **Analyst**

#### September 1994 to February 1997

- Researched toxicological exposures in a controlled laboratory environment.
- Studied and documented results of chronic and acute experiments for lethal and sub-lethal effects.

#### **EDUCATIONAL BACKGROUND**

University of Houston - Houston, Texas

Bachelor of Science - Applied Mathematics, December 1999

Bachelor of Science - Biology, Minors - Chemistry and Mathematics, December 1995

#### **SUMMARY OF QUALIFICATIONS**

Business start-up and turnaround specialist, M&A, debt and equity capital financing, complex contract negotiation. Management of quantitative, marketing and sales personnel. Strong presentation skills, technical writing, contract negotiations, commodity structuring, product development, risk management, quantitative/fundamental/technical analysis. Computer knowledge includes MS Office (advanced Excel) and mathematical modeling software.

**Sent:** Wednesday, September 09, 2020 12:01 PM **To:** susan.blevins@hilshirevillagetexas.com

**Subject:** Educational Finance Corp

Susan, I am willing to serve in the role you described.

Randy Keys (281) 620-4468

## Randall D. Keys 3 Hickory Shadows Houston, Texas 77055

(281) 620-4468 / randy@rkeys.net

#### **Experience Summary and Skills:**

- 1) Broad financial management background, beginning with public accounting and progressing in corporate management as Controller, Director of Internal Audit, Financial Reporting Manager, Treasurer, Chief Financial Officer and Chief Executive Officer
- 2) CEO or CFO of six public companies: two NYSE, one NASDAQ, and three OTCBB
- 3) Unique skills to effectively communicate business strategies and financial results to investors, directors, investment analysts and operating personnel
- 4) Experience raising capital in both private and public equity and debt financings
- 5) Extensive working knowledge of SEC registration and reporting requirements
- 6) Effective in both small and large company environments. Key strength is ability to provide a broad background and knowledge base to smaller companies and help them build a solid foundation for growth
- 7) Proven leader at executive management and board levels
- 8) Significant merger and acquisition and business integration experience
- 9) Positive work style with ability to build trust and motivate subordinates and peers

#### **Employment History:**

US Energy Corp (NASDAQ)	Director, Audit Comm Chair	2019 to 2020
Evolution Petroleum Corp (NYSE)	CFO, promoted to CEO	2014 to 2018
CFO Consulting	CFO and Capital Projects	2006 to 2013
Far East Energy (OTCBB)	Director, Interim CFO	2004 to 2008
BPZ Energy, Inc. (OTCBB / AMEX)	Chief Financial Officer	2004 to 2006
Transmeridian Exploration (OTCBB)	Chief Financial Officer	2002 to 2004
Coherence Tech / Core Lab (NYSE)	Chief Financial Officer	1998 to 2001
3DX Technologies, Inc. (NASDAQ)	V.P. Finance and CFO	1997 to 1998
Norcen Explorer, Inc. (Sub of TSE)	Treasurer and CAO	1994 to 1997
Santa Fe Energy / Adobe Resources	Various Mgmt Positions	1987 to 1994
Midland Southwest Corp. (NASDAQ)	Controller	1984 to 1987
KPMG Peat Marwick	Senior Auditor	1980 to 1984

#### **Education and Other Affiliations:**

Former Chairman of Audit Committee of Far East Energy (OTCBB), Coalbed Methane in China Former Director of GeoMechanics, Inc., Private Rock Properties Consulting Company

BBA in Accounting with Highest Honors in May 1980 from University of Texas at Austin Director, Financial Executives International, National Association of Corporate Directors Houston Producers Forum, Texas Alliance of Energy Producers, IPAA

#### SARA SOMMERS WILKS

2 Hilshire Grove Lane Houston, TX 77055 Sara\_Sommers@alumni.baylor.edu 918 - 740 - 1650

To City Council Members of Hilshire Village,

I would like to formally for Council Member Position 3 recently vacated by member Swanson. I am interested in filling this position as I have loved living in the City of Hilshire Village for the past two years and would love to give back to the community. I am passionate about being involved and am able to fulfill the time requirements of this role. I work well with others and look forward to serving the residents of Hilshire Village.

If unable to fill the Council Member position, I would like to be a Board Member for the Hilshire Village Cultural Educational Finance Facility Corporation (HVCEFFC). I have experience in Finance from my educational background as well as my work experience. I currently manage over \$125M in EBITDA for my company and would look forward to applying all of my private sector experience in this role.

I am available by phone or email to answer any questions or to provide any additional information.

Thank you in advance for your consideration.

Sincerely,

Sara Sommers Wilks

### SARA SOMMERS WILKS

2 Hilshire Grove Lane Houston, TX 77055 Sara\_Sommers@alumni.baylor.edu 918 – 740 – 1650

#### **EDUCATION**

Master of Business Administration Healthcare Administration Specialization May 2012

**Baylor University** 

**Bachelor of Arts, Speech Communication** 

May 2010

Minor in Business Administration

Baylor University, magna cum laude

#### **WORK EXPERIENCE**

Director of Operations MEDNAX

Mar 2018 - Present

#### Houston, TX

- Serve as market executive over 6 physician practices which include over 12 ambulatory clinic locations, 10
  Hospital-based services, and over 100 practitioners. Specialties include: Maternal Fetal Medicine, Neonatology,
  Pediatric Hospitalist, OB Hospitalist, Pediatric Otolaryngology, and Anesthesiology.
- Manage the P&L of the assigned practices; responsible for meeting financial performance targets and serving
  as the lead in identifying any potential risks on the horizon as related to financials, projects plans, quality or
  patient experience discrepancies, and any dips in productivity.
- Develop the strategic vision for the market and execute on the vision in partnership with physician leaders and support departments.
- Drive the recruitment and onboarding process for new providers and practice leaders. Provide direct oversight
  for medical directors and practice managers including evaluating performance and creating development plans
  to address performance or behavioral gaps and coaching the team towards optimal performance.
- Partner with hospital administrators providing regular reports as requested.
- Collaborate with business development to source, analyze, and present new business ventures for corporate approval.

## Practice Administrator, Newborn Center, Renal, Dialysis and Pheresis Services Texas Children's Hospital

Feb 2016 - Mar 2018

#### Houston, TX

- Created and managed the budget for multiple areas with a combined total of 150+ faculty for Baylor College
  of Medicine and Texas Children's Hospital with over \$500M in revenue, 600+ FTEs, 187 NICU beds, and 48
  Mother-Baby Unit beds
- Co-led the Neonatology USNWR team (increased in rankings last year from 14th to 11th)
- Partnered with a multidisciplinary team to drive the work around NICU Levels of Care Designation
- Analyzed financials, physician productivity, and revenue cycle reports in order to ensure strong financial
  performance; developed performance improvement plans as needed; presented reports to executive
  administration
- Developed and drove a multi-disciplinary team to improve discharge planning and care coordination in the Newborn Center
- Provided direct leadership, coaching, and support for a 100+ person team
- Drove faculty recruitment efforts; collaborated with marketing colleagues to produce faculty recruitment collateral
- Developed business cases and proposals in partnership with executive leadership

- Created pro formas for new business development opportunities
- Partnered with Maternal Fetal Medicine and Women's Services to develop an overarching Perinatal Strategy
- Drove strategy around leadership structure including the development of physician leadership job descriptions, local organizational structure, and short- and long-term goals
- Sourced and implemented new automated scheduling software for 200+ care providers
- Led a hospital-wide improvement project on overuse of nitric oxide; led a full day Kaizen/Rapid Improvement Event; Saved over \$1M in first four months
- Mentored project manager to develop and drive a project in partnership with the physician revenue cycle team
  to improve physician charge entry and documentation that improved missing charges by 70% in three months
  (capturing over \$1M in additional patient revenue annually)
- Created a predictive staffing model for the Newborn Center physician staffing in order to identify appropriate staffing levels and justify new hires
- Identified inefficiencies and worked to develop better processes in coordination with nursing and physician leaders

#### Sr. Project Manager, Texas Children's Hospital Project Leader, Baylor College of Medicine Houston, TX

Nov 2014 - Feb 2016

April 2014 - Nov 2014

- Led budget planning and development process, conducted financial analysis, and monitored revenue cycle metrics for a department with 80+ faculty operating at three facilities
- Organized the renovation of a surgical floor to improve patient flow (engage stakeholders throughout process, meet with architects, choose furniture and equipment, generate budget/pro forma in coordination with finance department)
- Created pro formas and business plans for new business development opportunities
- Led physician recruitment efforts in order to staff additional locations
- Developed a pediatric surgical home program in coordination with perioperative services and surgery to improve surgical outcomes
- Worked as project manager for hospital-wide patient experience initiative; led 40+ staff on initiating discharge phone calls, improved pre-surgery information, leader rounding, and "Caught You Caring" program
- Organized and co-led biannual strategic planning retreats for departmental leadership
- Partnered with marketing department to develop and execute strategy on internal and external communication
- Created a predictive staffing model for the anesthesiology faculty that is used to identify deficits and justify new hires to the hospital
- Created business plan, including a pro forma and recruitment plan, for new multidisciplinary pain clinic; opened new pain clinic in January 2015
- Created a system for calculating non-clinical productivity by provider and matched it to clinical productivity metrics
- Led a hospital-wide team that focused on sustainable, earth-friendly projects such as appropriate medical recycling and managing energy consumption
- Partnered with physician and executive leadership to develop a new compensation model for anesthesiologists including a quality bonus pilot
- Identified inefficiencies and work to develop better processes in coordination with physician leaders
- Developed care protocols and quality improvement projects aligned with organizational goals

## Consultant, North American Corporation

Dec 2013 - April 2014

## Houston, TX

- Assessed financial situations by gathering information on investments, asset allocation, savings, and tax planning; evaluated risk tolerance; determined financial viability of potential investment opportunities
- Developed and presented financial strategies by establishing financial goals
- Audited and maintained corporate minute books for ten companies

- Tracked financial markets, general economic conditions, and new financial products
- Provided financial management information by preparing financial status analyses and reports
- Monitored financial climate by tracking changes and identifying and evaluating new financial strategies
- Coordinated, evaluated, and prioritized various projects; scheduled and tracked deadlines; updated and maintained schedules; performed project process monitoring duties; communicated roles, expectations, and accountabilities to team members; facilitated resolutions to project issues

## Contract work, Baptist Health System Operations coordinator, Baptist Health System Administrative resident, Baptist Health System

July 2013 - Jan 2014 Sept 2012 - June 2013

May 2011 - Sept 2012

#### Birmingham, AL

- Worked with the management team to develop strategic 1-5 year plans
- Analyzed financials and created monthly reports on all 100 physicians and initiated performance improvement as needed based on report results
- Drove the annual budgeting process for 100 employed physicians
- Traveled among the 100 physician alliance clinics in Central Alabama to teach physicians and staff how to report various quality measures
- Achieved NCQA designation for five Patient-Centered Medical Homes applications
- Attested for Meaningful Use for over 25 providers
- Reviewed physician & vendor contracts for the clinic network
- Co-chaired the LEAN Council of the 45-clinic network
- Sourced and implemented a new CRM tool to manage administrator to physician communications
- Helped administrate the creation of the system-wide physician alliance with more than 400 physician members
- Served as Administrative Co-Chair of the Primary Care Clinical Programs Quality Committee, a physician alliance committee
- Coordinated the implementation of a new clinical reporting system across two separate entities

#### Administrator, H Bruce Hamilton MD, PA, Neurosurgery Waco, TX

June 2013 - Dec 2013

- Negotiated with insurance companies and vendors for better rates
- Managed revenue cycle for the practice including denial management
- Analyzed financial information and prepared monthly reports
- Investigated business development opportunities such as pain management & ASC projects
- Orchestrated process improvement to qualify for Meaningful Use Stage 1
- Worked with IT support to develop a patient portal & clinic website
- Increased employee morale and, consequently, patient satisfaction
- Coordinated with physical therapy group to add ancillary services for additional revenue
- Interviewed and hired employees to create a strong team
- Conducted weekly training huddles with employees to foster teamwork & boost patient satisfaction

#### HONORS/AWARDS/AFFILIATIONS

Black Belt Certification, LEAN Six Sigma Advanced Quality Improvement training, Texas Children's Hospital Member, American College of Healthcare Executives Best Presenter and Best Q&A Award, Baylor University MBA Ethics Case Competition Completed and defended Honors College thesis on childhood obesity National Merit Scholar

#### References and additional information available upon request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date Notified	Person Taking Call	Resident Reporting Problem	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
3/8/19	Susan Blevins	Alan Wolfe	The street sign at the intersection of Pine Chase Dr. and Pine Chase Grove on the West side of the street has been damaged.	Pine Chase Dr & Pine Chase Grove intersection	We will need to order a new pole.	Contractor will weld extension on to existing pole underground. Purchase order has been issued. Sent contractor email asking for work to be done ASAP. Contractor has started scheduling jobs again and we are on their list.	
9/20/19	Susan Blevins	Mrs. Gray	Rain water is backed up in the ditch due to a walkway that was installed next door.	1331 Friarcreek Ln	Susan contact the homeowner and informed of the issue, the walkway was not permitted and is blocking normal drainage. She set up an appointment between the homeowner and the City Engineer to discuss remediation.	Permit was issued for the work, HDR is monitoring and performing inspections. Corrections are needed.	
11/13/19	Cassie Stephens	Allison Griffiths	Flushing the hydrant has cause erosion and roots are exposed, they are tripping over them and are worried about the trees.	1324 Pine Chase Grove	Susan drove over to look at the erosion, confirmed there is an issue. Contacted James with Inframark to start using a hose or attachment to direct the water to the street from now on. Susan will work with Council to determine options for repair of the existing damage.	DonMar Grading has been scheduled.	
11/27/19	Cassie Stephens	Robert Byrne	Stop signs on Archley are bent, looks like a box truck might have hit them.	Archley, both access points	City will replace the stop sign	A purchase order has been sent for replacement. Contacted contractor again. Contractor is scheduling jobs again, we are on their project list. 10/15 Cassie checked the signs, they do not appear to be damaged enough to warrant replacement.	10/15/2020
12/12/19	Cassie Stephens	Ana Short	The yield and street sign have not been replaced at the intersection yet. There is jagged metal sticking out of the ground and two holes that someone almost fell into this weekend. She said they have been putting boards and plywood over the area but the trash crew keeps collecting it. She is worried because she is liable for injuries on her property and is asking for the holes to be filled and remaining metal sticking up from the ground be removed.	Pine Chase Grove Intersection	Contractor will weld extension on to existing pole underground. Susan placed a City cone over the metal and holes. Placed an order with the vendor to install.	Purchase order has been issued. Requested contractor to start as soon as possible. Contractor has started scheduling jobs again and we are on their list.	

Date Notified	Person Taking Call	Resident Reporting Problem	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
1/27/20	Susan Blevins	Ann Gray	Neighbors still have not removed rock in ditch and she is concerned with spring and rain showers. She also said that the neighbor's son came over and said he had removed rock from the ditch but he said he did not understand that the problem was between their houses and not their house and the McDuffie's.	1327 Friarcreek Ln	Sent email to Efrain asking him to inspect when he is in the city.	Permit was issued for the work, HDR is monitoring and performing inspections.	10/1/2020
2/11/20	Cassie Stephens	Javier - HDR Engineering	Illegal parking pad installed without permit.	8210 Burkhart	Emailed property owner with sections of ordinance in violation. Asked for plan to achieve compliance.	Property owner said he would have the rocks removed from the ditch but wants to seek a variance for the parking pad considering the existing terrain and material choices.	
3/2/20	Cassie Stephens	Bill Bristow	Pile of tree limbs and debris on the vacant lot.	1306 Glourie	City is preparing to submit paperwork to municipal court to make necessary clean up efforts and fine contractor.	Property is under legal review. Courts are closed at this time. 10/15 Cassie removed the builder sign and permit box as there is no current construction.	
3/15/20	Cassie Stephens	Mike Bischoff	His driveway and culvert are being washed out, asked if work is going to be done at the driveway next to him which leads to the lift station.	5 Hilshire Oaks Ct	Cassie sent photos to HDR. Efrain and Javier met with the homeowner 5/21.	DonMar Grading is being consulted, the homeowner needs to explain what he wants to do and get a quote.	10/1/2020
5/8/20	Cassie Stephens	Paul Maddock	The drainage ravine is overgrown and might become a flooding issue if not maintained.	1209 Pine Chase	Cassie sent an email to Javier and Efrain asking them to investigate the area and what actions if any need to be taken.	5/11 Javier inspected the site and found that the overgrowth has the potential to cause drainage issues if not maintained. Cassie sent the details of the report including photos to the property owner. 10/15 Cassie drove by, it appears the area has been mowed and cleared, only trees and grass visible.	10/15/2020
7/23/20	Susan Blevins	Wally Partridge	Asking if he can pay DonMar Grading to install new sod in his ditch during the grading project to replace the grass that was damaged by his pool company.	1301 Glourie			10/1/2020
7/31/20	Cassie Stephens	Cassie Stephens	Reflector stakes in the ROW preventing proper street parking.	8009 Anadell	Sent email to the homeowners with a 14-day deadline to remove the stakes or we will remove them and store at City Hall for 30 days.	Stakes were replaced with garden flags. Homeowners have asked for parking pad specifications, Cassie will coordinate a meeting with BBG on 9/11. BBG met with the homeowner, wants to discuss possibilities with engineer and council. 10/15 Reflectors were removed.	10/15/2020
8/6/20	Susan Blevins	Robert Byrne	Portable basketball hoop is in the street against the curb.	1319 Glenhilshire	Homeowners have been told in the past that the sports equipment needs to stay in their driveway and out of the right-of-way.	Susan contacted the homeowners. 10/14 & 10/15 Consecutively saw the goal standing in the driveway.	10/15/2020

Date Notified	Person Taking Call	Resident Reporting Problem	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
8/4/20	Susan Blevins	Mr. Moore	Said his culverts are holding water for more than 48 hours.	8002 Anadell	Susan sent the information to HDR for consideration during the ditch grading project.	Javier (HDR) drove by, it appears there is an accumulation of silt that has created a highpoint on the downstream end of the driveway culvert resulting in standing water in the roadside ditch north of 8002 Anadell Driveway. Additionally there are now ruts along the roadside ditch in the area of standing water. BJ (DonMar) will review and provide an update for maintenance to this ditch area.	
9/14/20	Cassie Stephens	Stephanie Vulpes	Loose garbage was left on the street from the collection team.	1206 Pine Chase Drive	Cassie forwarded the photos to Luis with WCA to show him the remnants left behind and asked that they make sure everything is secure before they drive away.	Luis responded that he will speak with them.	9/15/2020
9/15/20	Susan Blevins	Matthew Cotter	Water is leaking from Westview and Ridgeley near the Hilshire Village sign.	Westview & Ridgeley	Susan asked Inframark technician Mickayla to investigate.	James reported that the irrigation lines were leaking and they turned off the backflow to stop the water flow. Susan reported to the HV Beautification Committee for repairs.	10/15/2020
9/16/20	Susan Blevins	Rick Wourms	Street light out, pole # 297586.	1125 Ridgeley	Cassie reported the outage to CenterPoint. Tracking Number: 1405106615	Light was repaired.	9/18/2020
9/18/20	Cassie Stephens	Lee Degrasse	She wanted to know if there was anything we can do about a vacant house next door that has been under construction for a while. She said it looks bad being vacant and she thinks it is reducing their property values because the landscaping isn't as good as it used to be.	1023 Ridgeley	Cassie advised that they have permits but we have not seen any activity for a while. She informed the caller that there is no vacant property ordinance that would require occupancy or penalize vacancy.	The homeowner said her husband is an attorney and will look into actions he can take about the property being a nuisance. BBG reported that the permit can be revoked for no work and ordinance violations can be addressed but we cannot force occupancy.	
9/18/20	Susan Blevins	Robert Stuber	Recycling bin was emptied then left at the neighbor's driveway, and over the last 2 weeks his garbage has been damaged and now the handle is broken off.	7 Hickory Shadows	Susan contacted WCA to replace the garbage can and spoke with the representative about the poor service lately.	WCA said the lid was damaged by a dog and that type of can was known to break.	10/14/2020
9/20/20	Susan Blevins	Phil Brooks	Alarm was going off inside.	1201 Archley Dr	Susan reported the alarm to SVPD.	Officers responded.	9/20/2020
9/21/20	Susan Blevins	Mr. Hunsaker	Garbage and recycling were skipped.	7910 N Villa Ct	Susan sent an email to Luis with WCA reminding them to go into Hilshire Villas subdivision.	Luis said he sent the address to the driver, the garbage will be picked up by tomorrow morning. Trash was collected.	9/21/2020
9/22/20	Susan Blevins	Lift Station Alarm	Received call that the lift station alarm was going off.	Ridgeley	Inframark responded.	Leak possible in the stormwater system that was flooding the lift station. Investigating with dye. System appears ok, will continue to monitor during rain events.	10/15/2020

Date Notified	Person Taking Call	Resident Reporting Problem	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
9/22/20	Susan Blevins	Mrs. Ghosh	Garbage was skipped again, recurring issue.	8214 Mallie Ct	Susan sent email to Luis, expressed concerns over the poor service lately.	Luis said he would send a truck back to Mallie Ct. Garbage was picked up.	9/22/2020
9/22/20	Susan Blevins	Peter Batarse	Water is not drainaing properly behind his garage.	5 Hilshire Grove Ln	Susan sent homeowner-provided photos to HDR Javier to investigate. There is a new construction project behind this address but they should not be flooding neighbors.	Javier found standing water at 5 and 6 Hilshire Grove and NE corner of 7902 N Villa Ct, due to the rough construction grading at the rear of 7906 N Villa Ct. Javier provided a report which was forwarded to the contractor for immediate correction. Susan updated Mr. Batarse on the findings. 10/16 Cassie sent an email to the contractor asking for updates on the drainage.	
9/22/20	Susan Blevins	Mike Gordy	Political sign in the ROW and yard needs maintenance.	1302 Bridle Spur	Cassie sent an email to the homeowner, will follow up with a drive-by inspection.	10/15 Cassie removed the signs from the roadside and placed them in the yard. She sent a follow up email to the owner letting them know of the action and also to remind him to leash the dog which was loose during the inspection. Cassie knocked on the door to speak with owner directly, there was no answer.	10/15/2020
9/23/20	Susan Blevins	Yvonne Andrews	Guardrail on Westview was damaged by a vehicle a while back.	Westview, in front of 8399	Cassie submitted a 311 request to Houston, service request number is 101004293652	Received response that they do not operate in Hilshire Village, Cassie sent back that it is Houston's right-of-way. Case was escalated after email response from Cassie that Houston is responsible for the area. Case was closed stating no safety hazard found, did not find any type of damage to the permanent barricade over the crosswalk sidewalk at the location. Susan requested that a supervisor call her to discuss.	
9/24/20	Cassie Stephens	Lori Wasmuth	Green chemical in the ditch next door	1030 Glourie Circle	Susan informed that Inframark was testing for leaks, dye is ok.	No further action taken	9/24/2020
9/24/20	Cassie Stephens	Janet Wourms	Garbage truck hit and uprooted a tree and is now stuck blocking the road.	8201 Burkhart	Luis with WCA was already in the city monitoring the collection services since there have been so many complaints. The tree was growing into the roadway as confirmed by Google images. After it was struck, the branches were in the street but vehicles could pass by.	He sent a photo of the tree to Susan and will have their contractor remove the tree from the right-of-way, no replacement needed. Susan notified SVPD and Village Fire of the obstruction at the side of the road.  The tree was trimmed but did not need to be removed.	9/28/2020

Date Notified	Person Taking Call	Resident Reporting Problem	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
9/29/20	Cassie Stephens	Tommy Chmores	Multiple neighbors are not abiding by the overnight street parking ordinance and consistently have trash cans visible. He said he talked to the two main offenders of the street parking and was told by one that he will just pay the fines and continue to park on the street. Mr. Chmores is upset that ordinances aren't being enforced.		Cassie invited Mr. Chmores to attend the next council meeting, he declined.		
10/2/20	Cassie Stephens	Susan Blevins	Inframark technician Mickayla decommissioned a fire hydrant on Archley to isolate a leak.	1257 Archley Dr.	Susan advised the fire department that the hydrant is temporarily out of service while Inframark makes repairs.	Fire hydrant was tested and appeared to be functioning properly, possible that the hydrant wasn't fully closed during the last use causing a minor leak.	10/15/2020
10/5/20	Susan Blevins	He picked up more glass from the street that was in front of his and his neighbor's driveway. Some of the glass pieces are 1206 Pine Chase.  Susan sent the photos to Luis and asked Luis responded that he		Luis responded that he will show the photos to the crew and check their work on Thursday.	10/8/2020		
10/6/20	Cassie Stephens	Allan Torregossa	Received email from the homeowner with security camera video attached. Homeowner said a lantern was stolen from the backyard, had been stored in the same place for 3 years.	21 Hickory Shadows	Susan advised the homeowner to file a police report.	WCA spoke with homeowner and will reimburse, the temp worker was fired.	10/8/2020
10/14/20	Cassie Stephens	Larry Wilkerson	Overgrown weeds.	1326 Ridgeley Dr	The property was recently sold. Cassie mailed a new homeowner packet to the address with a note about maintaining the lawn. If it does not get taken care of in the next couple of days I will ask BBG to place a violation tag on the door.		
10/14/20	Cassie Stephens	Larry Wilkerson	Overgrown weeds.	Telge Re-Plat Lot 4	10/16 Cassie sent the new owner an email to schedule lawn service.		
10/14/20	Cassie Stephens	Larry Wilkerson	Sign in right-of-way	Telge Re-Plat Lot 2	Cassie visited the lot, the sign is set back from the road enough to allow a vehicle to park and does not disturb the drainage ditch.	No action needed.	10/15/2020
10/14/20	Cassie Stephens	Larry Wilkerson	Sign in right-of-way	1027 Ridgeley Dr	Cassie investigated, found that there was really no good spot to place the sign but will contact the realtor to see if they have a different style that can be set back and still visible.		
10/15/20	Cassie Stephens	Yvonne Andrews	Lift station has a stronger odor than normal.	Ridgeley Lift Station	Cassie asked James to investigate.	James said he will install a new odor block.	10/15/2020
10/15/20	Cassie Stephens	Cassie Stephens	Reflector stakes in the ROW preventing proper street parking.	8310 Creekstone Circle	Cassie sent an email to the homeowner giving 1 week (10/23) to remove the items.		

Date Notified	Person Taking Call	Taking Resident Reporting Problem Complaint/Issue Address of Concern Action		Action	Results	Date Resolved	
10/15/20	Cassie Stephens	Cassie Stephens	Reflector stakes in the ROW preventing proper street parking.	8307 Creekstone	Cassie sent an email to the homeowner giving 1 week (10/23) to remove the items.		
10/15/20	Cassie Stephens	Cassie Stephens	Reflector stakes in the ROW preventing proper street parking.	8311 Creekstone	Cassie sent an email to the homeowner giving 1 week (10/23) to remove the items.		
10/15/20	Cassie Stephens	Cassie Stephens	Political sign in ROW	1307 Friarcreek Ln	Cassie emailed the homeowners asking them to move the sign further back.		
10/15/20	Cassie Stephens	Cassie Stephens	For Sale sign is larger than allowed per ordinance.	8001 Bromley Rd	Cassie lerft a voicemail for the realtor Amy Kristynik 713-494-7363 to replace the sign.		
10/15/20	Cassie Stephens	Cassie Stephens	For sale sign in ROW, also two at the entrance to the subdivison.	4 Hilshire Grove	Cassie removed the two small signs at the entrance to Hilshire Grove and left a voicemail for the realtor Julie Gordy 281-743-3734 informing they need to relocate the sign further from the street.		
10/15/20	Cassie Stephens	Cassie Stephens	Vehicle parked too close to the stop sign, unable to safely exit the subdivision.	1 Hilshire Grove	Cassie sent an email to the homeowners asking them to leave enough space for vehicles to enter and exit the subdivision.	Will continue to monitor, no further action at this time.	10/16/2020
10/15/20	Cassie Stephens	Cassie Stephens	Political sign in ROW	Hickory Shadows Park	Cassie removed the sign and stored at City Hall	No further action required.	10/15/2020
10/15/20	Cassie Stephens	Cassie Stephens	Political sign in ROW	1131 Wirt Rd	Cassie removed the sign and stored at City Hall	No further action required.	10/15/2020
10/15/20	Cassie Stephens	Cassie Stephens	Subcontractor sign in a yard.	10 Hickory Shadows	Cassie called the company on the sign Pools and Landscapes 281-693-4444 and left a voicemail that the sign needs to be removed by 10/16 or it will be removed and stored at City Hall.		
10/15/20	Cassie Stephens	Cassie Stephens	Reflectors in ROW preventing proper street parking.	1229 Archley Dr	Susan will contact the homeowners, they have had a lot of nearby construction and are trying to protect the grass.		
10/15/20	Cassie Stephens	Cassie Stephens	Contractor was installing rocks in the drainage ditch. There were rocks here before but unsure what work they are doing now.	1327 Friarcreek Ln	Cassie asked Javier to review previous photos of the area to compare to current conditions.		

## Disbursements Presented to Council 10/20/2020

<b>-</b>	1			1	
PROFESSIONAL SERVICE:	UTILITY	ANT NOTE	METRO	GEN FUND	FYE
					2020
AMEGY CREDIT CARD				\$ 663.07	
					2020
PETTY CASH				\$ 106.75	2020
					2020
MUNICODE				\$ 2,742.41	2020
					2020
MUNICODE				\$40.00	2020
					2020
FORTINET - 3 YR				\$ 1,843.23	2020
					2021
TML INTERGOVERNMENTAL RISK POOL				\$ 4,012.08	2021
					2020
OLSON & OLSON				\$ 1,562.50	2020
					2020
OFFICE DEPOT				\$ 302.01	2020
REIMBURSEMENT - SUSAN FOR					2020
CITY CELL PHONE				\$ 600.00	2020
REIMBURSEMENT - SUSAN FOR					2020
MILEAGE				\$ 110.40	2020
					2020
ROBERT BLEVINS - SERVER				\$ 300.00	2020
					2020
ROBERT BLEVINS - REMOTE ACCESS				\$ 420.00	2020
					2020
BBG CONSULTING				\$ 2,500.00	2020
					2020
HDR ENGINEERING				\$ 13,972.06	2020
					2020
USIC	\$ 185.40				2020
					2020
INFRAMARK	\$ 6,566.22	]			2020
FVE 2222	<b>*</b> • • • • • • • • • • • • • • • • • • •				]
FYE 2020	\$ 6,751.62			\$25,162.43	1
FYE 2021 TOTAL	¢ 6 754 60	¢	¢	\$4,012.08	
IOTAL	\$ 6,751.62	\$ -	\$ -	\$ 29,174.51	

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ACCOUN	Γ SUMMARY
Account Number XXXX XXXX XXXX 1719	Previous Balance \$420.72
Credit Limit \$2,000.00 Available Credit \$1,244.00	Payments \$0.00 Credits \$0.07
Statement Closing Date October 06, 2020 Payment Due Date October 26, 2020	Other Charges \$0.00
Amount Past Due \$0.00  Min Payment Due \$30.00	Cash Advances         \$0.00           Finance Charges         \$0.00           New Balance         \$663.07
Days in Billing Cycle	and products some and a supplication of the product of the state of

			TRANSACTIONS	of a delicate which sends out the new markets are sended from the ten-	
Trans		Number	Transaction Description		Amount
Date 09/10 09/15 09/17 09/18 09/23 09/23	09/15 2424809L 09/17 2469216L 09/18 7476800L 09/23 2469216L 09/23 2469216L	E2XZYSBJA KS66MK80D M2XP79YZ3 RBKDRS4S9 V2XRYBHNZ V2XRYBHR1 V2XRYE1GL	MERRY MAIDS HOUSTON HOUSTON SIGN COMPANY TEXAS MUNICIPAL LEAGUE PAYMENT - THANK YOU MERRY MAIDS HOUSTON MERRY MAIDS HOUSTON TEXAS MUNICIPAL LEAGUE	713-364-0094 TX 713-364-0094 TX	\$92.01 \$189.05 \$60.00 -\$420.72 \$92.01 \$155.00 \$75.00

Finance Charge Summary	Daily Periodic Rate (May Vary)	Total Finance Charge	Balance Subject to Finance Charge	Annual Percentage Rate
Purchase	0.02526%	\$0.00	\$0.00	9.25%
Cash Advances	0.03619%	\$0.00	\$0.00	13.25%

See Reverse Side for Important Information About Your Account.

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PAGE 1 of 2

1 2 5398 0000 ABBS 01AA5543

2934

## AmegyBank

P 0 BOX 30833 SALT LAKE CITY UT 84130-0833

For prompt credit, mail payment to location shown below.
Payment sent to any other location may delay crediting your account.
Please detach this portion and return it with your payment to ensure proper credit.

Make Checks Payable to:

PAYMENT INFORMATION			
Account Number	xxxx xxxx xxxx 1719		
Payment Due Date	10/26/20		
New Balance	\$663.07		
Minimum Payment Due	\$30.00		
Past Due Amount	\$0.00		
Cash Enclosed			
Total Payment Amount			

2934 R21

## INVOICE

# merry maids.

Date: 09/18/2020

Work Order No: WO-72081226

10611 Harwin Dr. Suite 400 Houston, TX 77036 713-541-4167 custsrv4411@merrymaids.net

BILL TO:

CASSIE STEPHENS 8301 WESTVIEW DR HOUSTON, TX 77055-6743 Service Address:

Cassie Stephens 8301 Westview Dr Houston, TX 77055-6743

Description of Service	Service Date	Fee Amount
Regular Cleaning	09/08/2020	\$92.01
***************************************	Sales Tax	\$0.00
***************************************	Total Amount	\$92.01

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Houston Sign Company www.houstonsign.com

5801 Chimney Rock Road Houston, TX 77081 (713) 662-3123 INV-58668

Payment Terms: Cash Customer

Created Date: 9/14/2020

**DESCRIPTION:** Reorder: Construction Notice Yard Signs

Bill To: City of Hilshire Village

8301 West View Houston, TX 77055

US

Pickup At: Houston Sign Company

5801 Chimney Rock Road Houston, TX 77081

US

Ordered By: Cassie Stephens

Email: cassie.stephens@hilshirevillagetexas.com

Work Phone: (713) 973-1779 Tax ID: 742162965 Salesperson: Nathan Olinger

Email: nathan@houstonsign.com

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	24x18" SS Coroplast	30	\$4.68	\$0.00	\$140.40
1.1	Coro - 4 mil White -				
	Part Qty: 1 Width: 24.00" Height: 18.00" Sides: 1				
2	Wire Stakes	30	\$1.6217	\$0.00	\$48.65
2.1	Wire Stake 30" -				
	Part Qty: 1		Sul	ototal:	\$189.05

 Subtotal:
 \$189.05

 Taxable Amount:
 \$0.00

 Taxes:
 \$0.00

 Grand Total:
 \$189.05

 Amount Paid:
 \$0.00

 BALANCE DUE:
 \$189.05

Appherry Amegy CC

# ORDER CONFIRMATION

# Texas Municipal League

TML \* 1821 Rutherford Lane, Suite 400 \* Austin, TX 78754-5128 \* Phone (512) 231-7400

**Order Date** 9/16/2020

Bill To Cassie Stephens

Payment Method Visa \*\*\*\*\*\*\*\*\*1719

Name on Card Cassie Stephens

Ship To Cassie Stephens

8301 Westview Dr

Houston, TX 77055-6737

Item	Quantity	Price	Total
GFOAT Dues	1	60.00	60.00

A confirmation is being sent to: cassie.stephens@hilshirevillagetexas.com

Send another copy to

Send

# RECEIPT

# merry maids.

Date: 10/16/2020

Work Order No: WO-64050906

10611 Harwin Dr. Suite 400 Houston, TX 77036 713-541-4167 custsrv4411@merrymaids.net

BILL TO:

CASSIE STEPHENS 8301 WESTVIEW DR HOUSTON, TX 77055-6743 Service Address: Cassie Stephens 8301 Westview Dr Houston, TX 77055-6743

Description of Songico	Service Date	Fee Amount
Description of Service	09/21/2020	\$92.01
Regular Cleaning	Sales Tax	\$0.00
	Total Amount	\$92.01
	Amount Received	\$92.01

©2020 Merry Maids L.P. All Rights Reserved

Invoice Name Inv-84019393 Window Cleaning Receipt

Invoice Date 9/21/2020

Amount \$155.00

Sub Total \$155.00

Taxable Subtotal \$155.00

Sales Tax Rate 0.000000

Sales Tax 0.00

Total Amount \$155.00

Applied Amount \$155.00

Applied Coupons \$0.00

Amount Due \$0.00

Revenue

Gross Revenue \$155.00

Cancelled Revenue Info

Cancelled Gross Revenue \$0.00

Cancelled Net Revenue \$0.00

# **Susan Blevins**

From: postmaster@tml.org

Sent: Tuesday, September 22, 2020 11:03 AM

To: Susan Blevins

Subject: TML Order Confirmation



Dear Susan,

Thank you for your order!

Here are the details of your order. Please retain this email for your records.

Order Date: Sep 22, 2020 11:00 AM

Bill To: Susan Blevins Order Total: 75.00

Payment Method: Visa \*\*\*\*\*\*\*\*1719

Name on Card: City of Hilshire Village-Susan Blevins

Item	Price	Qty	Total
GFOAT Dues	75.00	1	75.00
	Item Tot	al	75.00
	Shippir	ng	0.00
	Handlir	ng	0.00
Item	Grand Tot	al	75.00
Transaction	<b>Grand Tot</b>	al	75.00

Thank you again for your support!

Texas Municipal League | 1821 Rutherford Lane, Suite 400 | Austin, TX 78754 | Phone: 512-231-7400

# City of Hilshire Village Texas 8301 Westview Houston, Texas 77055

# **CHECK REQUEST**

\$250.00

	PETTY C	ASH SHOULD BE	\$250.00		
DATE:	9/30/2	20			
TO:	SUSAN B	LEVINS			
	PETTY C	ASH			
REQUES	TED BY:	SUSAN BLEV	/INS		
ACCOUN	T NAME	Money Makers Fl	ags City Hall Operation	s <u><b>56520</b></u> AMOUNT	\$88.75
ACCOUN	TNAME	Kroger	City Hall Operation	s <u><b>56520</b></u> AMOUNT	\$18.00
ACCOUN	TNAME			AMOUNT	\$0.00
ACCOUN	TNAME			AMOUNT	
ACCOUN	T NAME			AMOUNT	
ACCOUN	T NAME			AMOUNT	
ACCOUN	T NAME			AMOUNT	
				TOTAL AMOUNT	\$106.75
			ΔΙΙΓ	DITED BY	
ate of Invoice		Date of Check			
neck Number	C	heck Amount	DAT	E	9/2/2020
			AMO	DUNT IN PETTY CASI	\$143.25
ccount Number	A	ccount Name			
Signatory #1	C	K Signatory #2			
	Initiato	or's Notes and Initials			

# INVOICE

# Money Makers Flags

1517 BLALOCK HOUSTON, TX 77080 713-461-1153 FAX 713-468-7513 e-mail flags.flags.flags@att.net www.moneymakersflags.com

BILL TO: CITY OF HILSHIRE VILLAGE 8301 WESTVIEW DR HOUSTON, TX 77055 713-973-1779

SHIP TO:

Salesperson:		JORGE	Date of order:	9/29/2020	
Payment term	s:	DUE UPON RECEIPT	Date order shipped:		
Method of ship		CUSTOMER PICKUP	FOB point:	HOUSTON	
Invoice numb		10814	Invoice date:	9/29/2020	
Order number		CASSIE			
Oraci Horrisci	,•				
ITEM NO.	QTY.	DESCRI	PTION	PRICE EACH	AMOUNT
		3 X 5' 2-PLY POLY FLAGS			
	1	us		45.50	45.50
	1	TEXAS		43.25	43.25
		PAID CASH			
				Sub total	88.75
			Sh	nipping & handling:	
		ior knowledge of	311	Sub total:	88.75
we are not re	sponsible i	for knowledge of	Tax rate: T/E	Tax:	0.00
		ng flags, poles,		ous amount owing:	
panners, or pe	ennants in	your ciry.	11041	***Less: Credit	
		THANK YOU!	V	ou pay this amount:	88.75



# municode

P.O. Box 2235 Tallahassee, FL 32316 info@municode.com 800.262.2633

### Bill To:

Hilshire Village, Texas Susan Blevins 8301 Westview Houston, TX 77055-

Invoice Number	00348516
Invoice Date	9/30/2020
PO Number	
Customer ID	10-12062
Payment Terms	Net 30

Quantity	Description	Unit Price	Extended Price
138	SUPPLEMENT PAGES	\$17.880	\$2,467.44
12	NO CHARGE PAGES	\$0.000	\$0.00
19	IMAGES,GRAPHS & TABULAR MATTER	\$10.000	\$190.00
1	FOLIO UPDATE FEE	\$75.000	\$75.00
1 COPY OF SUPF			
		Tota	al Credit
	LESS CREDIT ON ACCOUNT		\$0.00

Would you like to receive future invoices via email? Please send an email to **finance@municode.com** to enroll in emailed invoices! Please include your Customer ID and the email address(es) you would like to be included in future invoices.

**EFT Payment Instructions** 

Bank Name: Hancock Whitney Bank ABA Routing Number: 0210-5205-3

Account Number: 22937310
Account Name: Municipal Code Corporation

Check Payment Instructions
Payee: Municode
Mailing Address: PO Box 2235
Tallahassee, FL 32316-2235
FEIN: 59-0649026

732.44
\$0.00
\$9.97
\$0.00
742.41



Page 1



P.O. Box 2235 Tallahassee, FL 32316 info@municode.com · 800.262.2633

### Bill To:

Hilshire Village, Texas Susan Blevins 8301 Westview Houston, TX 77055-

Invoice Number	00348541
Invoice Date	9/30/2020
PO Number	
Customer ID	10-12062
Payment Terms	Net 30

Quantity	Description	Unit Price	Extended Price
8	EXTERNAL LINKING	\$5.000	\$40.00
PART OF SUPPL	EMENT 24		
		Tota	l Credit
	LESS CREDIT ON ACCOUNT	The second secon	\$0.00

Would you like to receive future invoices via email? Please send an email to **finance@municode.com** to enroll in emailed invoices! Please include your Customer ID and the email address(es) you would like to be included in future invoices.

**EFT Payment Instructions** 

Bank Name: Hancock Whitney Bank

ABA Routing Number: 0210-5205-3 Account Number: 22937310

Account Name: Municipal Code Corporation

Check Payment Instructions
Payee: Municode
Mailing Address: PO Box 2235
Tallahassee, FL 32316-2235
FEIN: 59-0649026

Subtotal	\$40.00
Discount	\$0.00
Freight	\$0.00
Тах	\$0.00
Total	\$40.00



Remit to: Solid IT Networks, Inc. P.O. Box 227302 Dallas, TX 75222-7302

# Invoice

Date	Invoice #
9/30/2020	2656

# Bill To City of Hilshire Village

8301 Westview Houston TX 77055 United States

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	n	w	p		~
•	ш				v

City of Hilshire Village 8301 Westview Houston TX 77055 United States

Terms	Due Date	Customer PO #	Created From
Net 30	10/30/2020	HV-SB-20-94	Sales Order #1741

Products & Other Charges	Description	Qty	Rate	Amount
FWF-40F-A-BDL950-36	FORTIWIFI 40F H W + 3YR 24X7 FORTICARE	1	1,070.50	1,070.50
FC-10-W040F-131- 02-36	FORTIWIFI 40F 3YR FORTIGATE CLD	1	217.73	217.73
SRV-SIT-NW-INSTALL	MGMT ANA Network Installation	1	555.00	555.00
	281 445 0605 avt 1023			
ALH INIO -	receivable@solidit.com, 281-445- 9695 ext. 1023 Solid IT Networks, Inc. 20077828, Routing: 114000093		Total	\$1,843.23



\*\*\*PLEASE REMEMBER TO REGISTER YOUR CONTRACT REGISTRATION CODE\*\*\*

# Service Entitlement Summary

Date : September 30, 2020

Purchase Order Number : 3508746801 Contract Registration Code : 2875SR085310

# Support / Maintenance / Subscription Services Included

Qty	Part Number	Description
1	FC-10-W040F-131-02-36	3 Years coverage for FortiWifi 40F include: FortiCloud Service Standard Service

# **BILLING STATEMENT**

Questions? Please contact Carol Platt at cplatt@tmlirp.org or extension 2415

Texas Municipal League Intergovernmental Risk Pool 1821 Rutherford Lane, First Floor Austin, Texas 78754 (512) 491-2300 • (800) 537-6655

City of Hilshire Village Attn: Susan Blevins 8301 Westview Houston, Texas 77055-6862 Statement Date
Due Date
Contract Number

10/01/2020 **DUE UPON RECEIPT** 6582

# **New Charges Detail**

10/01/2020	Workers' Comp	\$578.00
10/01/2020	Real & Personal Property	\$1,520.00
10/01/2020	Law Enforcement Liability	\$716.00
10/01/2020	Automobile Liability	\$66.00
10/01/2020	General Liability	\$484.00
10/01/2020	Errors & Omissions Liability	\$832.00
Subtotal - Co	ontribution Installment	\$4,196.00
Subtotal - Co	ontribution Changes	\$0.00
09/10/2020	Return of Equity - Workers' Comp	(\$37.00)
09/10/2020	Return of Equity - Liability	(\$63.00)
10/01/2020	Pre-Payment Discount - Errors and Omissions Liability	(\$16.64)
10/01/2020	Pre-Payment Discount - Automobile Liability	(\$1.32)
10/01/2020	Pre-Payment Discount - Real and Personal Property	(\$30.40)
10/01/2020	Pre-Payment Discount - Law Enforcement Liability	(\$14.32)
10/01/2020	Pre-Payment Discount - Workers' Comp	(\$11.56)
10/01/2020	Pre-Payment Discount - General Liability	(\$9.68)
	her Charges / (Credits)	(\$183.92)
Grand Total	- New Charges / (Credits)	\$4,012.08

Account Recap	
Balance from Previous Statement:	\$0.00
Total Payments Received:	\$0.00
Total New Charges / (Credits):	\$4,012.08
Balance:	\$4,012.08

CONTINUED ON NEXT PAGE...

Olson & Olson LLP Wortham Tower, Suite 600 2727 Allen Parkway Houston, Texas 77019-2133 (713) 533-3800

October 7, 2020

City of Hilshire Village 8301 Westview Drive Houston, Texas 77055

10082 Invoice No. 1057-00000 Our File No. Billing Through: 9/30/2020

## City of Hilshire Village

Total Legal Services Total Reimbursable Expenses	\$1,562.50 \$.00
Net Balances Forward	\$.00
Total Charges for this Bill	\$1,562.50
Total Balance Now Due	\$1,562.50

# Olson & Olson LLP

Wortham Tower, Suite 600 2727 Allen Parkway Houston, Texas 77019-2133 (713) 533-3800

October 7, 2020

City of Hilshire Village	Invoice No.	10082
8301 Westview Drive	Our File No.	1057-00000
Houston, Texas 77055	Billing Through:	9/30/2020

# City of Hilshire Village

Balance for	rward as of inv	voice 9/4/2020	\$1,512.		
	received since	e last invoice	(\$1,512.5	00	
Net Balanc	e Forward		<b>3</b> .	.00	
9/9/2020	LSB		0.50 hrs	250 / hr	125.00
		Work on revisions to meeting agenda; email suggested changes agenda and public hearing notice to S. Blevins [.5].			
9/10/2020	LSB		0.10 hrs	250 / hr	25.00
		Attention to emails re agenda [.1].			
9/14/2020	LSB		0.10 hrs	250 / hr	25.00
9/14/2020	LOD	Received telephone call S. Blevins re meeting issues [.1].			
9/15/2020	LSB		2.00 hrs	250 / hr	500.00
		Prepare for and attend city council meeting [2].			
9/16/2020	LSB		0.60 hrs	250 / hr	150.00
3/10/2020		Telephone conference S. Blevins re City Council meeting - easement, zoning, and personnel matters [.4] review utility easement documents; email E. Him and S. Blevins re same [.2].			
9/17/2020	LSB		0.30 hrs	250 / hr	75.00
		Review agendas for meetings; email proposed changes; email S. Blevins re conduct of meeting [.3].			

Olson & O	Ison LLP				Page: 2
9/18/2020	LSB	Review tax rate ordinance and agenda; email comments to S. Blevins [.1] Received telephone call S Blevins re agendas [.2] Received telephone call S. Blevins re agenda [.1].	0.40 hrs	250 / hr	100.00
9/18/2020	JDP	Communications regarding and review of Tax Rate Ordinance [0.5].	0.50 hrs	. 185 / hr	92.50
9/24/2020	LSB	Review County's proposed changes to City's flood hazard regulations and subdivision ordinances; draft proposed ordinance implementing changes and email to S. Blevins [1].	1.00 hrs	250 / hr	250.00
9/25/2020	LSB	Attention to utility easement issue; Received telephone call J. Namie re difficulty in finding; receive document from J. Namie; review and forward to E. Him; email client re city easement [.4].	0.40 hrs	250 / hr	100.00
9/25/2020	JN	Perform deed research to find the conveyance instrument that granted the City a 10' utility easement.	1.20 hrs	100 / hr	120.00
	Total fees	for this matter			\$1,562.50
	Total				\$1,562.50

# Office DEPOT, Inc.

Office Depot, Inc PO BOX 630813 CINCINNATI OH 45263-0813

FEDERAL ID: 59-2663954

BILL TO:

ATTN: ACCTS PAYABLE CITY OF HILSHIRE VILLAGE 8301 WESTVIEW DR HOUSTON TX 77055-6737

Haallaallaadabhallalaalalalaallaaadhaadh

THANKS FOR YOUR ORDER

ITANKS TOK TOOK OKDER

IF YOU HAVE ANY QUESTIONS

OR PROBLEMS. JUST CALL US

FOR CUSTOMER SERVICE ORDER: (888) 263-3423

FOR ACCOUNT: (800) 721-6592

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
122436575001	302.01	Page 1 of 2
INVOICE DATE	TERMS	PAYMENT DUE
09-SEP-20	Net 30	15-OCT-20

SHIP TO:



CITY OF HILSHIRE VILLAGE 8301 WESTVIEW DR HOUSTON TX 77055-6737

ACCOUNT NUMBER PURCHASE 46999175			SHIP TO ID 8301WESTVIEWDR ORDERED BY			ORDER NUMBE 12243657500 DESKTOP		ORDER DAT	DATE SHIPPED DAT -20 09-SEP-20 COST CENTER	
BILLING ID ACCOUN	NT MANAGER	RELEASE	CASSIE ST			DESKIOP				
217641 CATALOG ITEM #/ MANUF CODE	-	DESCRIPTION/ CUSTOMER ITE		U/M	QTY		QTY B/O		UNIT PRICE	EXTENDED PRICE
488018 1989		PAPER,COPY,10-1 488018	REAMS/CA,W	CA	1	1	0		29.990	29.99
1220410 676AYPV		TABS 5/8-40pk-AQ 1220410	ı, YL, PK,	EA	2	2	0		6.090	12.18
925971 686-PGO		FLAGS,INDEX,DU 925971	RABLE,3PK,F	PK	2	2	0		3.430	6.86
138225 680-PGOP2		FLAGS,POST IT,4,	/PK,BRIGHT	PK	2	2	0		6.470	12.94
175809 ODP77148		ENVELOPE,#10,SI 475809	EC,C/S,250BX	вх	2	2	0		6.760	13.52
579347 ODP77159		ENVELOPE,#8,2W 679347	/IN,SEC,C/S,2	ВХ	1	1	0		28.690	28.69
63620 5163		LABEL,LSR,SHIP,V 463620	WHT,1000CT	ВХ	1	1	0		19.120	19.12
643280 543280		MANILA FF,LTR,1/ 543280	3 CUT	вх	1	1	0		4.490	4.49
75144 3585414706		DIVIDERS,TOC,A- 475144	Z,MULTICOL	ST	3	3	0		1.660	4.98
84488 0263B001AA		CARTRIDGE,TNR, 984488	,104,BLK	EA	1	1	0		76.360	76.36
81692 CN045AN#140		INK,HP,950,XL,BL/ 781692	ACK	EA	1	1	0		36.820	36.82
81602 CR314FN#140		INK,HP,951,COMB 781602	O,ALL	PK	1	1	0		56.060	56.06

To ensure timely and accurate application of your payment, please include the following on your remittance: account number, invoice number, and the amount you are paying for each invoice.

# Office DEPOT, Inc.

Office Depot, Inc PO BOX 630813 CINCINNATI OH 45263-0813

FEDERAL ID:59-2663954

BILL TO:

ATTN: ACCTS PAYABLE CITY OF HILSHIRE VILLAGE 8301 WESTVIEW DR HOUSTON TX 77055-6737

## ORIGINAL INVOICE

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS OR PROBLEMS. JUST CALL US

FOR CUSTOMER SERVICE ORDER: FOR ACCOUNT: (888) 263-3423 (800) 721-6592

NT DUE   PAGE NUMBER
2.01 Page 2 of 2
RMS PAYMENT DUE
130 15-OCT-20

SHIP TO:



CITY OF HILSHIRE VILLAGE 8301 WESTVIEW DR HOUSTON TX 77055-6737

ACCOUNT NUMBER PURCHASE		SHIP TO II			ORDER NU 12243657		ORDER D	20	SHIPPED DATE 09-SEP-20
BILLING ID ACCOUNT MANAGER R	ELEASE	ORDERED BY			DESKTOP			COST	CENTER
CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM	#	U/M TAX	QTY		QTY B/O		PRIC	

302.01 SUB-TOTAL 0.00 DELIVERY 0.00 SALES TAX 302.01 All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

	<b>A</b>	DETACH HERE	<b>A</b>			
CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE	AMOUNT	ENCLOSED
CITY OF HILSHIRE VILLAGE	217641	122436575001	09-SEP-20	302.01		

002176410 1224365750012 00000030201 1 4 FLO

Please Send Your Check to:

OFFICE DEPOT, INC. PO Box 660113 Dallas TX 75266-0113 Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

City of Hilshire Village Texas 8301 Westview Houston, Texas 77055

# **CHECK REQUEST**

DATE:	9/30/20					
TO:	SUSAN BLE	VINS			-	
					-	
REQUES	STED BY:		SUSAN BLEVINS			
ACCOU	NT NAME	City Coun	cil/City Admin		AMOUNT_	\$600.00
ACCOU	NT#	56551				
	Cell phone 04-01-20 - 0		ths @\$100.00 pe	r month - apj	proved in the	budget

TOTAL AMOUNT \$600.00

# SUSAN BLEVINS MILEAGE LOG

		6	57.5
10/2/19	VMIG Meeting - Fire Department	6	57.5
10/0/19	Batteries & Bulbs	5	
10/3/19	Bank	2	57.5
10/9/19	Bank	2	57.5
10/10/19	Drive thru City	3	57.5
10/11/19	Bank	2	57.5
10/11/19	Deliver Council Packets	3	57.5
10/11/19	Office Depot	4	57.5
10/25/19	Lowes	2	57.5
10/26/19	Hedwig - Shred Day	25	57.5
10/28/19	Drive thru City	3	57.5
	VMIG Meeting - Fire Department	6	57.5
10/28/19		2	57.5
11/1/19	Bank  WANG Massian Fire Department	6	57.5
11/4/19	VMIG Meeting - Fire Department	3	57.5
11/7/19	Deliver Board of Adjustment Packet	2	57.5
11/12/19	Bank	3	57.5
11/15/19	Deliver Council Packets	6	57.5
11/18/19	Inframark Meeting	2	57.5
11/22/19	Bank	2	57.5
12/6/19	Bank	2	57.5
12/13/19	Bank	3	57.5
12/13/19	Deliver Council Packet	3	57.5
12/13/19	Drive thru City	2	57.5
12/18/19	Bank		
12/30/19	Bank	2	57.5
1/6/20	Bank	2	57.5
1/0/20	Altex	6	57.5
1/0/20	Kroger	2	57.5
1/17/20	Drive thru City	3	57.5
1/17/20	Bank	2	57.5
1/17/20	Deliver Council Packet	3	57.5
1/20/20	Post Office	2	57.5
1/23/20	Bank	2	57.5
	Bank	2	57.5
2/7/20	Drive thru City	3	57.5
2/18/20		2	57.5
2/20/20	Post Office	2	57.5
2/31/20	Bank	2	57.5
3/4/20	Bank	2	57.5
3/6/20	Bank	3	57.5
3/9/20	Drive thru City	2	57.5
3/13/20	Bank	3	57.5
3/13/20	Deliver Council Packet	2	57.5
3/20/20	Bank		57.5
4/9/20	Bank	2	57.5
4/17/20	Bank		57.5
4/27/20	Starbucks buy gift cards	3	
4/27/20	Village Fire Department	6	57.5
4/27/20	SVPD	2.5	57.5
5/6/20	1323 Pine Chase	1	57.5
5/17/20	1323 Pine Chase	1	57.5
6/24/20	Deliver TCEQ Sample Bottles	3.5	57.5
6/25/20	Pick-up TCEQ Sample Bottles	3.5	57.5
6/25/20	Pick-up TCEQ sample Bottles	3.5	57.5
	Drive thru City	3	57.5
7/8/20		3	57.5
8/11/20	Drive thru City	3	57.5
9/3/20	Drive thru City	6	57.5
9/3/20	Hunters Creek - Crystal Go away party	3	57.5
9/24/20	Drive thru the City look at drainage after rain		57.5

\$110.40

ROBERT BLEVINS 8405 ACHGILL HOUSTON, TEXAS 77040

INVOICE # 09-352

INVOICE DATE: 09-30-20

CITY OF HILSHIRE VILLAGE

8301 Westview

BILL TO:

Houston, Texas 77055

SERVICES PROVIDED

Research replacement server and work with vendor on solution

Initial Server Setup and Configuration
Resolved Microsoft license issue and problem with Microsoft License Portal
Update server BIOS and Drivers
Configure Disk Array for RAID 10
Installed Microsoft Windows Server and performed Windows Updates
Install Trend Micro Worry-Free Business Security
Setup Active Directory and DNS
Install Sage/Peachtree Complete Accounting
Setup User accounts on the New Server

TOTAL HOURS 5 HOURS @

\$60.00/HOUR =

\$300.00

TOTAL

\$300.00

ROBERT BLEVINS 8405 ACHGILL HOUSTON, TEXAS 77040

INVOICE # 09-350

INVOICE DATE: 09-25-20

CITY OF HILSHIRE VILLAGE 8301 Westview

BILL TO:

Houston, Texas 77055

SERVICES PROVIDED

3/17/20 Set up remote access capabilities on server and two desktop computers

Supported and resolved several issues with remote access, video resolution, file access with the current remote access solution throughout the past several months

Research new remote access using a Firewall and VPN Solution.

TOTAL HOURS 5 HOURS @ \$60.00/HOUR = \$300.00

Resolved remote access problems after AT&T changed network modem

TOTAL HOURS 2 HOURS @ \$60.00/HOUR= \$120.00

TOTAL

\$420.00

BBG Consulting, Inc. 5925 Almeda Rd, Unit 11406 Houston, TX 77004 US (972) 746-6671 ktaylor@bbgcode.com www.bbgcode.com



# INVOICE

**BILL TO** 

Susan Blevins City of Hilshire Village 8301 Westview Houston, TX 77055 DATE DESCRIPTION # RATE FEE

09/30/2020 Building Official Services Monthly Contract 1 2,500.00 2,500.00

Please note our new mailing address

**BALANCE DUE** 

\$2,500.00

BBG Consulting, Inc. 5925 Almeda Rd #11406 Houston, TX 77004



	MENT !	NA F	Hilshire Village	
#	Permit	Date	Address	Inspection
1	HV-18-099P	9/2/2020	1217 Pine Chase Dr	Plumbing Final
2	HV-18-099F	9/2/2020	1217 Pine Chase Dr	Perimeter Fence Final
3	HV-20-005G	9/2/2020	1217 Pine Chase Dr	Generator Final
4	HV-20-075E	9/3/2020	6 Hilshire Grove Ln	Electrical Meter Release
5	HV-19-068P	9/3/2020	7915 S Villa Ct	Gas Test
6	HV-18-099M	9/10/2020	1217 Pine Chase Dr	HVAC Final
7	HV-18-099B	9/10/2020	1217 Pine Chase Dr	Building Final
8	N/A	9/11/2020	8009 Anadell	Parking Pad Consultation
9	HV-20-074F	9/16/2020	12 Hickory Shadows	Fence Final
10	HV-18-066P	9/16/2020	2 Pine Creek	Plumbing Final
11	HV-19-068M	9/16/2020	7915 S Villa Circle	HVAC Rough In
12	HV-20-046F	9/16/2020	8108 Bromley	Fence Section Replacement Final
13	HV-20-057F	9/16/2020	8116 Bromley	Fence Section Replacement Final
14	HV-18-066P	9/17/2020	2 Pine Creek	Plumbing Final
15	HV-18-066P	9/17/2020	2 Pine Creek	GTO
16	HV-20-081M	9/21/2020	5 Hilshire Oaks Ct	HVAC Replacement Final
17	HV-20-034B	9/23/2020	7906 N Villa Ct	Wind Straps
18	HV-18-099M	9/24/2020	1217 Pine Chase Dr	HVAC Final
19	HV-18-099B	9/24/2020	1217 Pine Chase Dr	Building Final (Occupancy)
20	HV-20-034B	9/30/2020	7906 N Villa Ct	Nail Pattern
21	HV-20-059B	9/30/2020	1330 Glourie Dr	Pre-Construction Inspection
(2001)	TOTAL STORY		PLAN REVIEW	
1	7906 N	Villa Ct	Truss Plans and Calculations	The second section is a second
2		ourie Dr	Generator	
3	24 Hickory	Shadows	Pool	The state of the s

	Hilshire Village Job Site	Maintenance 9.07.2020
Remodel - Kitchen	1023 Ridgeley Dr	No violations noted
Accessory Bldg Remodel	1111 Guinea Dr	No violations noted
New Construction	1220 Archley Dr	Warning given: grass height above city ordinance; please cut grass.
New Construction		Please dispose of trash and debris into trash container and clean
		property of trash.
New Construction	1217 Pine Chase Dr	No violations noted
No construction yet, watch grass length	1226 Glourie Dr	Need to clean up pile of debris and cut grass to maintain control of
ito construction yes, treater grant g		Vermin, snakes and insects.
No construction yet, watch grass length	1306 Glourie Dr	No violations noted
Remodel	2 Pine Creek Ln	No violations noted
Remodel	8302 Creekstone Cir	No violations noted
New Construction	1306 Bridle Spur St	Warning given: Repair Falling Vinyl and Fencing
Interior Remodel	14 Hilshire Grove Ln	No violations noted
New Construction	7906 N Villa	No violation noted
New Construction	7915 S Villa	No violation noted
New Home	1330 Glourie	Starting soon
New Home	Hilshire Village Job Site	Maintenance 9.13.2020
Remodel	2 Pine Creek Ln	No violations noted
Remodel	8302 Creekstone Cir	No violations noted
New Construction	1306 Bridle Spur St	9/13: no violations
	1220 Archley Dr	9/13: no changes since last week; violation given for: grass height
New Construction	1220711011107	above city ordinance; please cut grass. Please dispose of trash and
		debris into trash container and clean property of trash.
A Demodel	1111 Guinea Dr	No violations noted
Accessory Bldg Remodel	1023 Ridgeley Dr	No violations noted
Remodel - Kitchen	1217 Pine Chase Dr	No violations noted
New Construction	1226 Glourie Dr	9/13: no changes
No construction yet, watch grass length	1306 Glourie Dr	9/13: no violation noted
No construction yet, watch grass length	1330 Glourie Dr	Starting Soon
New Home	14 Hilshire Grove Ln	No violations noted
Interior Remodel	14 mismic drove en	Warning given to repair silt fencing and fencing must run all around
	7906 N Villa	jobsite
New Construction	7915 S Villa	No violations noted
New Construction		THE VICIOUS ASSESSMENT
Hilshire Village Job Site Maintenance 9/20/20	2 Dine Crook In	No violations noted
Remodel	2 Pine Creek Ln 8302 Creekstone Cir	No violations noted
Remodel	1306 Bridle Spur St	9/20: Mud in the street and right-of-way. Must keep right of way
New Construction	1306 Bridle Spui St	clean from mud. **warning**
	1220 Archley Dr	Violation given for: grass height above city ordinance; please cut
New Construction	1220 Archiey Di	grass and dispose of trash and debris into trash container and clean
		debris from property .
011.0	1111 Guinea Dr	No violations noted
Accessory Bldg Remodel	1023 Ridgeley Dr	No violations noted in front or side of property
Remodel - Kitchen		No violations noted
New Construction	1217 Pine Chase Dr	Violation given to clean up pile of debris and cut grass to maintain
No construction yet, watch grass length	1226 Glourie Dr	control of Vermin, snakes and insects.
		9/7: no changes
		9/13: no changes
		9/20: no changes
	1220 Clausia Dr	Have not begun construction
New Home	1330 Glourie Dr	No violations noted
Interior Remodel	14 Hilshire Grove Ln	No violations noted
New Construction	7906 N Villa	No violations noted
New Construction	7915 S Villa	No violations noted  No violations noted
No construction yet, watch grass length Hilshire Village Job Site Maintenance 9/27/20	1306 Glourie Dr	INO VIOLENCES

Remodel/	8302 Creekstone Cir	No violations noted
New Construction	1306 Bridle Spur St	No violations noted
New Construction	1220 Archley Dr	Cleaned up job site, no violations
Accessory Bldg Remodel	1111 Guinea Dr	No violations noted
Remodel - Kitchen	1023 Ridgeley Dr	No violations noted
No construction yet, watch grass length	1226 Glourie Dr	No changes
New Home	1330 Glourie Dr	Starting Soon
Interior Remodel	14 Hilshire Grove Ln	No violations noted
New Construction	7906 N Villa	No violations
New Construction	7915 S Villa	No violations
No construction yet, watch grass length	1306 Glourie Dr	No violations, watch grass height



# Invoice

Please send remittance with copy of invoice to HDR, Inc.

US Engineering Accounts Receivable P. O. Box 74008202

Chicago, IL 60674-8202

susan.blevins@hilshirevillagetexas.com

City of Hilshire Village 8301 Westview

Houston, Texas 77055

Attn: Ms. Susan Blevins

1200295542 Invoice No. 9/18/2020 Invoice Date Month Ending 8/29/2020 HDR Project No. 10205865 Job No. 20-005

\$13,972.06

Professional Engineering Services provided to the City of Hilshire Village for on-going services.

Invoice for serv	ices from			08/02/20	to	08/29/20	
Miscellaneous En	gineering						
Labor	Hours	Rate	To	tal			
Efrain Him	12.00	\$247.24	\$ 2	2,966.88			
Printing: \$0 + 10%			\$	-			
Mileage:	@	\$ 0.575	\$	-			#2 0// RR
		Total:	\$ 2	2,966.88		Total This Invoice:	\$2,966.88
8002 Anadell	1000						
Labor	Hours	Rate		Total			
Efrain Him	1.00	\$247.24	_	247.24			\$247.24
		Total:	\$	247.24	A Shirt	Total This Invoice:	\$247.24
8009 Anadell							
Labor	Hours	Rate		Total			
Efrain Him	0.50		\$	123.62			\$123.62
		Total:	\$	123.62		Total This Invoice:	3123.02
24 Hickory Shado	ws.						
Labor	Hours	Rate		Total			
Efrain Him	1.00	\$247.24	\$	247.24			
Javier Vasquez	0.50	\$139.87	\$	69.94			\$317.18
		Total:	\$	317.18		Total This Invoice:	\$317.18
Hickory Shadows	Meter V	ault					
Labor	Hours	Rate		Total			
Efrain Him	3.50	\$247.24	\$				\$865.34
		Total:	\$	865.34	Sales and	Total This Invoice:	3003.34
1330 Glourie							
Labor	Hours	Rate		<u>Total</u>			
Efrain Him	6.00						
Mai Tran	8.00			765.68			
Javier Vasquez	2.00			279.74		Total This Invoice:	\$2,528.86
		Total:		2,528.86	*** . 0 6	Total This Invoice:	
North Glourie Dr			urc		Water & S	Sewer Services	
Labor	Hours	Rate		Total			
Efrain Him	3.50			865.34			
Javier Vasquez	2.50			349.68		Total This Invoice:	\$1,215.02
		Total:	\$	1,215.02		Total This Invoice:	91,213.02
1313 Pine Chase				m 1			
Labor	Hours	Rate		Total			
Efrain Him	1.00			247.24			
Javier Vasquez	1.00		_	139.87		Total This Invoice:	\$387.11
		Total:	\$	387.11		Total Tills Hivoice.	Constitution of the second

1209 Pine Chase						
Labor	Hours	Rate		Total		
Efrain Him	0.50	\$247.24	\$	123.62		
Javier Vasquez	0.50	\$139.87	\$	69.94		
	To	otal:	\$	193.56	Total This Invoice:	\$193.56
Annual Ditch Clea	aning		199			
Labor	Hours	Rate		Total		
Efrain Him	1.00	\$247.24	\$	247.24		
	To	otal:	\$	247.24	Total This Invoice:	\$247.24
1233 Archley						
Labor	Hours	Rate		Total		
Efrain Him	1.00	\$247.24	\$	247.24		
	To	otal:	\$	247.24	Total This Invoice:	\$247.24
1306 Birdle Spur						
Labor	Hours	Rate		Total		
Efrain Him	1.50	\$247.24	\$	370.86		
Javier Vasquez	1.00	\$139.87	\$	139.87		
	To	otal:	\$	510.73	Total This Invoice:	\$510.73
1331 Friarcreek						
Labor	Hours	Rate		Total		
Efrain Him	2.00	\$247.24	\$	494.48		
Javier Vasquez	2.00	\$139.87	\$	279.74		
	Te	otal:	\$	774.22	Total This Invoice:	\$774.22
7902 N Villa	SPECIAL	Wall States				
Labor	Hours	Rate		Total		
Efrain Him	2.50	\$247.24	\$	618.10		
Javier Vasquez	2.50	\$139.87	\$	349.68		00/7.70
	Te	otal:	\$	967.78	Total This Invoice:	\$967.78
7906 N Villa Cour	<u>rt</u>					
Labor	Hours	Rate		Total		
Efrain Him	2.50	\$247.24		618.10		
Mai Tran	1.50	\$95.71		143.57		
Javier Vasquez	2.75	\$139.87		384.64		\$1,146.31
	T	otal:	\$	1,146.31	Total This Invoice:	\$1,140.31
7910 N Villa						
Labor	Hours	Rate		Total		
Efrain Him	2.00	\$247.24		494.48		
Javier Vasquez	1.75	\$139.87		244.77	m . 1 m . 1	\$739.25
THE RESERVE OF THE PARTY OF THE	T	otal:	\$	739.25	Total This Invoice:	3139.23
1324 Pine Chase	HOUSE AND AND					
Labor	Hours	Rate		Total		
Efrain Him	2.00	\$247.24		494.48	Total This Invoice:	\$494.48
The state of the s	Te	otal:	\$	494.48	Total Tills invoice.	

TOTAL DUE THIS INVOICE:

\$13,972.06

- Engineering Service Codes (ESC)

  01 Services Requested by Mayor

  02 Services Requested by Member of Council
- 03 Third Party Requests Referred by City Secretary, City Attorney or Building Officia
  03.1 Code/Building Ordinance Clarifications
  03.2 Public/Property Owner Requests for Information
  03.3 Other Governmental Agency Requests for Information

	EFRAIN HIM	
DATE	TASK	HOURS
08/03/20	Coord on 1313 Pine Chase Drainage Issues (ESC 03 - SB)	1.00
08/03/20	7906 N Villa Ct Drainage Plan Amendment Review (ESC 03 - SB)	1.00
08/04/20	Coord on 1330 Gloure Drainage Plan Review (ESC 03 - SB)	1.00
08/04/20	Coord w/ City on 8002 Anadell Drainage Issues (ESC 03 - SB)	0.50
08/04/20	1233 Archley As-Built Drainage Plan Resubmittal Review (ESC 03 - SB)	0.50
08/04/20	Coord on 8009 Anadell Drainage Cover Inspection Form (ESC 03 - SB)	0.50
08/04/20	Coord on 1331 Friarcreek Proposed Patio Deck Improvements (ESC 03 - SB	1.00
08/05/20	Prep & Attend Virtual Special Council Mtg to Discuss GLO CDBG-MIT & City's Budget (ESC 01 - Mayor RH)	3.00
08/06/20	Coord on 1331 Friarcreek Proposed Patio Deck Improvements (ESC 03 - SB)	1.00
08/06/20	Coord on 1330 Glourie Drainage Plan Resubmittal Review (ESC 03 - SB)	1.00
08/06/20	7906 N Villa Ct Drainage Plan Amendment Resubmittal Review (ESC 03 - SB)	1.00
08/06/20	Coord on 1233 Archley Drainage Final Inspection Form (ESC 03 - SB)	0.50
08/07/20	Coord on 7902 N Villa Ct As-Built Drainage Inspection & Form (ESC 03 - SB)	1.00
08/07/20	Coord on 8002 Anadell Drainage Issues Assessment (ESC 03 - SB)	0.50
08/07/20	Coord on 7906 N Villa Ct Pre-Construction Inspection & Form (ESC 03 - SB)	0.50
08/07/20	Coord on Hilshire Villas S/D SWPPP Inspection and Maintenance (ESC 03 - SB)	0.50
08/07/20	Coord on 1209 Pine Chase Drive Ravine Inspection with Overgrown Landscaping (ESC 03 - SB)	0.50
08/10/20	Coord on 1330 Glourie Drive Resubmittal Review (ESC 03 - SB)	1.00
	Coord w/ City and BJ King (DonMar Grading) on Annual Ditch Cleaning and Maintenance Plan	0.50
08/10/20	(ESC 03 - SB)	2.00
08/11/20	7910 North Villa Ct As-Built Secondary Drainage Plan Review (ESC 03 - SB)	1.50
08/13/20	Coord on 7902 North Villa Ct As-Built Drainage Plan Review (ESC 03 - SB)	1.00
08/13/20	Prep of Engineer's Report for Monthly City Council Mtg (ESC 01 - Mayor RH	3.00
08/14/20	Prep of Engineer's Report for Monthly City Council Mtg (ESC 01 - Mayor RH)	0.50
08/14/20	Coord w/ City and BJ King (DonMar Grading) on Annual Ditch Cleaning and Maintenance Plan (ESC 03 - SB)	3.00
08/18/20	Prep and Attendance of Monthly City Council Virtual Mtg (ESC 01 - Mayor RH)	1.50
08/19/20	Coord on City's GIS Zoning Map for Public Records Request (ESC 03 - SB)	1.00
08/19/20	Coord on Water and Sewer Services for Holy Cross Church Replat Lots (ESC 03 - SB	2.00
08/20/20	Coord w/ City and Robert Ring (InfraMark) on 1324 Pine Chase Grove Sanitary Sewer Service Blockage and Record Drawings Information for Area (ESC 03 - SB)	
08/21/20	1330 Glourie Drive Drainage Plan Resubmittal Review (ESC 03 - SB)	2.00
	1330 Glourie Drainage Plan Resubmittal Review (ESC 03 - SB)	1.00
08/24/20	Coord on Property Corner Staking for Water and Sanitary Sewer Services for Holy Cross Church Replat	1.50
08/25/20	Properties Along Glourie Drive (ESC 03 - SB)	
00/2//20	Coord on Artificial Turf/Grass and Pavers Requirements for 24 Hickory Shadows (ESC 03 - SB)	1.00
08/26/20	Coord w/ Mr. Fnu Besmellah (TxDOT) on Hickory Shadows Meter Station Real Estate Acquisition	2.00
08/26/20	(ESC 03 - SB)	1.00
08/27/20	Coord on Water and Sanitary Sewer Services for Holy Cross Church Replat Properties	1.00
	Along Glourie Drive (ESC 03 - SB)	1.50
08/28/20	Coord w/ COH on Easement Requirements for Meter Vault Replacement in Hickory Shadows S/I	-
	(ESC 03 - SB)	1.50
08/28/20	Coord on 1306 Bridle Spur Driveway Culvert Issues (ESC 03 - SB)  Total:	43.50

	MAI TRAN	**	OUDE
DATE	TASK	н	OURS
08/03/20	1330 Glourie Drive Drainage Plan Review (ESC 03 - SB)		2.50
08/04/20	1330 Glourie Drive Drainage Plan Review (ESC 03 - SB)		1.50
08/04/20	7906 N. Villa Court Drainage Plan Review (ESC 03 - SB)		1.50
08/06/20	1330 Glourie Drive Drainage Plan Review (ESC 03 - SB)		0.50
	1330 Glourie Drainage Plan Review (ESC 03 - SB)		1.00
08/12/20	1330 Glourie Drainage Plan Review (ESC 03 - SB)		2.50
08/13/20	1350 Glodine Dramage Fran Neview (BSE 03 35)	Total:	9.50
	JAVIER VASQUEZ		
DATE	TASK	Н	OURS
	ESC 03 S. Blevins - 7906 N. Villa Ct. Drainage Plan Amendment Coordination with Engineer		0.50
08/03/20	ESC 03 S. Blevins - 1313 Pine Chase Dr. drainage coordination and correspondence		1.00
08/03/20	ESC 03 S. Blevins - 1330 Glourie Drive Drainage Plan		0.50
08/04/20	ESC 03 S. Blevins - 1331 Friarcreek Lane - Patio construction plan review and coordination		0.50
08/04/20	ESC 03 S. Blevins - 7906 N. Villa Ct. Drainage Plan Review		1.00
08/04/20	ESC 03 S. Blevins - 1331 Friarcreek Lane - Patio construction plan review and coordination		1.50
08/05/20	ESC 03 S. Blevins - 1330 Glourie Drive Drainage Plan review and coordination		0.50
08/05/20	ESC 03 S. Blevins - 7906 N. Villa Ct. Drainage Plan Review		0.50
08/05/20	ESC 03 S. Blevins - 7902 N. Villa Ct. As Built Drainage Review and Inspection		1.25
08/06/20	ESC 03 S. Blevins - 7902 N. Villa Ct. As Built Braining Review  ESC 03 S. Blevins - 7906 N. Villa Ct. Preconstruction site review		0.75
08/06/20	ESC 03 S. Blevins - 7900 N. Villa Ct. Teconstruction site reven		1.00
08/07/20	ESC 03 S. Blevins - 7910 N. Villa Ct.  ESC 03 S. Blevins - Sewer service coordination for Glourie Drive Lots		0.50
08/07/20	ESC 03 S. Blevins - Sewer service coordination for Global British ESC 03 S. Blevins - 7902 N. Villa Ct. As Built Drainage Review and Inspection		0.50
08/07/20	ESC 03 S. Bievins - 7902 N. Villa Ct. As Built Drainage Plan Review		0.75
08/10/20	ESC 03 S. Blevins - 7910 N. Villa Ct As Built Drainage Plan Review		0.75
08/10/20	ESC 03 S. Blevins - 7902 N. Villa Ct As Built Drainage Plan Review		1.00
08/11/20	ESC 03 S. Blevins - Glourie Drive Lots - Coordination with Contractor to review sewer tape		0.50
08/20/20	ESC 03 S. Blevins - Glourie Drive Lots (7901 Westview Dr) utility service coordination		1.00
08/21/20	ESC 03 S. Blevins - 1330 Glourie Drive Drainage Plan Review and Coordination		0.50
08/26/20	ESC 03 S. Blevins - Review survey staking for Glourie Lots		0.50
08/26/20	ESC 03 S. Blevins - Review drainage easement near 1209 Pine Chase		0.50
08/27/20	ESC 03 S. Blevins - Resident Coordination - 24 Hickory Shadows		1.00
08/28/20	ESC 03 S. Blevins - 1306 Bridle Spur Lane - Site visit to review culvert installation	Total:	16.50

USIC Locating Services, LLC PO BOX 713359 CINCINNATI, OH 45271 1-317-575-7849 - Office USICBilling@usicllc.com - Email



Invoice No: 400125

City of Hilshire Village TX 8301 Westview Houston, TX 77055 Attn:Susan Blevins Additional Info: HLV | TX Date of Invoice:

Due Date:

Period:

9/30/20 10/30/20 9/1/20 - 9/30/20

Grouping	Description	Quantity		Rate	Total
HLV	Per Ticket	2	\$	92.70	\$ 185.40
			Grand	d Total	\$ 185.40

of 1 Date Printed: 10/1/20

# **ØINFRAMARK**

Inframark, LLC 2002 West Grand Parkway North, Suite 100 Katy, Texas 77449 (281) 578-4200

To:

City of Hilshire Village

**Utility Department Hilshire Utilities** 8301 Westview

Houston, Texas 77055

Client ID Number	1-00121
------------------	---------

Invoice Number	1130870
Invoice Date	9/28/2020
Due Date	10/28/2020

Service Description	Total
Maintenance Services	\$6,566.22

Total

\$6,566.22 Subtotal \$0.00 Sales Tax \$6,566.22

Please Pay This Amount

Remit To: Inframark, LLC

P.O. Box 733778

Dallas, Texas 75373-3778

Please note our lockbox address has changed.

Please include the Project ID and the Invoice Number on the check stub of your payment.

Page 1 of 1

28 Sep 2020 10:33:23AM CST Go Green! Think before you print.

DISTRICT: CITY OF HILSHIRE VILLAGE

INFRAMARK, LLC

INVOICE NO. 1130870 - SUMMARY

2.00 \$46.71 4.00 \$256.66 8.00 \$164.12 4.00 \$467.49 4.00 \$629.80 2.00 \$629.80 2.00 \$629.80 33,044.50 6.00 \$0.00	が 日本の ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	Equipment		Materials/Other		
ance & Repairs \$12.00 \$46.71  ance LS1 Total \$804.00 \$256.66  \$164.12  LS Total \$874.00 \$467.49  anance & Repairs \$152.00 \$629.80  MS Total \$152.00 \$629.80  aboratory Sampling \$0.00 \$0.00	Work Type / Sub Category	Costs	Labor Costs	Service Costs	Sales Tax Total	Total Costs
Aaintenance & Repairs       \$12.00       \$46.71         Intenance       \$804.00       \$256.66         Ive Maintenance       \$58.00       \$164.12         LS1 Total       \$874.00       \$467.49         LS Total       \$874.00       \$467.49         Aaintenance & Repairs       \$152.00       \$629.80         Aaintenance & Repairs       \$152.00       \$629.80         Aaintenance & Repairs       \$152.00       \$629.80         Aaintenance & Repairs       \$772.00       \$3,044.50         or Laboratory Sampling       \$0.00       \$0.00	flaintenance, Lift Station					
Aaintenance & Repairs         \$12.00         \$46.71           intenance         \$804.00         \$256.66         \$          ive Maintenance         \$874.00         \$467.49         \$           LS Total         \$874.00         \$467.49         \$           Aaintenance & Repairs         \$152.00         \$629.80	LS1					
ive Maintenance	General Maintenance & Repairs	\$12.00	\$46.71	\$0.10	\$0.00	\$58.81
ive Maintenance         \$58.00         \$164.12           LS1 Total         \$874.00         \$467.49         \$467.49           LS Total         \$874.00         \$467.49         \$467.49           Aaintenance & Repairs         \$152.00         \$629.80           MS Total         \$152.00         \$629.80           Aaintenance & Repairs         \$772.00         \$3,044.50           or Laboratory Sampling         \$0.00         \$0.00	Other Maintenance	\$804.00	\$256.66	\$158.08	\$0.00	\$1,218.74
LS1 Total         \$874.00         \$467.49         \$           LS Total         \$874.00         \$467.49         \$           Aaintenance & Repairs         \$152.00         \$629.80           MS Total         \$152.00         \$629.80           Aaintenance & Repairs         \$772.00         \$3,044.50           or Laboratory Sampling         \$0.00         \$0.00	Preventative Maintenance	\$58.00	\$164.12	\$5.83	\$0.00	\$227.95
LS Total         \$874.00         \$467.49         \$467.49         \$467.49         \$467.49         \$467.49         \$467.49         \$467.49         \$467.49         \$467.49         \$467.49         \$4629.80         \$467.40         \$4629.8	LS1 Total	\$874.00	\$467.49	\$164.00	\$0.00	\$1,505.49
Aaintenance & Repairs       \$152.00       \$629.80         MS Total       \$152.00       \$629.80         Aaintenance & Repairs       \$772.00       \$3,044.50         or Laboratory Sampling       \$0.00       \$0.00	LS Total	\$874.00	\$467.49	\$164.00	\$0.00	\$1,505.49
Maintenance & Repairs         \$152.00         \$629.80           MS Total         \$152.00         \$629.80           Maintenance & Repairs         \$772.00         \$3,044.50           s or Laboratory Sampling         \$0.00         \$0.00	Aaintenance, Sewer					
MS Total         \$152.00         \$629.80           .         Maintenance & Repairs         \$772.00         \$3,044.50           s or Laboratory Sampling         \$0.00         \$0.00	General Maintenance & Repairs	\$152.00	\$629.80	\$10.32	\$0.00	\$792.12
Maintenance & Repairs         \$772.00         \$3,044.50           s or Laboratory Sampling         \$0.00         \$0.00	MS Total	\$152.00	\$629.80	\$10.32	\$0.00	\$792.12
\$772.00 \$3,044.50	Maintenance, Water					
\$0.00	General Maintenance & Repairs	\$772.00	\$3,044.50	\$108.92	\$0.00	\$3,925.42
	Lab Fees or Laboratory Sampling	\$0.00	\$0.00	\$343.20	\$0.00	\$343.20
MW Total \$772.00 \$3,044.50 \$452.12	MW Total	\$772.00	\$3,044.50	\$452.12	\$0.00	\$4,268.62
Invoice Total \$1,798.00 \$4,141.79 \$626.43	Invoice Total	\$1,798.00	\$4,141.79	\$626.43	\$0.00	\$6,566.22

Page 1 of 4

# 28 Sep 2020 10:33:23AM CST

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DISTRICT: CITY OF HILSHIRE VILLAGE

INFRAMARK, LLC

INVOICE NO. 1130870 - DETAIL

B/C				z			z			z			
Total Costs				\$58.81	\$58.81		\$1,218.74	\$1,218.74		\$227.95	\$227.95	\$1,505.49	\$1,505.49
Sales Tax T Total				\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Materials/Other Service Costs				\$0.10	\$0.10		\$158.08	\$158.08		\$5.83	\$5.83	\$164.00	\$164.00
Labor Costs				\$46.71	\$46.71		\$256.66	\$256.66		\$164.12	\$164.12	\$467.49	\$467.49
Equipment Costs				\$12.00	\$12.00		\$804.00	\$804.00		\$58.00	\$58.00	\$874.00	\$874.00
Task Defails				Billable Operations at a Lift Station (normal hours, after normal hours, weekends & holidays); install Oder block	General Maintenance & Repairs Total		Liff Station Cleanup; Sched#: 6959 SchedType: CSEM DateSched: 08/03/20	Other Maintenance Total		Three Month Communication & Alarm System PM (Electrical); Sched#: 5860 SchedType: ELEC DateSched: 08/03/20	Preventative Maintenance Total	LS1 Total	LS Total
Address				COHV District Area			COHV District Area			COHV District Area			
WO				2341859			2307094			2307433			
Date Complete				9/10/2020			8/4/2020			8/27/2020			
Work Type / Sub Category	Maintenance, Lift Station	LS1	General Maintenance & Repairs			Other Maintenance			Preventative Maintenance				

28 Sep 2020 10:33:23AM CST

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DISTRICT: CITY OF HILSHIRE VILLAGE

INFRAMARK, LLC

INVOICE NO. 1130870 - DETAIL

B/C			z	z	z	z					z	z	z	z
Total Costs			\$300.98	\$257.10	\$97.87	\$136.17	\$792.12	\$792.12			\$1,692.11	\$49.13	\$383.13	\$58.81
Sales Tax T Total			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
Materials/Other Service Costs			\$0.54	\$0.10	\$0.10	\$9.59	\$10.32	\$10.32			\$3.23	\$0.25	\$0.19	\$0.10
Labor			\$244.44	\$209.01	\$73.77	\$102.58	\$629.80	\$629.80			\$1,276.88	\$36.88	\$326.94	\$46.71
Equipment Costs			\$56.00	\$48.00	\$24.00	\$24.00	\$152.00	\$152.00			\$412.00	\$12.00	\$56.00	\$12.00
Task Details			Investigate a Sewer System Problem; sewer backup in yard703- 980-0211	Investigate a Sewer System Problem; per plumber issue on dist side	Investigate a Sewer System Problem; sewer issues still resolving	Meet and/or Assist Consultants or Contractors at a Sewer System: Deliver sewer backup videos on thumb drive	General Maintenance & Repairs Total	MS Total			Flushing of a Water System; Monthly flushing	Read Meter, Check For Leaks, Customer Requested; PLEASE CHECK FOR LEAKS AT METER - TAG DOOR THANKS	Chlorine Residual in the Water System; weekend residuals 8/22- 8/23	Meet and/or Assist Consultants or Contractors at a Water System; met with customer on sewer issue
Address			1324 Pine Chase Dr	1324 Pine Chase Dr	1324 Pine Chase Dr	1324 Pine Chase Dr					COHV District Area	1249 Ridgeley Dr Irr1	COHV District Area	1324 Pine Chase Dr
WO			2323407	2324143	2326489	2336590					2311680	2323534	2324905	2327503
Date Complete			8/19/2020	8/20/2020	8/21/2020	9/2/2020					8/27/2020	8/20/2020	8/23/2020	8/24/2020
Work Type / Sub Category	Maintenance, Sewer	General Maintenance & Repairs							Maintenance, Water	General Maintenance & Repairs				

# 28 Sep 2020 10:33:23AM CST

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DISTRICT: CITY OF HILSHIRE VILLAGE

INFRAMARK, LLC

INVOICE NO. 1130870 - DETAIL

B/C	z	z	z	z	z	z	z	z	z	z	z	z
Total Costs	\$20.00	\$20.00	\$355.77	\$195.54	\$20.00	\$62.72	\$574.70	\$20.00	\$81.72	\$20.00	\$101.80	\$211.19
Sales Tax 7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Materials/Other Service Costs	\$20.00	\$20.00	\$0.19	00.0\$	\$20.00	\$0.10	\$0.29	\$20.00	\$0.25	\$20.00	\$4.03	\$0.19
Labor Costs	\$0.00	\$0.00	\$303.58	\$147.54	\$0.00	\$46.62	\$490.41	\$0.00	\$61.47	\$0.00	\$73.77	\$187.00
Equipment Costs	\$0.00	\$0.00	\$52.00	\$48.00	\$0.00	\$16.00	\$84.00	\$0.00	\$20.00	\$0.00	\$24.00	\$24.00
Task Details	Customer Move Out - Read Meter, Disconnect or Turn Off Service;	Customer Move In - Read Meter, Reconnect or Turn On Service;	Chlorine Residual in the Water System; weekend residuals 8/29- 8/30	Meet and/or Assist Consultants or Contractors at a Water System; met with customer to pick up a video and brought back to lead tech	Customer Move Out - Read Meter, Disconnect or Turn Off Service;	Investigate a Water System Problem; needs issue with water clean out investigated DateSched: 09/03/20	Chlorine Residual in the Water System; weekend residuals 9/5-9/6	Customer Move In - Read Meter, Reconnect or Turn On Service;	Read Meter, Check For Leaks, Customer Requested; RR/CHECK LEAKS/ACURCY TEST/PLS TAG DOOR WITH ALL INFO RR NUMBER	Customer Move Out - Read Meter, Disconnect or Turn Off Service;	Hang Tags in District Area (Delinquent, NSF, customer service notice, boil water notices (active & resend), VWU); Deliver tags in district	Chlorine Residual in the Water System; weekend residuals 9/12- 9/13
Address	8 Hilshire Grove Ln	8 Hilshire Grove Ln	COHV District Area	1324 Pine Chase Dr	1326 Ridgeley Dr	1327 Glourie Dr	COHV District Area	7902 Hilshire Green Dr	8373 Westview Dr	1210 Ridgeley Dr	COHV District Area	COHV District Area
WO	2330060	2330087	2330188	2330225	2336452	2336819	2337639	2339875	2340725	2340762	2341382	2341756
Date Complete	8/27/2020	8/27/2020	8/30/2020	8/26/2020	9/3/2020	9/3/2020	9/7/2020	9/9/2020	9/10/2020	9/10/2020	9/11/2020	9/13/2020
Work Type / Sub Category												

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DISTRICT: CITY OF HILSHIRE VILLAGE

INFRAMARK, LLC

INVOICE NO. 1130870 - DETAIL

INVOICE DATE: 9/28/2020

Bic	z			z			
Total Costs	\$58.81	\$3,925.42		\$343.20	\$343.20	\$4,268.62	\$6,566.22
Sales Tax Total	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Materials/Other Service Costs	\$0.10	\$108.92		\$343.20	\$343.20	\$452.12	\$626.43
Labor	\$46.71	\$3,044.50		\$0.00	\$0.00	\$772.00 \$3,044.50	\$1,798.00 \$4,141.79
Equipment	\$12.00	\$772.00		\$0.00	\$0.00	\$772.00	\$1,798.00
Task Details	Investigate Poor Water Quality of a Water System; flush the area	General Maintenance & Repairs Total		Purchase Laboratory Services for Water System Asset; Water Utility Services, Inc	Lab Fees or Laboratory Sampling Total	MW Total	Invoice Total
Address	COHV District Area			COHV District Area			
WO Number	2341861			2306076			
Date Complete	9/10/2020			8/26/2020			
Work Type / Sub Category			Lab Fees or Laboratory Sampling				

**INFRAMARK Work Order** 

District: COHV WO#: 2307094 Dept: 5060 WO Type: LS Resp: CSEM Issued: 7/30/2020

Asset ID/Description: COHV-LS1/City of Hillshire Village Lift Station # 1

110- West @ Wirt Rd at Ridgely Dr

**Vendor / Description** 

Gloves - Sol-Vex - Green

K-3 inv# 208740

MISC. Photos

Activity Code/Description: PMLSCLEAN/Lift Station Cleanup

Material / Inventory ID

PO

MS72

SA0012

Address/Location: COHV District Area Sched: 8/3/2020

Additional Address/Location or Task Details: Sched#: 6959 SchedType: CSEM DateSched: 08/03/20

Req By: Assigned To: Accounts Receivable GL Code:

Utility Staking #: UCC Start: UCC End:

OLD Meter ID: Read: MIU: Special Class: Planned Maintenance

PO# / P-Card

106893

NEW Meter ID: Read: MIU: Gallons Flushed:

Date Complete: 8/4/2020 12:00 AM Attachments: 3 Backcharge To: L-B-S:

Labor / Equipment ID	Job Class	Date	Hours	OT?	Price
700529 - Jose Angel		8/4/2020	4.00	N	\$0.00
601587 - Francisco Pena Jr		8/4/2020	4.00	N	\$256.66
TX619156 - Vactor Truck w/ Operator	VTRTRK	8/4/2020	4.00	N	\$680.00
TX116063 - Maintenance Truck	MTRK	8/4/2020	4.00	N	\$124.00

Milestone: Closed Invoice#: 1130870 Date Invoiced: 9/28/2020 Total Price: \$1,218.74

Mgr Rev Req: No Bid Price: \$0.00 Manager Name: Billing Notification: No

Field Comments: Clean Lift Station per PM Schedule

No Problem Found Customer Responsibility New WO New Asset Void WO/Reason:

Page 1 of 1

41400

Qty

1.00

2.00

4.00

**Price** 

\$145.44

\$3.24

\$9.40

**INFRAMARK Work Order** 

WO#: 2307433 Dept: 5725 WO Type: LS District: COHV

Resp: MTX

Issued: 7/30/2020

COHV-LS1/City of Hillshire Village Lift Station # 1 Asset ID/Description:

110- West @ Wirt Rd at Ridgely Dr

PM3MADLR/Three Month Communication & Alarm System PM (Electrical) **Activity Code/Description: COHV** District Area Address/Location:

Sched: 8/3/2020

Additional Address/Location or Task Details:

Sched#: 5860 SchedType: ELEC DateSched: 08/03/20

GL Code:

Req By:

Assigned To: Accounts Receivable

40800

**Utility Staking #:** 

**UCC Start:** 

UCC End:

Special Class: Planned

Meter ID: OLD

Read:

MIU:

Maintenance

NEW Meter ID:

Read: Attachments: 1 MIU:

Gallons Flushed:

L-B-S:

9:30 AM Attachments: 1	Backcharge To:		L-B-S:	
Vendor / Description		PO# / P-Card	Qty	Price
Glove - Disposable - Nitrile - L			2.00	\$0.80
Paper Towel			0.25	\$0.38
Towel - Scrub			0.25	\$4.65
	Vendor / Description Glove - Disposable - Nitrile - L Paper Towel	Vendor / Description Glove - Disposable - Nitrile - L Paper Towel	Vendor / Description PO# / P-Card Glove - Disposable - Nitrile - L Paper Towel	Vendor / Description Glove - Disposable - Nitrile - L Paper Towel  Po# / P-Card Qty 2.00 0.25

Labor / Equipment ID	Job Class	Date	Hours	OT?	Price
604767 - John Giglio Jr		8/27/2020	2.00	N	\$164.12
TX116071 - Electrical Truck	ELECTRK	8/27/2020	2.00	N	\$58.00

\$227.95 9/28/2020 **Total Price:** Invoice#: 1130870 Date Invoiced: Milestone: Closed **Billing Notification:** Mgr Rev Req: **Bid Price:** \$0.00 Manager Name: Test all alarms on dialer for operation. Verify with manager that all callouts have proper numbers and

**Field Comments:** namesthis lift station has a fleet zoom in it

New Asset Void WO/Reason: No Problem Found Customer Responsibility New WO

Page 1 of 1

**INFRAMARK Work Order** Issued: 9/11/2020 WO#: 2341859 Dept: 5755 WO Type: LS Resp: OPS District: COHV COHV-LS1/City of Hillshire Village Lift Station # 1 Asset ID/Description: I10- West @ Wirt Rd at Ridgely Dr LSBILOPS/Billable Operations at a Lift Station (normal hours, after normal hours, weekends & **Activity Code/Description:** holidays) Sched: Address/Location: **COHV** District Area install Oder block Additional Address/Location or Task Details: GL Code: 40500 Assigned To: Accounts Receivable Req By: jn **UCC Start:** UCC End: **Utility Staking #:** Special Class: MIU: Meter ID: Read: OLD Gallons Flushed: MIU: Read: NEW Meter ID: L-B-S: Date Complete: 9/10/2020 11:30 AM Attachments: 0 Backcharge To: PO# / P-Card Qty Price **Vendor / Description** Material / Inventory ID \$0.00 1.00 District Inventory DI \$0.10 0.13 SA0018 Mask - Dust OT? **Price** Date **Hours** Job Class Labor / Equipment ID \$46.71 Ν 9/10/2020 0.75 605236 - James Najar \$12.00 Ν 9/10/2020 0.75 TX112407 - Utility Truck UTLTRK **Total Price:** \$58.81 Date Invoiced: 9/28/2020 Milestone: Closed Invoice#: 1130870 **Billing Notification:** No Bid Price: \$0.00 Manager Name: Mgr Rev Req: set up new oder block tried behind control panel removed trash that was laying aorund Field Comments:

No Problem Found Customer Responsibility New WO New Asset Void WO/Reason:
Page 1 of 1

9

**INFRAMARK Work Order** Issued: 8/19/2020 WO#: 2323407 Dept: 5755 WO Type: MS Resp: OPS District: COHV Asset ID/Description: MSINVPRB/Investigate a Sewer System Problem **Activity Code/Description:** Sched: 1324 Pine Chase Dr Address/Location: sewer backup in yard703-980-0211 Additional Address/Location or Task Details: GL Code: 40500 Assigned To: Accounts Receivable Req By: Brock Griffith UCC End: **UCC Start: Utility Staking #:** Special Class: MIU: OLD Meter ID: Read: Gallons Flushed: MIU: Read: NEW Meter ID: L-B-S: Attachments: 0 Backcharge To: Date Complete: 8/19/2020 9:11 PM Price PO# / P-Card Qty **Vendor / Description** Material / Inventory ID \$0.54 0.13 SAF. Dust Masks SAF9 Price OT? Job Class Date **Hours** Labor / Equipment ID Y \$244.44 3.50 8/19/2020 700601 - John Rassette \$56.00 8/19/2020 3.50 N TX110117 - Utility Truck UTLTRK \$300.98 **Total Price:** Date Invoiced: 9/28/2020 Milestone: Closed Invoice#: 1130870 **Billing Notification:** \$0.00 Manager Name: **Bid Price:** Mgr Rev Req: Customer's clean out backed up, non of the neighbor's clean outs are backed up. No manholes are backed up, **Field Comments:** customer getting plumber back out with a snake and camera. New Asset Void WO/Reason: No Problem Found Customer Responsibility New WO Page 1 of 1

**INFRAMARK Work Order** Issued: 8/20/2020 Resp: OPS WO#: 2324143 Dept: 5755 WO Type: MS District: COHV Asset ID/Description: MSINVPRB/Investigate a Sewer System Problem Activity Code/Description: Sched: Address/Location: 1324 Pine Chase Dr Additional Address/Location or Task Details: per plumber issue on dist side 40500 GL Code: Req By: mr griffiths 703 980 0211 Assigned To: Accounts Receivable UCC End: **UCC Start: Utility Staking #:** Special Class: OLD Meter ID: Read: MIU: Gallons Flushed: MIU: Read: NEW Meter ID: L-B-S: Attachments: 0 Backcharge To: Date Complete: 8/20/2020 7:00 PM Price PO# / P-Card Qty Material / Inventory ID **Vendor / Description** \$0.10 0.13 Mask - Dust SA0018 Date Hours OT? **Price** Labor / Equipment ID Job Class \$24.59 0.50 N 8/20/2020 605678 - Mickayla Trombley \$36.88 8/20/2020 0.50 Y 605678 - Mickayla Trombley \$147.54 8/20/2020 2.00 Y 605678 - Mickayla Trombley \$16.00 8/20/2020 1.00 N TX112443 - Utility Truck **UTLTRK** \$32.00 2.00 N 8/20/2020 TX112443 - Utility Truck UTLTRK **Total Price:** \$257.10 9/28/2020 Invoice#: 1130870 Date Invoiced: Milestone: Closed Billing Notification: **Bid Price:** \$0.00 Manager Name: Mgr Rev Reg: spoke w/ plumber & customer. Customer says there could be possible crack in clean out line, neighbor is not **Field Comments:** backed up. Manholes are clear. Asked for televised video, did not have video on hand, told plumber & customer that inframark cannot go further with issue until we get a cioy of tel video, gave them my email. New Asset Void WO/Reason: New WO No Problem Found Customer Responsibility Page 1 of 1

**INFRAMARK Work Order** Issued: 8/24/2020 WO#: 2326489 Dept: 5755 WO Type: MS Resp: OPS District: COHV Asset ID/Description: MSINVPRB/Investigate a Sewer System Problem Activity Code/Description: Sched: 1324 Pine Chase Dr Address/Location: sewer issues still resolving Additional Address/Location or Task Details: GL Code: 40500 Req By: mickayla Assigned To: Accounts Receivable **UCC Start: UCC End: Utility Staking #:** Special Class: MIU: OLD Meter ID: Read: Gallons Flushed: Read: MIU: NEW Meter ID: L-B-S: Date Complete: 8/21/2020 9:30 AM Attachments: 0 Backcharge To: PO# / P-Card Qty Price Material / Inventory ID **Vendor / Description** \$0.10 0.13 Mask - Dust SA0018 Date Hours OT? **Price** Job Class Labor / Equipment ID \$73.77 N 1.50 8/21/2020 605678 - Mickayla Trombley \$24.00 UTLTRK 8/21/2020 1.50 N TX112443 - Utility Truck **Total Price:** \$97.87 Invoice#: 1130870 Date Invoiced: 9/28/2020 Milestone: Closed **Billing Notification:** \$0.00 Manager Name: **Bid Price:** Mgr Rev Req: plumbers dug in wrong area they had to redig told customer Inframark cannot move forward until we receive **Field Comments:** tele video No Problem Found Customer Responsibility New WO New Asset Void WO/Reason: Page 1 of 1

**INFRAMARK Work Order** Resp: OPS WO#: 2336590 Dept: 5755 WO Type: MS Issued: 9/3/2020 District: COHV Asset ID/Description: MSMEETASST/Meet and/or Assist Consultants or Contractors at a Sewer System Activity Code/Description: Sched: 1324 Pine Chase Dr Address/Location: Additional Address/Location or Task Details: Deliver sewer backup videos on thumb drive GL Code: 40500 Assigned To: Accounts Receivable Req By: Clint A **UCC Start:** UCC End: **Utility Staking #:** Special Class: MIU: Read: OLD Meter ID: Gallons Flushed: Read: MIU: NEW Meter ID: L-B-S: Attachments: 2 Backcharge To: Date Complete: 9/2/2020 2:00 PM **Price** PO# / P-Card Qty **Vendor / Description** Material / Inventory ID \$9.59 1.00 pcard **PCard** Office Depot **Price** OT? Job Class Date **Hours** Labor / Equipment ID \$102.58 Ν 9/2/2020 1.50 605533 - Clinton Anthony \$24.00 9/2/2020 1.50 N UTLTRK TX119013 - Utility Truck **Total Price:** \$136.17 Date Invoiced: 9/28/2020 Milestone: Closed Invoice#: 1130870 **Billing Notification:** No \$0.00 Manager Name: **Bid Price:** Mgr Rev Req: Pick up thumb drive, down load videos and deliver thumb drive to City Hall Field Comments: New Asset Void WO/Reason: No Problem Found Customer Responsibility New WO Page 1 of 1

**INFRAMARK Work Order** Issued: 7/29/2020 WO#: 2306076 Dept: 5755 WO Type: MW Resp: OPS District: COHV Asset ID/Description: MWLAB/Purchase Laboratory Services for Water System Asset Activity Code/Description: Sched: Address/Location: **COHV** District Area Water Utility Services, Inc. Additional Address/Location or Task Details: GL Code: 40400 Assigned To: Accounts Receivable Req By: UCC End: **UCC Start:** Utility Staking #: Special Class: MIU: OLD Meter ID: Read: MIU: Gallons Flushed: Read: NEW Meter ID: L-B-S: Date Complete: 8/26/2020 2:15 PM Attachments: 1 Backcharge To: Qty Price PO# / P-Card Material / Inventory ID **Vendor / Description** 1.00 \$343.20 107580 PO Water Utility Services, Inc. Date Time In **Time Out** OT? Labor / Equipment ID Job Class Date Invoiced: 9/28/2020 **Total Price:** \$343.20 Invoice#: 1130870 Milestone: Closed **Billing Notification:** No Bid Price: \$0.00 Manager Name: Mgr Rev Req: **Field Comments:** New Asset Void WO/Reason: No Problem Found Customer Responsibility New WO Page 1 of 1

## **INFRAMARK Work Order**

District: COHV WO#: 2311680 Dept: 5755 WO Type: MW Resp: OPS Issued: 8/4/2020

Asset ID/Description: /

Material / Inventory ID

SAF9

SAF9

SAF9

SAF9

Activity Code/Description: MWFLUSH/Flushing of a Water System

Address/Location: COHV District Area

Additional Address/Location or Task Details: Monthly flushing

Req By: Clint A Assigned To: Accounts Receivable GL Code: 40500

Utility Staking #: UCC Start: UCC End:

OLD Meter ID: Read: MIU: Special Class:

NEW Meter ID: Read: MIU: Gallons Flushed: 342,500.00

Date Complete: 8/27/2020 5:00 PM Attachments: 5 Backcharge To: L-B-S:

**Vendor / Description** 

SAF. Dust Masks

SAF. Dust Masks

SAF. Dust Masks

SAF. Dust Masks

No. of the Control of					
Labor / Equipment ID	Job Class	Date	Hours	OT?	Price
604797 - James Horace		8/11/2020	4.50	N	\$209.78
604797 - James Horace		8/13/2020	1.00	N	\$46.62
605678 - Mickayla Trombley		8/20/2020	3.50	N	\$172.13
605678 - Mickayla Trombley		8/24/2020	3.50	N	\$172.13
605678 - Mickayla Trombley		8/24/2020	3.50	N	\$172.13
605678 - Mickayla Trombley		8/24/2020	0.50	Υ	\$36.88
605678 - Mickayla Trombley		8/27/2020	1.50	N	\$73.77
605678 - Mickayla Trombley		8/27/2020	3.50	N	\$172.13
605678 - Mickayla Trombley		8/27/2020	0.50	N	\$24.59
605678 - Mickayla Trombley		8/26/2020	3.25	N	\$159.83
605678 - Mickayla Trombley		8/26/2020	0.50	Υ	\$36.88
TX119016 - Utility Truck	UTLTRK	8/13/2020	1.00	N	\$16.00
TX119016 - Utility Truck	UTLTRK	8/11/2020	4.50	N	\$72.00
TX112443 - Utility Truck	UTLTRK	8/20/2020	3.50	N	\$56.00
TX112443 - Utility Truck	UTLTRK	8/24/2020	4.00	N	\$64.00
TX112443 - Utility Truck	UTLTRK	8/24/2020	3.50	N	\$56.00
TX112443 - Utility Truck	UTLTRK	8/26/2020	3.75	N	\$60.00
TX112443 - Utility Truck	UTLTRK	8/27/2020	4.00	N	\$64.00

Sched:

Qty

0.13

0.13

0.38

0.13

PO# / P-Card

Price

\$0.54

\$0.54

\$1.62

\$0.54

				Page 1 of 1			
No Problem Found	Customer Resp	ponsibility N	lew WO Ne		WO/Reason:		
Field Comments:	monthly flus	hing					
Mgr Rev Req: N	lo Bid P	Price:	\$0.00	Manager Name	):	Billing Notification:	No
Milestone: Close	d Invoi	<b>ce#</b> : 113087	70	Date Invoiced:	9/28/2020	Total Price:	\$1,692.11
TX112443 - Utility 7	ruck UTLT	RK		8/27/2020	1.50	N	\$24.00

**INFRAMARK Work Order** Issued: 8/20/2020 Resp: OPS WO#: 2323534 Dept: 5755 WO Type: MW District: COHV Asset ID/Description: CSREREAD/Read Meter, Check For Leaks, Customer Requested Activity Code/Description: Sched: 1249 Ridgeley Dr Irr1 Address/Location: PLEASE CHECK FOR LEAKS AT METER - TAG DOOR THANKS Additional Address/Location or Task Details: 40500 Assigned To: Accounts Receivable GL Code: Req By: Billing UCC End: **UCC Start:** Utility Staking #: Special Class: MIU: OLD Meter ID: 91991788 Read: 1262.22 Gallons Flushed: MIU: Read: NEW Meter ID: L-B-S: Date Complete: 8/20/2020 8:40 AM Attachments: 0 Backcharge To: Price PO# / P-Card Qty Material / Inventory ID **Vendor / Description** 1.00 \$0.25 MS31 MISC. Customer Service Tag **Price** Job Class Date Hours OT? Labor / Equipment ID \$36.88 0.75 8/20/2020 N 605678 - Mickayla Trombley \$12.00 0.75 N 8/20/2020 TX112443 - Utility Truck UTLTRK Date Invoiced: 9/28/2020 **Total Price:** \$49.13 Invoice#: 1130870 Milestone: Closed **Billing Notification:** Yes **Bid Price:** \$0.00 Manager Name: Mar Rev Reg: Field Comments: Reread meter, no leaks found, left door tag. New Asset Void WO/Reason: No Problem Found New WO **Customer Responsibility** Page 1 of 1

**INFRAMARK Work Order** Resp: OPS Issued: 8/21/2020 WO#: 2324905 Dept: 5755 WO Type: MW District: COHV Asset ID/Description: / DCL2RES/Chlorine Residual in the Water System **Activity Code/Description:** Sched: **COHV** District Area Address/Location: weekend residuals 8/22-8/23 Additional Address/Location or Task Details: Assigned To: Accounts Receivable GL Code: 40500 Req By: Carl West **UCC Start:** UCC End: **Utility Staking #:** Special Class: MIU: Read: Meter ID: OLD Gallons Flushed: Read: MIU: Meter ID: NEW L-B-S: Date Complete: 8/23/2020 12:36 PM Attachments: 0 Backcharge To: Price PO# / P-Card Qty **Vendor / Description** Material / Inventory ID \$0.19 0.25 Mask - Dust SA0018

Labor / Equipment ID					
605236 - James Najar		8/22/2020	1.75	Υ	\$163.47
605236 - James Najar		8/23/2020	1.75	Υ	\$163.47
TX112407 - Utility Truck UT	LTRK	8/22/2020	1.75	N	\$28.00
	LTRK	8/23/2020	1.75	N	\$28.00

Milestone: Closed Invoice#: 1130870 Date Invoiced: 9/28/2020 Total Price: \$383.13

Mgr Rev Req: No Bid Price: \$0.00 Manager Name: Billing Notification: No

Field Comments: 8/22 PDE 3.708/23 PDE 3.90

No Problem Found Customer Responsibility New WO New Asset Void WO/Reason:

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**INFRAMARK Work Order** Resp: OPS Issued: 8/25/2020 WO#: 2327503 Dept: 5755 WO Type: MW District: COHV Asset ID/Description: MWMEETASST/Meet and/or Assist Consultants or Contractors at a Water System Activity Code/Description: Sched: Address/Location: 1324 Pine Chase Dr met with customer on sewer issue Additional Address/Location or Task Details: GL Code: 40500 Req By: ca Assigned To: Accounts Receivable **UCC End: UCC Start: Utility Staking #:** Special Class: MIU: OLD Meter ID: Read: MIU: Gallons Flushed: Read: Meter ID: NEW L-B-S: Date Complete: 8/24/2020 11:30 AM Attachments: 0 Backcharge To: Price PO# / P-Card Qty Material / Inventory ID **Vendor / Description** 0.13 \$0.10 SA0018 Mask - Dust **Price** Job Class Date Hours OT? Labor / Equipment ID \$46.71 0.75 N 8/24/2020 605236 - James Najar \$12.00 0.75 N 8/24/2020 TX112407 - Utility Truck UTLTRK **Total Price:** \$58.81 9/28/2020 Invoice#: 1130870 Date Invoiced: Milestone: Closed No **Billing Notification:** \$0.00 Manager Name: Mgr Rev Req: **Bid Price:** customer approached me. talked to me about his issue he is having with sewer line. pulled map showed him **Field Comments:** the way sewer lines ran he gave me a usb/video that ars had gave it to lead tech No Problem Found Customer Responsibility New WO New Asset Void WO/Reason: Page 1 of 1

**INFRAMARK Work Order** Issued: 8/27/2020 WO#: 2330060 Dept: 5755 WO Type: MW Resp: OPS District: COHV Asset ID/Description: / CSTOFMVOUT/Customer Move Out - Read Meter, Disconnect or Turn Off Service **Activity Code/Description:** Sched: 8 Hilshire Grove Ln Address/Location: Additional Address/Location or Task Details: Assigned To: Accounts Receivable GL Code: 40500 Req By: Billing **UCC End: UCC Start: Utility Staking #:** Special Class: MIU: Read: 852.59 OLD Meter ID: 29193839 Read: MIU: Gallons Flushed: NEW Meter ID: L-B-S: Date Complete: 8/27/2020 10:30 AM Attachments: 0 Backcharge To: PO# / P-Card Qty Price **Vendor / Description** Material / Inventory ID 0.13 \$0.00 SA0018 Mask - Dust \$20.00 1.00 **CSTOFMVOUT** Date **Hours** OT? **Price** Job Class Labor / Equipment ID \$0.00 0.75 N 8/27/2020 605678 - Mickayla Trombley \$0.00 0.75 N UTLTRK 8/27/2020 TX112443 - Utility Truck Date Invoiced: 9/28/2020 **Total Price:** \$20.00 Invoice#: 1130870 Milestone: Closed **Billing Notification:** Yes \$0.00 Manager Name: Mgr Rev Req: Bid Price: **Field Comments:** Read meter, turned service off. Meter id- 93854138 drive time. New Asset Void WO/Reason: No Problem Found Customer Responsibility New WO Page 1 of 1

**INFRAMARK Work Order** WO#: 2330087 Dept: 5755 WO Type: MW Issued: 8/27/2020 Resp: OPS District: COHV Asset ID/Description: Activity Code/Description: CSTONMVIN/Customer Move In - Read Meter, Reconnect or Turn On Service Sched: Address/Location: 8 Hilshire Grove Ln Additional Address/Location or Task Details: 40500 GL Code: Req By: Billing Assigned To: Accounts Receivable **UCC Start: UCC End: Utility Staking #:** MIU: Special Class: OLD Meter ID: 29193839 Read: 852.59 Read: MIU: Gallons Flushed: NEW Meter ID: L-B-S: Backcharge To: Date Complete: 8/27/2020 10:35 AM Attachments: 0 Price PO# / P-Card Qty Material / Inventory ID **Vendor / Description** \$0.00 0.13 Mask - Dust SA0018 1.00 \$20.00 **CSTONMVIN** Date Hours OT? Price Labor / Equipment ID Job Class \$0.00 Ν 8/27/2020 0.25 605678 - Mickayla Trombley \$0.00 Ν 0.25 TX112443 - Utility Truck UTLTRK 8/27/2020 Total Price: \$20.00 Date Invoiced: 9/28/2020 Milestone: Closed Invoice#: 1130870 **Billing Notification:** Yes \$0.00 Manager Name: Mgr Rev Reg: **Bid Price: Field Comments:** Read meter, turned service on, meter stopped. Meter id- 93854138 New Asset Void WO/Reason: No Problem Found Customer Responsibility **New WO** Page 1 of 1

**INFRAMARK Work Order** Issued: 8/27/2020 Resp: OPS WO#: 2330188 Dept: 5755 WO Type: MW District: COHV Asset ID/Description: DCL2RES/Chlorine Residual in the Water System Activity Code/Description: Sched: **COHV District Area** Address/Location: weekend residuals 8/29-8/30 Additional Address/Location or Task Details: Assigned To: Accounts Receivable 40500 GL Code: Req By: Carl West **UCC End: UCC Start:** Utility Staking #: Special Class: MIU: Read: OLD Meter ID: Read: MIU: Gallons Flushed: NEW Meter ID: L-B-S: Date Complete: 8/30/2020 11:45 AM Attachments: 0 Backcharge To: PO# / P-Card Qty Price **Vendor / Description** Material / Inventory ID 0.25 \$0.19 Mask - Dust SA0018 Hours OT? Price Labor / Equipment ID Job Class **Date** \$186.82 2.00 Υ 8/29/2020 605236 - James Najar \$116.76 1.25 Y 8/30/2020 605236 - James Najar \$20.00 1.25 N 8/30/2020 TX112407 - Utility Truck UTLTRK \$32.00 2.00 8/29/2020 TX112407 - Utility Truck UTLTRK Date Invoiced: 9/28/2020 **Total Price:** \$355.77 Milestone: Closed Invoice#: 1130870 **Billing Notification:** No \$0.00 Manager Name: Bid Price: Mgr Rev Req: Monitor district residual 8/29/20 poe=3.60 8/30/20 poe=3.60 Field Comments:

New Asset Void WO/Reason:

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New WO

No Problem Found Customer Responsibility

**INFRAMARK Work Order** Issued: 8/27/2020 Resp: OPS WO#: 2330225 Dept: 5755 WO Type: MW District: COHV Asset ID/Description: / MWMEETASST/Meet and/or Assist Consultants or Contractors at a Water System Activity Code/Description: 1324 Pine Chase Dr Address/Location: met with customer to pick up a video and brought back to lead tech Additional Address/Location or Task Details: Assigned To: Accounts Receivable GL Code: 40500 Req By: Mickayla Trombley **UCC End: UCC Start: Utility Staking #:** Special Class: MIU: Read: Meter ID: OLD Gallons Flushed: Read: MIU: NEW Meter ID: Date Complete: 8/26/2020 11:30 AM Attachments: 1 L-B-S: Backcharge To: PO# / P-Card Qty Price Material / Inventory ID **Vendor / Description** Date Hours OT? Price Labor / Equipment ID Job Class \$147.54 8/26/2020 3.00 N 605678 - Mickayla Trombley \$48.00 3.00 N TX112443 - Utility Truck 8/26/2020 UTLTRK \$195.54 **Total Price:** Invoice#: 1130870 Date Invoiced: 9/28/2020 Milestone: Closed **Billing Notification:** No **Bid Price:** \$0.00 Manager Name: Mgr Rev Reg: Picked up televised video from customer, came back to rr s.p to watch video, gave to l.t Field Comments: New WO New Asset Void WO/Reason: No Problem Found Customer Responsibility Page 1 of 1

**INFRAMARK Work Order** Issued: 9/3/2020 WO#: 2336452 Dept: 5755 WO Type: MW Resp: OPS District: COHV Asset ID/Description: / CSTOFMVOUT/Customer Move Out - Read Meter, Disconnect or Turn Off Service **Activity Code/Description:** Sched: Address/Location: 1326 Ridgeley Dr Additional Address/Location or Task Details: GL Code: 40500 Req By: Billing Assigned To: Accounts Receivable **UCC Start:** UCC End: **Utility Staking #:** MIU: Special Class: Meter ID: 93268640 Read: 494.7 OLD Gallons Flushed: NEW Meter ID: Read: MIU: L-B-S: Date Complete: 9/3/2020 9:30 AM Attachments: 0 Backcharge To: Price **Vendor / Description** PO# / P-Card Qty Material / Inventory ID \$0.00 0.13 Mask - Dust SA0018 \$20.00 1.00 **CSTOFMVOUT** OT? Price Labor / Equipment ID Job Class Date Hours 2.00 Ν \$0.00 9/3/2020 604797 - James Horace \$0.00 N 2.00 TX119016 - Utility Truck UTLTRK 9/3/2020 **Total Price:** \$20.00 Invoice#: 1130870 Date Invoiced: 9/28/2020 Milestone: Closed **Billing Notification:** Yes \$0.00 Manager Name: Mgr Rev Req: **Bid Price: Field Comments:** Clean out meter box, read meter and turned services off. New Asset Void WO/Reason: No Problem Found Customer Responsibility New WO Page 1 of 1

**INFRAMARK Work Order** Issued: 9/3/2020 Resp: OPS WO#: 2336819 Dept: 5755 WO Type: MW District: COHV Asset ID/Description: / MWINVPRB/Investigate a Water System Problem **Activity Code/Description:** 1327 Glourie Dr Sched: 9/3/2020 Address/Location: needs issue with water clean out investigated DateSched: 09/03/20 Additional Address/Location or Task Details: GL Code: 40500 Assigned To: Accounts Receivable Req By: russ 7135829020 **UCC Start:** UCC End: Utility Staking #: MIU: Special Class: Read: OLD Meter ID: Gallons Flushed: NEW Meter ID: Read: MIU: Attachments: 0 L-B-S: Backcharge To: Date Complete: 9/3/2020 1:00 PM PO# / P-Card Qty Price **Vendor / Description** Material / Inventory ID 0.13 \$0.10 Mask - Dust SA0018 OT? Price Labor / Equipment ID Job Class **Date** Hours 1.00 N \$46.62 9/3/2020 604797 - James Horace \$16.00 Ν 1.00 TX119016 - Utility Truck UTLTRK 9/3/2020 \$62.72 Date Invoiced: 9/28/2020 **Total Price:** Milestone: Closed Invoice#: 1130870 **Billing Notification:** No \$0.00 Manager Name: Bid Price: Mgr Rev Req: Field Comments: Cleaned out meter box, check meter and talk to customer. Check clean out. No Problem Found Customer Responsibility New WO New Asset Void WO/Reason: Page 1 of 1

**INFRAMARK Work Order** Resp: OPS Issued: 9/4/2020 WO#: 2337639 Dept: 5755 WO Type: MW District: COHV Asset ID/Description: / DCL2RES/Chlorine Residual in the Water System **Activity Code/Description: COHV** District Area Sched: Address/Location: Additional Address/Location or Task Details: weekend residuals 9/5-9/6 Assigned To: Accounts Receivable GL Code: 40500 Req By: Carl West **UCC Start:** UCC End: Utility Staking #: Special Class: Read: MIU: OLD Meter ID: Gallons Flushed: NEW Meter ID: Read: MIU: L-B-S: Attachments: 0 Backcharge To: Date Complete: 9/7/2020 11:08 AM Price **Vendor / Description** PO# / P-Card Qty Material / Inventory ID 0.38 \$0.29 SA0018 Mask - Dust Price Labor / Equipment ID Job Class Date **Hours** OT? \$140.12 1.50 Υ 9/5/2020 605236 - James Najar \$163.47 9/6/2020 1.75 Y 605236 - James Najar \$186.82 2.00 Υ 9/7/2020 605236 - James Najar \$24.00 9/5/2020 1.50 Ν UTLTRK TX112407 - Utility Truck \$28.00 9/6/2020 1.75 Ν TX112407 - Utility Truck UTLTRK Ν \$32.00 9/7/2020 2.00 UTLTRK TX112407 - Utility Truck \$574.70 9/28/2020 **Total Price:** Milestone: Closed Invoice#: 1130870 Date Invoiced: \$0.00 Manager Name: **Billing Notification: Bid Price:** Mgr Rev Req: Monitor district residual. 9/5 - POE - 3.70 / 9/620 - 3.30 / 9/7/20 - 3.10 Field Comments: New Asset Void WO/Reason: No Problem Found Customer Responsibility New WO

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**INFRAMARK Work Order** Issued: 9/9/2020 WO#: 2339875 Dept: 5755 WO Type: MW Resp: OPS District: COHV Asset ID/Description: CSTONMVIN/Customer Move In - Read Meter, Reconnect or Turn On Service Activity Code/Description: Sched: 7902 Hilshire Green Dr Address/Location: Additional Address/Location or Task Details: 40500 GL Code: Req By: Billing Assigned To: Accounts Receivable UCC End: **UCC Start:** Utility Staking #: Special Class: MIU: OLD Meter ID: 24967287 Read: 5955.52 MIU: Gallons Flushed: Read: NEW Meter ID: L-B-S: Date Complete: 9/9/2020 8:40 AM Attachments: 0 Backcharge To: PO# / P-Card Price Qty Material / Inventory ID **Vendor / Description** 1.00 \$20.00 **CSTONMVIN** Job Class Date Hours OT? **Price** Labor / Equipment ID \$0.00 0.75 N 9/9/2020 605678 - Mickayla Trombley \$0.00 TX112443 - Utility Truck UTLTRK 9/9/2020 0.75 Ν Date Invoiced: 9/28/2020 **Total Price:** \$20.00 Milestone: Closed Invoice#: 1130870 **Billing Notification:** Yes \$0.00 Manager Name: Mgr Rev Req: **Bid Price:** read meter, turned service on, meter stopped, drive time. **Field Comments:** New WO New Asset Void WO/Reason: No Problem Found Customer Responsibility Page 1 of 1

**INFRAMARK Work Order** WO#: 2340725 Dept: 5755 WO Type: MW Issued: 9/10/2020 Resp: OPS District: COHV Asset ID/Description: / Activity Code/Description: CSREREAD/Read Meter, Check For Leaks, Customer Requested Sched: Address/Location: 8373 Westview Dr RR/CHECK LEAKS/ACURCY TEST/PLS TAG DOOR WITH ALL INFO RR Additional Address/Location or Task Details: NUMBER GL Code: 40500 Assigned To: Accounts Receivable Req By: Billing UCC End: **UCC Start: Utility Staking #:** Special Class: Read: 225.21 MIU: OLD Meter ID: 52979679 Gallons Flushed: NEW MIU: Meter ID: Read: Attachments: 0 Backcharge To: L-B-S: Date Complete: 9/10/2020 9:10 AM Price PO# / P-Card Qty Material / Inventory ID **Vendor / Description** \$0.25 1.00 MISC. Customer Service Tag MS31 Price OT? Hours Labor / Equipment ID Job Class Date \$61.47 9/10/2020 1.25 Ν 605678 - Mickayla Trombley 9/10/2020 1.25 N \$20.00 TX112443 - Utility Truck UTLTRK \$81.72 **Total Price:** Invoice#: 1130870 Date Invoiced: 9/28/2020 Milestone: Closed \$0.00 Manager Name: **Billing Notification: Bid Price:** Mgr Rev Req: read meter no leaks not able to perform accuracy test sign on door says Closed until Further Notice, no outside Field Comments: spigot found left door tag

No Problem Found Customer Responsibility New WO New Asset Void WO/Reason:

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**INFRAMARK Work Order** Issued: 9/10/2020 WO#: 2340762 Dept: 5755 WO Type: MW Resp: OPS District: COHV Asset ID/Description: / CSTOFMVOUT/Customer Move Out - Read Meter, Disconnect or Turn Off Service Activity Code/Description: Sched: Address/Location: 1210 Ridgeley Dr Additional Address/Location or Task Details: GL Code: 40500 Assigned To: Accounts Receivable Req By: Billing **UCC Start: UCC End:** Utility Staking #: MIU: Special Class: Meter ID: Read: 4144.30 OLD 65891373 NEW Meter ID: Read: MIU: Gallons Flushed: L-B-S: Attachments: 0 Backcharge To: Date Complete: 9/10/2020 9:20 AM **Price** PO# / P-Card Material / Inventory ID **Vendor / Description** Qty 1.00 \$20.00 **CSTOFMVOUT** Date Hours OT? Price Labor / Equipment ID Job Class N \$0.00 605678 - Mickayla 9/10/2020 0.25 Trombley \$0.00 9/10/2020 0.25 N TX112443 - Utility Truck UTLTRK Total Price: \$20.00 Milestone: Closed Invoice#: 1130870 Date Invoiced: 9/28/2020 **Billing Notification: Bid Price:** \$0.00 Manager Name: Yes Mgr Rev Req: **Field Comments:** read mete turned service off New Asset Void WO/Reason: No Problem Found Customer Responsibility New WO Page 1 of 1

**INFRAMARK Work Order** Issued: 9/10/2020 WO#: 2341382 Dept: 5755 WO Type: MW Resp: OPS District: COHV Asset ID/Description: BILLTAGS/Hang Tags in District Area (Delinquent, NSF, customer service notice, boil water notices **Activity Code/Description:** (active & resend), VWU) Sched: Address/Location: **COHV** District Area Additional Address/Location or Task Details: Deliver tags in district 40500 Assigned To: Accounts Receivable GL Code: Req By: Billing UCC End: Utility Staking #: **UCC Start:** Read: MIU: Special Class: OLD Meter ID: Gallons Flushed: NEW Meter ID: Read: MIU: L-B-S: Date Complete: 9/11/2020 12:00 PM Attachments: 0 Backcharge To: **Price** PO# / P-Card Qty Material / Inventory ID **Vendor / Description** \$4.03 16.00 MS95 MISC. Tag. Red OT? Price Labor / Equipment ID Job Class Date Hours N \$73.77 605678 - Mickayla 9/11/2020 1.50 Trombley \$24.00 9/11/2020 1.50 N UTLTRK TX112443 - Utility Truck Date Invoiced: 9/28/2020 **Total Price:** \$101.80 Milestone: Closed Invoice#: 1130870 **Billing Notification:** Yes \$0.00 Manager Name: Mgr Rev Req: **Bid Price: Field Comments:** delivered bill tags to residents

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**New WO** 

No Problem Found Customer Responsibility

New Asset Void WO/Reason:

**INFRAMARK Work Order** Resp: OPS Issued: 9/11/2020 WO#: 2341756 Dept: 5755 WO Type: MW District: COHV Asset ID/Description: / **Activity Code/Description:** DCL2RES/Chlorine Residual in the Water System Sched: Address/Location: **COHV District Area** weekend residuals 9/12-9/13 Additional Address/Location or Task Details: Assigned To: Accounts Receivable GL Code: 40500 Reg By: Carl West UCC End: UCC Start: **Utility Staking #:** Special Class: MIU: OLD Meter ID: Read: MIU: Gallons Flushed: Read: NEW Meter ID: L-B-S: Attachments: 0 Backcharge To: Date Complete: 9/13/2020 5:28 AM PO# / P-Card Qty Price **Vendor / Description** Material / Inventory ID 0.25 \$0.19 SA0018 Mask - Dust Job Class Date **Hours** OT? Price Labor / Equipment ID \$93.50 Υ 9/12/2020 0.75 008315 - James West \$93.50 9/13/2020 0.75 Υ 008315 - James West \$12.00 Ν 9/13/2020 0.75 TX119056 - Utility Truck UTLTRK Ν \$12.00 9/12/2020 0.75 TX119056 - Utility Truck UTLTRK **Total Price:** \$211.19 Milestone: Closed Invoice#: 1130870 Date Invoiced: 9/28/2020 **Billing Notification:** No \$0.00 Manager Name: Mgr Rev Req: No Bid Price: Field Comments: 9/12-POB 3.10 DR 2.80 9/12 POB 3.20 DR 2.70

No Problem Found Customer Responsibility New WO New Asset Void WO/Reason:

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**INFRAMARK Work Order** Issued: 9/11/2020 WO#: 2341861 Dept: 5755 WO Type: MW Resp: OPS District: COHV Asset ID/Description: MWINVPWQ/Investigate Poor Water Quality of a Water System Activity Code/Description: Sched: Address/Location: **COHV District Area** flush the area Additional Address/Location or Task Details: GL Code: 40500 Assigned To: Accounts Receivable Req By: jn **UCC Start: UCC End:** Utility Staking #: Special Class: MIU: OLD Meter ID: Read: Gallons Flushed: 7,500.00 MIU: NEW Meter ID: Read: L-B-S: Date Complete: 9/10/2020 12:10 PM Attachments: 0 Backcharge To: **Price Vendor / Description** PO# / P-Card Qty Material / Inventory ID 0.13 \$0.10 SA0018 Mask - Dust Hours OT? **Price** Labor / Equipment ID Job Class Date \$46.71 9/10/2020 0.75 N 605236 - James Najar \$12.00 9/10/2020 0.75 N TX112407 - Utility Truck UTLTRK **Total Price:** \$58.81 Milestone: Closed Invoice#: 1130870 Date Invoiced: 9/28/2020 **Billing Notification:** No \$0.00 Manager Name: Mgr Rev Req: Bid Price: low residual flushed to improve residual Field Comments: New Asset Void WO/Reason: No Problem Found Customer Responsibility New WO Page 1 of 1

#### **REGULAR COUNCIL MEETING**

- CALL TO ORDER REGULAR COUNCIL MEETING: Mayor Herron called the City of Hilshire Village Regular Council Meeting to order at 6:33 P.M. via teleconference due to COVID-19 and the need for social distancing.
  - 1.1 Invocation was given by Council Member Schwarz.
  - 1.2 Pledge of Allegiance
  - **1.3 Present** were Mayor Herron, Mayor Pro Tem Maddock, Council Member Gordy, Council Member Byrne and Council Member Schwarz. Also present were City Attorney Bounds, City Engineer Him, Building Official Taylor, Deputy Building Official DuVall, City Administrator Blevins and Assistant City Secretary Stephens.
- 2. <u>CITIZEN'S COMMENTS:</u> Nancy Friedman Taub and Mark Taub, 1313 Pine Chase Drive, said they addressed Council last month regarding water ponding in their backyard since improvements were made next door. Mrs. Taub stated that the minutes from last month's meeting did not reflect that a swale was removed in the front yard and those same minutes state that there was a one-inch gap under the fence but there is not. The homeowners submitted photos showing that there is no gap for water to run under the fence.

#### 3. REPORTS TO COUNCIL:

- **3.1 Police Report:** Administrator Blevins said that Captain Newman informed her that there were no issues to report. She said he contacted the Houston Police Department regarding the excessive speeding on Wirt Road but he does not have an update yet.
  - Council Member Byrne said he spoke with Spring Valley Police Captain Schulze about a young boy riding an electric bike unattended on the streets. He said drivers should be cautious of children playing in the street. Council Member Schwarz said the boy was his son and he was in fact supervised. He stated that the police officer that responded to the complaint did not have an issue with the boy riding the bike. He also said his son is responsible, was wearing a helmet and knows to stop when vehicles approach.
- 3.2 <u>Building Officials Report:</u> Deputy Building Official DuVall said that the first permit has been issued for the newly re-platted lots at the North end of Glourie Drive. He said he spoke with a homeowner about the specifications for parking pads and the homeowner had points worth considering. He said he would like to work with the City Engineer to determine a better method to allow vehicles to park along the roadside without creating muddy ruts.

Mayor Pro Tem Maddock asked about an accessory building at 7903 Hilshire Green

Drive and whether it is too close to the fence or is considered impermeable. Building Official Taylor said they had not been granted access to the property by the homeowner at this time but will continue to contact the homeowner and will seek an inspection warrant if necessary, to gain access.

Building Official Taylor said they added a new code enforcement officer to their team.

The City Building Official was excused.

3.3 Engineers Report: Engineer Him said that there was a sanitary sewer blockage at 1322 Pine Chase Drive which Inframark was investigating. He said this line is shared with 1327 Glourie Drive. Engineer Him said there isn't enough drop to connect with Pine Chase Grove, and they have to connect on Glourie where the line is deeper. He said it appears to be the City's responsibility, but he is not sure. Mayor Herron said the four new lots on Glourie Drive will need water and sewer installed. Engineer Him is requesting for Council to approve him to hire a record researcher to determine who has responsibility over that line. City Attorney Bounds said it isn't only whether the easement is recorded but if the City accepted it. He said the line services three (3) lots and should become a City easement.

Engineer Him stated that in regards to the **Hickory Shadows Meter Vault Replacement**, he has been trying to coordinate with TxDOT. The person he spoke to said he was only responsible for permitting but they provided contact information for the right-of-way person. He said the vault lies both in the City's right-of-way and in the Harris County park and we are trying to get clearance from them. Engineer Him said he is also working with the City of Houston who supplies the water to the vault to verify what they need.

Engineer Him said that regarding the **Annual Ditch Cleaning and Maintenance Plan**, DonMar grading has completed all of the cutting and regrading and will install sod this coming Thursday. He also stated that Mayor Herron authorized additional work to be performed on Glourie Drive since the excavator was still there, the cost was under \$5,000. Engineer Him stated that rough cuts had been done in the Pine Chase Grove cul-de-sac.

Engineer Him said that regarding the "Harris County Initiative Development of Minimum Standards", he and the City had a meeting with Mr. Steiber with the Harris County Engineering Department who agreed to have their engineer take a look at the City's ordinance and provide recommendations. He said he doesn't have any issues with the changes they are suggesting.

Council Member Gordy asked Engineer Him to take a look at the issues at **1313 Pine Chase Grove** as he is concerned about the sod being up against the rot board.

Engineer Him said he would go by the property and investigate.

#### 4. DISCUSSION AND POSSIBLE ACTION:

**4.1** Mayor Pro Tem Maddock made a motion to authorize the City Engineer to request quotes for the installation of an eight-inch sanitary sewer lateral to replace the existing sewer service line currently servicing 1324 Pine Chase Grove, 1322 Pine Chase Drive and 1327 Glourie Drive, including a proposal for easement research verification and easement acquisition, seconded by Council Member Byrne.

Engineer Him said the priority is to get the record drawings to determine who is responsible for the sewer line.

A roll call vote was taken to approve the motion approving the City Engineer to request quotes for the installation of an eight-inch sanitary sewer lateral to replace the existing sewer service line currently servicing 1324 Pine Chase Grove, 1322 Pine Chase Drive and 1327 Glourie Drive, including a proposal for easement research verification and easement acquisition.

Council Member Gordy – Aye Council Member Byrne – Aye Mayor Pro Tem Maddock – Aye Council Member Schwarz – Aye

The vote passed unanimously.

The City Engineer was excused.

Mayor Herron recessed the Regular Council Session at 7:33 PM.

#### 5. PUBLIC HEARING

- **5.1** Call to order the Public Hearing: Mayor Herron called to order the Public Hearing at 7:33 P.M.
- **5.2** Public Hearing on the proposed Annual Budget for the Fiscal Year Ending 2021.

City Administrator Blevins said small increases were needed but the budget is essentially the same as last year. She said the Council will be voting on this proposed budget on Monday at 4:00 PM. City Administrator Blevins said sales tax has been increasing lately but she did not increase the budget item because that revenue is not dependable; and court fees have dropped because court is not being held right now. She said \$15,000 is in reserves for the Village Fire Station Renovation. City Administrator Blevins said when additional information is received next week, she will have accurate figures.

Mayor Herron said a majority of the budget is police and fire protection services and not under the City's control.

#### 5.3 NOTICE OF PUBLIC HEARING ON TAX RATE INCREASE

A voter approval tax rate of \$0.590120 per \$100 valuation has been proposed by the governing body of Hilshire Village.

**5.4** Mayor Herron adjourned the Public Hearing and reconvened the Regular Council Session at 7:38 P.M.

#### 6. DISCUSSION AND POSSIBLE ACTION:

- **6.1** City Administrator Blevins went over the changes that had been made to the budget since the last meeting. She stated she went over any changes that she had made. City Administrator Blevins stated she would be bringing an ordinance to Council with an increase of \$0.25 per 1000/gallons for water. City Administrator Blevins said that she would also include numbers for additional infrastructure for the new lots on Glourie and the Sewer Rehabilitation for Pine Chase Grove.
- 6.2 Mayor Herron said resumes were received for the vacant Council Member Position 3, Board of Adjustment and Hilshire Village Cultural Education Facilities Finance Corporation (HVCEFFC) Board positions. He stated that there were eight (8) applicants interested in the Council Member position, four (4) for Board of Adjustments and three (3) for HVCEFFC with an additional interested party in either BOA or HVCEFFC. City Administrator Blevins stated she received an additional resume for the Board of Adjustments position.

Mayor Pro Tem Maddock said he would like to interview applicants and said he was looking for people who have shown interest and participation in the past.

Council Member Gordy said he would also like to talk to the applicants to see how they approach problems.

Council Member Byrne said a face to face interview process at City Hall might help to get to know the applicants. He said it is important to make a swift decision so that the person has time to get acquainted in their seat before the general election next year. Council Member Byrne said he had already spoken to some of the applicants regarding the time involved and spoke about some of their previous city involvements.

Council Member Schwarz said this is a great opportunity for an interested person to see what it is like to be on Council for a shorter time then have the option to be on the ballot in the election in May next year. He said he would like to sit down with each candidate and find people who are independent thinkers and he is encouraged by the interest from the applicants.

Council decided to arrange a Special Council Meeting to conduct an interview process with the applicants after the Special Council Meeting on Monday September 21<sup>st</sup>. City Administrator Blevins said the applicants can be scheduled for certain time frames to

avoid having too many people in the office.

Nancy Friedman Taub, 1313 Pine Chase Drive, asked if council would accept comments from citizens on what attributes they would like to see in the future council member. City Administrator Blevins said that citizens will be allowed to vote on open council positions in the general election, but this is an unfinished term appointment by the current Council Members. City Attorney Bounds said that the Council can have a public meeting then enter closed session to conduct the interviews.

6.3 Mayor Herron said he would like to discuss topic priorities for the Planning and Zoning Committee regarding habitability and personal items placed forward of a front building line. He said household amenities such as electricity, running water, air conditioning and heating including window units, refrigerator and freezer units, washer and dryer, water heater, sinks and wash basins, ovens, dishwashers or other common kitchen appliances, bathing and/or sanitary facilities are being considered.

Mayor Pro Tem Maddock said he opposes window air conditioners for appearance reasons. Council Member Gordy said if neighbors cannot see it then he doesn't have an issue with window air conditioners. He said he does not think that kitchen appliances are necessary but the other items listed are understandable.

Mayor Herron asked for opinions on personal items in residential front yards such as play equipment and lawn furniture.

Council Member Schwarz said he would hate to see us become a community who does not like to spend time in their front yard with neighbors socially. He said his opinion as a family with young kids is to have some limitations and to prevent items from becoming permanent but does not want to prevent families from spending time in the front yards. Mayor Pro Tem Maddock said there are a lot of chairs and tables in the front yards, which have been encouraged by City of Houston, but he doesn't want the City to look junky.

Council Member Gordy said there are a lot of permanent amenities in people's front yards. He said he is sensitive to the impact of the Coronavirus and he wants to see if children going back to school improves the situation or if personal items will be left around in disarray. He said he has a garden bench in his front yard and would be upset if he had to get rid of it so he would consider some limitations.

Mayor Herron suggested defining garden furniture versus play equipment.

City Attorney Bounds said it is difficult to write an ordinance that makes people neat. He said gnomes, gardens, laundry lines, and basketball goals are hard to regulate and it is difficult to come up with a list that makes everyone happy based on personal taste.

The City Attorney was excused.

#### 7. REPORTS TO COUNCIL: (Con't)

**7.1** Fire Commissioner's Report: Commissioner Byrne said there were seven (7) calls in the month of August. He said the fire station reconstruction project is well under way. Commissioner Byrne said the new fire engine was being inspected today and is on time for arrival in October.

Council Member Gordy asked what percent completion the fire station project was at. Commissioner Byrne said the annex building is getting ready for communications and dispatch. He said some of the finishes such as door hardware are being looked at but the project is on schedule.

#### 7.2 Mayor Herron: None

- **7.3** <u>City Administrator's Report:</u> Administrator Blevins said that in preparation of Hurricane Laura, Robert Belt and residents volunteering for the CERT were prepared to respond. She said it was a good trial run. City Administrator Blevins stated that the City has an Interlocal Agreement with Harris County for debris management in the rights-of-way after a storm. However, she said she was informed that the service is not guaranteed and is only provided if Harris County chooses to enact the assistance, and they stated they may not have enough resources.
- **7.4** <u>Treasurer's Report:</u> Administrator Blevins said not all of the statements were received and she does not have final numbers for the month of August yet.
- 8. <u>CONSENT AGENDA:</u> Council Member Byrne asked about the Inframark invoice and flushing records, and why so much water was used on certain dates. Mayor Herron said he would like to understand why flushing all that water is necessary. Administrator Blevins said she would arrange for Bob Ring with Inframark to be at the next Council Meeting to explain and answer questions.

Mayor Pro Tem Maddock made a motion to approve the Consent Agenda presented to Council including the Disbursements, Deposits, Minutes from the Regular Council Meeting, August 18, 2020, Check Register for August, 2020, Proclamation recognizing National Night Out to be held October 5, 2020, on Bromley between Pine Chase and Ridgeley Intersections and Proclamation recognizing Halloween Night to be held October 31, 2020, on Archley Drive, seconded by Council Member Schwarz.

A vote was taken to approve the consent agenda presented to Council including the Disbursements, Deposits, Minutes from the Regular Council Meeting August 18, 2020, Check Register for August, 2020, Proclamation recognizing National Night Out to be held October 5, 2020, on Bromley between Pine Chase and Ridgeley Intersections and Proclamation recognizing Halloween Night to be held October 31, 2020, on Archley Drive.

#### The vote passed unanimously.

). ADDITIONAL	_ COUNCIL	COMMENTS:	None at this time.
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- 10. FUTURE AGENDA TOPICS: None at this time.
- **11. ANNOUNCEMENTS:** Special Council Meeting to be held on September 21, 2020 at 4:00 PM.
- **12.** <u>ADJOURNMENT:</u> Mayor Pro Tem Maddock made a motion to adjourn the meeting, seconded by Council Member Byrne.

A vote was taken to approve the motion to adjourn the meeting. The vote passed unanimously.

The meeting was adjourned at 8:32 P.M.

	Mayor Herron	
ATTEST:		
Susan Blevins, City Secretary		

#### SPECIAL COUNCIL MEETING

- CALL TO ORDER SPECIAL COUNCIL MEETING: Mayor Herron called to order the Special Council Meeting of September 21, 2020, at 4:00 PM. via teleconference due to COVID-19 and the need for social distancing.
  - **1.1** Roll Call: Present were Mayor Herron, Council Member Gordy, Council Member Byrne, Mayor Pro Tem Maddock and Council Member Schwarz. Also present was City Administrator Blevins.
- 2. PUBLIC COMMENTS: None
- **3.** <u>DISCUSSION:</u> General and Utility Fund Budget, Tax Rate, Capital Improvements and Utility Rates.
  - 3.1 City Administrator Blevins reviewed changes that she made to the budget since the previous Council Meeting. She said that she added an infrastructure rehabilitation line item in the Utility budget in case Council decides to proceed with the water and sewer work at Glourie Drive and Pine Chase Grove. She stated the City received definite numbers from the Police Department which was less than anticipated.

## 4. **DISCUSSION AND POSSIBLE ACTION:**

**4.1** Mayor Pro Tem Maddock made a motion to approve Ordinance Number 800-2020 amending Appendix "A" Fee Schedule of the Code of Ordinances of the City of Hilshire Village, Texas, by deleting section 7.200 and replacing it with a new section 7.200 establishing new water and trash rates, seconded by Council Member Gordy.

City Administrator Blevins said this is an annual \$0.25/1000 gallons increase that the City implements to offset costs from using City of Houston water.

A vote was taken to approve the motion approving the City of Hilshire Village Ordinance Number 800-2020 amending Appendix "A" Fee Schedule of the Code of Ordinances of the City of Hilshire Village, Texas, by deleting section 7.200 and replacing it with a new section 7.200 establishing new water and trash rates. The motion passed unanimously.

4.2 Mayor Pro Tem Maddock made a motion to approve Ordinance Number 801-2020 adopting the City of Hilshire Village, Texas, General Budget for the FYE 2021. In accordance with Section 102.007(c) of the Local Government Code, adoption of this year's budget will require raising more revenue from property taxes than in the previous year; therefore, the City must, by separate vote of the City, ratify the property tax increase reflected in the budget. THIS BUDGET WILL

RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$52,036 OR 3.57%, AND OF THAT AMOUNT \$23,746 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR, seconded by Council Member Byrne.

A roll call vote was taken to approve the motion approving the City of Hilshire Village Ordinance Number 801-2020 adopting the City of Hilshire Village, Texas General Budget for the FYE 2021. In accordance with Section 102.007(c) of the Local Government Code, adoption of this year's budget will require raising more revenue from property taxes than in the previous year; therefore, the City must, by separate vote of the City, ratify the property tax increase reflected in the budget. THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$52,036 OR 3.57%, AND OF THAT AMOUNT \$23,746 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

Mayor Pro Tem Maddock – Aye Council Member Gordy – Aye Council Member Byrne – Aye Council Member Schwarz – Aye The motion passed unanimously.

**4.3** Mayor Pro Tem Maddock made a motion to approve a component of the tax rate in the amount of \$0.140804/100 for the purpose of paying the accruing interest and to provide a sinking fund for payment of the indebtness of the City for the next fiscal year, seconded by Council Member Byrne.

A vote was taken to approve the motion to approve a component of the tax rate in the amount of \$0.140804/100 for the purpose of paying the accruing interest and to provide a sinking fund for payment of the indebtness of the City for the next fiscal year. The motion passed unanimously.

**4.4** Mayor Pro Tem Maddock made a motion to approve a component of the tax rate in the amount of \$0.449316/100 for the purpose of funding the maintenance and operation expenditures of the City for the FYE 2021, seconded by Council Member Gordy.

A vote was taken to approve the motion to approve a component of the tax rate in the amount of \$0.449316/100 for the purpose of funding the maintenance and operation expenditures of the City for the FYE 2021. The motion passed unanimously.

**4.5** Mayor Pro Tem Maddock made a motion that the 2020 property tax rate be increased by the adoption of a tax rate of \$0.590120/100 which is effectively a 2.15 percent increase in the tax rate. THIS TAX RATE WILL RAISE MORE

TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$30.00, seconded by Council Member Byrne.

A roll call vote was taken to approve the motion that the 2020 property tax rate be increased by the adoption of a tax rate of \$0.590120/100 which is effectively a 2.15 percent increase in the tax rate. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$30.00.

Mayor Pro Tem Maddock – Aye Council Member Gordy – Aye Council Member Byrne – Aye Council Member Schwarz – Aye The motion passed unanimously.

4.6 Mayor Pro Tem Maddock made a motion to approve Ordinance Number 802-2020 providing for the levy and collection of Ad Valorem taxes of the City of Hilshire Village, Texas, for the year 2020 providing for two components to the proposed tax rate, consisting of a tax rate of \$0.140804 on each one hundred dollars for the purpose of paying the accruing interest and to provide a sinking fund for payment of the indebtedness of the City, and a tax rate of \$0.449316 on each one hundred dollars for the purpose of funding the maintenance and operation expenditures; providing for the date on which such taxes shall be due and payable; providing for penalty and interest on all taxes not timely paid; and repealing all ordinance or parts of ordinances inconsistent or in conflict herewith; and providing for severability. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$30.00, seconded by Council Member Gordy.

A roll call vote was taken to approve Ordinance Number 802-2020 providing for the levy and collection of Ad Valorem taxes of the City of Hilshire Village, Texas, for the year 2020 providing for two components to the proposed tax rate, consisting of a tax rate of \$0.140804 on each one hundred dollars for the purpose of paying the accruing interest and to provide a sinking fund for payment of the indebtedness of the City, and a tax rate of \$0.449316 on each one hundred dollars for the purpose of funding the maintenance and operation expenditures; providing for the date on which such taxes shall be due and payable; providing for penalty and interest on all taxes not timely paid; and repealing all ordinance or

parts of ordinances inconsistent or in conflict herewith; and providing for severability. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$30.00.

Mayor Pro Tem Maddock – Aye Council Member Gordy – Aye Council Member Byrne – Aye Council Member Schwarz – Aye The motion passed unanimously.

4.7 Mayor Pro Tem Maddock made a motion for the City of Hilshire Village to enter into an Interlocal Agreement with Harris County for the Coronavirus Relief Fund Grant (CRF) for Small Cities and Terms and Conditions and authorize the City Administrator to complete forms and submit them, seconded by Council Member Gordy.

City Administrator Blevins said a lot of the smaller cities are going for this CRF Grant. She stated that Harris County is working with the cities that are interested in using the funds for equipment that has become necessary due to COVID-19. She stated that the money can be used to updated computer equipment including software. City Administrator Blevins also stated that a requirement is that the money can only be used for items that weren't already in the city budget.

Council Member Gordy said he has gotten used to and appreciates the digital format of the council meeting packets and would support the purchase of laptops and related software using this program. He also said that HVAC sanitation systems are becoming more common and suggested that may be another productive use of funds.

City Administrator Blevins said she will do more research on the deadlines and requirements of the Grant and will report back to Council.

A vote was taken to approve the motion for the City of Hilshire Village to enter into an Interlocal Agreement with Harris County for the Coronavirus Relief Fund Grant (CRF) for Small Cities and Terms and Conditions and authorize the City Administrator to complete forms and submit. The motion passed unanimously.

**4.8** Mayor Pro Tem Maddock made a motion to approve Disbursements as presented to Council, seconded by Council Member Gordy.

City Administrator Blevins said she received an additional invoice for DonMar Grading in the amount of \$4,250.00 for the Pine Chase Grove cul-de-sac and drainage repairs.

A vote was taken to approve the motion to approve Disbursements as presented to Council. The motion passed unanimously.

- 5. ADDITIONAL COUNCIL COMMENTS: None
- **6.** Mayor Pro Tem Maddock made a motion to adjourn the meeting, seconded by Council Member Gordy.

A vote was taken to approve the motion to adjourn the meeting. The motion passed unanimously.

The meeting was adjourned at 4:33 P.M.

	Mayor Herron	
ATTEST:		
Susan Blevins, City Secretary		

#### MONDAY, SEPTEMBER 21, 2020 SPECIAL COUNCIL MEETING, COUNCIL WORKSHOP AND EXECUTIVE SESSION 4:50 P.M.

#### SPECIAL COUNCIL MEETING

- CALL TO ORDER SPECIAL COUNCIL MEETING: Mayor Herron called to order the Special Council Meeting of September 21, 2020, at 4:50 P.M. via teleconference due to COVID-19 and the need for social distancing.
  - **1.1 Roll Call:** Present were Mayor Herron, Council Member Gordy, Council Member Byrne, Mayor Pro Tem Maddock, and Council Member Schwarz. Also present was City Administrator Blevins.

#### 2. PUBLIC COMMENTS: None

Council discussed the procedures for the interviews.

Recess the Special Council Meeting to go into a Council Workshop with Council and Individual Candidates

#### 3. COUNCIL WORKSHOP:

3.1 ONE ON ONE INTERVIEWS TO FILL COUNCIL MEMBER POSITION THREE

Keri Collins, Andy Carey, Gerald Fitts, Brock Griffiths, Kathleen Stafford and Sara Sommers Wilks

Convene the Special Council Workshop to go immediately into Executive Session

- 4. <u>CLOSED EXECUTIVE SESSION</u>: City Council reserves the right to adjourn into executive session for a personnel matter under Texas Government Code Sec. 551.074
  - **4.1** Deliberate the appointment of a public officer.

Convene the Special Council Session to take action on the Executive Session, the time was 7:18 P.M.

#### 5. ACTION ITEM:

**5.1** Council Member Schwarz made a motion to nominate Andy Carey to the vacant Council Member Position (Position Three), seconded by Council Member Byrne.

A vote was taken to approve the motion to nominate and appoint Andy Carey to the vacant Council Member Position (Position Three) for the remainder of the unexpired term. The vote passed unanimously.

# MONDAY, SEPTEMBER 21, 2020 SPECIAL COUNCIL MEETING, COUNCIL WORKSHOP AND EXECUTIVE SESSION 4:50 P.M.

**6.** <u>ADJOURN MEETING:</u> Council Member Byrne made a motion to adjourn the Special Council Meeting, seconded by Mayor Pro Tem Maddock.

A vote was taken to approve the motion to adjourn the meeting. The motion passed unanimously.

The meeting was adjourned at 7:23 P.M.		
ATTEST:	Mayor Herron	
Susan Blevins, City Secretary		

# CITY OF HILSHIRE VILLAGE

Check Register For the Period From Sep 1, 2020 to Sep 30, 2020

Filter Criteria includes: Report order is by Check Number.

Filter Criteria includes: Repo Check #	Date	Payee	Cash Account	Amount
8321	9/1/20	Waste Corporation of Tex	11114	6,799.59
8322	9/1/20	Village Fire Department	11114	20,063.68
8323	9/1/20	Villages Mutual Insurance	11114	1,782.13
8324	9/9/20	Centerpoint-Energy	11114	24.22
8325	9/9/20	Sanchez Landscaping	11114	715.00
8326	9/16/20			
		Amegy Bank	11114	420.72
8327	9/16/20	Harris County Appraisal	11114	2,655.00
8328	9/16/20	CDW Government	11114	377.26
8329	9/16/20	Northwest Pest Patrol	11114	495.00
8330	9/16/20	Olson & Olson, Attys at L	11114	1,512.50
8331	9/16/20	Houston Chronicle	11114	1,897.70
8332	9/16/20	Cassie Stephens	11114	400.43
8333	9/16/20	Susan Blevins	11114	1,753.95
8334	9/16/20	BBG Consulting	11114	2,500.00
8335	9/16/20	HDR	11114	20,077.71
8336	9/16/20	Friends of SpringBranch	11114	250.00
8337	9/17/20	A T & T	11114	75.95
8338	9/17/20	Vital Records Control	11114	65.47
8339	9/17/20	Protection One	11114	532.82
8340	9/18/20	Hudson Energy Services L	11114	550.00
8341	9/30/20	Petty Cash	11114	106.75
8342	9/30/20	Cary M. Moran	11114	160.00
8343	9/30/20	Harris County	11114	100.00
8344	9/30/20	Hilshire Village Utility	11114	790.02
ACH 09-01-20	9/1/20	Sprg.Valley GenFund- Pol	11114	41,820.42
ACH 09-02-20	9/2/20	Texas Municipal Retireme	11114	1,906.46
ACH 09-15-20	9/15/20	Susan N. Blevins	11114	2,879.38
ACH 09-30-20	9/30/20	Susan N. Blevins	11114	2,879.38
ACH1 09-15-20	9/15/20	Cassandra L. Stephens	11114	1,542.58
ACH1 09-30-20	9/30/20	Cassandra L. Stephens	11114	1,542.58
ELECTRONIC 09-15-20	9/15/20	Internal Revenue Service	11114	1,701.48
ELECTRONIC 09-30-20	9/30/20	Texas Municipal Retireme	11114	1,935.14
METRO 1 2109	9/24/20	DonMar Grading, Inc.	11120	15,000.00
METRO 1 2110	9/24/20	DonMar Grading, Inc.	11120	11,550.00
Total		<i>C</i> ,		146,863.32
10411				=======================================

# CITY OF HILSHIRE VILLAGE - UTILITY FUND Check Register For the Period From Sep 1, 2020 to Sep 30, 2020

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
3905	9/1/20	Inframark, LLC	11012	2,000.00
3906	9/1/20	A T & T	11012	227.91
3907	9/1/20	Cityof Houston#7099-300	11012	24,322.03
3908	9/16/20	HDR	11012	247.24
3909	9/16/20	Texas Excavation Safety S	11012	19.00
3910	9/16/20	USIC Locating Services	11012	834.30
3911	9/16/20	Inframark, LLC	11012	3,685.36
3912	9/17/20	DSHS Central Lab MC20	11012	106.96
3913	9/18/20	City of Houston, Public W	11012	7,774.81
3914	9/18/20	Cityof Houston#7099-300	11012	21,251.64
3915	9/30/20	Inframark, LLC	11012	2,016.08
3916	9/30/20	Hudson Energy Services L	11012	20.74
Total				62,506.07





September 11, 2020

City of Hilshire Village 8301 Westview Dr. Houston, TX 77055

City Clerk/Manager/Administrator:

Re: Annual Notification Pursuant to SB 1152

Last year, the Texas Legislature adopted SB 1152, which amends Chapter 283 of the Local Government Code ("Chapter 283") and Chapter 66 of the Utilities Code ("Chapter 66"). The amendment impacts the obligation of certificated telecommunications and franchised video providers, 1 such as AT&T, to pay fees for use of municipal rights-of-way. Accordingly, AT&T is providing this notification for filing regarding the payment of annual compensation to your city in calendar year 2021.<sup>2</sup>

The amended statutes require that each entity that pays both Chapter 283 municipal fees and Chapter 66 video franchise fees must identify the amounts of both such compensations collectively for all municipalities in the state, compare the two amounts — and cease paying the lesser of the two fees, statewide, for the next calendar year.<sup>3</sup> Based upon that review, AT&T has determined that for 2020, the Company paid more, statewide, in municipal fees under Chapter 283 than it would have paid in video franchise fees under Chapter 66.

Therefore, in 2021, AT&T will pay municipal fees to your city under Chapter 283 but is exempt from paying Chapter 66 video franchise fees. However, the company will continue to pay the one percent "PEG" (Public, Educational and Government television) fee, in Chapter 66, to those cities receiving this compensation in 2020, as SB 1152 does not impact the PEG fee.

Please contact me should you have any questions.

Regards,

Stacy Canady AT&T External Affairs 404.402.0843 sc6592@att.com

<sup>&</sup>lt;sup>1</sup> Certificated telecommunications providers and holders of state-issued certificates of franchise authority.

<sup>&</sup>lt;sup>2</sup> See Local Government Code, §283.051(f) and Utilities Code, §66.005(f).

<sup>&</sup>lt;sup>3</sup> See Local Government Code §283.051(d) and Utilities Code, §66.005(d).