



# Regular Council Meeting Agenda

Tuesday, June 21, 2022 at 6:30 PM  
8301 Westview Drive, Houston, Texas 77055

---

**The City Council of the City of Hilshire Village, Texas will meet on Tuesday, June 21, 2022 at 6:30 PM in the City Hall Council Chambers at 8301 Westview, Houston, Texas 77055.**

**Social distancing is requested and face masks are recommended. Any person may participate and address the City Council at the meeting by Zoom, telephone, personal appearance at City Hall, or by writing.**

Join Zoom Meeting

Join Zoom Meeting

<https://us06web.zoom.us/j/84472662243?pwd=WIEyc3Q0b0dKZ1JMN2Z1BXaIVYUT09>

Meeting ID: 844 7266 2243

Passcode: 046729

One tap mobile

+13462487799,,84472662243#,,,,\*046729# US (Houston)

+16699006833,,84472662243#,,,,\*046729# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

Meeting ID: 844 7266 2243

Passcode: 046729

This meeting agenda is posted online at <http://www.hilshirevillagetexas.com>.

IF YOU WOULD LIKE TO SEND YOUR COMMENTS PRIOR TO THE MEETING PLEASE SEND TO [susan.blevins@hilshirevillagetexas.com](mailto:susan.blevins@hilshirevillagetexas.com).

## 1. **CALL TO ORDER**

- 1.A. Invocation given by Council Member Gordy
- 1.B. Pledge of Allegiance
- 1.C. Roll Call

## 2. **CITIZEN'S COMMENTS**

*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**

- 3.A. Introduction of the new City Clerk, Lisa Ray to Council
- 3.B. Police Report:  
Flock Cameras
- 3.C. Fire Commissioner's Report (Commissioner Byrne)
- 3.D. Building Official's Report
- 3.E. Engineer's Report:  
8006 Anadell Street  
1220 Archley Drive  
1210 Ridgeley Drive  
Wirt Road Safety Project/City of Houston Interlocal Agreement

## 4. **DISCUSSION AND POSSIBLE ACTION**

- 4.A. Discussion and Possible Approval of the City of Hilshire Village Resolution # 2022-232 approving the Village Fire Department's 2021 Intra-Budgetary Transfers to balance the deficit of \$120,822 and to approve the 2021 Audit
- 4.B. Discussion and Possible Approval of the City of Hilshire Village Resolution # 2022-233 approving a Budget Amendment of \$515,846 for the Village Fire Department's 2022 Budget
- 4.C. Discussion and Possible Approval of the City of Hilshire Village Resolution # 2022-231 approving the Proposed 2023 Village Fire Department Budget in the amount of \$8,689,847.78 with Hilshire Village's 2023 Annual Assessment being \$260,695.42

- [4.D.](#) Authorize the City Administrator to enter into a one year contract with Houston Community Newspapers & Media Group for publication advertisements
- [4.E.](#) Authorize City Administrator to purchase Express Vote Ballot Marking Device for Elections for a not to exceed amount of \$3,795.00 for equipment and warranty license and maintenance and support fees annually of \$167.50
- [4.F.](#) Authorize approval of Ordinance Number 823-2022 of the City of Hilshire Village Code of Ordinance granting to CenterPoint Energy Resources Corp, DBA CenterPoint Energy Texas Gas Operations, the right, privilege and franchise to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the public rights-of-way of the City of Hilshire Village, Texas for the transportation, delivery, sale and distribution of Natural Gas; containing other provisions relating to the foregoing subject; proving for severability and providing an effective date.
- [4.G.](#) Authorization of Resolution # 2022-234 approving a tax-exempt financing by the Hilshire Village Cultural Education Facilities Finance Corporation for the benefit of Providence Classical School, and related matters.
- [4.H.](#) Approval of the City of Hilshire Village Ordinance # 822-2022 approving utility billing due dates and fees
- [4.I.](#) Approve salary increase for Assistant City Secretary to be effective immediately

**5. REPORTS TO COUNCIL**

- [5.A.](#) Mayor Buesinger's Report:  
Meeting with Commissioner Ramsey
- [5.B.](#) City Administrator's Report: (City Administrator Blevins)  
Complaint Log  
Consent Agenda  
Verizion Infrastructure  
Board of Adjustment Meeting  
Amegy Bank Utility Account Fraud
- [5.C.](#) City Treasurer's Report (City Administrator Blevins)

**6. CONSENT AGENDA**

- [6.A.](#) Disbursements
- [6.B.](#) Approve Minutes from the Regular Council Meeting of May 17, 2022
- [6.C.](#) Check Registers

- 7. CLOSED EXECUTIVE SESSION:** Recess to closed meeting to deliberate the appointment, employment, duties, pay and benefits of public employees (as permitted by Texas Government Code Sections 551.071, attorney consultation and 551.074, personnel).

**7.A.** Discussion of the duties of the Fire Commissioner

**7.B.** Discussion and Possible Action to deliberate and consider any actions necessary on any items discussed in the Executive Session.

**8. ADDITIONAL COUNCIL COMMENTS**

**9. FUTURE AGENDA TOPICS:**

Lighting  
Structures in front of the front building line

**10. ANNOUNCEMENTS**

**11. ADJOURNMENT**

NOTES:

\*Agenda items may be considered in any order.

\* In the event a quorum of the city council is not present, the members who are present may meet as a sub-committee of council to discuss the agenda items above.

\*City Council may recess into a closed meeting at any time during the open meeting to discuss any of the matters listed above as authorized by Texas Government Code, Sections 551.071 (Consultation with Attorney), 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).

**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 June 17, 2022 at 1:00 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.

# SPRING VALLEY POLICE DEPARTMENT

## Calls - By Type

05\01\2022  
thru 05\31\2022  
Zone is: HILSHIRE VILLAGE

Type	Description	# Of Calls
22	ALARM	5
23	AMBULANCE CALL	2
135	BUSINESS CHECK	139
68	HOUSE CHECK	1
70	INFORMATION	7
76	LOUD NOISE	1
81	OPEN DOOR	6
86	PUBLIC RELATIONS	126
99	STALLED VEHICLE	1
105	SUSPICIOUS VEHICLE	1
11	TRAFFIC STOP	11
111	VEHICLE BLOCKING ROADWAY	8
117	WELFARE CONCERN	1
<b>Total</b>		<b>309</b>

A	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15															
		Total Number of Incidents 2022			Life Threatening (LT) EMS Incidents					Life Threatening (LT) Fire Incidents						
		Fire	EMS	Total	# LT EMS	Natl Stand. 6:30 1st Resp. Time	of 90%	Natl. Stand 10:30 ALS Resp Time	of 90%	# LT Fire	Natl Stand. 6:50 Response Time	of 90%	% of 2022 Calls are:		Fire Alarms	% of Fire Calls
Bunker Hill Village	69	54	123	24	2:56	100%	5:47	100%	10	5:23	100%	56%	44%	33	48%	
Hedwig Village	81	116	197	66	2:56	100%	2:58	100%	10	3:09	100%	41%	59%	36	44%	
Hilshire Village	10	20	30	12	3:28	100%	5:16	100%	1	5:42		33%	67%	4	0%	
Hunters Creek Village	88	58	146	26	3:58	100%	5:34	100%	11	4:00	100%	60%	40%	34	39%	
Piney Point Village	79	42	121	23	3:40	100%	5:01	100%	5	4:06	100%	65%	35%	42	53%	
Spring Valley Village	90	87	177	42	2:40	100%	4:21	100%	16	4:25	100%	51%	49%	19	21%	
Houston	37	0	37													
<b>Totals</b>	<b>454</b>	<b>377</b>	<b>831</b>	<b>193</b>	<b>3:16</b>	<b>100%</b>	<b>4:49</b>	<b>100%</b>	<b>53</b>	<b>4:27</b>	<b>100%</b>	<b>55%</b>	<b>45%</b>	<b>168</b>	<b>34%</b>	

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 are "fire type" calls.

Column 14: Reflects the year to date, percentage of call which are "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.



### Plan Review and Permit Log

	Date	Permit Number	Address	Issued To	Amount Received	Description / Scope
1	Mon 5/9/22	HV-22-046DEMO-	1210 Ridgeley Dr	Demolition Expert Tree Service	\$ 230.00	Demolition - Gazebo
2	Tue 5/3/22	HV-22-047R	1035 Wirt Road	Best Roofing	\$ 240.00	Roofing
	Mon 5/2/22	HV-22-048B	1210 Ridgeley Dr	McCollum Custom Homes	\$ 1,800.00	Plan Review - Drainage
3	Thu 5/5/22	HV-22-049T	7923 Hilshire Green Dr	Mayco Tree Services	\$ -	Tree Removal - Dead
	Thu 5/5/22	HV-22-050G	6 Hilshire Grove Ln	Texas Made Electric	\$ -	Plan Review - Generator
4	Fri 5/6/22	HV-22-050GE	6 Hilshire Grove Ln	Texas Made Electric	\$ 330.00	Electrical - Generator w/ Poured Slab
5	Tue 5/10/22	HV-22-018P	12 Pine Creek Ln	Dash Plumbing	\$ 530.00	Plumbing - New Construction
6	Mon 5/16/22	HV-22-051EC	1303 Friarcreek Ln	Erosion Control Systems	\$ 980.00	Erosion Control
7	Mon 5/16/22	HV-22-052DEMO	1126 Guinea Dr	Demolition Experts	\$ 330.00	Demolition
8	Tue 5/17/22	HV-22-053T	1253 Archley	Santos Tree Service	\$ -	Tree Removal - Dying
9	Wed 5/18/22	HV-22-054E	(3) Flock Cameras	Flock Group Inc	\$ -	Electrical - LPR Cameras
10	Thu 5/19/22	HV-22-055AB	8002 Bromley Rd	Plan and Planting	\$ 240.00	Accessory Structure - Pergola
11	Fri 5/20/22	HV-22-055D	8002 Bromley Rd	Plan and Planting	\$ 240.00	Drainage - Secondary
12	Wed 5/18/22	HV-22-056D30	1241 Ridgeley	Action Trucking	\$ 25.00	30-Day Dumpster
13	Mon 5/23/22	HV-22-057T	1213 Archley Dr	Mario's Lawn Service & Tree Care	\$ -	Tree Removal - Dead
14	Wed 5/25/22	HV-22-058P	1200 Pine Chase Dr	We Do Repipes Inc	\$ 230.00	Plumbing - Repipe & Water Heater
15	Wed 5/25/22	HV-22-052P	1126 Guinea Dr	Strutton Plumbing	\$ 180.00	Plumbing - Sewer Disconnect
16	Fri 5/27/22	HV-21-078I	14 Pine Creek Ln	Outdoor Development	\$ 240.00	Plumbing - Irrigation
17	Thu 5/19/22	HV-22-051T	1303 Friarcreek Ln	Erosion Control Systems	\$ -	Tree Removal - Dead

## Inspection Log

Log #	Address	Permit #	Request Type	Pass or Fail	Date	Inspector	
1	22-149	1035 Wirt Rd	HV-22-047R	Roof Final	Pass	5/6/22	BBG
2	22-150	7907 Hilshire Green	HV-12-045P	Gas Test	Pass	5/12/22	BBG
3	22-151	8373 Westview Dr	HV-21-016FS	Fire Sprinkler Final	Pass	5/12/22	Rusty Kattner
4	22-152	1126 Guinea Dr	HV-22-052DEMO	Pre-construction perimeter screened fencing, silt fencing, tree protection.	Pass	5/17/22	BBG
5	22-153	6 Hilshire Grove Ln	HV-22-050GE	Electrical Reconnect	Pass	5/12/22	BBG
6	22-154	6 Hilshire Grove Ln	HV-22-050GE	Electrical Rough	Pass	5/12/22	BBG
7	22-155	6 Hilshire Grove Ln	HV-22-050GE	Electrical Final	Pass	5/12/22	BBG
8	22-156	14 Pine Creek In	HV-21-078P	Shower Pan	Pass	5/18/22	BBG
9	22-157	1201 Pine Chase Dr	HV-21-059GE	Generator Final	Pass	5/18/22	BBG
10	22-158	8002 Bromley Rd	HV-22-055AB	Pre-pour inspection - footings	Pass	5/20/22	BBG
11	22-159	8002 Bromley Rd	HV-22-055D	Drainage Cover	Pending Review	5/20/22	Javier Vasquez
12	22-160	12 Pine Creek Lane	HV-22-018P	Plumbing Ground	Pass	5/24/22	BBG
13	22-161	1123 Guinea Dr	HV-21-041E2	Electrical Ground	Pass	5/24/22	BBG
14	22-162	8001 Bromley St	HV-21-111B	Clips & Straps	Pass	5/25/22	BBG
15	22-165	12 Pine Creek Ln	HV-22-018E	T-pole	Pass	6/1/22	BBG
16	22-166	12 Pine Creek Ln	HV-22-018B	Foundation	Pass	6/1/22	BBG
17	22-167	1200 Pine Chase Dr	HV-22-058P	Re-Pipe Final	Pass	5/27/22	BBG



June 17, 2022

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

Re: Engineer's Report for June 21, 2022 Council Meeting  
HDR Job No. 10281855

Dear Mayor and Council Members:

HDR Engineering, Inc. (HDR) is pleased to submit this report on engineering related issues from May 13, 2022 to June 17, 2022.

1. On-Going Services (10336207):

a. 8006 Anadell Street –

- On May 27, 2022, HDR performed an As Built Inspection on the Pool Drainage Plan for 8006 Anadell Street. The as built drainage plan submittal is currently being reviewed for comments.

b. 1220 Archley Drive –

- On June 6, 2022, HDR performed a parking pad layout inspection for 1220 Archley Drive. The inspection was passed with exceptions noted.

c. 1210 Ridgeley Drive –

- On June 14, 2022, HDR reviewed and returned comments for the Drainage Plan for 1210 Ridgeley Drive. HDR is currently coordinating comments and awaiting resubmittal to address comments on the drainage plan.

d. Wirt Road Safety Project/City of Houston Interlocal Agreement –

- Mr. Patrick Nguyen (COH TDO Division Manager) confirmed that Council Member Peck's Council District Special Fund (CDSF) has been programmed in other street projects within her District. Unless she would like to redirect her fund, they do not believe that cost sharing or contribution to the Wirt Road Safety Project (i.e. sidewalk design services) is possible at this point. However, the COH is committed to assist City of Hilshire Village in providing assistance with plan and permit review/approval including coordination with CenterPoint and other utility companies.

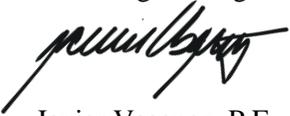
hdrinc.com 4828 Loop Central Drive, Suite 800  
Houston, Texas 77081  
T 713-622-9264 F 713-622-9265  
Texas Registered Engineering Firm F-754

- Based on this information, an Interlocal Agreement (ILA) with COH will no longer be required, only the ILA with HC Precinct 3 will be needed since they will be funding and overseeing the sidewalk construction.

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.



Javier Vasquez, P.E., CFM  
Civil Engineer

cc: Files (10336207)

**RESOLUTION NO. 2022-232**

WHEREAS, the Villages of Bunker Hill Village, Hedwig Village, Hilshire Village, Hunter’s Creek Village, Piney Point Village and Spring Valley (“Cities”) entered into an interlocal agreement on December 20, 1978 to establish a common municipal fire department to provide fire prevention, protection, suppression, investigation and emergency ambulance service for the property and inhabitants of each city; and,

WHEREAS, it was and is the desire of the contracting Cities that such common municipal fire department shall be jointly owned and operated by such contracting Cities; and

WHEREAS, the Fire Commission desires to ask each contracting City to approve the Village Fire Department’s 2021 Intra-Budgetary Transfers and to balance the deficit of \$120,822, and

NOW, THEREFORE, we, one of the undersigned contracting Cities, do hereby give our approval and consent, as evidenced by this Resolution, to the Fire Commission to approve the Village Fire Department’s 2021 Intra-Budgetary Transfers and to balance the deficit of \$120,822.

PASSED AND APPROVED by the City Council of the City of Hilshire Village this 21st of June, 2022.

\_\_\_\_\_

Robert Buesinger, Mayor

ATTEST:

\_\_\_\_\_  
Susan Blevins, City Secretary



# Village Fire Department



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

*Protecting and Serving the Cities of:*

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

**To:** Ms. Susan Blevins, City of Hilshire Village  
Ms. Wendy Bambridge, City of Hedwig Village  
Mr. Bobby Pennington, City of Piney Point Village  
Ms. Julie Robinson, City of Spring Valley  
Ms. Karen Glynn, City of Bunker Hill Village  
Mr. Tom Fullen, City of Hunters Creek Village

**CC:** Village Fire Department Commissioner and Alternates

**From:** Marlo Longoria

**Date:** May 12, 2022

**Re:** 2021 deficit, 2022 budget amendment, and 2023 Budget

---

*Consider the following items to be placed on your agenda. Copies for your VFD Commissioner/Alternate, Mayor, and City Council members are enclosed. If you have any questions or need anything else, please let me know.*

During a special called meeting, May 11, 2022, the fire commission approved the following items. Please place the following items on your agenda for consideration and advise us on your council's action in writing.

- Intra-budgetary transfers and 2021 deficit of \$120,822
- 2022 budget amendment of \$515,846
- 2023 budget in the amount of \$8,689,847.78 funded by annual assessments.

Thank you,

Marlo Longoria  
Village Fire Department, Administrator  
Enclosures

# Village Fire Department



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

*Protecting and Serving the Cities of:*

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

May 12, 2022

The Honorable Mayor of  
City of Hilshire Village

The Honorable Tom Jinks  
Mayor, City of Hedwig Village

The Honorable Marcus Vajdos  
Mayor, City of Spring Valley Village

The Honorable Robert P. Lord  
Mayor, City of Bunker Hill Village

The Honorable Mark Kobelan  
Mayor, City of Piney Point Village

The Honorable Jimmy Pappas  
Mayor, City of Hunters Creek Village

Dear Mayors:

In accordance with the terms of the Interlocal Agreement, the Village Fire Department's 2021 Deficit, 2022 Budget Amendment, and 2023 Budget are hereby submitted for consideration and approval by the Cities. Pursuant to Section 5.02 of the Interlocal Agreement, by a unanimous vote of Commissioners, the Board has approved and recommended this budget. Please place the items on your council's agenda for consideration, and within the time and manner specified in the Interlocal, then advise the department of your City Council's action.

During a special called meeting, on May 11, 2022, by unanimous vote, the fire commission approved the following items: amend the 2021 budget deficit of \$120,822 due to the staffing of the second ambulance because of increased call volume and long hospital wait times.

The 2022 budget amendment of \$515,846.00 includes paying overtime to staff the second ambulance through June 2022. It also consists of a 5% mid-year cost of living increase (2.5 % annualized), hiring 3 full-time employees, and overtime as necessary to staff the second ambulance.

2021 Intra Budgetary Transfers A

	B	C	D	E
Village Fire Department	Actual 2021 Expenditures	Approved 2021	Intra-Budgetary Transfers-2021 Plus/(Minus)	Adjusted 2021 Budget
<b>CAPITAL EXPENDITURES</b>				
Contingency-Physical Plant	0.00	10,000.00	0.00	10,000.00
Misc Tools & Equip./Hose	26,382.81	36,000.00	0.00	36,000.00
Protective Gear	73,981.31	26,000.00	(28,364.12)	54,364.12
Radio Purchase	0.00	0.00	0.00	0.00
	<b>100,364.12</b>	<b>72,000.00</b>	<b>(28,364.12)</b>	100,364.12
<b>PERSONNEL EXPENDITURES</b>				
Salaries	4,116,473.89	4,181,596.00	0.00	4,181,596.00
Salaries-O/T	247,431.17	110,000.00	(70,287.81)	180,287.81
457 Plan		82,632.00		
Prof Certification	54,083.37	46,000.00	(7,298.90)	53,298.90
FICA Tax	336,153.75	338,175.00	0.00	338,175.00
Disability Insurance	24,715.53	25,500.00	0.00	25,500.00
Employee Retirement	412,051.16	284,221.00	(97,830.16)	382,051.16
Hospitalization Ins.	861,536.47	723,000.00	(18,536.47)	741,536.47
Meal Allowances	35,025.60	35,000.00	(25.60)	35,025.60
Workers Compensation	39,660.21	35,000.00	(3,610.06)	38,610.06
Rewards	0.00	150,000.00	0.00	
CPR Training Fees & Expenses	(1,050.15)	0.00	0.00	
	<b>6,126,081.00</b>	<b>6,011,124.00</b>	<b>(197,589.00)</b>	5,976,081.00
<b>OPERATIONAL EXPENDITURES</b>				
Ambulance Med. Sup.	66,023.68	62,000.00	4,023.68	57,976.32
Bldg. Supplies/Maint.	38,380.49	45,000.00	0.00	45,000.00
Chemicals	0.00	2,000.00	0.00	2,000.00
Emergency Contingency	6,025.12	20,000.00	0.00	20,000.00
Dues/Subscrip/Manuals	1,479.91	6,500.00	0.00	6,500.00
Fuel Software expense	0.00	0.00	0.00	0.00
Fire Prevent/Relations	7,134.72	15,000.00	0.00	15,000.00
Gas & Oil	37,806.67	45,000.00	0.00	45,000.00
Insurance-Casualty	53,782.75	42,000.00	11,782.75	30,217.25

Maint of Equipment	191,995.74	145,000.00	46,995.74	98,004.26
Miscellaneous Exp.	4,631.46	7,200.00	0.00	7,200.00
Office Expenses	82,635.70	37,000.00	12,703.20	24,296.80
Prof. Services	127,494.59	125,480.00	(2,014.59)	127,494.59
Public Utilities	44,582.23	65,000.00	0.00	65,000.00
Rent	10.00	10.00	0.00	10.00
State Cert. Fees	5,057.36	6,000.00	0.00	6,000.00
Training Programs	20,867.37	33,000.00	0.00	33,000.00
Uniforms	12,748.07	25,000.00	451.27	24,548.73
EMS Training	0.00	17,000.00	0.00	
	<b>700,655.86</b>	<b>698,190.00</b>	<b>73,942.05</b>	607,247.95
	<b>6,927,100.98</b>	<b>6,781,314.00</b>	<b>(152,011.07)</b>	6,683,693.07
City Fuel Payment		0.00		
Other		23,891.00		
Ambulance Contribution for 2019 Deficit		0.00		
interest 2020		1,074.00		
Beginning Fund Balance 2020	70,187.00			
	6,927,100.98	6,806,279.00	(120,821.98)	(191,009)
<b>Transfers from GF to FF per commission approval - 2020 surplus</b>			70,187.00	70,187.00
			(191,008.98)	0.00
<b>Page 19</b>	<b>2020 Excess of Revenues - Page 19</b>			<b>(120,822)</b>

**RESOLUTION NO. 2022-233**

WHEREAS, the Villages of Bunker Hill Village, Hedwig Village, Hilshire Village, Hunter's Creek Village, Piney Point Village and Spring Valley ("Cities") entered into an interlocal agreement on December 20, 1978 to establish a common municipal fire department to provide fire prevention, protection, suppression, investigation and emergency ambulance service for the property and inhabitants of each city; and,

WHEREAS, it was and is the desire of the contracting Cities that such common municipal fire department shall be jointly owned and operated by such contracting Cities; and

WHEREAS, the Fire Commission desires to ask each contracting City to approve the Village Fire Department's Proposed 2022 Village Fire Department Budget Amendment in the amount of \$515,846 and;

NOW, THEREFORE, we, one of the undersigned contracting Cities, do hereby give our approval and consent, as evidenced by this Resolution, to the Fire Commission to approve the Village Fire Department's Proposed 2022 Budget Amendment in the amount of \$515,846; and

PASSED AND APPROVED by the City Council of the City of Hilshire Village this 21<sup>st</sup> of June, 2022.

\_\_\_\_\_  
Robert Buesinger, Mayor

ATTEST:

\_\_\_\_\_  
Susan Blevins, City Secretary



# Village Fire Department



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

*Protecting and Serving the Cities of:*

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

**To:** Ms. Susan Blevins, City of Hilshire Village  
Ms. Wendy Bambridge, City of Hedwig Village  
Mr. Bobby Pennington, City of Piney Point Village  
Ms. Julie Robinson, City of Spring Valley  
Ms. Karen Glynn, City of Bunker Hill Village  
Mr. Tom Fullen, City of Hunters Creek Village

**CC:** Village Fire Department Commissioner and Alternates

**From:** Marlo Longoria

**Date:** May 12, 2022

**Re:** 2021 deficit, 2022 budget amendment, and 2023 Budget

---

*Consider the following items to be placed on your agenda. Copies for your VFD Commissioner/Alternate, Mayor, and City Council members are enclosed. If you have any questions or need anything else, please let me know.*

During a special called meeting, May 11, 2022, the fire commission approved the following items. Please place the following items on your agenda for consideration and advise us on your council's action in writing.

- Intra-budgetary transfers and 2021 deficit of \$120,822
- 2022 budget amendment of \$515,846
- 2023 budget in the amount of \$8,689,847.78 funded by annual assessments.

Thank you,

Marlo Longoria  
Village Fire Department, Administrator  
Enclosures

# Village Fire Department



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

*Protecting and Serving the Cities of:*

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

May 12, 2022

The Honorable Mayor of  
City of Hilshire Village

The Honorable Tom Jinks  
Mayor, City of Hedwig Village

The Honorable Marcus Vajdos  
Mayor, City of Spring Valley Village

The Honorable Robert P. Lord  
Mayor, City of Bunker Hill Village

The Honorable Mark Kobelan  
Mayor, City of Piney Point Village

The Honorable Jimmy Pappas  
Mayor, City of Hunters Creek Village

Dear Mayors:

In accordance with the terms of the Interlocal Agreement, the Village Fire Department's 2021 Deficit, 2022 Budget Amendment, and 2023 Budget are hereby submitted for consideration and approval by the Cities. Pursuant to Section 5.02 of the Interlocal Agreement, by a unanimous vote of Commissioners, the Board has approved and recommended this budget. Please place the items on your council's agenda for consideration, and within the time and manner specified in the Interlocal, then advise the department of your City Council's action.

During a special called meeting, on May 11, 2022, by unanimous vote, the fire commission approved the following items: amend the 2021 budget deficit of \$120,822 due to the staffing of the second ambulance because of increased call volume and long hospital wait times.

The 2022 budget amendment of \$515,846.00 includes paying overtime to staff the second ambulance through June 2022. It also consists of a 5% mid-year cost of living increase (2.5 % annualized), hiring 3 full-time employees, and overtime as necessary to staff the second ambulance.

**Village Fire Department  
2022 Budget Budget Summary Amendment-**

2022 Budget Amendment

**CAPITAL EXPENDITURES:**

CONTINGENCY - FACILITY	40,000	
MISC. TOOLS & EQUIP./HOSE:	75,000	DEFIB. (2)
PROTECTIVE GEAR	26,000	
COMPUTER/RADIO EQUIPMENT	89,400	
	\$230,400.00	

**PERSONNEL EXPENDITURES:**

Salaries	4,261,343		\$ 4,445,838.75	
457 Plan Contribution	84,227	\$4,345,570	\$ 87,916.78	\$ 4,533,755.53
Salaries - Overtime	110,000		\$ 353,000.00	
Professional Certification	50,000		\$ 50,000.00	
FICA	344,676		\$ 377,661.80	
Life/Disability Insurance	26,000		\$ 26,216.00	
Retirement	324,599		\$ 303,761.60	
Hospitalization	941,760		\$ 957,960.00	
Meal Allowance	35,000		\$ 35,000.00	
Workers Compensation	40,084		\$ 55,865.00	
Total Rewards Adjustment	0			
		\$6,217,689	\$ 6,693,219.93	\$ 475,530.88

**OPERATIONAL EXPENDITURES**

Ambulance Medical Supplies	62,000			
Building Supplies & Maintenance	45,000			
Chemicals	0			
Emergency Contingency	20,000			
Dues/Subscriptions	8,000			
Fire Prevention/Public Relations	15,000			
GAS & OIL	45,000			
INSURANCE - CASUALTY	49,066			
Miscellaneous	7,200			
Office Expenses/Postage/Printing/Stationary	128,200	EQUIPMENT MAINT. CONTRACTS		
Professional Services	126,150			
Public Utilities	65,000			
Rent	10			
State Certification Fees	6,000			
Training Programs	33,000			
EMS Training	17,000			
Uniforms	20,000			
Maintenance of Equipment	179,000			
		\$825,626		
<b>OPERATING BUDGET</b>		\$7,273,715	\$ 865,941.12	\$7,789,561.05

**CAPITAL REPLACEMENT FUND 2**

Escrow	180,000	
		\$180,000

**FACILITY FUND 4**

Escrow	0	
		\$0
		\$180,000

**TOTAL BUDGET**

	\$7,453,715	\$7,969,561.05	\$515,846.00
--	-------------	----------------	--------------

	2022- Budget		2023 w/ 7%CPI	2022 Adj. for amendments	2021 Budget overage	2021 overage 2022-amendments
<b>Bunker Hill Village</b>	1,416,205.86	19.00%	1,651,071.08	98,010.74	22,956.18	120,966.92
<b>Hedwig Village</b>	1,378,937.28	18.50%	1,607,621.84	95,431.51	22,352.07	117,783.58
<b>Hilshire Village</b>	223,611.45	3.00%	260,695.43	15,475.38	3,624.66	19,100.04
<b>Hunters Creek Village</b>	1,658,451.60	22.25%	1,933,491.13	114,775.74	26,882.90	141,658.63
<b>Piney Point Village</b>	1,565,280.16	21.00%	1,824,868.03	108,327.66	25,372.62	133,700.28
<b>Spring Valley Village</b>	1,211,228.70	16.25%	1,412,100.26	83,824.98	19,633.58	103,458.55
<b><u>Total Budget</u></b>	<b>7,453,715.05</b>	<b>100.00%</b>	<b>8,689,847.78</b>	<b>515,846.02</b>	<b>120,822.00</b>	<b>636,668.02</b>

**RESOLUTION NO. 2022-231**

WHEREAS, the Villages of Bunker Hill Village, Hedwig Village, Hilshire Village, Hunter’s Creek Village, Piney Point Village and Spring Valley (“Cities”) entered into an interlocal agreement on December 20, 1978 to establish a common municipal fire department to provide fire prevention, protection, suppression, investigation and emergency ambulance service for the property and inhabitants of each city; and,

WHEREAS, it was and is the desire of the contracting Cities that such common municipal fire department shall be jointly owned and operated by such contracting Cities; and

WHEREAS, the Fire Commission desires to ask each contracting City to approve the Village Fire Department’s Proposed 2023 Village Fire Department Budget in the amount of \$8,689,847.78 with Hilshire Village's 2023 Annual Assessment being \$260,695.42 (3%); and

NOW, THEREFORE, we, one of the undersigned contracting Cities, do hereby give our approval and consent, as evidenced by this Resolution, to the Fire Commission to approve the Village Fire Department’s Proposed 2023 Village Fire Department Budget in the amount of \$8,689,847.23 with Hilshire Village's 2023 Annual Assessment being \$260,695.42 (3%); and

PASSED AND APPROVED by the City Council of the City of Hilshire Village this 21st of June, 2022.

\_\_\_\_\_  
Robert Buesinger, Mayor

ATTEST:

\_\_\_\_\_  
Susan Blevins, City Secretary



# Village Fire Department



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

*Protecting and Serving the Cities of:*

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

**To:** Ms. Susan Blevins, City of Hilshire Village  
Ms. Wendy Bambridge, City of Hedwig Village  
Mr. Bobby Pennington, City of Piney Point Village  
Ms. Julie Robinson, City of Spring Valley  
Ms. Karen Glynn, City of Bunker Hill Village  
Mr. Tom Fullen, City of Hunters Creek Village

**CC:** Village Fire Department Commissioner and Alternates

**From:** Marlo Longoria

**Date:** May 12, 2022

**Re:** 2021 deficit, 2022 budget amendment, and 2023 Budget

---

*Consider the following items to be placed on your agenda. Copies for your VFD Commissioner/Alternate, Mayor, and City Council members are enclosed. If you have any questions or need anything else, please let me know.*

During a special called meeting, May 11, 2022, the fire commission approved the following items. Please place the following items on your agenda for consideration and advise us on your council's action in writing.

- Intra-budgetary transfers and 2021 deficit of \$120,822
- 2022 budget amendment of \$515,846
- 2023 budget in the amount of \$8,689,847.78 funded by annual assessments.

Thank you,

Marlo Longoria  
Village Fire Department, Administrator  
Enclosures

# Village Fire Department



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

*Protecting and Serving the Cities of:*

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

May 12, 2022

The Honorable Mayor of  
City of Hilshire Village

The Honorable Tom Jinks  
Mayor, City of Hedwig Village

The Honorable Marcus Vajdos  
Mayor, City of Spring Valley Village

The Honorable Robert P. Lord  
Mayor, City of Bunker Hill Village

The Honorable Mark Kobelan  
Mayor, City of Piney Point Village

The Honorable Jimmy Pappas  
Mayor, City of Hunters Creek Village

Dear Mayors:

In accordance with the terms of the Interlocal Agreement, the Village Fire Department's 2021 Deficit, 2022 Budget Amendment, and 2023 Budget are hereby submitted for consideration and approval by the Cities. Pursuant to Section 5.02 of the Interlocal Agreement, by a unanimous vote of Commissioners, the Board has approved and recommended this budget. Please place the items on your council's agenda for consideration, and within the time and manner specified in the Interlocal, then advise the department of your City Council's action.

During a special called meeting, on May 11, 2022, by unanimous vote, the fire commission approved the following items: amend the 2021 budget deficit of \$120,822 due to the staffing of the second ambulance because of increased call volume and long hospital wait times.

The 2022 budget amendment of \$515,846.00 includes paying overtime to staff the second ambulance through June 2022. It also consists of a 5% mid-year cost of living increase (2.5 % annualized), hiring 3 full-time employees, and overtime as necessary to staff the second ambulance.

**VILLAGE FIRE DEPARTMENT BUDGET  
2023 Budget Worksheet Draft 4.3**

Line Item	Fund 1	2021 Budget	2021 Audited but not approved	2022 Budget	2022 (with 5% mid) Admendment**	2023 Draft w/ 7% CPI
<b>1</b>	<b><u>CAPITAL EXPENDITURES:</u></b>					
2	CONTINGENCY - FACILITY	10,000.00		40,000.00		10,000.00
3	MISC. TOOLS & EQUIP./HOSE	36,000.00		75,000.00		50,000.00
4	PROTECTIVE GEAR ( Expiring gear )	26,000.00		26,000.00		55,000.00
5	SCBA					7,000.00
6	Computer/ Radios Equipment *Radio( system cost)			89,400.00		29,000.00
<b>7</b>	<b>CAPITAL EXPENDITURES TOTAL</b>	<b>72,000.00</b>	<b>100,364.12</b>	<b>230,400.00</b>	<b>230,400.00</b>	<b>151,000.00</b>
<b>8</b>	<b><u>PERSONNEL EXPENDITURES:</u></b>					
9	SALARIES:					
10	Base Salary	4,181,596.00	4,116,473.89	4,211,342.88	4,395,838.75	4,786,388.47
11	2% 457 Deferred Compensation			84,226.86	87,916.78	95,727.77
12	Longevity			22,000.00	22,000.00	22,000.00
13	Higher Class			28,000.00	28,000.00	28,000.00
14	<b>TOTALS</b>			<b>4,345,569.74</b>	<b>4,533,755.53</b>	<b>4,932,116.24</b>
15	SALARIES - OVERTIME	110,000.00	247,431.17	110,000.00	353,000.00	418,098.00
16	Professional Certification	46,000.00	54,083.37	50,000.00	50,000.00	46,000.00
17	FICA TAX - 7.65%	338,175.00	336,153.75	344,676.08	377,661.80	412,810.39
18	LIFE/LTD INSURANCE	25,500.00	24,715.53	26,000.00	26,216.00	26,432.00
19	*RETIREMENT: 6.7% 2022					
	Contribution - 7.21%, 2021-6.43 and 2020 6.43	366,853.00	412,051.16	324,599.23	303,761.62	361,546.35
20	*HOSPITALIZATION INSURANCE (15% Estimate) (Final % TBD in October)	723,000.00	861,536.47	941,760.00	957,960.00	1,120,284.00
21	MEAL ALLOWANCE	35,000.00	35,025.60	35,000.00	35,000.00	40,000.00
22	WORKMEN'S COMP. INSURANCE	35,000.00	39,660.21	40,084.00	55,865.00	59,775.55
23	*Total Rewards Adjustment ( 2021)	150,000.00	0.00			
<b>24</b>	<b>PERSONNEL EXPENDITURES TOTAL</b>	<b>6,011,124.00</b>	<b>6,127,131.15</b>	<b>6,217,689.05</b>	<b>6,693,219.94</b>	<b>7,417,062.53</b>

Line Item	Fund 1	2021 Budget	2021 Audited but not approved	2022 Budget	2022 (with 5% mid) Admendment**	2023 Draft w/ 7% CPI
25	<b><u>OPERATIONAL EXPENDITURES:</u></b>					
26	AMBULANCE MEDICAL SUPPLIES	62,000.00	66,023.68	62,000.00	62,000.00	62,000.00
27	BUILDING SUPPLIES & MAINTENANCE	45,000.00	38,380.49	45,000.00	45,000.00	45,000.00
28	*FUEL SUPPLIES AND MAINTENANCE					
29	CHEMICALS	2,000.00	0.00	0.00		
30	EMERGENCY CONTINGENCY	20,000.00	6,025.12	20,000.00	20,000.00	10,000.00
31	DUES/SUBSCRIPTIONS/RADIOS/MANUALS	6,500.00	1,479.91	8,000.00	2,500.00	6,500.00
32	FIRE PREVENTION/ Public Relations	15,000.00	7,134.72	15,000.00	10,000.00	10,000.00
33	GAS & OIL	45,000.00	37,806.67	45,000.00	98,932.28	55,000.00
34	INSURANCE - CASUALTY	42,000.00	53,782.75	49,066.00	49,765.00	52,253.25
35	<b>TOTAL</b>	<b>237,500.00</b>	<b>210,633.34</b>	<b>244,066.00</b>	<b>288,197.28</b>	<b>240,753.25</b>
36	<b><u>MISCELLANEOUS:</u></b>					
37	Legal Notices/Advertising			1,000.00		1,000.00
38	License/Permits			6,000.00		5,000.00
39	Other Expenses			200.00		200.00
40	<b>MISCELLANEOUS TOTAL</b>	<b>7,200.00</b>	<b>4,631.46</b>	<b>7,200.00</b>	<b>5,000.00</b>	<b>6,200.00</b>
41	<b><u>OFFICE EXPENSES:</u></b>					
42	Office Supplies, Paper, Staples, Toner, Ink			7,000.00		7,000.00
43	PASS-omit move to cities through fuel			5,300.00		0.00
44	Shipping			1,200.00		1,200.00
45	Printing (letterhead, envelope, forms)			200.00		200.00
46	* Office/PC Equipment Maintenance Contracts			98,000.00		98,500.00
47	* Motorola 47				42,967.00	
	ProPhoenix				22,050.00	
	US Designs				7,543.86	
	Lifepak- (4)				25,920.00	
48	Hospitality Supplies			6,000.00		6,000.00
49	Postage Meter Rental			1,500.00		1,500.00
50	Chairs, Tables, Printers			4,000.00		1,000.00
51	Bank Services Charges			1,000.00		1,000.00
52	Misc. Office Expenses			4,000.00		4,000.00
53	<b>OFFICE EXPENSES TOTAL</b>	<b>37,000.00</b>	<b>82,635.70</b>	<b>128,200.00</b>	<b>110,000.00</b>	<b>120,400.00</b>

54	<b>PROFESSIONAL SERVICES:</b>					
55	CPA			21,000.00		21,000.00
56	Legal			32,000.00		32,000.00
57	IT Services			26,400.00		26,400.00
58	Health Insurance Consultation			8,750.00		8,750.00
59	Medical			7,000.00		7,000.00
60	Medical Director - Dr. Osborn			15,000.00		15,000.00
61	Salary/Benefit Survey			0.00		0.00
62	Professional Services Other			16,000.00		16,000.00
63	<b>PROFESSIONAL SERVICES TOTAL</b>	<b>125,480.00</b>	<b>127,494.59</b>	<b>126,150.00</b>	<b>131,444.12</b>	<b>126,150.00</b>
64	PUBLIC UTILITIES	65,000.00	44,582.23	65,000.00	60,643.00	75,000.00
65	RENT	10.00	10.00	10.00	10.00	10.00
66	STATE CERTIFICATION FEES	6,000.00	5,057.36	6,000.00	6,000.00	6,000.00
67	TRAINING	33,000.00	20,867.37	33,000.00	30,000.00	30,000.00
68	EMS Training	17,000.00		17,000.00	17,000.00	17,000.00
69	UNIFORMS	25,000.00	12,748.07	20,000.00	20,000.00	15,000.00
70	<b>MAINTENANCE EXPENDITURES:</b>					
71	MAINTENANCE OF VEHICLES		0.00	120,000.00		200,000.00
72	MAINTENANCE OF SCBA (BATTERIES,					5,300.00
73	MAINTENANCE OF EQUIP. & SUPPLIES		0.00	35,000.00		35,000.00
74	MAINTENANCE OF BUNKER GEAR AND EQUIP.					20,972.00
75	*MAINTENANCE OF R1-STRETCHER - ( PL system )					0.00
76	MAINTENANCE CONTRACTS		0.00	24,000.00		24,000.00
77	<b>MAINTENANCE EXPENDITURES TOTAL</b>	<b>145,000.00</b>	<b>191,995.74</b>	<b>179,000.00</b>	<b>197,646.72</b>	<b>285,272.00</b>
78	<b>OPERATIONAL EXPENDITURE TOTAL</b>	<b>698,190.00</b>	<b>700,655.86</b>	<b>825,626.00</b>	<b>865,941.12</b>	<b>921,785.25</b>
79	<b>Total Operating Budget</b>	<b>6,781,314.00</b>	<b>6,928,151.13</b>	<b>7,273,715.05</b>	<b>7,789,561.06</b>	<b>8,489,847.78</b>
85	CAPITAL REPLACEMENT FUND (Fund 2)	180,000.00	180,000.00	180,000.00		200,000.00
86	FACILITY FUND (Fund 4)	0.00	3,786,515.04	0.00		0.00
87	<b>TOTAL BUDGET (assessed to Cities)</b>	<b>6,961,314.00</b>	<b>7,108,151.13</b>	<b>7,453,715.05</b>	<b>7,969,561.06</b>	<b>8,689,847.78</b>

Fund 2 (Capital Replacement)		2021 BUDGET	2022 Budget	2023 Budget
88	VEHICLE REPLACEMENT	180,000.00	180,000.00	200,000.00
89	MAJOR EQUIPMENT	0.00	0.00	0.00
90	<b>Fund 2 BUDGET TOTAL</b>	<b>180,000.00</b>	<b>180,000.00</b>	<b>200,000.00</b>
91	<b>FUND 2 ACCOUNT DETAIL</b>			
92	<b>Beginning Fund Balance</b>	8,476.19	190,940.19	162,940.19
93	Vehicle Expenditures	0.00	(220,000.00)	(220,000.00)
94	Major Equipment Expenditures	0.00	0.00	0.00
95	Sold Vehicles/Other Items	2,300.00	12,000.00	0.00
96	Interest Income	164.00	0.00	0.00
97	Additional Unbudgeted Contributions/Deposits	0.00	0.00	0.00
98	<b>BUDGETED CONTRIBUTIONS/DEPOSITS</b>	<b>180,000.00</b>	<b>180,000.00</b>	<b>200,000.00</b>
99	<b>END OF YEAR FUND BALANCE</b>	<b>190,940.19</b>	<b>162,940.19</b>	<b>142,940.19</b>

**\* Note**

Line 2 -Decrease from 40k to 10k due to decrease risk of major expense

Line 3- Decrease from 75k to 50k Stretcher power load system

Line 4- Increase from 26k to 55k for expiring gear (this item will be a continue until all expiring gear is replaced) 10 year life span

Line 5- Added line item SCBA equipment 7k and moved Maintenance. to line item 72

Line 6- Decreased the computer/radio equipment from 89,400 to 29k Purchase computer & servers for ProPhoenix 13k and station server 8k and 8k

Lines 8 through 24- adjust with 5% mid-year 2022 increase & 7% 2023 increase

Line 16- Decrease from 50k to 46k due to rolling a certification into job requirement which moves the difference into the salary category

Line 19- The contribution rate 6.27% is accounting to the current year and TMRS. The calc. for 2022 was based on 2021 7.21% contribution rate and 2021 6.43% was based on 2020 contribution rate

Line 20- Assumed 15% cost increase from 2022 to 2023

Line 21- Increased from 35k to 40k due to the CPI increase

Line 22- Increased from 2022 budgeted 40,084 to 55,865 2022 actual cost for 2022, increased to 59,775.55 for 2023 assuming 7% increase

Line 30- Decrease from 20k to 10k due to decrease risk of emergency expense

Line 31- Decrease from 8k to 6.5k due to actual amount spent in 2021

Line 32- Decrease from 15k to 10k due to actuals for 2021

Line 33- Increase from 45k to 55k due to continual rise in fuel cost

Line 34- Increased from 2022 budgeted 49,066 to 49,765 for actual 2022 cost, increased to 52,253.25 for estimated 5% increase for 2023

Line 43- PASS - omit move to cities through fuel

Line 47- \* 98,500 itemized list for Maintenance. Contract for each contracted item. ProPhoenix has a 5% annual increase

Line 64- Increase Public Utilities from 65k to 75k for added utility cost - we are exploring other vendors for utilities

Line 69- Decrease from 20k to 15k mirror cost of 2021

Line 71- Increase from 120k to 200k to match average spending during 1st quarter of the current year and added cost of main cost of vehicles.

Line 72- Added to SCBA maintenance. Line item 5,300 purchase new bottles in capital items

Line 74- Added line item breakdown maintenance, increase due to cost of gear inspection/cleaning (required by TCFP twice annually, 1 of the 2 cleaning/inspections must be done by a certified vendor, other can be done in house)

\*Line 75- Added line item for powerload equipment for the new 2022 ambulance (Maintenance. cost will occur after 2024)

Line 88- Increased vehicle replacement fund from 180,000 to 200,000

Line 139- Adjusted CRF- to match audited numbers

Updated 5/10/2022

**VILLAGE FIRE DEPARTMENT  
2023 BUDGET ASSESSMENTS  
PER CITY**

<u>CITY</u>	<u>%</u>	<u>JANUARY 1-1/2 MONTHS</u>	<u>MONTHLY, FEBRUARY THROUGH JULY</u>	<u>DECEMBER</u>	<u>ANNUAL ASSESSMENT</u>	
BUNKER HILL VILLAGE	19.00%	206,383.87	137,589.25	68,794.62	1,651,070.97	8,689,847.23
HEDWIG VILLAGE	18.50%	200,952.72	133,968.48	66,984.24	1,607,621.74	
HILSHIRE VILLAGE	3.00%	32,586.93	21,724.62	10,862.31	260,695.42	
HUNTERS CREEK VILLAGE	22.25%	241,686.38	161,124.25	80,562.13	1,933,491.01	
PINEY POINT VILLAGE	21.00%	228,108.49	152,072.33	76,036.16	1,824,867.92	
SPRING VALLEY VILLAGE	16.25%	176,512.52	117,675.01	58,837.51	1,412,100.17	
		-				
			\$ 724,153.94			
	100%	\$ 1,086,230.90	\$ 4,344,923.62	\$ 362,076.97	<u>\$ 8,689,847.23</u>	

\$ 8,689,847.23

**Village Fire Department  
2023 Budget Summary**

**CAPITAL EXPENDITURES:**

CONTINGENCY - FACILITY	10,000	
MISC. TOOLS & EQUIP./HOSE:	50,000	
PROTECTIVE GEAR	55,000	
SCBA	7,000	
COMPUTER/RADIO EQUIPMENT	29,000	
		\$151,000.00

**PERSONNEL EXPENDITURES:**

Salaries	4,836,388	
457 Plan Contribution	95,728	\$4,932,116
Salaries - Overtime	418,098	
Professional Certification	46,000	
FICA	412,810	
Life/Disability Insurance	26,432	
Retirement	361,546	
Hospitalization	1,120,284	
Meal Allowance	40,000	
Workers Compensation	59,776	
Total Rewards Adjustment	0	
		\$7,417,063

**OPERATIONAL EXPENDITURES**

Ambulance Medical Supplies	62,000	
Building Supplies & Maintenance	45,000	
Chemicals	0	
Emergency Contingency	10,000	
Dues/Subscriptions	6,500	
Fire Prevention/Public Relations	10,000	
GAS & OIL	55,000	
INSURANCE - CASUALTY	52,253	
Miscellaneous	6,200	
Office Expenses/Postage/Printing/Stationary	120,400	EQUIPMENT MAINT CONTRACTS
Professional Services	126,150	
Public Utilities	75,000	
Rent	10	
State Certification Fees	6,000	
Training Programs	30,000	
EMS Training	17,000	
Uniforms	15,000	
Maintenance of Equipment	285,272	
		\$921,785

**OPERATING BUDGET** **\$8,489,848**

**CAPITAL REPLACEMENT FUND 2**

Escrow	200,000	
		\$200,000

**FACILITY FUND 4**

Escrow	0	
		\$0

**TOTAL BUDGET** **\$8,689,848**

Capital Replacement Fund For  
 Projected Capital Projects  
 Updated 5/12/2022

Equipment	Life	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Ladder	15	1,011,956.74															\$1,500,000.00
Pumper	20											800,000.00					
Reserve Pumper	20				658,346.00												
Battalion Chief's Vehicle	9								53,000.00								
Fire Chief's Vehicle	10			42,239.00												55,000.00	
Utility Vehicle	10		31,787.00										40,000.00				
Medic 1	9							220,000.00									
Medic 2	9						220,000.00										250,000.00
Inspector's Vehicle	8	34,552.00										53,000.00					
Medic 3	9																
Major Equipment			20,000														
<b>Total Cash Outlay</b>		<b>1,046,508.74</b>	<b>44,665.40</b>	<b>42,239.00</b>	<b>649,997.00</b>	<b>0.00</b>	<b>220,000.00</b>	<b>220,000.00</b>	<b>53,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>853,000.00</b>	<b>40,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>55,000.00</b>	<b>1,750,000.00</b>
Beginning Cash		979,528.07	102,850.00	345,976.00	470,428.19	40,263.19	220,263.19	192,263.19	184,263.19	335,263.19	585,263.19	835,263.19	266,263.19	570,263.19	870,263.19	1,180,263.19	1,451,263.19
Planned Budgeted Yearly Contrib.		160,000.00	130,000.00	160,000.00	160,000.00	180,000.00	180,000.00	200,000.00	200,000.00	250,000.00	250,000.00	280,000.00	280,000.00	300,000.00	310,000.00	320,000.00	320,000.00
Funds From Sale of Vehicles		3,185.00	125,000.00	5,545.00	67,395.00	0.00	12,000.00	12,000.00	4,000.00	0.00	0.00	4,000.00	64,000.00	0.00	0.00	6,000.00	12,000.00
Disbursements		999,334.28	12,157.00	42,239.00	658,346.00	0.00	220,000.00	220,000.00	53,000.00	0.00	0.00	853,000.00	40,000.00	0.00	0.00	55,000.00	1,750,000.00
Adft. Unbudgeted Contributions																	
Interest on CD's (see note 1)		\$351.20	\$283.00	\$1,146.19	786.00												
<b>Ending Cash</b>		<b>\$102,850.00</b>	<b>\$345,976.00</b>	<b>\$470,428.19</b>	<b>\$40,263.19</b>	<b>\$220,263.19</b>	<b>\$192,263.19</b>	<b>\$184,263.19</b>	<b>\$335,263.19</b>	<b>\$585,263.19</b>	<b>\$835,263.19</b>	<b>\$266,263.19</b>	<b>\$570,263.19</b>	<b>\$870,263.19</b>	<b>\$1,180,263.19</b>	<b>\$1,451,263.19</b>	<b>\$33,263.19</b>



A Division of the Houston Chronicle

### CONTRACT

This agreement entered into on June 1, 2022 between CITY OF HILLSHIRE VILLAGE and Houston Community Newspapers (HCN), is for 52 weeks with a flat rate totaling \$26.00 per column inch per day per group (includes borders and bolding at no additional cost), plus Affidavit at \$5.00 each and \$10.00 per tear sheets.

This agreement begins June 1, 2022 and will end on May 31, 2023.

It is agreed that during the period of this agreement, that the Memorial Examiner/ Southwest Group be the official newspaper for publishing Ordinances, notices or other matter required by law. The **Southwest Group** is defined as the following publications – (Examiner, Memorial Examiner, Sugar Land Sun and Katy Rancher). Tax Rate notices will be at the flat rate of \$840.90 + \$5.00 per affidavit rate.

In addition to publication of advertisements in the agreed HCN newspaper, all of the CITY OF HILLSHIRE VILLAGE legal advertisements will have the option to run on the website [marketplace.chron.com](http://marketplace.chron.com), serving the greater Houston area at the extra cost of \$30.00 to the City. HCN also agrees to provide the CITY OF HILLSHIRE VILLAGE a 15% discount off the open rate for employment advertisements to be published in any of the other HCN newspapers that CITY chooses to run the advertisement in.

HCN agrees to provide to the CITY OF HILLSHIRE VILLAGE affidavits and tear sheets within 15 days of newspaper publication. Invoicing will be rendered at the beginning of each month, and the advertiser agrees to Pay HCN in full, failure to pay the bill within twenty-five (25) days of the statement Date may result in cancellation of the contract at the discretion of HCN.

The advertiser agrees to adhere to the requirements as outlined in this agreement.

HOUSTON COMMUNITY NEWSPAPERS  
HCN Authorized Representative

CITY OF HILLSHIRE VILLAGE  
Account # 20016860

Judith Vega Advertising Legal Representative  
Approved by (Signature and Title)

\_\_\_\_\_  
Approved by (Signature and Title)

Judith Vega  
Printed Name  
4747 SW Frwy

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Mailing Address

Houston, Tx 77027  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Director – Advertising Sales- Legals

\_\_\_\_\_  
Phone Number



# City of Hilshire Village TX Purchase Proposal Quote Submitted by Election Systems & Software

**Purchase Solution Includes:**

Quantity	Item Description	Price
<b>Tabulation Hardware</b>		
<b>ExpressVote Ballot Marking Device:</b>		
1	ExpressVote BMD Terminal (Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device)	\$3,325.00
1	Soft-Sided Case	\$225.00
<b>Tabulation Hardware Subtotal</b>		<b>\$3,550.00</b>
<b>Other Hardware Accessories</b>		
2	ExpressVote Standard 4GB Memory Device (Additional)	\$210.00
<b>Other Hardware Accessories Subtotal</b>		<b>\$210.00</b>
<b>Services</b>		
X	1 Year Hardware and Software Warranty	Included
<b>Shipping &amp; Other</b>		
X	Shipping and Handling	\$35.00
<b>Services Subtotal</b>		<b>\$35.00</b>
<b>Total Purchase Solution</b>		<b>\$3,795.00</b>

**Total Purchase Solution Payment Terms**

Amount due within thirty (30) calendar days of contract execution:	\$1,897.50
Amount due within thirty (30) calendar days of delivery of Hardware and/or Software:	\$1,897.50

**Annual Post-Warranty License and Maintenance and Support Fees  
(Fees are Based Upon a 1-Year Customer Commitment to Subscribe to the Following Services)**

<b>Annual Post-Warranty Hardware Maintenance and Support Fees:</b>		
1	HMA ExpressVote BMD - Extended Warranty with Biennial Maintenance	\$97.50
<b>Annual Post-Warranty Firmware License and Maintenance and Support Fees:</b>		
1	Firmware License - ExpressVote	\$70.00
<b>Total Annual Post-Warranty License and Maintenance and Support Fees</b>		<b>\$167.50</b>

**Footnotes:**

- This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
- Rates valid for 60 days and thereafter may change.
- Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
- Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.

**CITY OF HILSHIRE VILLAGE  
ORDINANCE NO. 823-2022**

**AN ORDINANCE GRANTING TO CENTERPOINT ENERGY RESOURCES CORP., DBA CENTERPOINT ENERGY TEXAS GAS OPERATIONS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF HILSHIRE VILLAGE, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE AND DISTRIBUTION OF NATURAL GAS; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HILSHIRE VILLAGE, TEXAS.**

**Section 1. GRANT OF AUTHORITY.** Subject to the terms, conditions and provisions of this ordinance, the right, privilege and franchise is hereby granted to CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, hereinafter called "Company", to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the Public Rights-of-Way of the City of Hilshire Village, Texas for the transportation, delivery, sale and distribution of natural gas within the corporate limits of the City of Hilshire Village, as the same are now and as the same may from time to time be extended.

**Section 2. DEFINITIONS.**

- A. "City" shall mean the City of Hilshire Village, Texas.
- B. "Company" shall mean CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, a Delaware Corporation, and shall not mean any of its affiliates and subsidiaries who shall have no right, privilege or franchise granted hereunder.
- C. "Facilities" shall mean pipes, pipelines, natural gas mains, laterals, feeders, regulators, meters, fixtures, connections and attachments and other instrumentalities and appurtenances, used in or incident to providing transportation, distribution, supply, and sales of natural gas for heating, lighting, power, and any other purposes for which natural gas may now or hereafter be used.
- D. "Gross Receipts" shall mean all revenue derived or received, directly or indirectly, by the Company from or in connection with the operation of the System within the corporate limits of the City and including, without limitation:
  - (a) all revenues received by the Company from the sale of gas to all classes of customers (excluding gas sold to another non-affiliate gas utility in the City for resale of gas to its customers within City) within the City;
  - (b) all revenues received by the Company from the transportation of gas through the pipeline system of Company within the City to customers located within the City (excluding any gas transported to another non-affiliate gas utility in City for the sale of gas to its customers within City);

- (c) the value of gas transported by Company for transport customers through the System of Company within the City ("Third Party Sales"), (excluding the value of any gas transported to another gas utility in City which has executed a franchise agreement with the City for the sale of gas to its customers within City), with the value of such gas to be established by utilizing Company's monthly weighted average cost of gas charged to industrial customers, as reasonably as is possible near the time as the transportation service is performed.

"Gross Receipts" shall also include amounts collected from customers for fees paid to the City pursuant to this agreement, contributions in aid of construction ("CIAC"), and the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas within the City and charges to handle returned checks from consumers within the City and State gross receipts fees.

"Gross receipts" shall not include:

- (1) revenues billed but not ultimately collected or received by Company;
- (2) the revenue of any affiliate or subsidiary of Company;
- (3) sales taxes paid to the City;
- (4) interest or investment income earned by Company;
- (5) and monies received from the lease or sale of real or personal property.

- E. "Public Rights-of-Way" shall mean the public streets, medians, boulevards, roads, lanes, alleys, highways, public utility easements, viaducts, and bridges across water ways and other public places that are owned or controlled by the City and are available for Company's use.
- F. "System" and/ or "System facilities" means all of the Company's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections, or other appurtenant equipment used in or incident to providing delivery, transportation, distribution, supply, and sales of natural gas for heating, lighting and power, and any other purpose for which natural gas may now or hereafter be used, located within the corporate limits of the City.

**Section 3. TERM OF FRANCHISE.** This Franchise shall become effective on the Effective Date described in Section 20 and shall be in full force and effect for a term of ten (10) years. This franchise shall automatically renew itself for up to five (5) successive 1-year terms following the primary term unless either the City or Company provides notice to the contrary to the other at least ninety (90) days prior to the expiration of the primary term or any succeeding 1-year renewal term.

**Section 4. CONSTRUCTION AND MAINTENANCE OF NATURAL GAS DISTRIBUTION SYSTEM.** All Facilities installed by Company shall be of sound material and good quality, and shall be laid so that they will not interfere with the artificial drainage of the City or its underground fixtures, or with navigation in or the natural drainage of any stream. All Facilities shall be installed in accordance with applicable Federal, State and local regulations and in the absence of such regulations in accordance with accepted industry practice. Within the Public Rights-of-Way, the location and route of the Facilities by the Company shall be subject to the reasonable and proper regulation, direction and control of the City or the City official to whom such duties have been delegated. Such regulation shall include, but not be limited to, the right to require in writing to the extent provided in Section 13 the relocation of Company's Facilities at Company's cost within the Public Rights-of-Way

of the City whenever such relocation shall be reasonably necessary to accommodate the widening, change of grade, or relocation by City of Public Rights-of-Way, or construction or relocation by City of City utility lines or drainage facilities. Company shall keep current and up-to-date maps showing the physical location of Company's facilities and make available for inspection by the City at no cost during normal working hours.

**Section 5. PERMITS; RIGHTS-OF-WAY TO BE RESTORED TO GOOD CONDITION.**

Company and its contractors shall give City reasonable notice, of the dates, location, and nature of all work to be performed on its Facilities within the Public Rights-of-Way. Except for emergency repair work, Company must submit a Right of Way Permit Application to the City when initiating any work under this Franchise. Company shall give the City telephone and e-mail notice of the initiation of emergency repair work as soon as practicable under the circumstances and shall submit a Right of Way Permit Application promptly following completion of the work, if required. . Following completion of work in the Public Rights-of-Way, Company shall repair the affected Public Rights-of-Way as soon as possible, but in all cases, Company shall comply with all City ordinances governing time periods and standards relating to excavating in the Public Rights-of-Way. No Public-Right-of-Way shall be encumbered for a longer period than shall be necessary to execute the work.

**Section 6. QUALITY OF SERVICE.** The service furnished hereunder to the City and its inhabitants shall be in accordance with the quality- of- service rules of the Railroad Commission of Texas, state, federal, and local regulations. Company shall furnish the grade of service to its customers as provided by its rate schedules and shall maintain its system in reasonable operating condition during the continuance of this Franchise. An exception to this requirement is automatically in effect, but only for so long as is necessary, when caused by a shortage in materials, supplies and equipment beyond the control of the Company as a result of fires, strikes, riots, storms, floods and other casualties, governmental regulations, limitations, and restrictions as to the use and availability of materials, supplies and equipment and as to the use of the services, and unforeseeable and unusual demands for service. In any of such events the Company shall do all things reasonably within its power to restore normal service as quickly as practicable.

**Section 7. PAYMENT TO THE CITY.** In consideration of the rights and privileges herein granted, the administration of the Franchise by the City, the temporary interference with the use of Public Rights-of-Way and cost and obligations undertaken by the city in relation thereto and in lieu of any license, charge, fee, street or alley rental or other character of charge for use and occupancy of the Public Rights-of-Way, and in lieu of any inspection fee, the Company agrees to pay to the City franchise fees in the amount and manner described herein.

Company agrees to pay to the City quarterly during the continuance of this Franchise a sum of money equal to four percent (4%) of the Company's gross receipts for the preceding calendar quarter received by the Company from the sale of gas within the corporate limits of the City plus seven cents (7¢) per Mcf for natural gas transported by Company for its Transport Customers during such quarter. "Transport Customer" means any person or entity for whom Company transports gas through the distribution system of Company within the corporate limits of City for consumption within the corporate limits of City. The franchise fees hereunder shall be calculated for the calendar quarters ending March 31, June 30, September 30, and December 31 and shall be payable on or before the fifteenth day of May, August, November, and February following the quarter for which payment is made, beginning with the first such date following the Effective Date of this Franchise and each August 15th, November 15th, February 15th, and May 15th thereafter; provided, however, the first such payment shall be prorated as necessary to reflect only those gross receipts received and transportation volumes delivered by Company

after the Effective Date of this Franchise. In no event shall the Company be required to remit to the City franchise fee amounts that for any reason whatsoever are not fully recoverable from its customers. Upon receipt of the above amount of money, the City Secretary shall deliver to the Company a receipt for such amount. If any payment due date required herein falls on a weekend or bank holiday, payment shall be made on or before the close of business of the first working day after the payment due date.

**Section 8. ANNEXATIONS BY CITY.** This Franchise shall extend to and include any and all territory that is annexed by the City during the term of this Franchise. Within sixty (60) days from the receipt of notice from the City of any such annexation, the Company shall assure that any and all customers within such annexed territory are included and shown on its accounting system as being within the corporate limits of the City of Hilshire Village. After such sixty (60) day period the payment provisions specified in Section 7 of this Franchise shall apply to gross receipts and transport fees received by the Company from customers located within such annexed territory. Company shall true-up its map of City boundaries to the City's map on an annual basis.

**Section 9. NON-EXCLUSIVE FRANCHISE.** Nothing contained in this Franchise shall ever be construed as conferring upon the Company any exclusive rights or privileges of any nature whatsoever.

**Section 10. COMPLIANCE AND REMEDIES.** (a) In the event the Company by act or omission violates any material term, condition or provision of this Franchise, the City shall notify the Company in writing of such violation. Should the Company fail or refuse to correct any such violation within thirty (30) days from the date of City's notice, the City shall, upon written notification to the Company, have the right to terminate this agreement. Any such termination and cancellation shall be by ordinance adopted by City Council; provided, however, before any such ordinance is adopted, the Company must be given at least sixty (60) days' advance written notice. Such notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise the Company that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken and shall set forth the time, date, and place of the hearing.

(b) Other than its failure, refusal, or inability to pay its debts and obligations, including, specifically, the payments to the City required by this Franchise, the Company shall not be declared in default or be subject to any sanction under any provision of this Franchise in those cases in which performance of such provision is prevented by reasons beyond its control.

(c) The rights and remedies of City and Company set forth herein shall be in addition to, and not in limitation of, any other rights and remedies provided at law or in equity and City's exercise of any particular remedy shall not constitute a waiver of its rights to exercise any other remedy.

**Section 11. RESERVE OF POWERS.** Except as otherwise provided in this Franchise, the City by the granting of this Franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers, claims and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and under the Ordinances of the City of Hilshire Village or other applicable law, to regulate public utilities within the City and to regulate the use of the Public Rights-of-Way by the Company; and the Company by its acceptance of this Franchise agrees that, except as otherwise provided in this Franchise, all lawful powers and rights, whether regulatory or otherwise, as are or as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

**SECTION 12. INDEMNITY. THE COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL PROTECT AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “THE CITY”) HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGES TO ANY PERSON OR PROPERTY BY REASON OF THE CONSTRUCTION AND MAINTENANCE OF THE COMPANY’S NATURAL GAS DISTRIBUTION SYSTEM, OR IN ANY WAY GROWING OUT OF THE RIGHTS GRANTED BY THIS FRANCHISE, EITHER DIRECTLY OR INDIRECTLY, OR BY REASON OF ANY ACT, NEGLIGENCE OR NONFEASANCE OF THE COMPANY OR THE CONTRACTORS, AGENTS OR EMPLOYEES OF THE COMPANY OR ITS SUCCESSORS AND ASSIGNS, AND SHALL REFUND TO THE CITY ALL SUMS WHICH THE CITY MAY BE ADJUDGED TO PAY ON ANY SUCH CLAIM, OR WHICH MAY ARISE OR GROW OUT OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED OR BY THE ABUSE THEREOF, AND THE COMPANY OR ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND ON ACCOUNT OF ALL DAMAGES, COSTS, EXPENSES, ACTIONS, AND CAUSES OF ACTION THAT MAY ACCRUE TO OR BE BROUGHT BY, A PERSON, PERSONS, COMPANY OR COMPANIES AT ANY TIME HEREAFTER BY REASON OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED, OR OF THE ABUSE THEREOF.**

**Section 13. RELOCATION OF FACILITIES.** The Company shall, upon written request of the City, relocate or modify its Facilities within Public Rights-of-Way at Company’s own expense, exclusive of Facilities installed for service directly to City, whenever such shall be reasonably necessary to accommodate a street widening or traffic lane adjustment project or any other public works project by City affecting the Public Right-of-Way in which the Facilities are located, including water, sewer, drainage and change of grade projects by City (collectively, “Public Works Improvement Projects”). City shall be responsible for the costs of Facility relocations or modifications requested by City to the extent they involve street lighting Facilities, Facilities used to provide Utility Service directly to City, or any Facilities if their requested relocation or modification is for a reason other than being reasonably necessary to accommodate a Public Works Improvement Project.

**Section 14. GOVERNMENTAL FUNCTION.** All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety, and welfare of the general public.

**Section 15. RECORDS AND REPORTS.** (a) Books of Account. The Company shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books of accounts and records shall be kept at the company’s principal office in Houston, Texas.

(b) Access by City. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than three (3) years before the commencement of such audit, inquiry, or pursuit of a cause of action (“Audit Period”). Each party shall bear its own costs of any such audit or inquiry. Upon receipt of a written request from the City, all books and records related to Company’s operations under this Franchise shall be made available for inspection and copying no later than thirty (30) days from receipt of such request. If an audit determines underpayments or overpayments occurred during the Audit Period, Company shall pay such underpayments and may deduct such overpayments from the succeeding Franchise Fee payment with interest until paid in full at a rate equal

to the return on equity granted to Company in its most recent proceeding setting rates applicable to customers within the corporate limits of the City.

(c) Interest on Underpayments and Overpayments. (1) Amounts due to City for late payments shall include interest, compounded daily equal to the return on equity plus three percent (3%) granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City. (2) If the City identifies, as a result of a franchise fee compliance review, amounts owed by the Company from prior periods or prior underpayments, then the Company shall pay simple interest on such amounts equal to the return on equity granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City. Said interest shall be payable on such sums from the date the initial payment was due until it is paid and shall not be billed to customers. (3) Amounts due Company for past overpayments shall include simple interest equal to the return on equity granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City; provided, however, if there is a change in the approved return on equity during the time period subject to the City’s audit or inquiry, then for each time period during which there was an overpayment, the approved return on equity in effect during such time period shall be used in calculating interest under this subparagraph (c). Interest payable on such sums shall be credited to customers.

**Section 16. EASEMENT.** In consideration for the compensation set forth in Section 7, City agrees that if City sells, conveys, or surrenders possession of any portion of the Public Right-of-Way that is being used by Company pursuant to this Franchise, City, to the maximum extent of its right to do so, shall first grant Company an easement for such use and the sale, conveyance, or surrender of possession of the Public Right-of-Way shall be subject to the right and continued use of Company.

**Section 17. ACCEPTANCE.** The Company shall, within thirty (30) days following the final passage and approval of this Franchise, file with the City Secretary of the City of Hilshire Village either 1) a written statement signed in its name and behalf in the following form or 2) this document duly executed below by the Vice President of Regional Operations:

“To the Honorable Mayor: and City Council of the City of Hilshire Village:

CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, its successors and assigns, hereby accepts the attached Franchise Ordinance and agrees to be bound by all of its terms and provisions.”

CENTERPOINT ENERGY RESOURCES CORP.,  
DBA CENTERPOINT ENERGY TEXAS GAS  
OPERATIONS

By: \_\_\_\_\_  
Tal R. Centers Jr., Division Vice President,  
Regional Operations

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**Section 18. SEVERABILITY.** If any provision, section, subsection, sentence, clause or phrase of this Franchise is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent the City of Hilshire Village in adopting this Franchise that no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this ordinance are declared to be severable.

**Section 19. NOTICES.** Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Every such communication to the Company shall be sent to:

CenterPoint Energy Resources Corp.  
Vice President Regulatory Relations  
PO Box 4567  
Houston, TX 77210-4567

With a copy to:

General Counsel, Gas Division  
PO Box 2628  
Houston, TX 77252-2628

Every such communication to the City or the City Council shall be sent to the:

Mayor, City of Hilshire Village  
8301 Westview Drive  
Houston, TX 77055

With a Copy to:

City Administrator, City of Hilshire Village  
8301 Westview Drive  
Houston, TX 77055

**Section 20. PUBLICATION, PASSAGE AND EFFECTIVE DATE.** This Franchise shall become effective immediately upon its passage and publication as required by law. (“Effective Date”). The Company shall pay the cost of those publications.

**Section 21. REPEAL OF PREVIOUS ORDINANCES.** This Franchise replaces the franchise agreement with the Company, dated May 30, 2006, granted by City of Hilshire Village, Texas Ordinance No. 584 which ordinance is hereby repealed as of the effective date of this Franchise. Any claims of City or Company thereunder are hereby waived.

**Section 22. COMPLIANCE WITH ORDINANCES.** Company's operations and activities within the Public Rights-of-Way in the City shall be subject to all City ordinances, unless otherwise in conflict with any federal or state laws or this Franchise. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws that

impact Company's use of the Public Rights-of-Way, but the failure to do so shall not affect the applicability of such laws to Company. Nothing herein shall be deemed a waiver, release, or relinquishment of any right by either party to contest, appeal, or file suit with respect to any action or decision of the other party.

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

APPROVED:

---

Robert Buesinger, Mayor  
City of Hilshire Village, Texas

ATTEST:

---

Susan Blevins, City Secretary  
City of Hilshire Village, Texas

THE STATE OF TEXAS           §  
  §  
COUNTY HARRIS               §

I, the duly appointed, qualified and acting City Secretary of the City of Hilshire Village, Texas, do hereby certify that the above and foregoing ordinance was read on first reading at a regular meeting of the City Council of said City of Hilshire Village, Texas, held on the 21<sup>st</sup> day of June, 2022; that written notice of the date, place and subject of said meeting was posted on a bulletin board located at a place convenient to the public in the City Hall for at least 72 hours preceding the day of said meeting; that Mayor Robert Buesinger, and 5 Council members:

- |                    |                  |
|--------------------|------------------|
| 1. Mike Gordy      | 4. Paul Maddock  |
| 2. Justin Crawford | 5. David Schwarz |
| 3. Andy Carey      |                  |

were present at said meeting and acted as the Council throughout; that the same has been signed and approved by the Mayor and is duly attested by the City Secretary; and that the same has been duly filed with the City Secretary and recorded by the City Secretary in full in the books for the purpose of recording the ordinances of the City of Hilshire Village, Texas.

EXECUTED under my hand and the official seal of the City of Hilshire Village, Texas at said City, this 21<sup>st</sup> day of June, 2022.

---

Susan Blevins, City Secretary  
City of Hilshire Village, Texas

[SEAL]

ORDINANCE NO. 589

AN ORDINANCE GRANTING TO CENTERPOINT ENERGY RESOURCES CORP., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE FOR A PERIOD OF FIFTEEN (15) YEARS TO CONSTRUCT, LAY, MAINTAIN, OPERATE, EXTEND, REMOVE, REPLACE AND REPAIR A SYSTEM OF PIPELINES, GAS MAINS, LATERALS AND ATTACHMENTS AND ALL DESIRABLE INSTRUMENTALITIES IN, UNDER, OVER, ACROSS AND ALONG ANY AND ALL PUBLIC STREETS, AVENUES, PARKWAYS, SQUARES, ALLEYS, UTILITY EASEMENTS AND ALL OTHER PUBLIC WAYS IN THE CITY OF HILSHIRE VILLAGE, HARRIS COUNTY, TEXAS FOR THE PURPOSE OF TRANSPORTING, DISTRIBUTING, SUPPLYING AND SELLING GAS (NATURAL AND/OR ARTIFICIAL AND/OR MIXED) FOR HEATING, LIGHTING, POWER, AND FOR ALL OTHER PURPOSES FOR WHICH GAS MAY BE USED TO THE SAID MUNICIPALITY AND ITS INHABITANTS AND OTHERS; PROVIDING CONDITIONS CONTROLLING THE USE OF PUBLIC THOROUGHFARES AND EXTENSIONS THEREIN; ESTABLISHING STANDARDS OF SERVICE; PROVIDING FOR PAYMENT OF THREE (3%) OF THE GROSS RECEIPTS FROM THE SALE OF GAS TO CUSTOMERS WITHIN SAID MUNICIPALITY; PROVIDING FOR ACCEPTANCE; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

\* \* \* \* \*

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

ARTICLE I

GRANT OF AUTHORITY

**Sec. 1.01. Use of Public Streets and Ways.** The City of Hilshire Village, Harris County, Texas, (herein called the "City") does hereby grant unto CenterPoint Energy Resources Corp., its successors and assigns (herein called "Grantee") the right, privilege, and franchise to construct, lay, maintain, operate, use, extend, remove, replace and repair in, under, over, across, and along any and all of the present and future public streets, avenues, parkways, alleys, thoroughfares, roads, highways, sidewalks, viaducts, bridges, streams, utility easements, and other public ways in the City of Hilshire Village, Texas, and in all tracts, territories, and areas hereafter annexed to or acquired by and placed

within the corporate boundaries of the City, a system of pipes, pipelines, gas mains, laterals, conduits, feeders, regulators, meters, fixtures, connections, and attachments and other desirable instrumentalities and appurtenances necessary or proper, hereinafter referred to as “gas system,” for the purpose of transporting, distributing, supplying and selling gas (natural and/or artificial and/or mixed) for heating, lighting, power and for any other purpose for which gas may now or hereafter be used, in and to said City and its inhabitants or any other person or persons within or without the corporate boundaries of said municipality.

## ARTICLE II

### CONDITIONS OF STREET OCCUPANCY

**Sec. 2.01. Street Use and Occupancy.** Grantee’s use and occupancy of the public rights-of-way within the corporate limits of Grantor shall be subject to City of Hilshire Village Ordinance No. 2000-523, passed, approved, and adopted the 19th day of December, 2000, as it now exists or as it may hereafter be amended. In the event of inconsistency or conflict between the provisions of this Ordinance and said Ordinance No. 2000-523, the terms of said Ordinance No. 2000-523 shall control.

**Sec. 2.02 Gas System Location.** From time to time, the City or its representatives, may request identification of the specific location of Grantee’s gas system. The Grantee agrees to respond in writing to such request within two (2) business days of the receipt of the request. If Grantee fails to provide the necessary information, and damage is caused to Grantee’s gas system as a direct result of withholding said information, the Grantee shall hold the City harmless from all liability, damage, cost or expense resulting from any City action in this regard.

### ARTICLE III

#### GRANTEE'S OPERATION OF SYSTEM

**Sec. 3.01. Extension of Service.** Grantee shall not be required to run or extend any gas mains or service lines comprising a part of its distribution system a distance exceeding one hundred (100) feet of pipe, not to exceed a diameter of two (2) inches, in order to bring gas service to the property line of each additional customer.

**Sec. 3.02. First-class Services.** The service furnished by, and the gas system of, Grantee hereunder to the City and its inhabitants shall be first-class in all respects considering all circumstances and shall be subject to such reasonable rules and regulations as the City may make from time to time. Grantee may require reasonable security from persons and entities ("customers") for which it is providing services for the payment of its bills.

### ARTICLE IV

#### PAYMENT TO CITY

**Sec. 4.01. Amount and Time.** From the effective date of this franchise and in consideration of the rights and privileges herein granted, Grantee agrees to pay to the City, during the term of this franchise, a sum of money equal to three percent (3%) of the gross receipts received by the Grantee from sale of gas utility services within the corporate limits of City. For the purposes hereof, "gross receipts from the sale of gas utility services" shall mean and include all revenues collected by the Grantee from the sale of gas utility services to customers within the City pursuant to Grantee's Schedule of Rates effective within the City. Payments shall be made quarterly and shall be calculated on the basis of gross receipts from the sale of gas utility services from the calendar quarter next preceding that for which the payment is made, and shall be payable to the City on or before the sixtieth (60<sup>th</sup>) day following the last day of the calendar quarter for which such payment applies. Upon receipt of

payments by Grantee, the City Secretary shall deliver to Grantee via U.S. mail receipts for such amounts.

**Sec. 4.02. Right of Inspection of Records.** Upon request of the City, Grantee shall present to the City within a reasonable period of time, any and all records, accounts and books for inspection relative to the gross receipts of Grantee applicable to the services provided within the corporate limits of the City.

**Sec. 4.03. Other Payments.** The consideration hereinabove set forth shall be paid by the Grantee and received in lieu of any license, charge, fee, street or alley rental or other character of charge for use and occupancy of the streets, alleys and public places within the corporate limits of the City, and in lieu of any pipe tax or inspection fee or tax, but shall not in anywise increase or diminish Grantee's obligation to pay the City ad valorem taxes or anywise interfere with collection thereof.

**Sec. 4.04. Special Charges.** Any special taxes, rentals or other charges accruing after the effective date of this franchise, under the terms of any preexisting ordinance or imposed upon Grantee by subsequent action of the City shall, when paid to the City, be applied as a credit to the amount owed to the City under the terms of this franchise agreement.

**Sec. 4.05. Time Period for Dispute.** Any payment made by Grantee pursuant to this Ordinance shall be deemed final and correct as to both the City and Grantee unless questioned within five (5) years after the date of such payment.

**Sec. 4.06. Legislative Amendment Concerning Gross Receipts.** If the Legislature of the State of Texas amends the ceiling on utility gross receipts payments to municipalities established by Tex. Tax Code §182.025, or any successor statute thereof, then the City may prospectively change the percentage of Grantee's gross receipts payable to the City under Section 4.01 of this franchise to the level established by such amendment; provided, however, that such change in the percentage of

Grantee's gross receipts payable to the City shall not become effective unless and until the City shall have approved and authorized rate schedules acceptable to Grantee which will permit Grantee to fully recover through its rates effective within the corporate limits of the City any increase in amounts payable to the City resulting from such change.

## ARTICLE V

### **COMPLIANCE WITH CITY, STATE, AND FEDERAL LAWS**

**Sec. 5.01. Compliance with Applicable Laws.** Notwithstanding any other provision of this franchise to the contrary, the Grantee shall at all times comply with all laws, rules, and regulations of the City, state and federal governments and any administrative agencies thereof. If any such state or federal law, rule, or regulation shall require or permit the Grantee to perform in conflict with this franchise or prohibit the performance of any service required by provisions of this franchise, then immediately following knowledge thereof, the Grantee shall notify the City in writing of the point of conflict believed to exist between such state or federal law, rule, or regulation and this franchise. If the City Council determines that a material provision of this franchise does in fact conflict with such state or federal law, rule, or regulation, the parties shall enter into good faith negotiations to modify any provision hereof to such reasonable extent as may be necessary to carry out the full intent and purpose of this franchise.

**Sec. 5.02. Subject to Police Power of the City.** The construction, maintenance, and operation of services provided by Grantee and all property of Grantee subject to the provisions of this franchise shall be subject to all lawful police powers, rules, and regulations of the City, including, but not limited to Ordinance No. 2000-523, adopted the 19th day of December, 2000, as it now exists or as it may hereafter be amended. The City shall have the power at any time to order and require Grantee to remove or abate any part of its gas system or structures that are dangerous to life or property. In the event Grantee, after written notice, fails or refuses to act, the City shall have the power to remove or abate the same at the

expense of Grantee, all without compensation or liability for damages to Grantee. Notwithstanding the foregoing, City acknowledges that it may not and will not remove pipes or mains or perform any “covered task” on the gas system unless it is qualified to do so under U.S. Department of Transportation regulations at 49 CFR, Part 192, Subpart N.

**Sec. 5.03. Modifications by Texas Railroad Commission: Jurisdiction of Texas Railroad**

**Commission.** It is specifically agreed by the City and Grantee that any modification of the provisions of this franchise resulting from amendment of the rules and regulations of the Texas Railroad Commission or other applicable state or federal governmental agency shall be automatically incorporated into this franchise unless:

A. Such modification provides for leniency in the provisions included in this franchise and such leniency is not required by law; or

B. The City Council specifically rejects such incorporation of said modifications within one year of the adoption of such modification and such rejection is not in conflict with any City, state or federal laws, rules, or regulations.

**ARTICLE VI**

**INDEMNIFICATION**

**Sec. 6.01. Indemnity.** The Grantee, and each person or entity performing work within a public right-of-way as a contractor on behalf of the Grantee, shall indemnify and hold the City harmless as set forth below. If any person or entity other than the Grantee is required to provide such indemnity, the provisions referring to a Grantee herein below shall be construed to mean such person or entity.

The Grantee shall promptly defend, indemnify, and hold the City harmless from and against all damages, costs, losses, or expenses (i) for the repair, replacement, or restoration of the City's property, equipment, materials, structures, and facilities which are damaged, destroyed, or found to be defective

as a result of the Grantee's acts or omissions; and (ii) from and against any and all claims, demands, suits, causes of action, and judgments for (a) damage to or loss of the property of any person (including, but not limited to, the Grantee, its agents, officers, employees, and subcontractors, and the City, its agents, officers, and employees, and third parties); and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person (including, but not limited to, the officers, agents, and employees of the Grantee, the Grantee's contractors, and the City's officers, agents, and employees, and third parties), arising out of, incident to, concerning, or resulting from, the negligent or willful acts or omissions of the Grantee, its officers, agents, employees, and/or subcontractors, in the performance of activities pursuant to this Ordinance.

This indemnity provision is intended to include liability arising from the City's alleged negligence, but only to the extent such liability arises out of a claim or claims that the City was negligent in authorizing the Grantee to use or occupy the public rights-of-way, in regulating the conduct of the Grantee, or in failing to prevent the Grantee from acting in a negligent or wrongful manner.

For purposes of this indemnification provision, acts or omissions of the officer, agents, employees and contractors of the Grantee shall be considered the acts and omissions of the Grantee.

The indemnity provision set forth above is solely for the benefit of the City and the Grantee and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## ARTICLE VII

### OPERATIONAL STANDARDS

**Sec. 7.01.** Compliance with Texas Railroad Commission Rules. Grantee shall comply with present and future rules and regulations of the Texas Railroad Commission, all other applicable regulatory

bodies, including but not limited to operational standards, testing requirements, consumer protection standards and all other present and future rules and regulations of the Texas Railroad Commission, and other applicable regulatory bodies, in connection with and relating to the operation of Grantee's utility service.

**Sec. 7.02. Customer Service.** Grantee shall provide good quality service in accordance with all regulations and guidelines of the Texas Railroad Commission and any lawful future requirements promulgated by the City and/or the Texas Railroad Commission.

**Sec. 7.03. Quality of Service.** Throughout the term of this franchise, Grantee shall maintain the quality of service and meet operational standards in the maintenance and operation of its utility service as are required herein. Should the City find that the Grantee has failed to maintain such quality of service or operational standards, the City may notify Grantee in writing and specifically set forth therein the improvements required to rectify such deficiencies. Failure of Grantee to make such improvements within thirty (30) days of the receipt of such notification by Grantee shall be deemed a violation of a material provision of this franchise ordinance.

## ARTICLE VIII

### **MATERIAL BREACH OF FRANCHISE, NOTICE, AND LIQUIDATED DAMAGES**

**Sec. 8.01. Material Breach of Franchise.** In addition to all rights and powers of the City by virtue of this franchise or otherwise, the City reserves as an additional and as a separate and distinct power the right to take any of the actions described in §8.02 in accordance with the procedures specified therein if any of the following events occur or for any of the following reasons:

- A. Grantee, by act or omission, violates any term, condition, or provision of this franchise;
- B. Grantee knowingly or willingly attempts to evade any material provision of this Ordinance;

C. The occurrence of any event which may reasonably lead to the foreclosure or other similar judicial or non-judicial sale of all or any material part of Grantee's gas system; or

D. Grantee suspends or discontinues its business, makes an assignment for the benefit of creditors, fails to pay its debts generally as they become due, becomes insolvent (howsoever such insolvency may be evidenced), is adjudicated insolvent, petitions, or applies to any tribunal for, or consents to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official or a similar process is undertaken by any tribunal against all or a material part of the pipeline system; or

E. Grantee attempts to or does practice any fraud or deceit in its conduct or relations under this franchise with the City, customers or potential customers.

**Sec. 8.02. Notice of Default: Opportunity to Remedy.**

A. **Notice of Default.** The City Council shall exercise the rights provided in §8.02(B) hereof in accordance with the procedures set forth below:

1. The City shall notify Grantee, in writing, of an alleged failure to comply with a material provision of this Ordinance, which notice shall specify the alleged failure with reasonable particularity. Grantee shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either remedy such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be remedied and set forth the method and time schedule for accomplishing such remedy.

2. The City shall determine (i) whether a failure to comply with a material provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been remedied or will be remedied by the Grantee. The Grantee shall make available to the City, if requested, any records, documents or other information necessary to make the determination.

3. If the City determines that a failure to comply with a material provision has occurred and that such failure is not excusable and has not been or will not be remedied by the Grantee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may take any actions provided in §8.02 (B) hereof, provided that if the City acts on its own motion it shall follow the procedural steps set forth in §8.02 (A. 1-3) hereof.

B. **City Council Action in Event of Breach.** In the event that grounds exist which give the City reason to believe that the Grantee has failed to comply with a material provision of this Ordinance, as provided in §8.01 hereof, then, in accordance with the procedures provided in §8.02 (A) hereof, the City Council may, at any time during the term of this Ordinance, to the extent lawful: (i) Seek monetary damages from the Grantee as compensation for such material breach; and/or (ii) In the event that Grantee does not cure the breach of the franchise agreement, or the City Council does not elect to seek monetary damages from Grantee or Grantee does not agree to pay such damages, then, as an alternative to taking the action referred to above, the City Council may revoke the franchise granted pursuant to this Ordinance by termination of this Ordinance.

**Sec. 8.03. Liquidated Damages.** In addition to any other remedies provided herein, liquidated damages for violations of this franchise are set forth below. Such sums of money shall be considered and treated not as a penalty, but as liquidated damages due the City by Grantee by reason of inconvenience to the public and because of public works supervision and maintenance and other City administrative time and involvement which resulted in the expenditure of public funds due to Grantee's failure to comply with certain provisions in this franchise. If as a result of any acts or omissions by the Grantee pursuant to the franchise and, after notice and opportunity to cure, the Grantee has failed to remedy the act or omission, if it can be remedied, pursuant to Section 8.04 of this franchise the City may charge to and collect from the Grantee the following liquidated damages:

A. For failure to provide data, documents, reports or information or to participate with the City during a review and evaluation, the damage shall be Two Hundred Dollars (\$200.00) per day.

B For failure of Grantee to comply with the construction, operational, or customer service standards required by this Ordinance, the damage shall be Two Hundred Dollars (\$200.00) per day.

C. For failure to comply with all conditions of City permits to disturb streets, fix streets, or other terms or conditions of the City, the damage shall be Two Hundred Dollars (\$200.00) per day.

D. For failure to comply with any of the provisions of this franchise for which a penalty is not otherwise specifically provided, the damage shall be Two Hundred Dollars (\$200.00) per day.

**Sec. 8.04. Procedure for Imposing Liquidated Damages.**

A. **Notice.** Whenever the City believes that the Grantee has violated one (1) or more terms, conditions or provisions of this franchise, and liquidated damages will be sought, a written notice shall be given to the Grantee informing it of such alleged violation or liability. The written notice shall describe in reasonable detail the specific violation so as to afford the Grantee an opportunity to remedy the violation, if it can be remedied. The Grantee shall have thirty (30) days subsequent to receipt of the notice in which to remedy the violation, if it can be remedied, before the City may impose liquidated damages unless the violation is of such a nature so as to require more than thirty (30) days and the Grantee proceeds diligently within the thirty (30) days to remedy the violation and maintains its diligence until the violation is remedied.

B. **Dispute of Violation.** The Grantee may, within ten (10) days of receipt of notice, notify the City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by the Grantee to the City shall specify with particularity the matters disputed by the Grantee.

The City Council shall hear the Grantee's dispute. Grantee must be given at least ten (10) days notice of the hearing. At the hearing, the Grantee shall be entitled to all the rights of due process consistent

with City procedures, including but not limited to, the right to present evidence and the right to be represented by counsel. After the hearing, Grantee will be provided with a copy of the City Council's action, along with supporting documents.

If after hearing the dispute the claim is upheld by the City Council, the City may impose damages against the Grantee after the Grantee has had a reasonable period of time, not less than (30) days, to remedy the alleged violation, if it can be remedied.

C. **Reservation of Rights.** The rights granted the City by this section are in addition to all other rights of the City whether reserved by this franchise or authorized by law, and no action, proceeding or exercise of a right with respect to liquidated damages shall affect any other right the City may have.

## ARTICLE IX

### **REVOCAION OF FRANCHISE**

**Sec. 9.01. General.** In addition to all other rights and powers of the City by virtue of this franchise or otherwise, the City reserves as an additional and as a separate and distinct power the right to terminate and cancel this franchise and all rights and privileges of Grantee hereunder in any of the following events or for any of the following reasons:

A. **Violation of Provisions.** Grantee shall by act or omission violate any term, condition, or provision of this franchise and shall fail or refuse to effect compliance within thirty (30) days following written demand by City to do so.

B. **Insolvent or Bankrupt.** Grantee becomes insolvent or is adjudged bankrupt or all or any part of Grantee's facilities are sold under an instrument to secure a debt and are not redeemed by Grantee within thirty (30) days from the date of such sale; provided, however, this shall not be an event of termination or cancellation in the event of bankruptcy proceeding and the trustee, receiver, or debtor in possession agrees in writing to be bound by the terms of this franchise.

C. **Fraud or Deceit.** Grantee attempts to or does practice any fraud or deceit in its conduct or relations under this franchise with the City, customers, or potential customers.

D. **Method of Termination and Cancellation.** Any such termination and cancellation of this franchise shall be by ordinance adopted by City Council; provided, however, before any such ordinance is adopted, Grantee must be given at least sixty (60) days advance written notice, which notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise Grantee that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken, and shall set forth the time, date, and place of the hearing. In no event shall such hearing be held less than thirty (30) days following delivery of such notice to Grantee. At the hearing, the Grantee shall be entitled to all rights of due process consistent with City procedures, including but not limited to the right to present evidence and the right to be represented by counsel.

E. **Force Majeure.** Other than its failure, refusal, or inability to pay its debts and obligations, including, specifically, the payments to the City required by this franchise, Grantee shall not be declared in default or be subject to any sanction under any provision of this franchise in those cases in which performance of such provision is prevented by reasons beyond its control.

## ARTICLE X

### **ASSIGNMENT OF FRANCHISE**

**Sec. 10.01. City Approval of Assignment Required.** This franchise shall be a privilege personal to the Grantee and shall neither be assigned or transferred, in whole or in part, or leased, sublet, or mortgaged in any manner nor shall title thereto, legal or equitable, or any right, interest, or property therein pass to or vest in any person without the prior consent of the City Council expressed by resolution or ordinance, and then only under such conditions as may be prescribed therein. No assignment to any person shall be effective until the assignee has filed with the City Secretary an instrument in writing, duly

executed, reciting the fact of such assignment, accepting the terms of this franchise, and agreeing to comply with all of the provisions hereof.

**Sec. 10.02. City Approval of Transfer of Control Required.** The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or disposition or acquisition by any other person of control in the Grantee. As used herein, the word “control” is used to denote more than a fifty percent (50%) change in ownership and/or actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Grantee shall make the franchise subject to cancellation unless and until the City Council shall have consented thereto by resolution or ordinance. Such consent shall not be unreasonably withheld. For the purpose of determining whether it shall consent to such change, transfer, disposition, or acquisition of control, the City may inquire into the qualifications of the prospective controlling party; the Grantee shall assist the City in such inquiry.

## ARTICLE XI

### **FAILURE OF CITY TO ENFORCE FRANCHISE**

**Sec. 11.01. No Waiver of Terms.** The Grantee shall not be excused from complying with each and all of the terms, conditions, and provisions of this franchise Ordinance even though the City should upon one or more occasions fail to insist upon, to require, or to seek compliance with any such term, condition, or provision.

## ARTICLE XII

### **NONEXCLUSIVE FRANCHISE**

**Sec. 12.01. Nonexclusive Franchise.** Nothing herein contained shall ever be held or considered as conferring upon Grantee and its successors and assigns any exclusive rights or privileges of any nature whatsoever.

## ARTICLE XIII

## **FRANCHISE TERM**

**Sec. 13.01.** **Term.** This franchise shall take effect and continue and remain in effect for a term of fifteen (15) years from the effective date of this Ordinance, provided Grantee files a written acceptance of this franchise with the City within thirty (30) days after final passage of this Ordinance.

## **ARTICLE XIV**

### **FRANCHISE AMENDMENT**

**Sec. 14.01.** **Franchise Amendment Process.** Notwithstanding the provisions contained in Article XIII hereof, from and after the tenth (10th) year of this franchise, if for any reason the City determines the provisions of this Ordinance obsolete or materially inapplicable due to changes in the gas utility industry or the technology applicable thereto, the City may initiate negotiation of amendment of this franchise. Grantee shall not be required, however, to accept any amendatory provision which results in economic waste to Grantee or in reduction in the term hereof.

## **ARTICLE XV**

### **SEVERABILITY**

**Sec. 15.01.** **Severability.** If any provision, section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional, void, or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provisions or regulation, and to this end, all provisions of this Ordinance are declared to be severable.

## **ARTICLE XVI**

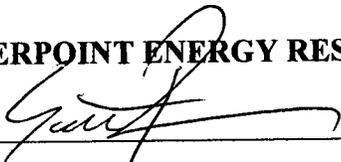
**ACCEPTANCE**

**Sec. 16.01 Acceptance of Franchise** Within thirty (30) days from the effective date of this franchise, Grantee shall file with the City Secretary a written statement in the following form signed in its name and behalf:

"To the Honorable Mayor and City Council of the City of Hilshire Village, Texas:

For itself, its successors, and assigns, CENTERPOINT ENERGY RESOURCES CORP., a corporation duly authorized to do business in the State of Texas, hereby accepts the attached franchise and agrees to be bound by all of its terms, conditions, and provisions.

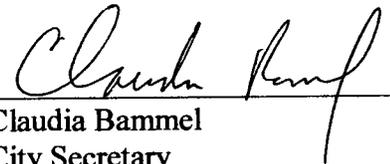
**CENTERPOINT ENERGY RESOURCES CORP.**

By:   
Its: Vice President Operations "  
SCOTT PROCHAZKA

PASSED, APPROVED, AND ADOPTED this 30<sup>th</sup> day of May, 2006.

  
Robin Border  
Mayor

ATTEST:

  
Claudia Bammel  
City Secretary

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §  
HARRIS COUNTY §

I, the undersigned City Secretary of the City of Hilshire Village, Texas (the “City”), hereby certify as follows:

1. The City Council of the City convened in a regular meeting on June 21, 2022, at the regular meeting place thereof, within the City, and the roll was called of the duly constituted officers and members of the City Council, to wit:

Robert (Bob) Buesinger	Mayor
Mike Gordy	Council Member, Position 1
Justin Crawford	Council Member, Position 2
Andy Carey	Council Member, Position 3
Paul Maddock	Council Member, Position 4/Mayor Pro Tem
David Schwarz	Council Member, Position 5

and all of such persons were present except \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION APPROVING A TAX-EXEMPT FINANCING BY THE HILSHIRE VILLAGE CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF PROVIDENCE CLASSICAL SCHOOL, AND RELATED MATTERS

(the “Resolution”) was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: \_\_\_                      NAYS: \_\_\_                      ABSTENTIONS: \_\_\_

2. That a true, full and correct copy of the Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the City Council’s minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council’s minutes of such meeting pertaining to the adoption of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

SIGNED AND SEALED this 21st day of June, 2022

---

City Secretary

(SEAL)

**RESOLUTION APPROVING A TAX-EXEMPT FINANCING BY  
THE HILSHIRE VILLAGE CULTURAL EDUCATION  
FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF  
PROVIDENCE CLASSICAL SCHOOL, AND RELATED MATTERS**

**WHEREAS**, the City of Hilshire Village, Texas (the “City”), has, pursuant to the Cultural Education Facilities Finance Corporation Act, Chapter 337, Texas Local Government Code, as amended (the “Act”), approved and provided for the creation of Hilshire Village Cultural Education Facilities Finance Corporation (the “Corporation”) as a non-stock, non-profit corporation

**WHEREAS**, the Corporation, on behalf of the City, is empowered to issue its bonds, notes or other obligations to loan or otherwise provide funds to a borrower to enable the borrower to acquire, construct, enlarge, extend, repair, renovate, or otherwise improve cultural facilities, health facilities, educational facilities, or housing facilities or any facility incidental, subordinate, or related to or appropriate in connection therewith; and

**WHEREAS**, Providence Classical School, a Texas nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Borrower”), has requested that the Corporation make a loan to the Borrower and the Borrower and the Corporation propose to enter into a tax-exempt loan agreement (the “Loan Agreement”) with Zions Bancorporation, National Association dba Amegy Bank (the “Lender”) for the purpose of borrowing funds from the Lender in the amount of \$6,750,000 to be loaned by the Corporation to the Borrower (the “Loan”) and evidenced by a note of the Corporation in accordance with the terms of the Loan Agreement (the “Financing”) for the purpose of (i) financing and refinancing the acquisition, construction, renovation, expansion and/or equipping of educational facilities at the Borrower’s campus located at 18100 Stuebner Airline Road, Spring, Texas 77379, including purchase and installation of modular buildings for the Borrower’s Logic School (7th-8th grades), and the construction, renovation and expansion of science labs, a gymnasium, a library, and administrative offices, (ii) refinancing a 2014 construction loan from Woodforest National Bank, and (iii) paying the costs of the Loan (collectively the “Project”)

**WHEREAS**, the Corporation has approved of the issuance of the Financing for the Project for the benefit of the Borrower, subject to the terms of the financing to be agreed upon by the Corporation, the Borrower and the Lender; and

**WHEREAS**, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), provides that the governmental unit having jurisdiction over the issuer of tax-exempt obligations for the benefit of 501(c)(3) organization shall approve the issuance of such tax-exempt obligations after a public hearing following reasonable public notice; and

**WHEREAS**, a public hearing with respect to the Loan was held on June 20, 2022 on behalf of the Corporation and the City, notice of such public hearing having been published on June 11, 2022, not less than 7 days before the day of such hearing, in the *Houston Chronicle*, a newspaper of general circulation available to residents within the boundaries of the City;

**WHEREAS**, the Corporation has delivered to the City Council a certificate regarding the conduct of the public hearing;

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

**Section 1.** The City hereby approves the Financing and the Project solely for purposes of satisfying the requirements of Section 147(f) of the Code.

**Section 2.** The approval herein granted is solely for purposes of satisfying the requirements of the Code, and shall not be construed to constitute an endorsement of the creditworthiness of the Borrower or the Project or as a representation, warranty or other undertaking of any kind by the City in respect to the Financing or the Project. The Financing shall not constitute an obligation of the City or a pledge of its faith and credit, and the City shall not be obligated to pay the Loan or the interest thereon or otherwise incur any liability in respect thereof.

**Section 3.** The City hereby acknowledges that the Loan has been designated by the Corporation as a “qualified tax exempt obligation” under section 265(b)(3)(B)(i)(III) of the Code. The City represents, covenants and warrants the following: (a) that during the 2022 calendar year, the City (including the Corporation and any other subordinate entities) has not designated nor will designate obligations that will result in more than \$10,000,000 of "qualified tax exempt obligations" being designated; and (b) that the City reasonably anticipates that the amount of tax exempt obligations issued by the City (including tax exempt obligations of the Corporation and any other subordinate entities) during the 2022 calendar year will not in the aggregate exceed \$10,000,000.

**Section 4.** This Resolution shall become effective immediately upon its passage.

*[Signature page follows]*

PASSED AND ADOPTED this 21st day of June, 2022.

THE CITY OF HILSHIRE VILLAGE,  
TEXAS

---

Robert Buesinger, Mayor

ATTEST:

---

City Secretary

### Inframark Utility Billing Schedule

Action	Currently Scheduled For	Days	Proposed Changes	Days	△
<b>Invoice is mailed</b>	5 <sup>th</sup> -8 <sup>th</sup>	0	Within the first 10 calendar days of the month	0	-
<b>Payment Due</b>	Last day of the month	22	30 calendar days after mailed date	30	8
<b>Delinquent Letter</b>	7 calendar days after the due date	29	10 business days after the due date (14 calendar)	44	15
<b>Red Tag</b>	5 days after the letter (7 calendar)	36	10 business days after the letter (14 calendar)	59	23
<b>Disconnect</b>	5 days after the red tag (7 calendar)	43	5 business days after the red tag (7 calendar)	57	14

Current Billing Schedule												
Action	December & January		February & March		April & May		June & July		August & September		October & November	
<b>Invoice is mailed</b>	5-Feb	8-Feb	5-Apr	8-Apr	5-Jun	8-Jun	5-Aug	8-Aug	5-Oct	8-Oct	5-Dec	8-Dec
<b>Payment Due</b>	28-Feb		30-Apr		30-Jun		31-Aug		31-Oct		31-Dec	
<b>Delinquent Letter</b>	7-Mar		7-May		7-Jul		7-Sep		7-Nov		7-Jan	
<b>Red Tag</b>	14-Mar		14-May		14-Jul		14-Sep		14-Nov		14-Jan	
<b>Disconnect</b>	21-Mar		21-May		21-Jul		21-Sep		21-Nov		21-Jan	

Proposed Billing Schedule												
Action	December & January		February & March		April & May		June & July		August & September		October & November	
<b>Invoice is mailed</b>	1-Feb	10-Feb	1-Apr	10-Apr	1-Jun	10-Jun	1-Aug	10-Aug	1-Oct	10-Oct	1-Dec	10-Dec
<b>Payment Due</b>	3-Mar	12-Mar	1-May	10-May	1-Jul	10-Jul	31-Aug	9-Sep	31-Oct	9-Nov	31-Dec	9-Jan
<b>Delinquent Letter</b>	17-Mar	26-Mar	15-May	24-May	15-Jul	24-Jul	14-Sep	23-Sep	14-Nov	23-Nov	14-Jan	23-Jan
<b>Red Tag</b>	31-Mar	9-Apr	29-May	7-Jun	29-Jul	7-Aug	28-Sep	7-Oct	28-Nov	7-Dec	28-Jan	6-Feb
<b>Disconnect</b>	7-Apr	16-Apr	5-Jun	14-Jun	5-Aug	14-Aug	5-Oct	14-Oct	5-Dec	14-Dec	4-Feb	13-Feb

ORDINANCE NO. 822-2022

AN ORDINANCE AMENDING APPENDIX “A” FEE SCHEDULE OF THE CODE OF ORDINANCES OF THE CITY OF HILSHIRE VILLAGE, TEXAS, BY DELETING SECTION 7.200 OF APPENDIX “A” THEREOF AND SUBSTITUTING THEREFOR A NEW SECTION 7.200 OF APPENDIX “A”, ESTABLISHING NEW WATER, WATER DEPOSITS, BILLING CHARGES, SANITARY SEWER AND SOLID WASTE COLLECTION RATES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

\* \* \* \* \*

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

Section 1. The Code of Ordinances of the City of Hilshire Village, Texas (the “Code”), is hereby amended by deleting Section 7.200 of Appendix A, and substituting therefore a new Section 7.200 of Appendix A to provide as follows with an effective date for all invoices rendered after date of Ordinance.

**Sec. 7.200 Water Rates Established**

(a) Residential and Non-Residential, Bi-Monthly Charges:

- (1) The charge for water is \$7.00/1000 gallons – no minimum
- (2) The flat rate bi-monthly sewer charge is \$74.00 and the maintenance charge is \$20.00.

(b) Commercial “C”, Bi-Monthly Charges

- (1) The charge for water is \$7.00/1000 gallons – no minimum
- (2) The flat rate bi-monthly sewer charge is \$74.00 and the maintenance charge of \$20.00.

(c) Commercial-Holy Cross Church, Bi-Monthly Charges:

- (1) The charge for water is \$7.00/1000 gallons – no minimum.
- (2) The flat rate bi-monthly sewer charge is \$525.94 and the maintenance charge is \$20.00.

**Meter Deposit**

- (1) A deposit for water meter hookup for any new residential, non-residential or commercial customer shall be required in the amount of \$500.00 per meter. The refund will be returned on the last water bill after a call for disconnection.
- (2) If in the event an existing resident’s water is turned off due to nonpayment, a deposit will be required, in an amount necessary to cause a total deposit balance of \$500.00, prior to a reconnection of water service. Such deposit

shall be mandatory if there is no deposit, or there is a deposit in an amount less than \$500.00 remaining on the account.

### **Billing Charges Established for Residential, Non-Residential and Commercial**

**\*All Payments, as described below, shall be made in person or online (if applicable) at such place that payments are received, unless otherwise approved by the City or an authorized contractor for the City, with an authorized payment method (not to include personal checks).**

- (1) Returned Check Fee is \$25.00
- (2) Meter Verification/Re-Read will be no charge if meter was read incorrectly, 1 free re-read a year and \$20.00 thereafter if the meter was read correctly by Inframark Water & Infrastructure Services.
- (3) A Service Account Transfer fee of \$15.00 will be charged for new accounts or when a resident moves from one address to another within the city, so that the records follow the resident.
- (4) Billing statements shall be mailed bi-monthly by the tenth (10<sup>th</sup>) day of each billing month.
- (5) The payment due date shall be thirty (30) calendar days from the statement mailed date.
- (6) If payment has not been received by the tenth (10<sup>th</sup>) day after the statement due date, a delinquent letter shall be mailed to the billing address and a delinquent letter fee of \$10.00 shall be applied to the account. The account holder shall have ten (10) business days (excluding holidays), from the date that such delinquent letter is issued, to pay all delinquent bills before a red tag is issued.
- (7) Red tag fee is \$20.00. Once a red tag is issued, the account holder shall have five (5) business days (excluding holidays), from the date that such red tag is issued, to pay all delinquent bills before the water is turned off.
- (8) Turn off fee is \$50.00.
- (9) Reconnect fee is \$50.00.
- (10) Removal of Meter due to unauthorized usage after turn off is \$100.00.
- (11) Insufficient Funds Fee is \$25.00.

### **Solid waste collection charges:**

Per residential unit, school, church, public building or similar use is \$46.76 bi-monthly, excluding sales tax. Additionally, a fuel surcharge and disposal environmental fee will be charged by the City if and when the Vendor's bill includes these fees.

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

Section 3. In the event any clause phrase, provision, sentence or part of this Ordinance or the application of the same to any person or 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.

PASSED, APPROVED, AND ADOPTED this 21<sup>st</sup> day of June, 2022.

---

Robert Buesinger, Mayor

ATTEST:

---

Susan Blevins, City Secretary

CITY OF HILSHIRE VILLAGE  
COMPLAINT FORM

Date Notified	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
3/2/22	Drainage issues in the right-of-way caused by hydrant flushing.	1324 Pine Chase Grove	Area was reported on 11/13/19 and addressed by DonMar Grading on 10/20/20.	Susan, Javier and Council Member Byrne met at the site. Inframark has changed their mode of flushing using a fire hydrant hose going out to street. <b>City of Houston has been contacted and we are awaiting a meeting to discuss the area. The homeowners do not want the area fenced.</b>	
3/4/22	A tree in the drainage area next to his house has erosion at the roots and has become a hazard.	1305 Ridgeley Dr	Susan contacted CenterPoint to see if they can remove the tree. CenterPoint arborist will do a jobsite visit.	4/7 CenterPoint responded that they will not cut it down. The area is small partial piece of property that appears to have been conveyed to Harris County Flood Control. Engineer Vasquez sent photos of the tree to HCFCD, service request number SR#85985. HCFCD responded that their inspector found no visual defects in the tree, and therefore will not remove it.	5/31/2022
3/29/22	Tree next door is dying, hazard	1200 Pine Chase	Unable to locate the tree in question by driving by. Will need more direction from the neighbor.	Susan located the tree. The new property owner has been notified and sent a list of recent companies who have obtained a permit in Hilshire. <b>6/17/22 The tree appears to still be there, will follow up with the new homeowners.</b>	
4/18/22	Pool needs to be treated and drained.	2 Pine Creek	Cassie sent an email to the owner and his general contractor.	Contractor responded that he would take care of it. 6/16/22 Confirmed with the contractor that the pool has been drained and will be cleaned over the next couple of days.	6/16/2022
5/17/22	The southern No Parking Sign on Ridgeley is facing his house. He said the sign used to be in a different location and was moved.	1105 Ridgeley Dr	Cassie looked at the area, it is believed that the sign the owner is referring to was not moved but instead knocked over by a delivery vehicle and is a speed limit sign. Cassie advised the owner to attend the council meeting and speak during citizen comments and/or to request to be on next month's agenda in order to have a discussion with the council.		5/17/2022
5/17/22	Swimming pool is stagnant and attracting mosquitos.	1209 Archley Dr	Cassie sent an email to the property owner. This address has been vacant for years.	<b>Property owner responded that he will schedule the cleaning. He said again that the house and pool will eventually be demolished.</b>	
5/23/22	Hilshire Villas entrance irrigation is not working.	Hilshire Villas	Cassie sent an email to the developer to have their landscaper check it out.		5/23/2022
5/23/22	A truck is parked in front of her garbage can, worried she will get skipped.	4 Pine Creek Lane	Cassie walked over to speak with the contractor, he moved his vehicle.	No further action taken.	5/23/2022
5/25/22	Mowing needed	Lot 1 Glourie	Sent an email to the church.	Lot was mowed.	6/13/2022
5/25/22	Vacant lot needs mowing	1306 Glourie Dr	Cassie contacted the realtor who had it mowed.		5/26/2022
5/25/22	Street flooded, grate is clogged.	14 Pine Creek Ln	Cassie sent an email to the construction contractor asking if there are plans to remove the tree.	Contractor said he would talk to the owners. We also spoke with the landscaper who was hesitant to remove the tree but said he would take a look.	6/15/2022

CITY OF HILSHIRE VILLAGE  
COMPLAINT FORM

Date Notified	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
5/25/22	Gravel is falling into the street and nearby drain.	15 Pine Creek Ln	Cassie sent an email to the homeowner to correct the gravel falling into the street, either by removal or edging materials. Also offered to assist with a secondary drainage plan.	Susan spoke with the homeowner who acknowledged the fallen gravel.	5/25/2022
5/28/22	glass broken in the middle of street	1200 Glourie	Bill got of his car and cleaned it up	thank you bill	5/28/2022
5/28/22	grass in ditch needs address	1206 Glourie	6/17/22 Cassie drove by and found no overgrowth in the ditch, appears to have been mowed.		6/17/2022
5/28/22	Carpet left at street	8013 Bromley	6/17/22 Cassie drove by and found no carpet, it was either removed by the homeowner or taken by the garbage team.		6/17/2022
5/28/22	Vacant lot next door has debris and hazards.	1226 Glourie Dr	Susan reported the issues to BBG for inspection. Cassie asked the contact for the property owner to send someone out to remove the hazards on the lot.	The contact person for the owners of the lot had their landscaping team go out and pick up the debris.	6/13/2022
5/28/22	There is a fallen limb on the street.	1031 Ridgeley Dr	Fire department cleared the obstacle.	There is still debris in the yard, the homeowner will hire a contractor. <b>6/17/22 Cassie drove by and saw the limb still hanging. Will provide the owners with short list of contractors that can remove it.</b>	
6/1/22	The grass isn't being mowed on the Westview side. These are new homeowners.	1327 Glourie Dr	Cassie sent an email to the new owners advising they are responsible for the right-of-way.	The grass was mowed.	6/10/2022
6/1/22	Contractors are cutting sheet rock in the street, wants to make sure it is cleaned up.	8011 Bromley Rd		Cassie drive by, did not see a mess.	6/2/2022
6/1/22	Contractors are causing mud on the street, needs to be cleaned.	8001 Bromley Rd	Cassie reminded the contractor to clean the street.	6/17/22 Cassie drove by to check for dirt. The street was clean but had spots of dirt. Will remind the superintendent to clean the street at the end of each work day.	6/17/2022
6/1/22	Cut bamboo at the curb, has been there for days.	1125 Ridgeley		Bamboo was removed.	6/17/2022
6/2/22	Water is running from the interconnect backflow.	Hickory Shadows	Cassie sent Inframark technician to investigate. It was found that 40,000 gallons was wasted.	Water was turned off.	6/2/2022
6/3/22	Large dead tree in the neighbor's front yard.	7 Hickory Shadows	<b>House is for sale, will contact the owner of record and realtor if needed.</b>		
6/9/22	Water pressure has dropped recently, asked to have city line and meter checked.	1100 Ridgeley	Cassie sent a request to Mickayla with Inframark to investigate	Mickayla found the pressure at an exterior spigot to be 50psi and spoke with the owner. They will have a plumber come check the inside.	6/9/2022
6/13/22	Reported that there have been construction activities on Sundays	15 Pine Creek Ln	Cassie sent a notice to the owner.	The owner responded that there is work being done because she has water entering her home. Lisa forwarded her information to Engineer Vasquez for a consult as this activity will require a drainage plan, permit and inspections.	6/13/2022
6/14/22	A big truck was delivering to one of the Pine Creek construction sites and blocked the road for 15 minutes.	Pine Creek	Cassie sent an email to the two superintendents to make sure they are never blocking traffic.		6/14/2022

CITY OF HILSHIRE VILLAGE  
COMPLAINT FORM

Date Notified	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
6/13/22	Water is leaking from her meter box. She notified Inframark but was wondering if someone else should know.	7902 Hilshire Villas	Cassie contacted technician Mickayla who was already in the city and had received notice from dispatch.	Mickayla located the leak on the property owner's side, owner will call a plumber.	6/13/2022
6/13/22	Man walked in backyard without permission, found to be part of Verizon working crew	Ridgeley	Advised to call Spring Valley PD if further assistance is needed		6/15/2022
6/17/22	Her garbage was not collected yesterday.	1102 Guinea Dr	Cassie sent an email to the GFL customer service team.		6/17/2022



# Monthly Newsletter: June 2022

## ANNOUNCEMENTS

We welcome the following entities who joined TexPool in May 2022:

### TexPool

- McKinney MUD 2 of Collin County
- North Hays County MUD 2
- Montgomery County MUD 186

### TexPool Prime

- Viridian Municipal Management District

### Upcoming Events

- June 15, 2022 - June 17, 2022  
**Texas Association of Community College Business Officers (TACCBO) Annual Meeting and Conference**  
Waco Convention Center, Waco, TX
- June 23, 2022 - June 25, 2022  
**Association of Water Board Directors Annual Conference**  
Fort Worth Convention Center, Fort Worth, TX
- June 26, 2022 - June 28, 2022  
**Texas Association of State Senior College and University Business Officers (TASSCUBO) Summer Conference**  
Hyatt Regency - Lost Pines Resort, Bastrop, TX

### TexPool Advisory Board Members

- |                    |                 |
|--------------------|-----------------|
| Patrick Krishock   | Jerry Dale      |
| Belinda Weaver     | David Landeros  |
| Deborah Laudermilk | Sharon Matthews |
| Valarie Van Vlack  | David Garcia    |

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

### TexPool Participant Services is Now Paperless!

As of January 3, 2022, participants are no longer required to send original documentation for requests that have been submitted via email or fax. For questions, contact 1-866-839-7665.

## Economic and Market Commentary: Ear to the ground

June 1, 2022

The cautious and shrewd way Federal Reserve policymakers communicate can put diplomats to shame. But the success of their decisions in the coming months will depend upon how well they listen.

Managing monetary policy in the midst of a global pandemic has been, and remains extraordinarily difficult. No one can deny that. But the Fed's response to mounting inflation in the last several quarters showed it wanted to stick to its new paradigm in the face of facts. If you recall, in August of 2020, it recast its policy framework to allow inflation to exceed 2% as long as the labor market is strong. Officials not only viewed rising prices in 2021 as "transient," but also a positive after years of undershooting 2%.

While telegraphing 50 basis-point hikes in the next two FOMC meetings, minutes from the last meeting and recent official speeches suggest the committee might pause to assess their impact. In other words, they will—and should—return to making decisions based on data in the fight against inflation without inducing a recession. Policymakers have to listen to what the economy is telling them on a

(continued page 6)

### Performance as of May 31, 2022

	TexPool	TexPool Prime
Current Invested Balance	\$26,022,107,081	\$10,635,158,204
Weighted Average Maturity**	25 Days	20 Days
Weighted Average Life**	93 Days	58 Days
Net Asset Value	0.99978	0.99978
Total Number of Participants	2,709	459
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	\$13,838,421.11	\$7,424,020.28
Management Fee Collected	\$646,076.49	\$412,632.62
Standard & Poor's Current Rating	AAA <sub>m</sub>	AAA <sub>m</sub>
<b>Month Averages</b>		
Average Invested Balance	\$26,221,171,318	\$10,775,834,407
Average Monthly Rate*	0.62%	0.81%
Average Weighted Average Maturity**	23	20
Average Weighted Average Life**	94	60

\*This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

\*\*See page 2 for definitions.

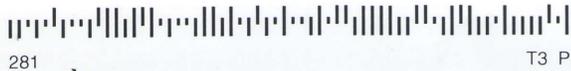
Past performance is no guarantee of future results.



PRSR STD  
 U.S. POSTAGE  
 PAID  
 AUSTIN, TX  
 PERMIT NO. 1264

Participant Services  
 1001 Texas Ave. Suite 1150  
 Houston, TX 77002

MR. RUSSELL HERRON  
 CITY OF HILSHIRE VILLAGE  
 8301 WESTVIEW DR  
 HOUSTON TX 77055-6737



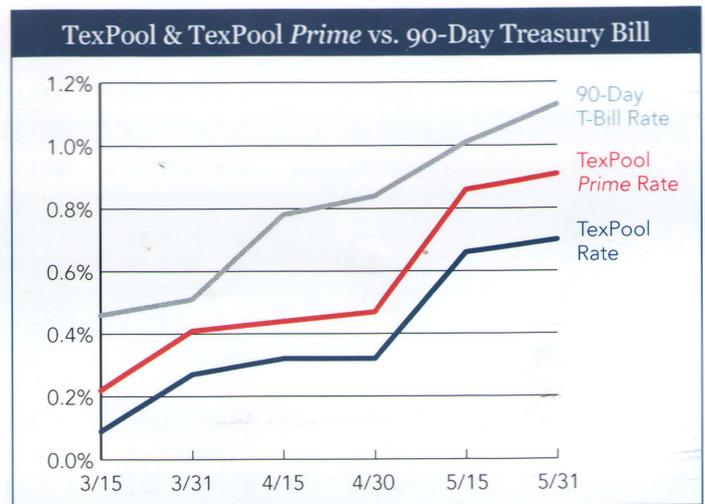
scale much smaller and a timeframe much shorter than they prefer. This is no time for long-view academic studies.

Reports already indicate that this economy might be more responsive to shifts in monetary policy than traditionally expected. The housing market, consumer outlook and industrial production are cooling off. It is not unreasonable to think that supply-chain bottlenecks and energy prices exacerbated by China's shutdown and the war in Ukraine could improve by the fall. Data dependency is a cliché that completely applies here.

What of investors? The bond market seems to be declaring victory over inflation and the stock market is betting on the worst-case scenario. Investors in the short end of the Treasury yield curve are acting more rationally, although the supply/demand imbalance, especially in the front end, has caused it to trade much lower in yield. In addition to the supply/demand imbalance, the flight-to-safety trade has depressed Treasury yields further. You have to go to the 6-month section of the curve to find yields above the Fed's Reverse Repo Facility. But administered rates on bank deposits have not budged much because banks still are flush with cash and don't want deposits—especially now that the cost of lending is increasing. We think the money market securities in which government pools can invest are in a good place and are a good place for investment.

At the end of May, yields on 1-, 3-, 6- and 12-month U.S. Treasuries were 0.71%, 1.05%, 1.54% and 2%, respectively;

Item 5.C.



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

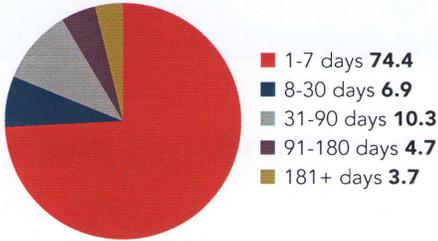
Past performance is no guarantee of future results.

the 1-, 3-, 6- and 12-month Bloomberg Short-Term Bank Yield Index rates (BSBY) were 0.96%, 1.54%, 2.04% and 2.68%, respectively; and the 1-, 3-, 6- and 12-month London interbank offered rates were 1.12%, 1.63%, 2.11% and 2.78%, respectively.



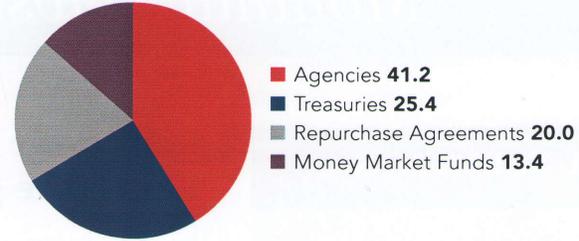
### Portfolio by Maturity (%)

As of May 31, 2022



### Portfolio by Type of Investment (%)

As of May 31, 2022



### Portfolio Asset Summary as of May 31, 2022

	Book Value	Market Value
Uninvested Balance	\$746.58	\$746.58
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	13,239,410.71	13,239,410.71
Interest and Management Fees Payable	-13,838,432.26	-13,838,432.26
Payable for Investments Purchased	-124,001,527.50	-124,001,527.50
Accrued Expenses & Taxes	-22,376.48	-22,376.48
Repurchase Agreements	5,243,484,686.00	5,243,484,686.00
Mutual Fund Investments	3,523,074,000.00	3,523,074,000.00
Government Securities	9,245,226,335.03	9,244,988,725.23
US Treasury Bills	4,134,504,337.74	4,131,382,419.99
US Treasury Notes	4,000,439,901.11	3,998,160,483.24
<b>Total</b>	<b>\$26,022,107,080.93</b>	<b>\$26,016,468,135.51</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

### Participant Summary

	Number of Participants	Balance
School District	600	\$7,638,449,744.20
Higher Education	60	\$1,289,120,802.59
County	196	\$2,995,984,987.19
Healthcare	90	\$1,532,766,056.58
Utility District	886	\$4,393,089,869.11
City	484	\$6,901,234,828.38
Emergency Districts	98	\$330,418,973.51
Economic Development Districts	84	\$171,186,657.74
Other	211	\$769,869,228.35

#### \*\*Definition of Weighted Average Maturity and Weighted Average Life

WAM is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.



### Daily Summary

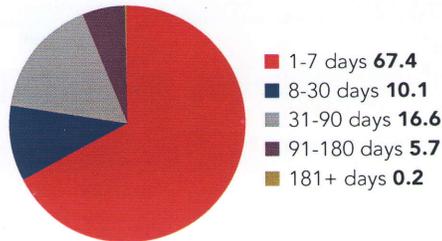
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
5/1	0.3209%	0.000008791	\$26,686,291,199.96	0.99971	24	99
5/2	0.3282%	0.000008993	\$26,721,113,902.65	0.99972	22	95
5/3	0.3236%	0.000008865	\$26,749,907,699.92	0.99971	22	95
5/4	0.3305%	0.000009055	\$26,779,341,693.65	0.99971	22	95
5/5	0.4123%	0.000011296	\$26,933,106,444.34	0.99973	21	94
5/6	0.6406%	0.000017551	\$26,648,179,969.34	0.99974	22	94
5/7	0.6406%	0.000017551	\$26,648,179,969.34	0.99974	22	94
5/8	0.6406%	0.000017551	\$26,648,179,969.34	0.99974	22	94
5/9	0.6336%	0.000017359	\$26,552,367,695.53	0.99974	20	92
5/10	0.6405%	0.000017549	\$26,154,271,419.60	0.99974	21	93
5/11	0.6402%	0.000017539	\$26,106,387,490.90	0.99974	21	93
5/12	0.6523%	0.000017870	\$25,998,946,761.15	0.99975	20	93
5/13	0.6550%	0.000017946	\$26,137,115,435.18	0.99974	21	94
5/14	0.6550%	0.000017946	\$26,137,115,435.18	0.99974	21	94
5/15	0.6550%	0.000017946	\$26,137,115,435.18	0.99974	21	94
5/16	0.6764%	0.000018532	\$25,995,106,573.71	0.99973	21	93
5/17	0.6792%	0.000018608	\$25,969,460,405.71	0.99972	22	92
5/18	0.6861%	0.000018798	\$26,064,506,012.10	0.99973	22	92
5/19	0.6806%	0.000018647	\$26,054,847,987.47	0.99975	22	93
5/20	0.6850%	0.000018767	\$25,994,738,308.41	0.99976	23	93
5/21	0.6850%	0.000018767	\$25,994,738,308.41	0.99976	23	93
5/22	0.6850%	0.000018767	\$25,994,738,308.41	0.99976	23	93
5/23	0.6878%	0.000018845	\$25,869,010,549.74	0.99976	24	93
5/24	0.6883%	0.000018857	\$25,848,336,382.55	0.99979	24	93
5/25	0.7080%	0.000019398	\$26,060,476,934.71	0.99979	24	94
5/26	0.7154%	0.000019600	\$26,127,323,709.97	0.99980	24	94
5/27	0.7145%	0.000019576	\$25,955,824,946.20	0.99979	26	95
5/28	0.7145%	0.000019576	\$25,955,824,946.20	0.99979	26	95
5/29	0.7145%	0.000019576	\$25,955,824,946.20	0.99979	26	95
5/30	0.7145%	0.000019576	\$25,955,824,946.20	0.99979	26	95
5/31	0.7023%	0.000019242	\$26,022,107,080.93	0.99978	25	93
<b>Average:</b>	<b>0.6228%</b>	<b>0.000017063</b>	<b>\$26,221,171,318.33</b>	<b>0.99975</b>	<b>23</b>	<b>94</b>



## TEXPOOL Prime

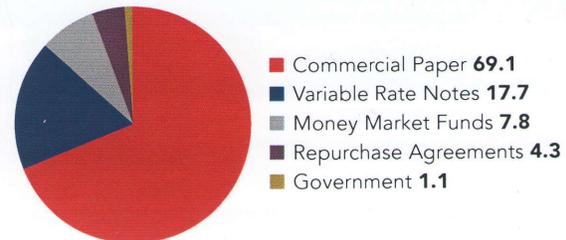
### Portfolio by Maturity (%)

As of May 31, 2022



### Portfolio by Type of Investment (%)

As of May 31, 2022



### Portfolio Asset Summary as of May 31, 2022

	Book Value	Market Value
Uninvested Balance	\$172,209.74	\$172,209.74
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	2,305,265.68	2,305,265.68
Interest and Management Fees Payable	-7,424,019.61	-7,424,019.61
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-13,738.82	-13,738.82
Repurchase Agreements	460,454,000.00	460,454,000.00
Commercial Paper	7,347,003,373.21	7,345,362,559.43
Mutual Fund Investments	830,153,483.22	829,941,055.05
Government Securities	117,508,597.69	117,650,987.50
Variable Rate Notes	1,884,999,033.14	1,884,304,550.00
<b>Total</b>	<b>\$10,635,158,204.25</b>	<b>\$10,632,752,868.97</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

### Participant Summary

	Number of Participants	Balance
School District	132	\$3,675,800,727.03
Higher Education	19	\$638,277,676.04
County	49	\$751,731,964.49
Healthcare	18	\$460,878,852.44
Utility District	50	\$652,575,465.98
City	90	\$2,120,789,558.85
Emergency Districts	21	\$46,607,373.85
Economic Development Districts	15	\$23,419,852.07
Other	65	\$2,264,987,709.79



## TEXPOOL Prime

### Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Prime Invested Balance	NAV	WAM Days	WAL Days
5/1	0.4725%	0.000012944	\$11,093,562,421.49	0.99970	19	56
5/2	0.4784%	0.000013108	\$11,032,374,624.30	0.99970	17	54
5/3	0.4814%	0.000013189	\$10,889,890,600.35	0.99970	17	57
5/4	0.5316%	0.000014564	\$10,807,687,211.16	0.99968	18	58
5/5	0.6486%	0.000017771	\$10,747,437,932.84	0.99969	20	61
5/6	0.7633%	0.000020911	\$10,840,794,096.32	0.99968	22	62
5/7	0.7633%	0.000020911	\$10,840,794,096.32	0.99968	22	62
5/8	0.7633%	0.000020911	\$10,840,794,096.32	0.99968	22	62
5/9	0.8768%	0.000024023	\$10,863,709,272.42	0.99973	20	60
5/10	0.8593%	0.000023543	\$10,863,522,289.39	0.99974	21	61
5/11	0.8467%	0.000023198	\$10,904,091,617.65	0.99974	20	60
5/12	0.8568%	0.000023475	\$10,862,638,002.65	0.99974	21	61
5/13	0.8575%	0.000023492	\$10,825,997,281.72	0.99970	21	60
5/14	0.8575%	0.000023492	\$10,825,997,281.72	0.99970	21	60
5/15	0.8575%	0.000023492	\$10,825,997,281.72	0.99970	21	60
5/16	0.8608%	0.000023583	\$10,773,001,551.25	0.99974	19	58
5/17	0.8702%	0.000023841	\$10,755,459,027.46	0.99975	20	59
5/18	0.8756%	0.000023989	\$10,829,862,665.85	0.99975	20	61
5/19	0.8833%	0.000024200	\$10,802,201,862.94	0.99974	21	62
5/20	0.8837%	0.000024210	\$10,721,565,463.46	0.99971	21	62
5/21	0.8837%	0.000024210	\$10,721,565,463.46	0.99971	21	62
5/22	0.8837%	0.000024210	\$10,721,565,463.46	0.99971	21	62
5/23	0.8800%	0.000024073	\$10,637,552,318.25	0.99975	19	60
5/24	0.8849%	0.000024245	\$10,666,262,957.23	0.99975	19	59
5/25	0.8878%	0.000024324	\$10,684,032,418.31	0.99976	19	59
5/26	0.9016%	0.000024700	\$10,685,983,896.88	0.99976	21	61
5/27	0.9166%	0.000025113	\$10,587,841,801.45	0.99972	23	62
5/28	0.9166%	0.000025113	\$10,587,841,801.45	0.99972	23	62
5/29	0.9166%	0.000025113	\$10,587,841,801.45	0.99972	23	62
5/30	0.9166%	0.000025113	\$10,587,841,801.45	0.99972	23	62
5/31	0.9122%	0.000024992	\$10,635,158,204.25	0.99978	20	58
<b>Average:</b>	<b>0.8125%</b>	<b>0.000022260</b>	<b>\$10,775,834,406.61</b>	<b>0.99972</b>	<b>20</b>	<b>60</b>



# Regular Council Meeting Minutes

Tuesday, May 17, 2022 at 6:30 PM  
8301 Westview Drive, Houston, Texas 77055

---

A reception was had to thank Mayor Herron and Council Member Byrne for their services and to welcome new Mayor Robert (Bob) Buesinger and Council Member Justin Crawford. This meeting was held in person at City Hall with remote attendees present.

**1. CALL TO ORDER** Mayor Pro Tem Maddock called to order the Regular Council Meeting at 6:37 P.M.

**1.A. Invocation** was given by Council Member Schwarz

**1.B. Pledge of Allegiance**

**1.C. PRESENT**

Council Member Mike Gordy  
Council Member Robert Byrne  
Council Member Andy Carey  
Mayor Pro Tem Paul Maddock  
Council Member David Schwarz

Also Present: Mayor-Elect Buesinger, Council Member Elect Crawford, City Administrator Blevins, Assistant City Secretary Stephens, City Attorney Bounds, City Engineer Him, City Engineer Vasquez\*, City Building Official DuVall\*, Spring Valley Police Chief Schulze, Spring Valley Police Captain Lane, Village Fire Department Chief Foster

\*Present remotely.

**ABSENT**

Mayor Russell Herron

**2. DISCUSSION AND POSSIBLE ACTION**

**2.A. Approve Minutes from the Regular Council Meeting of April 19, 2022**

**Motion made by Council Member Gordy, Seconded by Council Member Byrne.**

**Voting Yea: Council Member Gordy, Council Member Byrne, Council Member Carey, Mayor Pro Tem Maddock, Council Member Schwarz**

**The motion carried 5-0.**

**2.B. Discussion and Possible Approval of Ordinance Number 821-2022 of the City of Hilshire Village, Texas canvassing the returns and declaring the results of**

**the General Election held on May 7, 2022 for the purpose of electing one (1) Mayor and two (2) Council Members for a full term of two (2) years**

**Motion made by Council Member Gordy, Seconded by Council Member Carey.**

Administrator Blevins said that the total number of voters was 167.

For the position of Mayor, Robert Buesinger received 107 early votes and 34 election day votes for a total of 141.

For Council Member Position One, Mike Gordy received 109 early votes and 34 election day votes for a total of 143.

For Council Member Position Two, Robert Byrne received 46 early votes and 19 election day votes for a total of 65.

For Council Member Position Two, Justin Crawford received 75 early votes and 24 election day votes for a total of 99.

**Voting Yea: Council Member Gordy, Council Member Byrne, Council Member Carey, Mayor Pro Tem Maddock, Council Member Schwarz**

**The motion carried 5-0.**

**2.C. Administer Oaths of Office for one (1) Mayor and two (2) Council Members**

Administrator Blevins administered the Oath of Office to Mayor-Elect Buesinger.

Mayor Buesinger administered the Oath of Office to Council Member Gordy and Council Member Crawford.

**2.D. Mayor Buesinger and Council Member Crawford took their positions at the dais.**

**2.E. Recognition of service to Mayor Russell Herron and Council Member Robert Byrne**

Mayor Buesinger thanked Mayor Herron and Council Member Byrne for their service and read aloud the proclamations written to honor their dedication to the City of Hilshire Village.

**2.F. Recognition of service to Election Judge, John Cooper, and all the Election Workers**

Mayor Buesinger thanked the volunteers who worked the election and read their names aloud.

**3. CITIZEN'S COMMENTS**

**Bill Bristow, 1233 Pine Chase Drive**, said that only 161 citizens voted in the election out of a possible 701. He said that he was disappointed in the turnout.

**Nancy Friedman Taub, 1313 Pine Chase Drive**, asked if the Oath that was administered

was relevant not only to the laws of the constitution of the United States but the laws of the City of Hilshire Village.

**4. REPORTS TO COUNCIL**

**4.A. Police Report:** Captain Lane said in the month of April there were 375 calls for service, of which there were 216 were business checks, 104 public relations, and 15 citations were issued.

Captain Lane stated that the location of the **license plate reader camera** at the north end of Ridgeley Drive requires additional review because it seems there is more lighting than was represented on the map previously. Administrator Blevins said that getting electrical to the camera from a power pole is not a feasible option after speaking with CenterPoint and an electrical contractor.

Council Member Gordy asked for any updates on the issue of **illegal paper license plates**. Captain Lane stated that a valid paper plate is registered and can be searched by the officers. He added that the issue of illegal paper license plates is widespread, and that Spring Valley Police Department continues to cooperate with the Harris County task force.

**4.B. Building Official Report:** Deputy Building Official DuVall said that there were 11 permits approved, and 37 inspections in April. He stated that pre-development meetings have been conducted for a few new construction projects.

Administrator Blevins said that there will be a Board of Adjustment meeting on June 6<sup>th</sup> for 7919 Hilshire Green Drive.

**5.A. OUT OF ORDER**

**Discussion and Possible Authorization for the Mayor to enter into a contract with BBG Consulting, Inc. for Plan Review, Inspections, Building Official and Code Enforcement Service.**

**Motion made by Mayor Pro Tem Maddock, Seconded by Council Member Gordy.**

Administrator Blevins said that this is a renewal of the original contract for building official and code enforcement services. She said that Attorney Bounds has reviewed this agreement and recommended that the Council approve it.

Council Member Gordy said he is happy with the services that BBG provides.

**Bill Bristow, 1233 Pine Chase Drive**, said that he has a concern about BBG Consulting. He said the inspectors leave inspection result stickers that are incomplete and display a different city's name.

**Voting Yea: Council Member Gordy, Council Member Crawford, Council Member Carey, Mayor Pro Tem Maddock, Council Member Schwarz**

**The motion carried 5-0.**

- 4.C. Fire Commissioner's Report:** Commissioner Byrne said that year-to-date there have been 26 calls. He stated that the first quarter strategic plan performance report indicates that the expenses for personal expenditures and overtime exceed the budgeted amount.

**Mayor Pro Tem Maddock made a motion to discuss items 5.C., 5.D., and 5.E. regarding the Village Fire Department, seconded by Council Member Gordy.**

**5.C. OUT OF ORDER**

**Discussion and Possible Approval of the City of Hilshire Village Resolution #2022-232 approving the Village Fire Department's 2021 Intra-Budgetary Transfers to balance the deficit of \$120,822 and to approve the 2021 Audit**

Chief Foster said that the department only had one (1) staffed ambulance for all six (6) Villages. He stated that during the pandemic wait times at the hospital increased from 45 minutes to two (2) to three (3) hours. He stated that this has been happening since last August. Chief Foster said that fire truck members have been shifted to a second ambulance causing overtime. He stated that the plan is to maintain minimum staff, being ten (10) fire medics, until July 1<sup>st</sup> then to hire three (3) additional staff for a minimum of 12 on call.

Council Member Carey asked if the time spent at the hospital will go down as COVID cases are decreases. Chief Foster said that the lack of staff at the hospital is the problem now, most patients are not coming in for COVID symptoms. He stated that it is time for the Villages to have a second ambulance in order to serve the citizens properly, not just now with the staffing shortages, but long term.

**5.D. OUT OF ORDER**

**Discussion and Possible Approval of the City of Hilshire Village Resolution # 2022-233 approving a Budget Amendment of \$515,846 for the Village Fire Department's 2022 Budget**

Council Member Gordy said that the amendment to the 2022 Village Fire Department is unexpected. He stated that he understands the overtime on salary due to COVID and asked about the employee retirement fund being \$97,000 over budget. Chief Foster said that the Fire Commission had a study about how to retain employees and it was found that the pension contribution was 1.5:1. He stated that the Fire Commission increased to 2:1 and made it retroactive back to the first of the year.

**5.E. OUT OF ORDER**

**Discussion and Possible Approval of the City of Hilshire Village Resolution # 2022-231 approving the Proposed 2023 Village Fire Department Budget in the amount of \$8,689,847.78 with Hilshire Village's 2023 Annual Assessment being \$260,695.42**

Council Member Crawford asked about the total 12% cost of living adjustment in the budget. Chief Foster said that a salary comparison study done a few years ago

indicated that there was a significant need to increase salaries at the department, so they are catching up in the 2023 budget.

Council Member Gordy asked Administrator Blevins for the impact on the City's budget. Administrator Blevins stated that she has not had enough time to review the numbers. Chief Foster said that the Council has until June 30 to respond to the budget.

**Mayor Pro Tem Maddock amended the motion to table agenda items 5.C., 5.D., and 5.E. regarding the Village Fire Department until the next Regular Council Meeting, seconded by Council Member Gordy.**

**Voting Yea to Table the Items 5.C., 5.D., and 5.E.: Council Member Gordy, Council Member Crawford, Council Member Carey, Mayor Pro Tem Maddock, Council Member Schwarz**

**The motion carried 5-0.**

**4.D. Engineer's Report:** Engineer Vasquez said that in May drainage plans were received for new construction projects. He stated that the **Street Sign Project** and **Pothole Repair on Bromley** as well as the **Inlet Repair at Pine Chase Grove** were also completed.

Administrator Blevins said that she is waiting on the City of Houston to respond to the request to meet at the **Pine Chase Grove Easement** site to discuss options for screening the assets.

Engineer Him said that the mobility improvements have been dropped from the **Wirt Road Safety Project** and the City will move forward with the sidewalk project. Engineer Him said that Council Member Peck from the City of Houston had dedicated funds only to the mobility portion of the project, so that funding source has been lost.

## **5. DISCUSSION AND POSSIBLE ACTION**

**5.B. Discussion and Possible Authorization for the Engineering work and permitting fees for the sidewalk along the west side of Wirt Road from Westview to Hickory Shadows Park for a not to exceed amount of \$91,014**

**Motion made by Mayor Pro Tem Maddock, Seconded by Council Member Schwarz.**

Engineer Him said that we can work directly with the planning group instead of the general contractor path with the City of Houston to achieve an agreement.

Council Member Gordy said that Harris County has already committed to providing the traffic control, and asked if a traffic control design is required to be submitted. Engineer Him said that it shouldn't require a full traffic control plan. Council Member Gordy asked if a plan and profile is needed. Engineer Him said that he will ask the

City of Houston for the requirements. Engineer Him said that ADA requirements include an initial review, a permit, and post construction review.

Council Member Carey suggested that Mayor Buesinger meet with County Commissioner Ramsey to start the interlocal agreement discussion.

**Bill Bristow, 1233 Pine Chase Drive**, asked if there are any plans or drawings of what the project is going to look like once completed, including any special safety precautions for the pedestrians to protect them from the traffic.

Engineer Him said there are no guardrails planned and at this time no drawings that would indicate the finished appearance.

**Mayor Pro Tem Maddock amended his motion to table item 5.B., seconded by Council Member Schwarz.**

**Voting Yea to Table the Motion: Council Member Gordy, Council Member Crawford, Council Member Carey, Mayor Pro Tem Maddock, Council Member Schwarz**

**The motion carried 5-0.**

**5.F. Discussion and Possible Approval of the City of Hilshire Village Resolution # 2022-229 appointing Mayor Pro Tem to be Paul Maddock**

**Motion made by Council Member Gordy, Seconded by Council Member Schwarz.**

**Bill Bristow, 1233 Pine Chase Drive**, said that Paul Maddock is an excellent choice for Mayor Pro Tem and he supports him.

**Voting Yea: Council Member Gordy, Council Member Crawford, Council Member Carey, Mayor Pro Tem Maddock, Council Member Schwarz**

**The motion carried 5-0.**

**5.G. Discussion and Possible Approval of the City of Hilshire Village Resolution # 2022-228 appointing Bank Signatories to be the Mayor, Mayor Pro Tem Maddock and Council Member Gordy**

**Motion made by Council Member Schwarz, Seconded by Council Member Carey.**

Administrator Blevins said that she recommends these individuals based on good history.

**Voting Yea: Council Member Gordy, Council Member Crawford, Council Member Carey, Mayor Pro Tem Maddock, Council Member Schwarz**

**The motion carried 5-0.**

**5.H. Discussion and Possible Approval of the City of Hilshire Village Resolution # 2022-230 changing the Signatories on the Accounts at TexPool and to authorize the City Administrator to open an account for the General Fund**

Motion made by Council Member Gordy, Seconded by Council Member Schwarz.

Administrator Blevins said that we currently only have a METRO fund with TexPool and they offer better rates than our current bank.

**Voting Yea: Council Member Gordy, Council Member Crawford, Council Member Carey, Mayor Pro Tem Maddock, Council Member Schwarz**

**The motion carried 5-0.**

**5.I. Discussion and Possible Authorization for the Mayor to enter into contracts for the improvements to the City Hall Building for paint and carpet not to exceed \$25,000, contracts for upgrades to lighting, filing systems, computer relocates, etc. not to exceed \$20,000 and contracts for exterior building repairs not to exceed \$10,000 per the City's approved budget**

**Motion made by Council Member Gordy, Seconded by Mayor Pro Tem Maddock.**

Administrator Blevins said that this money is already set aside in the budget. She said that she would like to place orders based on the quotes received and this allows her to proceed. Council Member Gordy said that this is all overdue.

Council Member Schwarz asked for additional outlets at the dias.

**Voting Yea: Council Member Gordy, Council Member Crawford, Council Member Carey, Mayor Pro Tem Maddock, Council Member Schwarz**

**The motion carried 5-0.**

**5.J. Discussion and Possible Approval of the Renewal of the Business Operation Certificate for 8373 Westview**

**Motion made by Mayor Pro Tem Maddock, Seconded by Council Member Schwarz.**

Administrator Blevins said that the building had an interior fire and the owners subsequently renovated, added fire suppressant systems. Now that the construction is complete, they have been granted an occupancy certificate and need a business operation certificate.

**Voting Yea: Council Member Gordy, Council Member Crawford, Council Member Carey, Mayor Pro Tem Maddock, Council Member Schwarz**

The motion carried 5-0.

**6. REPORTS TO COUNCIL**

Returned 8:16 P.M.

**6.A. Mayor Buesinger's Report:** Mayor Buesinger said he is looking forward to working with city council and staff over the next few years.

**6.B. City Treasurer's Report:** Administrator Blevins said the CD account was renewed with 1% interest. She said this type of account will not be available in the future so we are conferring with Amegy bank on an investment strategy.

Administrator Blevins said that the CARES Act funds are still available.

**6.C. City Administrator's Report:** Administrator Blevins said that the Consent Agenda has three (3) additional invoices which were received since the packet was published.

Administrator Blevins said that the fee schedule for Inframark accounts receivable is causing issues. She said there is not enough time between the notice letters and delinquent fees for citizens to pay their bill. She stated that this item will be on the agenda next month.

Administrator Blevins said that the rental election equipment will no longer be available and the City will have to purchase the asset. She stated that she is still working on the logistics but knows the cost will increase after they have sold their current inventory.

**7. CONSENT AGENDA Motion to approve the Consent Agenda with additional invoices made by Mayor Pro Tem Maddock, Seconded by Council Member Gordy.**

7.A. Approve Disbursements

7.B. Approve Check Registers for April 2022

7.C. Approving the Proclamation for Police Week

**Voting Yea: Council Member Gordy, Council Member Crawford, Council Member Carey, Mayor Pro Tem Maddock, Council Member Schwarz**

The motion carried 5-0.

**8. CLOSED EXECUTIVE SESSION:** The Council convened into Executive Session as authorized by Texas Government Code **at 8:34 P.M.**

8.A. Deliberate the appointment, employment, duties, pay and benefits of public employees

**The Council reconvened the Regular Council Meeting at 9:18 P.M.**

**9. DISCUSSION AND POSSIBLE ACTION**

**9.A. Discussion and Possible Approval of a change in the City's medical benefits for Employees to provide 50% family coverage.**

**Motion made by Mayor Pro Tem Maddock, Seconded by Council Member Schwarz.**

**Voting Yea: Council Member Gordy, Council Member Crawford, Council Member Carey, Mayor Pro Tem Maddock, Council Member Schwarz**

**The motion carried 5-0.**

**9.B. Discussion and Possible Approval to make Ray an offer of employment for City Clerk**

**Motion made by Council Member Schwarz, Seconded by Mayor Pro Tem Maddock**

**Voting Yea: Council Member Gordy, Council Member Crawford, Council Member Carey, Mayor Pro Tem Maddock, Council Member Schwarz**

**The motion carried 5-0.**

**10. ADDITIONAL COUNCIL COMMENTS:**

Council Member Gordy explained Residents for Responders

**11. FUTURE AGENDA TOPICS:**

- Lighting
- Structures in front of the front building line
- Pay increase for Assistant City Secretary
- Sidewalk along Ridgeley Drive

**12. ANNOUNCEMENTS**

**13. ADJOURNMENT Motion made by Mayor Pro Tem Maddock, Seconded by Council Member Crawford.**

**Voting Yea: Council Member Gordy, Council Member Crawford, Council Member Carey, Mayor Pro Tem Maddock, Council Member Schwarz**

**The motion carried 5-0.**

The meeting was adjourned at 9:37 P.M.

\_\_\_\_\_  
Bob Buesinger, Mayor

ATTEST:

\_\_\_\_\_  
Susan Blevins, City Secretary

CITY OF HILSHIRE VILLAGE  
**Check Register**  
 For the Period From May 1, 2022 to May 31, 2022

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
8709	5/2/22	GFL Environmental	11114	6,799.59
8710	5/3/22	Gulf Coast Coalition of Ci	11114	37.10
8711	5/3/22	Villages Mutual Insurance	11114	1,755.00
8712	5/3/22	A T & T	11114	370.55
8713	5/16/22	Centerpoint-Energy	11114	26.87
8714	5/16/22	Sanchez Landscaping	11114	320.00
8715	5/16/22	Hudson Energy Services L	11114	577.48
8716	5/16/22	A T & T	11114	116.84
8717	5/17/22	Amegy Bank	11114	583.74
8718	5/17/22	Northwest Pest Patrol	11114	280.76
8719	5/17/22	OFFICE DEPOT	11114	182.82
8720	5/17/22	Election Systems & Softw	11114	151.60
8721	5/17/22	Election Systems & Softw	11114	65.71
8722	5/17/22	Houston Chronicle	11114	393.40
8723	5/17/22	Hour Messenger Service	11114	29.18
8724	5/17/22	Olson & Olson, Attys at L	11114	1,500.00
8725	5/17/22	BBG Consulting	11114	2,750.00
8726	5/17/22	Harris County Appraisal	11114	2,826.00
8727	5/17/22	Justin Lane	11114	200.00
ACH 05-01-22	5/3/22	Village Fire Department	11114	18,633.62
ACH 05-01-22 1	5/3/22	Sprg.Valley GenFund- Pol	11114	46,511.84
ACH 05-03-22	5/3/22	Deluxe Business Checks	11114	78.50
ACH 05-04-22	5/4/22	Texas Municipal Retireme	11114	1,701.92
ACH 05-13-22	5/13/22	Susan N. Blevins	11114	3,161.02
ACH 05-31-22	5/31/22	Susan N. Blevins	11114	3,161.02
ACH1 05-13-22	5/13/22	Cassandra L. Stephens	11114	1,838.87
ACH1 05-31-22	5/31/22	Cassandra L. Stephens	11114	1,906.77
ELECTRONIC 05-	5/20/22	State Comptroller	11114	1,140.69
ELECTRONIC 05-	5/27/22	Internal Revenue Service	11114	1,997.17
ELECTRONIC1 05	5/27/22	Internal Revenue Service	11114	1,960.20
Total				<u>101,058.26</u>

## CITY OF HILSHIRE VILLAGE - UTILITY FUND

## Check Register

For the Period From May 1, 2022 to May 31, 2022

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
4155	5/3/22	Inframark, LLC	11012	2,000.00
4156	5/3/22	Orchard Property III, LLC	11012	359.86
4157	5/3/22	Aspen Fine Homes	11012	488.00
4157V	5/3/22	Aspen Fine Homes	11012	-488.00
4158	5/3/22	A T & T	11012	350.22
4159	5/6/22	Hudson Energy Services L	11012	20.19
4160	5/16/22	Aspire Fine Homes	11012	488.00
4161	5/17/22	Inframark, LLC	11012	2,099.75
4162	5/17/22	Texas Excavation Safety S	11012	27.55
4163	5/17/22	USIC Locating Services	11012	1,933.47
Total				<u>7,279.04</u>