

Regular Council Meeting Agenda

Tuesday, May 16, 2023 at 6:30 PM 8301 Westview Drive, Houston, Texas 77055

The City Council of Hilshire Village, Texas will meet on Tuesday, May 16, 2023, at 6:30 PM in the City Hall Council Chambers at 8301 Westview, Houston, Texas 77055.

We will hold a short reception to thank Mayor Pro Tem Paul Maddock and Council Member David Schwarz for their services and to congratulate Council Members Andy Carey, Mark Huber, and Kristi Cooper on their election victories. The actual meeting is anticipated to start at 6:45 P.M.

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

https://us06web.zoom.us/j/87966437906?pwd=Nktta2g2Mkw4V1FrTVVOQm9xZmVJQT09

Meeting ID: 879 6643 7906 Passcode: 0523

One Tap Mobile +1346-248-7799, 87966437906#, *0523#

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

If you would like to provide comments prior to the meeting please send them to: **Cassie.Stephens@HilshireVillageTexas.com**.

1. CALL TO ORDER

- **1.A.** Invocation (Council Member Schwarz)
- **1.B.** Pledge of Allegiance
- 1.C. Roll Call

2. CITIZEN'S COMMENTS

This is an opportunity for citizens to speak to Council about agenda and non-agenda items. Comments are limited to 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 must address the council at the microphone and give their name and address before 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 distributed by the speaker must be presented to the City Secretary prior to the beginning of the meeting.

3. DISCUSSION AND POSSIBLE ACTION

- **3.A.** Approve Minutes from the Regular Council Meeting April 14, 2023
- **3.B.** Discussion and Possible Approval of Ordinance Number 829-2023 of the City of Hilshire Village, Texas canvassing the returns and declaring the results of the General Election held on May 6, 2023 for the purpose of electing three (3) Council Members for a full term of two (2) years
- **3.C.** Recognition of Service to Mayor Pro Tem Paul Maddock and Council Member David Schwarz
- 3.D. Recognition of Service to Election Judge David Hay and all of the Election Workers
- **<u>3.E.</u>** Administer Oaths of Office for Two (2) Council Members.
- **3.F.** New Council takes their position on the dais

4. <u>REPORTS TO COUNCIL</u>

- 4.A. Police Report
- **4.B.** Building Official Report
- 4.C. Engineer Report 8001 Bromley Street 1311 Friarcreek Drive 1306 Glourie Drive

1123 Guinea Drive 1242 Ridgeley Drive City Right of Way Map – GIS Hilshire Green Paving, Drainage & Utility Improvements Pine Chase Grove Water Meter area Wirt Road Safety Project/Interlocal Agreements

4.D. Fire Commissioner's Report (Mayor Buesinger)

5. DISCUSSION AND POSSIBLE ACTION

- **5.A.** Discussion and Possible Approval of the City of Hilshire Village Resolution #2023-246 appointing a Mayor Pro Tem.
- **5.B.** Discussion and Possible Approval of the City of Hilshire Village Resolution #2023-247 appointing Bank Signatories as the Mayor, Mayor Pro Tem, and Council Member Gordy.
- 5.C. Discussion and Possible Action Authorizing the Mayor to execute a contract between the City of Hilshire Village and Spring Branch Independent School District to assess and collect ad valorem taxes for a period of two (2) years, beginning on 1st day of September 2023 and ending on the 31st day of August 2025
- 5.D. Discussion and Possible Approval of Village Fire Department 2023 Budget Amendment 2023-03 for the Annex Roof
- 5.E. Discussion and Possible Action Authorizing the Mayor to Execute an Agreement with Susan Blevins for Consulting Services
- **5.F.** Discussion and Possible Authorization for Engineering Services for the Hilshire Green Paving, Drainage & Utility Improvements Project
- **5.G.** Discussion and Possible Approval to Negotiate Pricing With a Utility Service Operator

6. CONSENT AGENDA

- **6.A.** Disbursements
- 6.B. Check Registers

7. DISCUSSION AND POSSIBLE ACTION

7.A. Discussion of Draft Ordinance Regarding Public Tree Care and a 5-Year Plan

8. REPORTS TO COUNCIL

8.A. Mayor Buesinger's Report

- 8.B. City Secretary's Report: (City Secretary Stephens) Complaint Log Consent Agenda
- 8.C. City Treasurer's Report (City Secretary Stephens) City of Houston Increase in Water and Wastewater Rates, Affect on City Budget HCAD 2023 Certified Estimates

9. ADDITIONAL COUNCIL COMMENTS

10. FUTURE AGENDA TOPICS

11. ANNOUNCEMENTS

12. 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, Cassie Stephens, 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 May 12, 2023 at <u>3:00 p.m</u>.

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.



Regular Council Meeting Minutes

Tuesday, April 18, 2023 at 6:30 PM 8301 Westview Drive, Houston, Texas 77055

- **<u>1.</u>** CALL TO ORDER Mayor Buesinger called to order the Regular Council Meeting at 6:30 P.M.
 - 1.A. Council Member Crawford gave the invocation.
 - 1.B. Pledge of Allegiance

1.C. PRESENT

Mayor Bob Buesinger Council Member Mike Gordy Council Member Justin Crawford Council Member Andy Carey Mayor Pro Tem Paul Maddock Council Member David Schwarz

Also Present Were: City Attorney Bounds, Olson & Olson, City Engineers Him and Vasquez, HDR Engineering, Spring Valley Police Chief Schulze and Captain Lane, City Secretary Stephens, and City Clerk Ray.

2. CITIZEN'S COMMENTS

Nancy Polis, Glourie Drive, said that in the latest fire commissioner's report there were two issues that implied that the former fire chief was negligent or worse.

She stated that she spoke with previous commissioner(s) who informed her that the commission had planned to use the power lift from the retired ambulance when the first new ambulance arrived, and when the second new ambulance arrived, they would order a new power lift for it.

Mrs. Polis also said that there was a delay in purchasing the Bunker Gear because Hedwig Village postponed the decision to their next meeting. She stated that the delay resulted in the receipt of the gear in January of 2023, after the 2022 budget year had expired. She said the commission then needed to make a decision on whether they would transfer the allocated funds from the 2022 Budget to the 2023 Budget, but they were unable to reach a consensus and no action was taken.

3. REPORTS TO COUNCIL

3.A. Police Report

Captain Lane said that last month there were 825 calls for service, 669 business checks, 86 public relations, and 15 traffic stops resulting in 13 citations. He stated that there was one (1) package theft and one (1) credit card abuse. Captain Lane recommended that residents communicate with their delivery service to request

hiding packages and advised to call dispatch if they think a package has been stolen. He said patrol officers will attempt to hide delivered packages that are in plain sight and maintain a log for reference. He also asked that residents lock their car doors, as there have been incidents of car theft and stolen weapons in the surrounding areas. Captain Lane said that the Flock license plate reader cameras are assisting in investigations in and around Hilshire Village.

Mayor Pro Tem Maddock said that the stop sign at the Ridgeley and Glourie intersection is often ignored. He also asked about the loud vehicles he and his neighbors hear at night. Captain Lane said that they had a patrol vehicle parked with the running lights on at the I-10 feeder and Wirt Road as a deterrent, and that some of the noise is from I-610.

3.B. Building Official Report

Secretary Stephens said that there are no outstanding items to report. The council pointed out that the report was missing from the packet, Secretary Stephens apologized and emailed it to the council.

3.C. Engineer Report

Engineer Vasquez said that the **Pine Chase Grove Water Vault area** was revisited with residents Mr. Ireton and Mr. Griffiths onsite to discuss the reoccurring issues. He said that he suggests a proposal for a survey to be presented at next month's meeting. Topographical information is needed to determine the level of grading and drainage improvements along with erosion control measures that can be taken in that area.

Council Member Carey asked if the standing equipment had been moved, and Engineer Vasquez confirmed that the meter control panels had been moved. Mr. Griffiths confirmed that some progress had been made with the relocation of the meter panels, but also said that erosion is exposing the vaults more than before.

Engineer Him stated that all background and utilities information had been prepared for the **Wirt Road Safety Project**. He said that he is holding a community meeting with citizens on May 4th at 6:00 P.M. to discuss the preliminary design plan for the Wirt Road Sidewalk for the directly impacted stakeholders. Engineer Him said that he received an email from the City of Houston Engineer requesting additional information including an exhibit of the location of the proposed sidewalk improvements along with the monetary contribution for the project from Harris County. Attorney Bounds stated that he has been in contact with the assistant attorney at Houston who has no problem with the Interlocal Agreement.

3.D. Fire Commissioner's Report

Mayor Buesinger said that there is still a Captain out on leave for a knee injury. He said the department is expecting two (2) new **ambulances**, and one (1) will be ready in the next few weeks. Mayor Buesinger said that the department continues to conduct hydrant testing in all the Villages.

Mayor Buesinger stated that the annual **audit** is still in progress with Belt Harris Pechacek. He also said that the department is researching bookkeeping and accounting firms for their day-to-day accounting.

Mayor Buesinger said that Chief Miller is looking into utilizing the police **dispatchers** in the Memorial Villages as backup for the dispatcher at the fire department. He expressed that these conversations are necessary and that efficiency is needed to reduce the burden on the taxpayer but the solution cannot only be hiring more people.

Mayor Buesinger said that the department is looking for a consultant for a **Salary and Compensation Survey**, which hasn't been done in three (3) years. He also stated that they are preparing for the **ISO Audit** pre-survey.

Mayor Buesinger stated that the department is coordinating monthly **CPR classes** for the community and will be advertising to the cities soon.

Mayor Buesinger said that at last month's meeting he discussed a shortage in the budget for the **Bunker Gear** received at the beginning of 2023. He said that the commission was surprised because the cities had previously approved an amendment specifically for the gear, and the department was now asking for an additional \$150,000 to pay for the equipment.

Mayor Buesinger said that per the Interlocal Agreement, any budget transfer of more than \$10,000 needs commission and participating cities' approval. He stated that the procedure was not followed.

Mayor Buesinger said that last month the City approved a budget transfer for radios and lifesaving equipment that was not purchased in last year's budget as anticipated. He stated that there will be more requests for **additional funding**, including approximately \$300,000 for personnel expenses. Also, he said that the increase in salaries and benefits was not budgeted as well as worker's comp insurance. Mayor Buesinger said that an additional \$600,000 is needed, not including \$150,000 for bunker gear.

Mayor Buesinger said that an overlay coat on the **annex roof** is not an acceptable solution according to the consultant. He stated that a new metal seam roof layered on top of the existing roof with an air gap will cost \$200,000. The commission approved the amount and will present to their respective councils next month. Mayor Buesinger said that the **main building roof** will be replaced and is still under construction warranty.

Council Member Schwarz said that **David Foster** has been hired at a fire department in California. He stated that the council was not able to speak freely regarding the subject due to legal and open records reasons. He said the Council's task is to make decisions that are best for the citizens and protect the taxpayer dollars. Council Member Schwarz said that many questions have been asked and now is the time to address those concerns. He said that the Council asked budgetary questions and requested specific documents which were refused by then fire chief David Foster. Council Member Schwarz said that he believes it is time for a formal statement from the City regarding the mismanagement of the department's finances and the likelihood of a forensic auditor to get involved. Council Member Gordy said that he agreed, and that leaders have to make decisions based on the information available. He said that Robert Byrne was the City's fire commissioner for six (6) years and failed to raise these financial issues during the development of the City's budget. Council Member Gordy expressed that he felt blindsided by the lack of information provided, whether intentional or not. He stated that Hilshire Village's revenue comes from homeowners, unlike other Villages who are able to collect more sales tax. Council Member Gordy said in the last decade the City budget has been built to a healthy level. He said that the City maintains a tight budget and forward planning is critical.

Mayor Buesinger said that there was robust discussion at the last fire commission meeting regarding a special audit for over expenditures of \$10,000 or more without the commission or cities' approval. Mayor Buesinger said that this needs to be investigated.

4. DISCUSSION AND POSSIBLE ACTION

4.A. Discussion and Possible Approval of Image Wrap for Lift Station Generator and Its Effect on the Warranty

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

Secretary Stephens said that the previous approval for an image wrap included the contingency that it doesn't affect the warranty. She stated that she was not able to get that assurance from the wrap installer and was bringing it back to the council for discussion on how the wrap could affect the generator's warranty, and whether they want to proceed.

Council Member Gordy said that he felt as long as the airflow is not impacted, and the wrap is installed carefully, then there shouldn't be a problem. Council Member Schwarz said that he has a wrap on his generator and has not had any issues. Council Member Gordy asked for a post-installation inspection by Generators of Houston to check the wrap and recommended moving forward with the installation.

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

The motion carried 5-0.

4.B. Discussion and Possible Approval to Survey the Pine Chase Grove Cul-desac to Determine Easement Area and Erosion

Motion made by Council Member Crawford, Seconded by Council Member Carey.

Engineer Vasquez said that a topographic survey is to better understand the existing conditions of the easement, and a boundary survey will show the limit of the City of Houston equipment. He said that requests have been made to the City of Houston regarding other improvements, but no response has been received, so he is proposing to move forward with items under the City's control. Council Member Gordy asked if there is a plat for the property. Engineer Him said that he has plat information that shows a right-of-way connected to Westview Drive,

and added that the City of Houston has not been able to find record of an easement either. He stated that there is a possibility that an easement was never dedicated. Engineer Him said that he believes the oldest piece of equipment was installed in the 1980s. Secretary Stephens said she spoke with someone who lived in Hilshire Village back then and was told it was always a cul-de-sac. Engineer Him said that the equipment is in a dedicated right-of-way and may not have required an easement. He estimated the cost for the topographic and boundary survey to be approximately \$3,500.

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. Discussion and Possible Approval of Resolution #2023-245 Denying the CenterPoint Energy Request to Increase Distribution Rates

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

Secretary Stephens said that she received recommendation for this resolution from Lloyd Gosselink and the Gulf Coast Coalition of Cities. She said that as a group, cities are working together to limit the increase in rates charged to the City by CenterPoint.

Attorney Bounds stated that the City of Houston is also fighting this and there is a potential for another resolution the future.

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

The motion carried 5-0.

4.D. Discussion and Possible Approval to Negotiate Pricing with a Utility Service Operator

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

Mayor Buesinger said that at the beginning of the year the City was informed by Inframark that our utility operational costs were going to increase by a substantial amount. He said that the City has not had a comparative bid for utility operators in a long time, and therefore sought pricing from two (2) recommended companies. Mayor Buesinger said that both companies are capable of providing services to Hilshire Village. He said that Precision Utilities is a smaller company whereas Municipal Operations has their own heavy equipment and the man power to respond in an emergency. He said that he would like to proceed with obtaining pricing from Municipal Operations and Consulting for further discussion. Attorney Bounds said that in his opinion this would be a professional service and would not be subject to bidding requirements.

Council Member Gordy stated that Inframark is a big company and the service has

been good but the increase in pricing is causing the City to look at other providers. He said either of the two (2) interviewed companies are qualified, but if multiple customers are impacted during an emergency, it's better to have more resources. Council Member Gordy said that the City has a simple system, without treatment plants or water wells.

Voting Yea to request utility service pricing from Municipal Operations & Consulting: Council Member Gordy, Council Member Crawford, Council Member Carey, Mayor Pro Tem Maddock, Council Member Schwarz

The motion carried 5-0.

5. DISCUSSION AND POSSIBLE ACTION

5.A. Discuss Requirements for Tree City USA Designation

City Clerk Ray said that the Arbor Day Foundation established the program in the 1970s. Metro and non-metro municipalities including Houston, West University, and Hedwig Village are certified tree cities. She said this program gives the City a framework to be proactive about community trees and remove hazards before they become an issue.

Clerk Ray said that there are four (4) minimum standards. She said the City has already established an Arbor Day and spends at least \$2 per capita on public tree maintenance. She said that the City would need to create and maintain a Tree Board and enact a community tree care ordinance. Secretary Stephens said that the community tree ordinance would not affect the existing ordinance for trees on personal property.

Clerk Ray said that the intention is to make the City's rights-of-way and public areas better kept and to provide citizens with forestry knowledge and free trees.

Council Member Schwarz left the meeting.

6. REPORTS TO COUNCIL

6.A. Mayor Buesinger's Report

Mayor Buesinger reminded the audience of the Hilshire Village Civic Club Spring Event in the Pine Chase cul-de-sac.

He also said that early voting starts next week with election day on Saturday May 6th and encouraged everyone to come out and vote.

6.B. City Secretary's Report:

Secretary Stephens said that the complaint log was longer than usual, but there were multiple calls regarding sewer problems in Hickory Shadows which was resolved.

Secretary Stephens said she would follow up with the City of Houston to confirm that the lid at the water vault at Hickory Shadows would be replaced, meanwhile, Inframark technicians were checking on the plywood covering the hole they installed. Secretary Stephens said that a resident requested a traffic control light on Wirt Road at the entrance to Hickory Shadows. She explained that it would be difficult to get a light installed at that intersection, but that it may be feasible to request a "do not block intersection" sign for the median. Secretary Stephens asked Captain Lane to keep an on eye on traffic in that area.

6.C. City Treasurer's Report

Secretary Stephens said that she heard from other Memorial Villages that they were not confident in the security of TexPool and had moved their money to private banks with higher interest. She asked the Council if they are concerned and if the City should be taking similar measures.

Council Member Crawford said that TexPool is not FDIC insured but is AAA rated by S&P Global. He said that FDIC insurance is capped at \$250,000 per entity. Funds held in TexPool are short term government securities and the Council agreed to do more research on who is reinsuring those investments. Council Member Carey said as long as TexPool isn't lending there shouldn't be an issue.

Susan Blevins, City Consultant, said that she prepared the budget to-date with current financials. She said that the anticipation note is due in March but the City had not collected enough property taxes at that point and had to borrow from the general fund. She said the utility fund balance is \$623,346 of which \$166,000 belongs to the American Rescue Plan project.

Mrs. Blevins said that GFL did not bill for February or March garbage until April, offsetting that line item. She also stated that building permit revenue currently exceeds expenses. She reviewed the year-to-date budget numbers including adjusting journal entries resulting from the 2022 Audit.

Council Member Carey asked what steps are needed to make sure the next capital improvement projects are financed. He stated that a comprehensive plan needs to be submitted before the fiscal year-end. Mrs. Blevins said that a contract is required to obtain another commercial loan.

Consultant Blevins suggested that the \$5,000 budgeted for Hazard Mitigation Projects be used for the Pine Chase Grove drainage issues.

Council Member Gordy asked about the aging of the desktop computers, and server equipment. Consultant Blevins said that there are no remaining funds from the grant the city received, but she would look into the warranties and report back.

Council Member Gordy said that having Consultant Blevins check financial records monthly would help with the transition for Secretary Stephens.

7. CONSENT AGENDA

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

- 7.A. Disbursements
- 7.B. Minutes from the 3/21/2023 Regular Council Meeting
- 7.C. Check Registers

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

The motion carried 4-0.

8. ADDITIONAL COUNCIL COMMENTS

9. FUTURE AGENDA TOPICS

10. ANNOUNCEMENTS

Secretary Stephens said that the City celebrated its 68th anniversary of incorporation this month.

Kristi Cooper, Ridgeley Drive, asked if the City executes contracts for consultants including a scope of service, hourly rate, and a confidentiality agreement, and would such a contract apply to Mrs. Blevins. City Attorney Bounds confirmed that contracts are created depending on the service provided.

11. 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

The motion carried 4-0.

The meeting was adjourned at 8:25 P.M.

ATTEST:

Robert F. Buesinger, Mayor

Cassie Stephens, City Secretary

12

ORDINANCE NO. <u>829-2023</u>

AN ORDINANCE OF THE CITY OF HILSHIRE VILLAGE, TEXAS CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MAY 6, 2023, FOR THE PURPOSE OF ELECTING THREE (3) COUNCIL MEMBERS FOR A FULL TERM OF TWO (2) YEARS

* * * * *

WHEREAS, a general election was held in the City of Hilshire Village, Texas on May 6, 2023, for the purpose of electing three (3) Council Members for a full term of two (2) years; and

WHEREAS, the election was duly and legally held in conformity with the election laws of the State of Texas, and the results of the election have been verified and returned by the proper judges and clerks; and

WHEREAS, a total of <u>257</u> voters cast their vote in the election; now, therefore,

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

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

Section 2. The official canvass of the returns of the general election held on May 6, 2023, reflects that the following named persons received the number of votes set opposite their names in the respective positions to be filled:

POSITION	CANDIDATE	NUMBER OF VOTES
Council Member	Andy Carey	129
Position 3	Ron Presswood	125
Council Member	Mark Denniston Huber	176
Position 4	Bill Bristow	61
Council Member	David Schwarz	127
Position 5	Kristi Cooper	130

<u>Section 3.</u> The official canvass of the returns of the General Election held on May 6, 2023, reflects that the following three (3) persons with the highest vote count for each position were duly elected to the City Council:

POSITION	CANDIDATE	NUMBER OF VOTES
Council Member Position 3	Andy Carey	129
Council Member Position 4	Mark Denniston Huber	176
Council Member Position 5	Kristi Cooper	130

PASSED, APPROVED, AND ADOPTED THIS 16TH DAY OF MAY, 2023.

ATTEST:

Robert F. Buesinger, Mayor

Cassie Stephens, City Secretary



IN THE NAME AND BY THE AUTHORITY OF

CITY OF HILSHIRE VILLAGE OATH OF OFFICE

I, Mark Denniston Huber, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of

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

Affiant – Mark Denniston Huber

SWORN TO AND SUBSCRIBED BEFORE ME BY AFFIANT ON THIS 16^{TH} DAY OF MAY, 2023.

Signature of Person Administering Oath

Robert F. Buesinger, Mayor



IN THE NAME AND BY THE AUTHORITY OF

CITY OF HILSHIRE VILLAGE OATH OF OFFICE

I, Andy Carey, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of

****************CITY COUNCIL MEMBER POSITION THREE******************

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

Affiant – Andy Carey

SWORN TO AND SUBSCRIBED BEFORE ME BY AFFIANT ON THIS 16^{TH} DAY OF MAY, 2023.

Signature of Person Administering Oath

Robert F. Buesinger, Mayor

SPRING VALLEY POLICE DEPARTMENT Calls - By Type

04\01\2023 thru 04\30\2023 Zone is: HILSHIRE VILLAGE

Туре	Description	# Of Calls	
22	ALARM	10	
23	AMBULANCE CALL	2	
24	ANIMAL CALL	2	
135	BUSINESS CHECK	637	
53	DEBRIS IN ROADWAY	1	
60	FIRE CALL	1	
68	HOUSE CHECK	10	
70	INFORMATION	1	
71	INVESTIGATION	1	
81	OPEN DOOR	4	
162	PARKING VIOLATION	2	
86	PUBLIC RELATIONS	58	
103	SUSPICIOUS ACTIVITY	1	
104	SUSPICIOUS PERSON	1	
11	TRAFFIC STOP	13	
	Total	744	

Plan Review & Permit Log

	Date	Permit Number	Address	Issued To	Amount Received		Received		Description / Scope
1	Mon 4/3/23	HV-22-080E	1131 Wirt Rd	A&T Electric LLC	\$	205.00	Electric-Swimming Pool		
2	Wed 4/5/23	HV-23-010	1339 Friarcreek	John Cope	\$	190.00	Driveway Ribbons		
	Wed 4/19/23	HV-23-022	1242 Ridgeley Dr	McCollum Custom Hor	\$	2,934.69	Structural - Plan Review		
3	Tue 4/25/23	HV-23-026	1240 Archley	Village Plumbing	\$	180.00	Water Heater Replacement		
4	Tue 4/25/23	HV-23-027	1324 Pine Chase Dr	Cool Facilities Service	\$	160.00	HVAC replacement		
5	Wed 4/26/23	HV-21-111PP	8001 Bromley	RF Raymond Landsca	\$	240.00	Parking Pad		
	Thu 4/27/23	HV-23-022SP	1242 Ridgeley Dr	Platinum Pools	\$	140.00	Swimming Pool- Plan Review		
6	Fri 4/28/23	HV-23-028	1107 Guinea	Loli Tilotta	\$	-	Tree Removal		

Permits:	
Driveway Ribbon	1
Electric	1
HVAC	1
Parking Pad	1
Plumbing	1
Tree Removal	1
Total	6

Inspection Log

Log #	Address	Permit #	Inspection Type	Result	Date	Inspector
23-016	1210 Ridgeley Dr	HV-22-048E	Electrical rough-in	PASS	4/5/23	BBG
23-104	1131 Wirt	HV-22-080E	Electric underground	PASS	4/5/23	BBG
23-105	1131 Wirt	HV-22-080E	Electric underground	PASS	4/5/23	BBG
23-017	8001 Bromley	HV-22-111P	Final Plumbing	PASS	4/5/23	BBG
23-018	8001 Bromley	HV-21-111E	Final electrical	PASS	4/6/23	BBG
23-018	1126 Guinea	Hv-22-093E	Electrical rough-in	PASS	4/10/23	BBG
23-106	1126 Guinea	HV-21-061M	electrical Rough-in	PASS	4/10/23	BBG
23-107	8002 Bromley	HV-22-102R	HVAC Final	CANCELLED	4/11/23	BBG
23-108	8002 Bromley	HV-22-102R	Plumbing Final	CANCELLED	4/11/23	BBG
23-109	8002 Bromley	HV-22-102R	Remodel Final	CANCELLED	4/11/23	BBG
23-111	1339 Friarcreek	HV-23-010	1339 Friarcreek	PASS	4/11/23	HDR
23-110	1126 Guinea	HV-23-098	Frame	FAIL	4/19/23	BBG
23-113	1210 Ridgeley	HV-22-048	Frame	PASS	4/20/23	BBG
23-114	8002 Bromley	HV-22-102M	HVAC Final	PASS	4/21/23	BBG
23-115	1126 Guinea	HV-22-093	Frame	PASS	4/26/23	BBG

Inspections:	
Pass	11
Fail	1
Consult	0
Cancelled	3
Total	15

May 12, 2023

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

Re: Engineer's Report for May 16, 2023 Council Meeting HDR Job No. 10361759

Dear Mayor and Council Members:

HDR Engineering, Inc. (HDR) is pleased to submit this report on engineering related issues from April 14, 2023 to May 12, 2023.

- 1. On-Going Services (10361759):
 - a. 8001 Bromley Street
 - On May 2, 2023, HDR provided a parking pad inspection for 8001 Bromley Street. The inspection passed with exceptions noted.
 - b. 1311 Friarcreek Lane -
 - On May 11, 2023, HDR reviewed and returned comments for a right of way permit at 1311 Friarcreek Lane for the installation of gas service to the address. The right of way permit was approved with exceptions noted.
 - c. 1306 Glourie Drive -
 - On May 8, 2023, HDR reviewed and returned comments for the Drainage Plan for 1306 Glourie Drive. The drainage plan shall be revised and resubmitted to address all comments.
 - d. 1123 Guinea Drive -
 - On April 21, 2023, HDR received a As-Built Drainage Plan resubmittal for 1123 Guinea Drive. The drainage plan is currently being reviewed for comments.

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

- e. 1242 Ridgeley Drive -
 - On May 8, 2023, HDR reviewed and returned comments for the Drainage Plan for 1242 Guinea Drive. The drainage plan shall be revised and resubmitted to address all comments.
- f. Hilshire Green Paving, Drainage & Utility Improvements -
 - HDR has prepared the engineering services proposal, including Survey, Geotechnical and Urban Forester services for the proposed Hilshire Green Paving, Drainage & Utility Improvements Project.
 - HDR will present and discuss this Engineering Services Proposal during the May 16, 2023 Regular City Council Meeting.
- g. Pine Chase Grove Water Meters -
 - HDR has been coordinating with Landtech, Inc. for a proposal request for surveying services which include topographic, boundary and abstracting. Once received, the proposal will be forwarded to the City for approval.
- h. Wirt Road Safety Project/ Interlocal Agreements -
 - On May 4, 2023, HDR attended the Public Meeting with residents/stakeholders, and presented preliminary plans of the proposed sidewalk improvements on the west side of Wirt Road in order to obtain feedback from the community before draft plans are submitted to the City of Houston for review and comments.
 - \geq During this meeting, HDR discussed the potential conflicts between the proposed sidewalk and the existing trees, shrubs, water meters, water valves, MCI boxes, power poles, etc. In the meeting and on follow up communications with the City, several residents provided their consent to remove some of the trees/shrubs in potential conflict with the proposed sidewalk. HDR will need to discuss and confirm with Hilshire Village City Council how private betterments encroaching into the City of Houston right-of-way shall be handled in this project. In past City of Hilshire Village projects where work performed was within the City of Hilshire Village rights-of-way, private betterments such as sprinkler systems, mail boxes, ornamental driveways, etc., were either removed in advance by the property owners or removed by the City contractor; however, the City would not pay to re-install or repair any damages to private betterments within the City's right-of-way. Since the sidewalk project will be located within City of Houston right-of-way, HDR would like to confirm with Hilshire Village City Council how to handle private betterments on this project.

- HDR also noted that unlike the rest of the Wirt Road west right-of-way, which is offset approximately 10-ft from the back of curb, the right-of-way in front on School of the Woods is located just behind the back of curb, therefore, easement/right-of-way acquisition may be required in order to extend the sidewalk across School of the Woods. The Harris County Appraisal District Maps depict a continuous and straight right-of-way between Westview and IH-10; however, after the topographic survey was processed this right-of-way issue was identified. Since the proposed sidewalk will be installed in City of Houston right-of-way, HDR is coordinating with the City of Houston to determine what additional steps will be required to address this situation.
- Former Mayor Russell Herron is actively involved with School of the Woods and has kindly offered to provide assistance in coordinating the right-of-way issue with the City of Hilshire Village and the City of Houston. Once the City of Houston provides feedback on this issue, HDR will coordinate with Hilshire Village City Council and School of the Woods accordingly.

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.

ALUUL

Javier Vasquez, P.E., CFM Civil Engineer

cc: Files (10361759)



April 2023 Summary - All Cities

Call/Incident Type/Detail		Feb 2023	Mar 2023	Apr 2023	Total YTD	Month	# of Incidents	Avg Resp Time		
TOTAL	233	174	172	174	753	Jan 2023	233	4:13		
Adominal Pain	2	0	3	1	6	Feb 2023	174	4:09		
Allergic Reaction	1	0	1	1	3	Mar 2023	172	4:35		
Animal Bite	1	0	1	0	2	*Apr 2023	129	4:44		
Apartment Fire	2	0	1	0	3					
Automatic Aid	2	0	1	1	4			# of Incide	nts	
Automatic Aid- Apartment Fire	15	9	7	8	39			ii or incluci	1105	
Automatic Aid- Building Fire	4	3	2	4	13	250	~			
Automatic Aid- Elevator Rescue	1	0	2	1	4					
Automatic Aid- Entrapment MVC	0	2	2	1	5	200				
Automatic Aid- Gas Leak	3	7	4	4	18					
Automatic Aid- High Rise Fire	3	1	0	0	4	150				
Automatic Aid- House Fire	6	3	2	1	12					
Back Pain	0	1	2	0	3	100				
Business Fire	0	1	0	1	2					
Carbon Monoxide Detector No Symptoms	2	3	5	1	11	50				
Cardiac/Respiratory Arrest	1	1	2	0	4					
Check a Noxious Odor	1	0	2	0	3	0				
Check for Fire	0	1	1	0	2		Jan 2023	Feb 2023	Mar 2023	*Apr 2023
Check for the Smell of Natural Gas	10	1	0	6	17					
Check for the Smell of Smoke	2	1	1	2	6			Avg Resp Ti	ime	
Chest Pain	8	13	2	2	25	4:48		0 1		
Child Locked in a Vehicle Engine and AC running	0	1	1	0	2					_
Diabetic Emergency	0	0	0	1	1	4:40				
Difficulty Breathing	12	2	8	5	27	4:33				
Electrical Fire	1	0	0	0	1	4:26				
Elevator Rescue	3	0	1	1	5				-	
Fall Victim	8	6	13	7	34	4:19				
Fire Alarm Business	4	7	1	5	17	4:12				
Fire Alarm Church or School	5	2	4	4	15	4:04				
Fire Alarm Residence	46	17	19	36	118	3:57				
Gas Leak	2	4	3	1	10					
Headache - Stroke symptoms not present	0	0	2	0	2	3:50	lan 2022	Eab 2022	Mar 2022	* 4 mm 2022
Heart Problems	5	4	5	5	19		Jan 2023	Feb 2023	Mar 2023	*Apr 2023

Hemorrhage/Laceration	4	1	2	2	9
House Fire	2	1	1	1	5
Injured Party	2	2	2	1	7
Medical Alarm	3	3	1	7	14
Motor Vehicle Collision	17	21	13	19	70
Motor Vehicle Collision with Entrapment	0	1	2	0	3
Object Down in Roadway	0	0	1	2	3
Overdose/Poisoning	1	3	2	2	8
Possible D.O.S.	1	2	1	2	6
Powerlines Down Arcing/Burning	2	0	0	4	6
Pregnancy/ Childbirth	1	0	0	2	3
Psychiatric Emergency	3	4	5	1	13
Seizures	4	6	4	3	17
Service Call Non-emergency	12	16	12	3	43
Sick Call	12	14	14	8	48
Stroke	1	2	1	1	5
Transformer Fire	1	0	2	3	6
Trash Fire	1	0	1	0	2
Traumatic Injury	0	0	2	1	3
Unconscious Party/Syncope	8	6	3	9	26
Unknown Medical Emergency	6	2	4	1	13
Vehicle Fire	2	0	1	3	6

* Note: Excludes cancelled calls.



April 2023 Summary - Bunker Hill

				Apr 2023	Total YTD	Month		Avg Resp Time		
TOTAL	36	21	19	27	103	Jan 2023	36	6:04		
Business Fire	0	1	0	0	1	Feb 2023	21	5:46		
Carbon Monoxide Detector No Symptoms	0	1	3	0	4	Mar 2023	19	4:51		
Cardiac/Respiratory Arrest	1	0	0	0	1	*Apr 2023	21	6:03		
Check for the Smell of Natural Gas	3	0	0	2	5					
Check for the Smell of Smoke	1	0	0	0	1			# of Incid	onto	
Difficulty Breathing	4	0	4	0	8				ents	
Fall Victim	0	1	0	2	3	40				
Fire Alarm Business	0	1	0	0	1	35				
Fire Alarm Church or School	1	0	0	1	2	20				
Fire Alarm Residence	9	3	4	6	22	30				
Gas Leak	0	0	1	1	2	25				
Headache - Stroke symptoms not present	0	0	1	0	1	20				
leart Problems	0	1	0	1	2	15				
Hemorrhage/Laceration	0	0	0	1	1					
House Fire	1	0	0	0	1	10				
njured Party	1	0	0	0	1	5				
Vedical Alarm	0	1	0	3	4	0				
Notor Vehicle Collision	1	0	1	2	4	L	lan 2023	Feb 2023	Mar 2023	*Apr 2023
Dbject Down in Roadway	0	0	0	1	1					
Overdose/Poisoning	1	0	0	0	1				Time e	
Possible D.O.S.	1	0	0	0	1			Avg Resp	lime	
Powerlines Down Arcing/Burning	0	0	0	1	1	7:12				
Psychiatric Emergency	1	0	0	1	2					
Seizures	1	1	1	1	4	6:00				
Service Call Non-emergency	6	7	2	1	16	4:48			\checkmark	
Sick Call	1	4	1	1	7	4.40				
Stroke	1	0	0	1	2	3:36				
Fransformer Fire	0	0	0	1	1					
Jnconscious Party/Syncope	1	0	0	0	1	2:24				
Jnknown Medical Emergency	1	0	1	0	2	1:12				
* Note: Excludes cancelled calls.						0:00	Jan 2023	Feb 2023	Mar 2023	*Apr 2023



April 2023 Summary - Hedwig

Call/Incident Type/Detail	Jan 2023	Feb 2023	Mar 2023		Total YTD	Month	# of Incidents	Avg Resp Time		
TOTAL	41	38	36	34	149	Jan 2023	41	3:01		
Adominal Pain	0	0	2	1	3	Feb 2023	38	3:16		
Allergic Reaction	0	0	1	1	2	Mar 2023	36	3:15		
Apartment Fire	1	0	1	0	2	*Apr 2023	32	2:58		
Business Fire	0	0	0	1	1					
Check a Noxious Odor	1	0	0	0	1			# of looido		
Check for the Smell of Natural Gas	0	0	0	1	1			# of Incide	nts	
Check for the Smell of Smoke	0	0	1	1		45				
Chest Pain	3	5	1	0	9	40				
Difficulty Breathing	1	2	1	2	6	35				
Electrical Fire	1	0	0	0	1					
Fall Victim	3	3	3	1	10					
Fire Alarm Business	1	3	1	2	7					
Fire Alarm Church or School	0	0	3	2	5	20				
Fire Alarm Residence	7	2	1	5	15	15				
Gas Leak	1	1	1	0	3	10				
Heart Problems	1	2	0	3	6	5				
Hemorrhage/Laceration	1	0	1	0	2	0				
Injured Party	1	2	0	0	3		lan 2023	Feb 2023	Mar 2023	*Apr 2023
Motor Vehicle Collision	5	6	5	2	18					
Overdose/Poisoning	0	2	1	1	4					
Possible D.O.S.	0	1	1	0	2			Avg Resp Ti	me	
Pregnancy/ Childbirth	0	0	0	2	2	3:18				
Psychiatric Emergency	1	0	2	0	3	3:15				
Seizures	2	1	1	1	5	3:12				
Service Call Non-emergency	0	4	3	0	7	3:10				
Sick Call	5	2	2	2	11	3:07				
Transformer Fire	0	0	1	0	1	3:04 3:01				\mathbf{i}
Traumatic Injury	0	0	1	0	1					
Unconscious Party/Syncope	3	1	1	5	10	2:58 — 2:55 —				
Unknown Medical Emergency	2	1	1	1	5	2:55				
Vehicle Fire	1	0	0	0		2:52				

Jan 2023

Feb 2023

Mar 2023

*Apr 2023

* Note: Excludes cancelled calls.

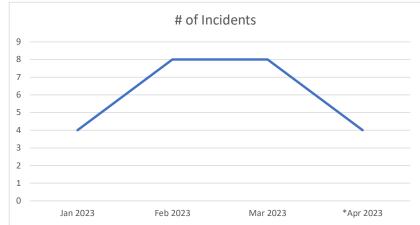


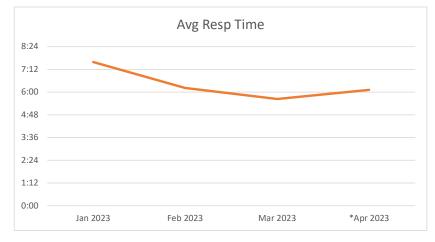
April 2023 Summary - Hilshire

Call/Incident Type/Detail	Jan 2023	Feb 2023	Mar 2023	Apr 2023	Total YTD
TOTAL	4	8	8	5	25
Carbon Monoxide Detector No Symptoms	1	0	0	0	1
Check for the Smell of Natural Gas	1	0	0	0	1
Chest Pain	1	1	0	0	2
Fall Victim	0	1	2	0	3
Fire Alarm Church or School	0	0	0	1	1
Heart Problems	0	0	1	0	1
Hemorrhage/Laceration	0	1	0	1	2
Motor Vehicle Collision	0	1	0	1	2
Motor Vehicle Collision with Entrapment	0	0	2	0	2
Object Down in Roadway	0	0	0	1	1
Possible D.O.S.	0	1	0	0	1
Psychiatric Emergency	1	0	0	0	1
Service Call Non-emergency	0	2	1	0	3
Sick Call	0	1	2	1	4

*	Note:	Excludes	cancelled	calls.
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Month	# of Incidents	Avg Resp Time
Jan 2023	4	7:35
Feb 2023	8	6:13
Mar 2023	8	5:38
*Apr 2023	4	6:07







April 2023 Summary - Hunters Creek

				Apr 2023		Month	# of Incidents			
TOTAL	37	23	28	38	126	Jan 2023	37	3:49		
Animal Bite	0	0	1	0	1	Feb 2023	23	4:54		
3ack Pain	0	0	1	0	1	Mar 2023	28	5:35		
Carbon Monoxide Detector No Symptoms	1	1	0	1	3	*Apr 2023	28	4:56		
Cardiac/Respiratory Arrest	0	0	1	0	1					
Check a Noxious Odor	0	0	1	0	1			# of looid	o	
Check for the Smell of Natural Gas	1	0	0	1	2			# of Incid	ents	
Check for the Smell of Smoke	0	0	0	1	1	40				
Chest Pain	1	1	0	0	2	35				
Difficulty Breathing	2	0	3	2	7					
Elevator Rescue	3	0	0	0	3	30				
all Victim	1	0	2	3	6	25				
Fire Alarm Business	1	1	0	2	4	20				
Fire Alarm Residence	15	4	5	14	38	15				
Gas Leak	0	1	0	0	1					
Heart Problems	0	0	1	1	2	10				
Hemorrhage/Laceration	0	0	1	0	1	5				
louse Fire	0	1	0	1	2	0				
njured Party	0	0	1	0	1	J	Jan 2023	Feb 2023	Mar 2023	*Apr 20
Medical Alarm	2	2	0	3	7					
Notor Vehicle Collision	5	7	1	1	14			Aug Daars	T :	
Overdose/Poisoning	0	0	0	1	1			Avg Resp	lime	
Possible D.O.S.	0	0	0	1	1	6:00				
Powerlines Down Arcing/Burning	1	0	0	1	2					
Psychiatric Emergency	0	1	1	0	2	4:48				
Seizures	0	1	1	0	2					
Service Call Non-emergency	1	0	3	2	6	3:36				
Sick Call	0	1	3	0	4					
Fraumatic Injury	0	0	0	1	1	2:24				
Jnconscious Party/Syncope	2	2	1	2	7					
Jnknown Medical Emergency	0	0	1	0	1	1:12				
/ehicle Fire	1	0	0	0	1					



April 2023 Summary - Piney Point

Call/Incident Type/Detail		Feb 2023			Total YTD	Month	# of Incidents	Avg Resp Time		
TOTAL	35	25	25	20	105	Jan 2023	35	4:50		
Animal Bite	1	0	0	0	1	Feb 2023	25	4:21		
Carbon Monoxide Detector No Symptoms	0	1	1	0	2	Mar 2023	25	4:39		
Cardiac/Respiratory Arrest	0	1	1	0	2	*Apr 2023	13	5:59		
Check for the Smell of Natural Gas	3	0	0	0	3					
Check for the Smell of Smoke	1	1	0	0	2			# of looside		
Chest Pain	1	1	1	0	3			# of Incide	nts	
Diabetic Emergency	0	0	0	1	1	40				
Difficulty Breathing	2	0	0	1	3	35				
Fall Victim	4	0	3	0	7					
Fire Alarm Church or School	2	1	1	0	4	30				
Fire Alarm Residence	9	7	7	10	33	25				
Gas Leak	1	1	0	0	2	20				
Heart Problems	0	0	1	0	1	15				
Hemorrhage/Laceration	1	0	0	0	1					
House Fire	1	0	1	0	2	10				
Motor Vehicle Collision	3	2	2	1	8	5				
Object Down in Roadway	0	0	1	0	1	0				
Overdose/Poisoning	0	1	0	0	1	J	lan 2023	Feb 2023	Mar 2023	*Apr 2023
Powerlines Down Arcing/Burning	0	0	0	1	1					
Psychiatric Emergency	0	3	1	0	4			Aug Dage T		
Seizures	1	1	0	1	3			Avg Resp T	ime	
Service Call Non-emergency	4	3	2	0	9	7:12				
Sick Call	0	2	0	3	5					
Transformer Fire	0	0	1	1	2	6:00				
Trash Fire	0	0	1	0	1	4:48				
Unconscious Party/Syncope	1	0	0	0	1	4.40				
Unknown Medical Emergency	0	0	1	0	1	3:36				
	0	0	0	1	1					

0:00

Jan 2023

Feb 2023

Mar 2023

*Apr 2023



April 2023 Summary - Spring Valley

Call/Incident Type/Detail				•	Total YTD	Month		Avg Resp Time		
TOTAL	42	32	32	25		Jan 2023	42	4:14		
Adominal Pain	2	0	1	0		Feb 2023	32	4:25		
Allergic Reaction	1	0	0	0	1	Mar 2023	32	4:07		
Back Pain	0	1	1	0	2	*Apr 2023	25	5:23		
Carbon Monoxide Detector No Symptoms	0	0	1	0	1					
Check a Noxious Odor	0	0	1	0	_			# of Incide	onto	
Check for Fire	0	1	1	0	2			# OF ITICIUE	ents	
Check for the Smell of Natural Gas	1	1	0	1	3	45				
Chest Pain	2	5	0	2	9	40				
Child Locked in a Vehicle Engine and AC running	0	1	0	0	1	35				
Difficulty Breathing	2	0	0	0	2	30				
Elevator Rescue	0	0	1	1	2					
Fall Victim	0	1	3	1	5	25				
Fire Alarm Business	2	2	0	1	5	20				
Fire Alarm Church or School	2	1	0	0	3	15				
Fire Alarm Residence	6	1	1	0	8	10				
Gas Leak	0	1	1	0	2	5				
Headache - Stroke symptoms not present	0	0	1	0	1	0				
Heart Problems	4	1	2	0	7		Jan 2023	Feb 2023	Mar 2023	*Apr 202
Hemorrhage/Laceration	2	0	0	0	2					•
Injured Party	0	0	1	1	2					
Medical Alarm	1	0	1	1	3			Avg Resp T	Time	
Motor Vehicle Collision	3	3	3	9	18	6:00				
Motor Vehicle Collision with Entrapment	0	1	0	0	1					
Overdose/Poisoning	0	0	1	0	1	4:48				
Possible D.O.S.	0	0	0	1	1					
Powerlines Down Arcing/Burning	1	0	0	1	2	3:36				
Pregnancy/ Childbirth	1	0	0	0	1	5.50				
Psychiatric Emergency	0	0	1	0	1	2:24				
Seizures	0	2	1	0	_	2:24				
Service Call Non-emergency	1	0	0	0	1	4.42				
Sick Call	6	4	6	1	17	1:12				
Stroke	0	2	1	0						
Transformer Fire	0	2	0	1	3	0:00	lan 2022	Fab 2022	Mar 2022	*4 == 202
	1	-	-				Jan 2023	Feb 2023	Mar 2023	*Apr 202
Trash Fire	-	0	0	0						
Traumatic Injury	0	0	1	0						
Unconscious Party/Syncope	1	3	1	2						
Unknown Medical Emergency	3	1	0	0	4					
Vehicle Fire	0	0	1	2	3					

* Note: Excludes cancelled calls.



RESOLUTION # 2023-246

A RESOLUTION OF THE CITY OF HILSHIRE VILLAGE, TEXAS DESIGNATING THE CITY OF HILSHIRE VILLAGE'S MAYOR PRO TEM

BE IT RESOLVED, by the Mayor and City Council of the City of Hilshire Village, Texas, that Council Member Andy Carey is hereby designated as the City's Mayor Pro Tem.

PASSED AND ADOPTED by the City Council of the City of Hilshire Village, the <u>16th</u> of <u>May</u>, <u>2023</u>.

Robert Buesinger, Mayor

ATTEST:

Cassie Stephens, City Secretary



RESOLUTION # 2023-247

A RESOLUTION OF THE CITY OF HILSHIRE VILLAGE, TEXAS DESIGNATING COUNCIL MEMBER ANDY CAREY THE CITY OF HILSHIRE VILLAGE'S SIGNATORIES FOR THE FINANCIAL INSTITUTIONS TO BE THE MAYOR, MAYOR PRO-TEM AND ONE (1) COUNCIL MEMBER

BE IT RESOLVED, by the Mayor and City Council of the City of Hilshire Village, Texas, that the Bank Signatories would be Mayor Robert F. Buesinger, Mayor Pro Tem Andy Carey and Council Member Mike Gordy.

PASSED AND ADOPTED by the City Council of the City of Hilshire Village, the <u>16th</u> of <u>May</u>, <u>2023</u>.

Robert F. Buesinger, Mayor

ATTEST:

Cassie Stephens, City Secretary

Spring Branch ISD Tax Office



8880 Westview Road, Houston, Texas 77055 713-251-7968 Elizabeth.Ruiz@springbranchisd.com Elizabeth Ruiz, Tax Assessor/Collector

May 09, 2023

Honorable Robert Buesinger Mayor City of Hilshire Village 8301 Westview Dr. Houston, Texas 77055

SUBJECT: Tax Collection contract between Spring Branch Independent School District Tax Office and City of Hilshire Village

Dear Sir:

Enclosed please find the above-referenced contract for consideration. Upon execution by the City Council, please print three copies and return all three signed contracts by August 11, 2023. An original will be returned to the City after SBISD Board Meeting on August 21, 2023.

If you have any questions, please do not hesitate to contact me at (713) 251-7968.

Sincerely,

Elizabeth Ruiz

Elizabeth Ruiz Tax Assessor/Collector

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

This memorandum of contract is made and executed between the City of Hilshire Village, Texas a municipal corporation of the State of Texas, hereinafter called "City," and the Spring Branch Independent School District, a body politic and corporate, hereinafter called "District";

WHEREAS, City has requested District to assess and collect ad valorem taxes for said City; and

WHEREAS, it will be to the mutual benefit of both parties to enter into such an agreement; now therefore

FOR AND IN CONSIDERATION of the premises and benefits described below, City and District hereby enter into the following agreement:

1. District agrees that its Tax Assessor-Collector will assess and collect all ad valorem taxes for City and perform all the necessary services with regard to assessment and collection of said City's taxes with the exception of legal services incidental to the collection of delinquent taxes. In the performance of such necessary services, the Tax Assessor-Collector will apply the applicable rules, regulations, and ordinances of City.

2. This contract shall be for a period of two (2) years , beginning on the 1st day of September 2023, and ending on the 31st day of August 2025.

3. District agrees to make deposits to the Depository of City of all taxes collected on behalf of City at least once each week during the months of October through February and at least twice a month during the months of March through September.

4. City agrees that it will pay to District, as compensation for performing this service, a fee which shall be the sum of \$1,200.00 for each annual tax period, plus postage expenses incurred by District on behalf of the

City. District will submit a statement based on February appraisal rolls for the services so rendered and payment for said services will be made to District on or before April 1. Payment for said services shall be made from current revenues available to City.

5. City and District recognize that the Harris County Appraisal District is responsible for appraising the property that is subject to taxation by City and District. City or District, separately in its own name and on its own behalf, may challenge any act or omission of the Appraisal District and any decision to make such challenge or not, by either City of District, shall not be binding on the other.

6. District will not be liable to City for any failure to collect taxes, nor shall District's Tax Assessor-Collector be liable unless such failure to collect results from the failure of the Tax Assessor-Collector to perform such duties in the manner and in accordance with the standards imposed by law. District's Tax Assessor-Collector shall furnish a bond in the sum of \$20,000. payable to and approved by City and conditioned on the faithful performance of the duties as Tax Assessor-Collector. The cost of such bond shall be paid by City.

7. District's Tax Assessor-Collector shall prepare a written monthly statement of all amounts collected for the benefit of City, and such reports of collection made in the months of October through January are due on the twenty-fifth (25th) day of the month following the month that is the subject of the report. Reports of collections made in all other months are due the fifteenth (15th) day of the month following the month that is the subject of the report. City will be permitted to audit the tax records at a reasonable time mutually agreed upon by both parties.

8. The tax office is to remain under the administrative control of the Tax Assessor-Collector of District.

9. In the event any provision of this contract is inconsistent with the statutes of the State of Texas, the statutes of the State of Texas shall control and

the District's Tax Assessor-Collector will discharge these duties in accordance therewith.

10. District agrees to furnish to City a written list of each delinquent taxpayer, the delinquent taxpayer's address, the amount of the delinquency, and the designation of the property involved, by July 1st of each year. District further agrees that by August 1st, or as soon thereafter as practical each year, the Tax Assessor-Collector will provide City with the Harris County Appraisal District's certified estimate of the total appraised value of all property in the Appraisal District that is taxable by City.

11. This agreement shall replace all prior agreements with regard to the assessing and collecting of ad valorem taxes heretofore made between the parties hereto.

Signatures on following page.

Approved by entity on, 202	23
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ATTEST: CITY OF HILSHIRE VILLAGE, TEXAS

Cassie Stephens City Secretary Robert Buesinger Mayor

Approved by Spring Branch ISD Board on _____, 2023

ATTEST:

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT

Secretary Board of Trustees President Board of Trustees

TO:	Wendy Baimbridge, City of Hedwig Village					
	Cassie Stephens, City of Hilshire Village					
	Tom Fullen, City of Hunters Creek Village Bobby Pennington, City of Piney Point Village Zachary Meadows, City of Spring Valley Village					
	Gerardo Barrera, City of Bunker Hill Village					
CC:	Village Fire Department Commissioner and Alternates					
From:	Marlo Longoria					
Date:	April 20, 2023					
Re:	2023 Budget Amendment 2023-03					

During a regular fire commission board meeting on March 22, 2023, the Village Fire Department Board of Commissioners unanimously approved increasing the previously amended line item "contingency facility" from \$16,000 up to \$200,000 for a roof retrofit on the annex roof. The total amendment is \$184,000.00 which will be funded by:

Bunker Hill Village	19.00%	\$ 34,960.00
Hedwig Village	18.50%	\$ 34,040.00
Hilshire Village	3.00%	\$ 5,520.00
Hunters Creek Village	22.25%	\$ 40,940.00
Piney Point Village	21.00%	\$ 38,640.00
Spring Valley Village	16.25%	\$ 29,900.00
	Total	\$ 184,000.00

Please place this budget amendment on your agenda for consideration and advise us on your council's action in writing.

Thank you,

Marlo Longoria

AGREEMENT FOR CONSULTING & PERSONAL SERVICES

THIS AGREEMENT (herein "**Agreement**") is made by and between the City of Hilshire Village, Texas, a general law municipality, (herein "**City**") and CONSULTANT (herein "**Consultant**").

The parties agree as follows:

<u>1.0 SERVICES.</u> Consultant will provide the consulting and personal services to perform the services defined in Exhibit A, "Scope of Services", or as otherwise authorized by the City's Council or City Administrator.

2.0 TERM; TERMINATION.

2.1 Term. The term of this Agreement shall begin upon execution by Consultant and City, and shall remain in full force and effect until terminated pursuant to paragraph 2.2 of this Agreement.

2.2 Termination. The parties agree that either party has the right to terminate, for any reason or for no reason, this Agreement at any time by providing written notice to the other party, whereupon termination is effective from the date of the notice. Upon termination, the City will owe Consultant for all compensation earned to the date of termination. In no event shall the City be liable to Consultant for any damages on account of such termination or anticipated profits with respect to the remainder of work.

3.0 COMPENSATION; REIMBURSEMENT OF EXPENSES.

3.1 Compensation. Consultant shall be retained for services and compensated at a rate of \$60.00 per hour, up to 20 hours per month, unless authorized in writing by the City Secretary, with no more than 10 hours per month for services provided off-site.

3.2 Direct Non-labor Expenses. Consultant may be reimbursed for reasonable actual expenses for travel expenses outside of Harris County, including round-trip business class airfare, hotel accommodations, meal expenses, and surface transportation; provided such travel is approved by the City in advance. Expenses are not subject to additional service charges.

3.3 Electronic Equipment. The City shall provide the Consultant with necessary technology, as applicable. Any and all electronic equipment provided by the City to the Consultant shall remain the property of the City, and shall be returned to the City upon termination of this Agreement. All software programs and files belonging to the City shall also be returned to the City upon termination of this Agreement.

3.4 Payment. Monthly payment will be made following submission to the City Administrator an invoice for the services provided and expenses incurred. This agreement is subject to the provisions of the Texas Prompt Payment Act, Texas Government Code chapter 2251.

4.0 RECORDS; AUDIT RIGHTS. All information received from the City shall be treated as confidential and shall only be used in connection with the services required by this Agreement. All documents, drawings, specifications and other records prepared or produced by the Consultant for the City shall be the property of the City and the City shall have the unencumbered right to use and dispose of said records. In addition, Consultant agrees to keep and maintain accurate records, correspondence, books, financial accounts and other information relating to this Agreement, including travel vouchers for all time and expenses allocated to the performance of the work under this Agreement. The City reserves the right to

inspect Consultant's records at any reasonable time. All records shall be kept for a period of not less than five years unless the Consultant is notified in writing by the City of the need to extend the retention period. The City's representatives shall have the right to reproduce any of the work products and records specific to this Agreement at the City's expense.

5.0 INDEPENDENT CONTRACTOR. Consultant shall carry out the terms of this Agreement as an independent contractor and not as an employee of the City. Accordingly, Consultant shall not receive any employee benefits. For all purposes hereunder, Consultant shall be deemed to be an independent contractor, and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between Consultant and the City. Consultant shall be, and operate as, an independent contractor in the performance of this Agreement.

6.0 CONFLICTS; INTEREST OF PUBLIC OFFICIALS. Consultant shall complete and file with the appropriate entities any statement of interest document required by law, including documents required by Texas Government Code Chapter 2252 and Texas Local Government Code Chapters 171 and 176, if any. No elected official, nor any other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement.

7.0 COMPLIANCE WITH LAWS. Consultant will comply with all applicable federal and state laws and regulations. Consultant agrees to comply with all laws and lawful regulations applicable to any activities carried out by Consultant in the name of or on behalf of the City under the provisions of this Agreement and/or any amendments to it. Compliance will be with such laws and regulations as they are written and enforced on the date services are provided. Consultant agrees that all financial settlements, billings and reports rendered to the City as provided for in this Agreement and/or any amendments to it, will, to the best of its knowledge and belief, reflect properly the facts about all activities and transactions handled for the account of the City, which data may be relied upon as being complete and accurate in any further recording and reporting made by the City for whatever purpose.

8.0 NO ASSIGNMENTS; NO THIRD-PARTY BENEFICIARIES.

8.1 No Assignments. Consultant shall not assign this Agreement nor sublet any of the work to be performed by it hereunder, without the express written consent of the City, and any such assignment or subletting, whether expressly authorized by this Agreement or done with such consent, shall not relieve Consultant from its responsibility for the performance of such work or any other of its obligations hereunder.

8.2 No Third-Party Beneficiaries. This Agreement is for the benefit of the parties hereto only, and no provision shall be interpreted to grant or convey to any person not a Party to this Agreement any benefits or rights.

<u>9.0 INSURANCE.</u> Consultant shall provide insurance coverage during the term of this Agreement in accordance with the provisions of Exhibit "B", INSURANCE.

<u>10.0 NON-WAIVER.</u> The failure of the City to insist upon or enforce in any instance strict performance by Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of any extent of its rights to assert or rely upon such terms or rights on any future occasion.

<u>11.0 GOVERNING LAW; VENUE</u>. This Agreement shall be governed by laws of the State of Texas. If suit shall be brought by either party to this contract. the parties agree that venue shall be exclusively vested in the state courts of Harris County, or if federal jurisdiction is appropriate. exclusively in the United States District Court, Southern District of Texas, Houston Division, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as or the date first above written.

CITY OF HILSHIRE VILLAGE, TEXAS

SUSAN BLEVINS (Consultant)

EXHIBIT A, SCOPE OF SERVICES

- Provide guidance to the City's personnel toward accomplishment of the City's goals and objectives.
- Develop strategies for accomplishing long and short-term goals of the City as established by the City Council, and assesses the effectiveness of plans, systems and operations.
- Ensure that the City's customer's and the Council's interests are protected.
- Assist in preparation of annual budget.
- Assist in the monthly, quarterly or annual spending and budget reports as requested by the City.

EXHIBIT B,

INSURANCE

All insurance shall be written by an insurer licensed to conduct business in the State of Texas. Consultant shall, at Consultant's own expense, purchase, maintain and keep in force insurance that shall protect against injury and/or damages that may arise out of or relate in any way to operations under this Agreement of the following types and limits:

- A. Automobile Liability Insurance (including owned, non-owned and hired vehicles coverages).
 - 1. Minimum combined single limit of five hundred thousand (\$500,000) per occurrence for bodily injury and property damage.
 - 2. If individual limits are provided minimum limits are three hundred thousand dollars (\$300,000) per person, five hundred thousand dollars (\$500,000) per occurrence for bodily injury and one hundred thousand dollars (\$100,000) per occurrence for property damage.

CITY OF HILSHIRE VILLAGE

Check Register For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
8939	4/3/23	GFL Environmental	11114	21,012.81
8940	4/3/23	Centerpoint-Energy	11114	43.46
8941	4/6/23	Cary M. Moran	11114	80.00
8942	4/17/23	A T & T	11114	319.78
8942V	4/17/23	A T & T	11114	-319.78
8943	4/17/23	A T & T	11114	159.67
8944	4/17/23	Hudson Energy Services LLC	11114	584.95
8945	4/17/23	G-Force Houston North	11114	1,509.65
8946	4/17/23	Sanchez Landscaping	11114	320.00
8947	4/17/23	USIC	11114	1,162.92
8948	4/18/23	Amegy Bank	11114	98.00
8949	4/17/23	Amegy Bank	11114	1,371.83
8950	4/18/23	Cassie Stephens	11114	28.36
8951	4/18/23	Election Systems & Software	11114	1,395.07
8952	4/18/23	Lisa Ray	11114	357.08
8953	4/18/23	Northwest Pest Patrol	11114	254.40
8954	4/18/23	Olson & Olson, Attys at Law	11114	1,225.00
8955	4/18/23	Petty Cash	11114	169.29
8957	4/18/23	USIC	11114	434.63
ACH 04-03-23	4/3/23	Texas Municipal Retirement System	11114	1,122.69
ACH 04-15-23	4/14/23	Stephens, Cassandra L.	11114	1,989.70
ACH 04-15-23 1	4/14/23	Ray, Lisa	11114	1,257.75
ACH 04-28-23	4/28/23	Stephens, Cassandra L.	11114	2,067.88
ACH 04-28-23 1	4/28/23	Ray, Lisa	11114	1,257.75
Electronic 04-27-23	4/27/23	Internal Revenue Service	11114	846.89
Electronic 04-28-23	4/28/23	Internal Revenue Service	11114	846.89
Total				39,596.67

CITY OF HILSHIRE VILLAGE - UTILITY FUND

Check Register For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
4303	4/6/23	A T & T	11012	446.82
4304	4/17/23	Hudson Energy Services LLC	11012	64.45
4305	4/17/23	Generators of Houston	11012	4,414.98
4305V	4/17/23	Generators of Houston	11012	-4,414.98
4306	4/17/23	USIC Locating Services	11012	117.47
4307	4/17/23	DSHS Central Lab MC2004	11012	106.96
4308	4/17/23	Generators of Houston	11012	4,078.50
4309	4/17/23	City of Houston, Public Wks	11012	8,466.01
4310	4/18/23	Texas Excavation Safety System, Inc	11012	10.45
4311	4/18/23	City of Hilshire Village	11012	500.00
4311V	4/18/23	City of Hilshire Village	11012	-500.00
4312	4/27/23	City of Hilshire Village	11012	500.00
4313	4/30/23	City of Hilshire Village	11012	15,802.48
4314	4/30/23	Inframark, LLC	11012	2,000.00
Total				31,593.14

Year	Main Goals	Community Involvement
1	 Develop a tree board or department Adopt a community tree ordinance Spend at least \$2 per capita on urban forestry Celebrate Arbor Day 	Education & Outreach, Assessment of Trees Currently in ROW
2	 Develop a city map which indicates available rights-of-way without affecting property access or drainage systems 	Public ROW Tree & Vegetation Plantings
3	- Work with the Tree Board to identify decorative trees that can be planted in utility easements	Residential Tree Giveaway, Education on How to Properly Plant and Water a Tree
4	- Develop a relationship with citizen volunteer committees for the use of native plants and vegetation	Westview Landscaping Committee, Hilshire Beautification Fund, active HOAs
5	 Assess properties which lack trees near the Spring Branch Creek and other drainage waterways 	Residential Tree Giveaway, Coordination with Harris County Flood Control and City Arborist

<u>Year 1:</u>

STANDARD 1 - A Tree Board or Department

Someone must be legally responsible for the care of all trees on city- or town-owned property. By delegating tree care decisions to a professional forester, arborist, city department, citizen-led tree board or some combination, city leaders determine who will perform necessary tree work. The public will also know who is accountable for decisions that impact community trees. Often, both professional staff and an advisory tree board are established, which is a good goal for most communities.

The formation of a tree board often stems from a group of citizens. In some cases a mayor or city officials have started the process. Either way, the benefits are immense. Involving residents and business owners creates wide awareness of what trees do for the community and provides broad support for better tree care.

STANDARD 2 - A Public Tree Care Ordinance

Cities and towns in the U.S. have both public and private property within their jurisdictional boundaries. Trees on public property are a public good, and caring for these trees is a vital element of the Tree City USA program. A public tree care ordinance or law forms the foundation of a city's tree care program; it provides an opportunity to set good policy and back it with the force of law when necessary.

A key section of a qualifying ordinance is one that assigns authority over public trees. This could be through the establishment of a tree board or forestry department—or both—and gives one of them the responsibility for public tree care (as reflected in Standard 1).

Qualifying ordinances will also provide clear guidance for planting, maintaining, and/or removing trees from streets, parks, and other public spaces.

Importantly, a public tree care ordinance must be in effect 24/7/365. In other words, the policies for tree planting, care, and removal of trees codified in the ordinance must be continuous, not triggered by an event like landscaping requirements or the land development process.

Beyond that, the ordinance should be flexible enough to fit the needs and circumstances of the particular community. There are many ways to strengthen a tree ordinance, including the task of crafting and implementing a plan of work, a clause protecting public trees from damage, or the requirements for tree care businesses.

For tips and a checklist of important items to consider in writing or improving a tree ordinance, see Tree City USA Bulletin #9.

STANDARD 3 - A Community Forestry Program With an Annual Budget of at Least \$2 Per Capita

City trees provide many benefits—clean air, clean water, shade and beauty to name a few—but they also require an investment to remain healthy and sustainable. By providing support at or above the \$2 per capita minimum, a community demonstrates its commitment to grow and tend these valuable public assets. Budgets and expenditures require planning and accountability, which are fundamental to the long-term health of the tree canopy and the Tree City USA program.

To meet this standard each year, the community must document at least \$2 per capita toward the planting, care and removal of city trees—and the planning efforts to make those things happen. At first this may seem like an impossible barrier to some communities. However, a little investigation usually reveals that more than this amount is already being spent on tree care. If not, this may signal serious neglect that will cost far more in the long run. In such a case, working toward Tree City USA recognition can be used to reexamine the community's budget priorities and redirect funds to properly care for its tree resources before it is too late.

STANDARD 4 - An Arbor Day Observance and Proclamation

An effective program for community trees would not be complete without an annual Arbor Day ceremony. Citizens join together to celebrate the benefits of community trees and the work accomplished to plant and maintain them. By passing and reciting an official Arbor Day proclamation, public officials demonstrate their support for the community tree program and complete the requirements for becoming a Tree City USA!

This is the least challenging—and probably most enjoyable—standard to meet. An Arbor Day celebration can be simple and brief or an all-day or all-week observation. It can include a tree planting event, tree care activities or an award ceremony that honors leading tree planters. For children, Arbor Day may be their only exposure to the green world or a springboard to discussions about the complex issue of environmental quality.

The benefits of Arbor Day go far beyond the shade and beauty of new trees for the next generation. Arbor Day is a golden opportunity for publicity and to educate homeowners about proper tree care. Utility companies can join in to promote planting small trees beneath power lines or being careful when digging. Fire prevention messaging can also be worked into the event, as can conservation education about soil erosion or the need to protect wildlife habitat.

ORDINANCE NO. XX-2023

AN ORDINANCE OF THE CITY OF HILSHIRE VILLAGE, TEXAS, ADOPTING ARTICLE 7.700 "PUBLIC TREE CARE" AS AN AMENDMENT TO CHAPTER 7 (7.700) OF THE CODE OF ORDINANCES; TO PROVIDE FOR THE CARE OF PUBLIC TREES; TO CREATE A TREE ADVISORY BOARD; TO ESTABLISH PRACTICES GOVERNING THE PLANTING, CARE, AND REMOVAL OF TREES ON PUBLIC PROPERTY; PROVIDING FOR A PENALTY FOR VIOLATIONS; PROVIDING FOR SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hilshire Village, Texas, recognizes that trees generally protect and enhance the quality of life and general welfare of the City; and

WHEREAS, the citizens of Hilshire Village have long valued trees as a natural and often irreplaceable community resource and recognize them as assets for their beauty and service; and

WHEREAS, the City Council of Hilshire Village, Texas, has further determined that the protection and care of trees located on city property is essential to the present and future health, safety, and welfare of all citizens, and accordingly, have determined that the adoption and implementation of this "Public Tree Care" ordinance is meritorious and necessary.

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

PART 1: Chapter 7 of the Code of Ordinances of the City of Hilshire Village, Texas, is hereby amended to add Article 7.700 "Public Tree Care" to read as follows:

"Article 7.700. PUBLIC TREE CARE

Sec. ____. Purpose.

To enhance the quality of life and the present and future health, safety, and welfare of all citizens, to enhance property values, and to ensure proper planting and care of trees on public property, the City Council herein delegates the authority and responsibility for managing public trees, creates a Tree Advisory Board, establishes practices governing the planting and care of trees on public property, and makes provision for the emergency removal of trees on public property.

Sec. _____. Definitions.

As used in this Article, the following words and phrases shall have the meanings indicated:

Damage – any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part of the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

Item 7.A.

Nuisance – any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety and welfare.

Parkway – the area along a public street between the curb and the sidewalk; or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley.

Public property – all grounds and rights-of-way (ROWs) owned or maintained by the City.

Public tree – any tree or woody vegetation on city-owned or city-maintained property or rights-of-way.

Stump Grinding – add definition to enforce with removals

Top or *Topping* – the non-standard practice of cutting back of limbs to stubs within a tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

Sec. _____. Authority and power.

- (a) Delegation of authority and responsibility. The City Administrator or City Secretary and/or his designee, hereinafter referred to as the "Director", shall have the authority and responsibility to plant, prune, maintain, and remove trees and woody plants growing in or upon all city streets, rights-of-ways, city parks, and other public property. This shall include the removal of trees by a utility company that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insects, or other pest disease.
- (b) Coordination among city departments. All city departments will coordinate as necessary with the Director and will provide services as required to ensure compliance with this Ordinance as it relates to streets, alleys, rights-of-way, drainage, easements and other public properties not under direct jurisdiction of the Director.
- (c) *Interference*. No person shall hinder, prevent, delay, or interfere with the Director or his agents while engaged in carrying out the execution or enforcement of this Ordinance.

Sec. _____. Tree advisory board.

The City Council hereby creates a "Tree Advisory Board," hereinafter referred to as the "Board."

- (a) *Membership*. The Board shall consist of five (5) members approved by City Council. Members of the Board will serve without compensation.
- (b) *Term of office*. Board members shall be appointed for three (3) year staggered terms. In the event that a vacancy shall occur during the term of any member, a successor shall be appointed by City Council.
- (c) *Officers*. The Board shall annually select one of the members to serve as chair, may appoint a second member to serve as vice-chair, and may appoint a third member to serve as secretary.
- (d) *Meetings*. The Board shall meet a minimum of two (2) times each year. All meetings shall be open to the public. The Board chair may schedule additional meetings as needed.
- (e) Duties. The Board shall act in an advisory capacity to the Director and shall:
 - (1) Coordinate and promote Arbor Day activities;
 - (2) Review and update a five-year plan to plant and maintain trees on city property;
 - (3) Support public awareness and education programs relating to trees;
 - (4) Review city department concerns relating to tree care;
 - (5) Submit an annual report of its activities to the city council;

Item 7.A.

- (6) Assist with the annual application to renew the Tree City USA designation;
- (7) Develop of a list of recommended trees for planting on city property; and
- (8) Other duties that may be assigned by City Council.

Sec. _____. Tree planting and care standards.

- (a) Standards. All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" and shall follow all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.
- (b) *Requirements of franchise utility companies*. Franchise utility companies shall provide advance notice to the City of their intended non-emergency tree pruning schedule and location of the impacted area. The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards.
- (c) *Approved tree list.* The Director shall develop and maintain an official list of desirable tree species for planting on public property in two size classes: Ornamental (20 feet or less in height at maturity) and Shade (greater than 20 feet at maturity). Only trees from this approved list may be planted without written approval from the Director.
- (d) *Planting distances.* The Director shall develop and maintain an official set of spacing requirements for the planting of trees on public property. No tree may be planted within the visibility triangle of a street intersection or within ten (10) feet of a fire hydrant.
- (e) *Planting trees under electric utility lines.* Only trees listed as Ornamental trees on the official city tree species list may be planted under or within fifteen (15) lateral feet of any overhead utility wire.
- (f) Protection of public trees during construction. Any person, firm, corporation, or city department performing construction in the area of any public tree must employ appropriate measures to protect the tree, including, but not limited to, placing barriers around the tree to prevent any damage.

Sec. _____. Adjacent owner responsibility.

- (a) The owner of land adjacent to any city street or highway, when acting within the provisions of this Ordinance, may plant and maintain trees in the adjacent parkway area. Property owners are responsible for the reasonable and routine maintenance of trees and other landscaping in the adjacent parkway area.
- (b) No property owner shall allow a tree, or other plant growing on his or her property or within the adjacent parkway to obstruct or interfere with pedestrians or the view of drivers, thereby creating a hazard. If an obstruction persists, the Director shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the City may undertake the necessary work and charge the cost to the property owner.

Sec. _____. Prohibition against harming public trees.

- (a) It shall be unlawful for any person, firm or corporation to damage, remove, or cause the damage or removal of a tree on public property without written permission from the Director.
- (b) It shall be unlawful for any person, firm or corporation to attach any cable, wire or signs or any other object to any street, park, or public tree.
- (c) It shall be unlawful for any person, firm or corporation to "top" any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of the Director.

Item 7.A.

Sec. _____. Certain trees declared a nuisance.

Any tree, or limb thereof, on public property determined by the Director to have contracted a lethal, communicable disease or insect; to be dead or dying; to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or that threatens public health, safety, and welfare is declared a nuisance and the City may require its treatment or removal.

Sec. _____. Violations and penalty.

Any person, firm or corporation violating any provision of this Ordinance shall be deemed guilty of a misdemeanor and shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each offense.

Sec. _____. Appeals.

All appeals to a violation shall be heard by City Council."

PART 2. Savings/repeal.

That all ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

PART 3. Severability.

That should any word, sentence, clause, paragraph or provision of this Ordinance be held to be invalid or unconstitutional the remaining provisions of this Ordinance shall remain in full force and effect.

PART 4. Effective date.

That this Ordinance shall become effective after its passage and publication according to law.

PASSED, APPROVED and ADOPTED by the City Council of ______, Texas, on this _____ day of ______, ____.

Mayor Robert F. Buesinger

ATTEST:

APPROVED AS TO FORM:

City Secretary Cassie Stephens

City Attorney Scott Bounds

City of Hilshire Village Complaint Log

Date Notified	Complaint/Issue	Address of Concern Action Results		Concern Action Results		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.	4/12/23 Engineer Vasquez and Cassie had a meeting with the two flanking homeowners. We discussed areas of improvement that are within the city's control for flushing practices, erosion repair and control, and general appearance of the area.				
12/2/22	Fire hydrant doesn't have the Storz connector like others in the city.	4 Hilshire Grove	Village Firefighter visited site, said that it was possibly skipped because all three steamer caps are still present.	Fire hydrants are now painted, will order the adapter and ask VFD to install.				
4/4/23	Hickory Shadows is difficult to get in and out of, asked about potential traffic signal.	20 Hickory Shadows	Cassie researched TxDot requirements for an intersection light, also found that a Do Not Block median sign might be a better fit for the location	Advised the caller that after the Wirt Road sidewalk is installed there will be more evidence to protect pedestrians with a traffic light. Will continue to research median sign option.				
4/12/23	Says she is a frequent walker and bike rider and wanted to spread the word that pedestrians are safer on the left side of the road.	Hilshire Village	Checking with SVPD for public outreach brochures or information.	Signs were posted at the election center and SVPD agreed to stop and inform walkers of the correct pattern.				
4/19/23	Potential sprinkler system or water vault leak	8201 Westview	Inframark Technicain going out to shut off water and assess the problem	Beautification committee resolving the issue with resident	4/21/2023			
4/26/23	Dead tree limb leaning into the ditch	1221 Pine Chase Dr	Notified homeowner to remove the broken tree limb	Homeowner scheduled contractor to remove the tree limb. Limb was removed safely.	4/28/2023			
4/26/23	Cars blocking the street	8001 Bromley	Notififed the contractor on site to move vehicles that block the road	Vehicles were moved	4/27/2023			
4/26/23	Tall grass	1226 Glourie	Notified property owner to mow grass.	Grass mowed	4/27/2023			
4/26/23	Tree limbs at corner of property not disposed	1306 Glourie Dr	Contacted property owner	Contractor notified superintendent to bundle tree limbs or haul them off. Debris was removed.	5/8/2023			

City of Hilshire Village Complaint Log

Date Notified	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
4/26/23	Westview median sprinklers go off every morning, considered it a waste of water especially because we have been getting rain.	Westview medians	Contacted the chair of the Westview Landscaping Committee to see what can be done about the irrigation schedule. Also provided their contact information to the caller.	No further action taken.	4/26/2023
4/26/23	Garbage is being thrown over the fence to her back lot from the church side.	Hilshire Green	Sent an email to the church.	No further action taken.	4/26/2023
5/9/23	Noticed (5) early voting signs on Ridgeley, offered to pick them up.		When we drove through we did not see the signs.	No further action taken.	5/9/2023
5/9/23	Street light flickering off and on	Hickory Shadows	Report light problem to CenterPoint		
5/9/23	Reporting that 1209 easement had a weed		Inspection of area, grass not high and weed not blocking water flow	No further action taken.	
5/10/23	Reporting that 1209 easement was half full from the rain	1209 Pine Chase Easement		No action taken.	

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April 1, 2023

Dear Customer:

City Ordinances require certain automatic annual adjustments to the water and wastewater rates based on inflationary indices. The one-year inflationary index for our area is 8.2%. The City of Houston population increased by 1%. The combined impact of both factors results in an automatic annual water and wastewater rate increase of 9.2% on April 1, 2023.

This year, in addition to the 9.2% automatic annual rate adjustment, Ordinance No. 2021-515 adopted the 2021 Water & Wastewater Cost of Service Rate Study, which allows for new annual rates over a 5-year period. These rate adjustments are necessary to pay increases in the cost of operating, maintaining, and repairing the combined water and wastewater utility system, debt service on the utility system's bonds and other obligations of the utility system, protect the financial integrity of the utility system, and comply with certain bond covenants and all other applicable law. New Rates and Charges specific to Treated and Untreated Water accounts are as follows:

Classification	Rate
SEWER CUSTOMERS	
Whole contribution w/o collection system – metered	\$1.90 per 1,000 gallons
Not metered	R*.315 * \$1.90
	(A: Calendar days in month, B: residential equivalent Units R: Constant conversion Factor TG)
Wholesale – contribution with collection system, if metered	
Volume charge, if not metered	\$3.60
Wholesale No contribution with collection system	\$7.37
Wholesale Connection Base	\$30.73

* Note:

P = Total water delivery during the month in thousand gallons, except if the minimum monthly specified in the customer's contract is greater than P, P shall equal M.

M = Minimum monthly amount of water specified in the customer's contract expressed in units of one thousand gallons.

Additional information may be found in the <u>Rates and Prices</u> or <u>Billing and Payment</u> sections of your contract or you may visit <u>http://www.houstontx.gov/codes/</u> (Sections 47-61 and 47-84 et seq.). Please contact Maria Carrillo at Customer Account Services at <u>maria.carrillo@houstontx.gov</u> if you have specific questions about your bill.

PO Box 1562 | Houston, Texas 77251-1562 | HoustonPublicWorks.org

- Canital Projects | Customer Account Services | Houston Permitting Center | Houston Water | Transportation & Drainage Operations



Harris Central Appraisal District

13013 Northwest Freeway Houston TX 77040 Telephone: (713) 812-5800 P.O. Box 920975 Houston TX 77292-0975 Information Center: (713) 957-7800



Office of Chief Appraiser

Honorable Robert Buesinger Mayor City of Hilshire Village 8301 Westview Drive Houston, TX 77055April 28, 2023

Board of Directors Mike Sullivan, Chairman Martina Lemond Dixon, Secretary Al Odom, Assistant Secretary Ann Harris Bennett, Director *Tax Assessor-Collector, Ex-Officio Director* Jim Robinson, Director Jonathan Cowen, Director Kathy Blueford-Daniels, Director

Chief Appraiser Roland Altinger Deputy Chief Appraiser Jason Cunningham Taxpayer Liaison Officer Teresa S. Terry

Re: 2023 Certified Estimates

Dear Mayor Buesinger:

As required by Texas Tax Code Sec. 26.01(e), we have prepared an estimate of taxable value for the above taxing jurisdiction for 2023. While this estimate is based on information currently available to us, some of the data needed for accuracy is not yet available. For example, in the area of business and industrial personal property, the extended date for property owners to file their annual renditions is May 15, and some will delay their filing an additional 15 days for good cause.

While we have taken our best estimate of potential hearing loss into account, protests for 2023 are in the process of being received and reductions made in the ARB protest hearing process during the next several months could cause a further reduction in value. Also, if fewer protests are filed, your value could possibly be higher.

Your final taxable value will also be impacted by late-filed exemption applications, late applications for productivity valuation, correction motions under Tax Code Sec. 25.25, and possible post-ARB appeals through binding arbitration, appeals to district court, or appeals to the State Office of Administrative Hearings.

Given these limitations, the estimated 2023 taxable value for the taxing unit identified above is:

\$312,091,032

The enclosed summary report gives a breakdown of this estimate by property category.

Please do not hesitate to contact your HCAD jurisdiction coordinator or my office if you have questions regarding this estimate or other matters affecting appraisal district operations.

Sincerely,

Roland Altringer

Roland Altinger Chief Appraiser

Hilshire Village 2023 Certified Estimate of Taxable Value



Major Property Category	2022 Taxable Value	Percent Change	Projected 2023 Taxable Value
Residential & Rural Improved	276,193,835	7.95%	298,139,576
Apartments	0	0.00%	0
Commercial	3,150,608	12.08%	3,531,048
Vacant Land	5,551,478	56.20%	8,671,418
Industrial	0	0.00%	0
Utility	851,300	2.08%	869,013
Commercial Personal	834,983	0.00%	834,983
Industrial Personal	44,994	0.00%	44,994
All Other Property	0	0.00%	0

Projected 2023 Taxable Value	286,627,198	8.88%	312,091,032

Projected 2023 Taxable Value Range

Accuracy +/- 5%	296,486,481	То	327,695,584		