



Regular Council Meeting Agenda

Tuesday, October 17, 2023 at 6:30 PM
8301 Westview Drive, Houston, Texas 77055

The City Council of the City of Hilshire Village, Texas will meet on Tuesday, October 17, 2023, at 6:30 PM in the City Hall Council Chambers at 8301 Westview, Houston, Texas 77055.

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/88139745838?pwd=BscZ2beg0h5UtTHQwjlRKPKmG79B36.1>

Meeting ID: 881 3974 5838

Passcode: 0123

One tap mobile +1 346-248-7799, 881 3974 5838#, *0123#

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

IF YOU WOULD LIKE TO SEND YOUR COMMENTS PRIOR TO THE MEETING PLEASE SEND TO **Cassie.Stephens@HilshireVillageTexas.com**.

1. CALL TO ORDER

1.A. Invocation (Council Member Cooper)

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. REPORTS TO COUNCIL

- 3.A.** Police Report (Sergeant Menchaca, Captain Lane)
September calls for service
- 3.B.** Building Official Report
Plan review, permits & inspections
Zoning Board of Adjustments: Holy Cross Lutheran Church Specific Use Permit regarding an addition to the Spring Branch Food Pantry
- 3.C.** Engineer Report
Ongoing Plan Reviews
City Water and Testing
Hilshire Green Paving, Drainage & Utility Improvements
Pine Chase Grove Water Meter area
Wirt Road Safety Project/Interlocal Agreements
- 3.D.** Fire Commissioner's Report (Mayor Buesinger)
- 3.E.** Mayor Buesinger's Report
- 3.F.** City Secretary's Report: (City Secretary Stephens)
Complaint Log
Consent Agenda
CenterPoint LED Conversion update: December - January, pending workload and budget.
- 3.G.** City Treasurer's Report (City Secretary Stephens)
Quarterly Treasurer's Report - 2022-2023 Q4
Report from Villages Mutual Insurance Group meeting October 10, 2023

4. CONSENT AGENDA

- 4.A.** Approve disbursements
- 4.B.** Approve check registers
- 4.C.** Approve minutes from the Public Hearing September 12, 2023
- 4.D.** Approve a proclamation recognizing Domestic Violence Awareness Month
- 4.E.** Approve a proclamation recognizing Arbor Day to be November 3rd, 2023

5. DISCUSSION AND POSSIBLE ACTION

- 5.A.** Discussion and possible action to approve the replacement of the six-inch backflow preventer assembly at Pine Chase Grove not to exceed \$9,540 (City Engineer)
- 5.B.** Discussion and possible action to approve an amended contract with Inframark, LLC.
- 5.C.** Discussion and possible action to approve of the City of Hilshire Village Ordinance #833-2023 amending Chapter 7, Offenses and Nuisances, of the Code of Ordinances to provide for public tree care and regulating tree preservation.

6. ADDITIONAL COUNCIL COMMENTS

7. FUTURE AGENDA TOPICS

The next council meeting will be on November 17th, 2023 at 6:30 p.m.
PFAS class action lawsuit pending in South Carolina.
Villages Mutual Insurance Cooperative Board 2024 Insurance Carriers

8. ANNOUNCEMENTS

9. 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 October 13, 2023 at 3:00 p.m.

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

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

09\01\2023
thru 09\30\2023
Zone is: HILSHIRE VILLAGE

Type	Description	# Of Calls
21	911 HANG UP	1
6	ACCIDENT	1
22	ALARM	2
23	AMBULANCE CALL	3
135	BUSINESS CHECK	872
68	HOUSE CHECK	43
70	INFORMATION	2
71	INVESTIGATION	1
76	LOUD NOISE	1
81	OPEN DOOR	7
162	PARKING VIOLATION	2
86	PUBLIC RELATIONS	36
96	SOLICITOR	1
97	SPECIAL ASSIGNMENT	2
103	SUSPICIOUS ACTIVITY	4
104	SUSPICIOUS PERSON	3
105	SUSPICIOUS VEHICLE	4
11	TRAFFIC STOP	25
111	VEHICLE BLOCKING ROADWAY	2
112	VEHICLE CHECK	1
116	WATER LEAK	1
Total		1,014

SPRING VALLEY VILLAGE POLICE DEPARTMENT

**MONTHLY NEWSLETTER:
OCTOBER 2023**

**1025 CAMPBELL ROAD
HOUSTON, TX 77055
PHONE: 713-465-8323**



**COMMUNITY MATTERS.
WE ARE A TEAM.**

INTRODUCTION

Hilshire Village Residents,

Fall is officially upon us. Hopefully everyone is adjusting to being back in school and getting ready for the cooler weather. Please continue to monitor the water restrictions issued by City Hall.

KEEP IN MIND:

- Be sure to lock all doors and windows in your home, when you are not on the premises.
- Lock your vehicle when it is unoccupied.
- Trick-or-treaters will be out and about on Halloween, so please be cautious while driving through neighborhoods. Lets make this a fun, spooky and safe event for everyone.

As always we are here if you need us!

Sincerely,
Chief M. Schulze



OCTOBER 2023

DATE	DAY	SPECIAL DAYS FOR THIS MONTH
OCTOBER 01, 2023	SUNDAY	BREAST CANCER AWARENESS MONTH
OCTOBER 03, 2023	TUESDAY	NATIONAL NIGHT OUT
OCTOBER 28, 2023	SATURDAY	NATIONAL FIRST RESPONDERS DAY
OCTOBER 31, 2023	TUESDAY	HALLOWEEN



**COMMUNITY MATTERS.
WE ARE A TEAM.**



Suspicious Activity

Suspicious activity is any observed behavior that could indicate a person may be involved in a crime or about to commit a crime. Leaving packages, bags or other items behind. Exhibiting unusual mental or physical symptoms. Unusual noises like screaming, yelling, gunshots or glass breaking. Individuals in a heated argument, yelling or cursing at each other. Unusual items or situations: A vehicle is parked in an odd location, a package is left unattended, a window or door is open that is usually closed, or other out-of-the-ordinary situations occur.

- **If you observe anything that you may feel is suspicious, you can call our non-emergency line 713-465-8323.**

Example of Suspicious Activity:

- An individual peering into vehicle, to try and locate any valuables left unattended
- An individual trying door handles to vehicles, and/or residences to gain access to the vehicle and/or residence
- An individual checking front doors of residences to locate any unattended packages, or individuals following delivery trucks to see where the truck is dropping off packages.



**COMMUNITY MATTERS.
WE ARE A TEAM.**

OCTOBER AWARENESS:



<p>1 in 8 women will get breast cancer.</p>	<p>It is the most common cancer in women, among nearly every racial and ethnic group.</p>
<p>Every year, approximately 232,000 women get diagnosed with breast cancer. 40,000 die.</p>	<p>Men get breast cancer too. Approximately 400 die from the disease every year.</p>

For every **1,000** women who have a screening mammogram

100* out of the 1,000 will return for additional mammogram and/or ultrasound due to something seen in the initial mammogram

61 out of the 1,000 will have the additional imaging and find nothing is wrong

20* out of the 1,000 will find what was seen in the imaging is likely not cancer and return in 6 months to keep watch on the finding

19 out of the 1,000 will have a minimally invasive needle biopsy

5 out of the 1,000 will be diagnosed with breast cancer

When breast cancer is found this way the **cure rate is very high**

To learn more about the benefits and risks of annual mammography, visit MammographySavesLives.org.

MammographySavesLives™
... one of them may be yours

*This will be lower for women who have had prior mammograms and higher for women who are having their first mammogram.

**COMMUNITY MATTERS.
WE ARE A TEAM.**

SPRING VALLEY POLICE DEPARTMENT



**COMMUNITY MATTERS.
WE ARE A TEAM.**

Memorial Villages Recycling Event
Electronics, Metals, Reuse, Shredding & Rx Disposal
 Saturday, October 28th 8:00 a.m. – 12:00 p.m.
 Hedwig Village City Hall Parking Lot
 955 Piney Point, Houston, TX 77024

Do Bring working

- **Electronics Such As**
- **Furniture Such As**
- **Gently used Clothes**
- **Gently used Toys**

Do Not Bring

- **Large Appliances such as**
- **Electronic Parts**
- **Furniture Such As**
- **Toxic/Broken/or Household Items such as**

SHREDDING
 Paper Only!
Not Accepted:
 Cardboard Boxes

RX DISPOSAL
 Pill Form Medications
 (No packaging or containers)
Not Accepted:
 Liquid Medications * Packaged Pills

*Sponsored by the Cities of Bunker Hill, Hedwig Village, Hilshire,
 Hunters Creek, Piney Point and Spring Valley Village*
See Full Details On the Following Page

1025 CAMPBELL ROAD, HOUSTON, TX 77055

PHONE: 713-465-8323 / EMAIL:
 DISPATCH@SPRINGVALLEYTX.COM

SPRING VALLEY POLICE DEPARTMENT HILSHIRE VILLAGE

CALLS BY TYPE: 09-01-2023 THRU 09-30-2023

TYPE	DESCRIPTION	#OF
21	911 HANG UP	1
6	ACCIDENT	1
22	ALARM	2
23	AMBULANCE CALL	3
135	BUSINESS CHECK	872
68	HOUSE CHECK	43
70	INFORMATION	2
71	INVESTIGATION	1
76	LOUD NOISE	1
81	OPEN DOOR	7
162	PARKING VIOLATION	2
86	PUBLIC RELATIONS	36
96	SOLICITOR	1
97	SPECIAL ASSIGNMENT	2
103	SUSPICIOUS ACTIVITY	4
104	SUSPICIOUS PERSON	3
105	SUSPICIOUS VEHICLE	4
11	TRAFFIC STOP	25
111	VEHICLE BLOCKING ROADWAY	2
112	VEHICLE CHECK	1
116	WATER LEAK	1
	TOTAL	1014



**COMMUNITY MATTERS.
WE ARE A TEAM.**

1025 CAMPBELL ROAD, HOUSTON, TX 77055

PHONE: 713-465-8323 / EMAIL:
DISPATCH@SPRINGVALLEYTX.COM

IMPORTANT NUMBERS AT A GLANCE



**COMMUNITY MATTERS.
WE ARE A TEAM.**

EMERGENCY

NON - EMERGENCY

911 - FOR ALL EMERGENCY	713-465-8323
988 – NATIONAL SUICIDE & MENTAL HEALTH	

SPRING VALLEY VILLAGE

VILLAGE FIRE DEPARTMENT

SPRING VALLEY - CITY HALL	713-465-8308	VILLAGE FIRE DEPARTMENT	713-465-2323
SPRING VALLEY - PD	713-465-8323	VFD - NON-EMERGENCY	713-468-7941
SPRING VALLEY - PD FAX	713-465-3135		
SPRING VALLEY - COURT	713-465-0333		

HILSHIRE VILLAGE

HILSHIRE VILLAGE – CITY HALL	713-973-1779		
------------------------------	--------------	--	--

Status	Address	Construction Type
Active	1210 Ridgeley Dr	New Construction
Active	1311 Friarcreek Ln	New Construction
Active	1315 Friarcreek	New Construction
Active	1126 Guinea Drive	New Construction
Active	1131 Wirt	Swimming Pool
Active	1242 Ridgeley	Remodel & Drainage
Active	1242 Ridgeley	Swimming Pool
Active	1306 Glourie Dr	New Construction
Active	8005 Anadell	New Construction
Active	1218 Ridgeley	Swimming Pool
Active	1319 Pine Chase	Remodel
Active	1226 Glourie Dr	New Construction
Active	8002 Burkhart	New Construction
Permit Pending	1210 Hilshire Villas	New Construction
Permit Pending	1236 Archley	New Construction
Permit Pending	1201 Archley	New Construction
Permit Pending	14 Pine Creek	Swimming Pool
Permit Pending	1241 Ridgeley	Swimming Pool
Permit Pending	1126 Guinea Drive	Swimming Pool
Anticipated	1222 Glourie	New Construction
Anticipated	1117 Guinea	New Construction

Plan Review Permit Log

	Date	Permit Number	Address	Issued To	Amount Received	Description / Scope
1	9/5/2023	HV-23-043B	1226 Glourie Drive	McHugh Homes	\$ 8,244.46	NSFR
2	9/5/2023	HV-23-043D	1226 Glourie Drive	McHugh Homes	\$ 460.00	Drainage-NSFR
3	9/5/2023	HV-23-031P	1319 Pine Chase	Han Conn Plumbing	\$ 380.00	Plumbing -Remodel
4	9/5/23	HV-23-070	1335 Friarcreek	S & B Plumbing	\$ 180.00	Plumbing - Repipe
5	9/6/23	HV-23-069	1205 Archley	Kohler	\$ 160.00	HVAC Repair
6	9/7/2023	HV-23-052SPP	1218 Ridgeley	Kalin Plumbing	\$ 280.00	Plumbing -Swimming Pool
7	9/7/2023	HV-23-059GP	1330 Glourie Drive	Tri-Tek Plumbing	\$ 280.00	Plumbing-Generator
8	9/8/23	HV-22-093S	1126 Guinea	Rangels Sprinkler	\$ 240.00	Irrigation
9	9/8/23	HV-23-052SPE	1218 Ridgeley Dr.	ServTech Electric Co	\$ 255.00	Plumbing-Swimming Pool
	9/8/23	HV-23-071SP	1241 Ridgeley	Coerver Custom Home	\$ 140.00	Plan Review -Swimming Pool
10	9/12/2023	HV-23-045	1109 Ridgeley	RL Builders	\$ 160.00	Min. Building Permit
11	9/12/23	HV-23-043E	1226 Glourie Drive	House of Power	\$ 455.00	Electrical -NSFR
12	9/18/23	HV-23-072D30	7 Pine Creek Lane	Danamar	\$ 25.00	Dumpster
13	9/19/2023	HV-22-048SPP	1210 Ridgeley Dr	Gold Plumbing	\$ 280.00	Plumbing-Swimming Pool
14	9/21/2023	HV-23-074T	2 Pine Creek	VR Maintenance	\$ -	Tree-Dead
15	9/25/23	HV-23-007H	1306 Glourie	Davis Air Conditioning	\$ 405.00	HVAC- NSFR
16	9/26/2023	HV-23-075P	1319 Friarcreek	S&B Plumbing	\$ 180.00	Plumbing -Repipe
17	9/26/2023	HV-23-072B	7 Pine Creek Lane	Danamar	\$ 210.00	Min Bldg- Wall
18	9/27/2023	HV-23-029B	8002 Burkhart	Modern Bungalow	\$ 9,337.78	NSFR -Building
19	9/27/2023	HV-23-029DEMO	8002 Burkhart	Modern Bungalow	\$ 460.00	NSFR -Drainage
20	9/27/2023	HV-23-080D	1236 Archley	Sugar Creek Living	\$ 1,800.00	Plan Review - Drainage
	9/27/2023	HV-23-080B	1236 Archley	Sugar Creek Living	\$ 4,197.90	Plan Review -NSFR
	9/28/2023	HV-22-048SPE	1210 Ridgeley Dr	ServTech Electric Co	\$ 205.00	Electrical -Swimming Pool
21	9/28/2023	HV-23-076T	1310 Glourie	OM Tree Service	\$ -	Tree Removal - Dead
22	9/28/2023	HV-23-029P	8002 Burkhart	iPlumb LLC	\$ 530.00	Plumbing -NSFR
23	9/29/2023	HV-23-061DEMO	1117 Guinea	Dennis Williams Co, In	\$ 330.00	Demolition

Permits	
Demolition	1
Drainage	3
Dumpster	1
Electrical	2
Fire Sprinkler	0
HVAC	2
NSFR	2
Plumbing	8
Remodel	1
NSFR	1
Tree Removal	2
Total	23

Inspection Log

Log #	Address	Permit #	Inspection Type	Result	Date	Inspector
23-264	1210 Ridgeley Dr	HV-22-048E	Underground Electrical	PASS	9/5/23	BBG
23-265	1226 Glourie Drive	HV-23-043	Tree Protection Fencing	FAIL	9/6/23	Cary Moran
23-266	1226 Glourie Drive	HV-23-043	Silt Protection Fencing	PASS	9/5/23	HDR
23-267	1226 Glourie Drive	HV-23-043	Perimeter Protection Fencing	PASS	9/6/23	BBG
23-268	1210 Ridgeley	HV-22-048E	TCI	PASS	9/6/23	BBG
23-269	1306 Glourie Dr	HV-23-007D	Clips & Straps	PASS	9/7/23	BBG
23-270	1242 Ridgeley	HV-23-022P	plumbing underground	PASS	9/7/23	BBG
23-270	1242 Ridgeley	HV-23-022P	Sewer	PASS	9/7/23	BBG
23-271	1330 Glourie	HV-23-0659GP	Gas Test	PASS	9/7/23	BBG
23-272	1226 Glourie	HV-23-043	Tree Protection Fencing	PASS	9/8/23	Cary Moran
23-273	1218 Ridgeley	HV-23-052SPP	ground/vaccum breaker	PASS	9/8/23	BBG
23-274	1218 Ridgeley	HV-23-052SPP	gas test	PASS	9/8/23	BBG
23-275	1315 Friarcreek	HV-22-071B	Stucco/Lath	PASS	9/12/23	BBG
23-276	1242 Ridgeley	HV-23-022B	Foundation	PASS	9/12/23	BBG
23-277	1218 Ridgeley	HV-23-052SPE	Pool Electrical Underground	PASS	9/12/23	BBG
23-278	1310 Glourie	HV-23-012GP	Generator- Plumbing	PASS	9/13/23	BBG
23-279	1225 Archley	HV-23-054GP	Generator Underground	FAIL	9/14/23	BBG
23-280	1225 Archley	HV-23-054GP	Generator Gast Test	FAIL	9/14/23	BBG
23-281	1225 Archley	HV-23-054GP	Generator Plumbing Final	FAIL	9/14/23	BBG
23-282	1205 Archley Dr	HV-23-069	Electric Final	PASS	9/7/23	BBG
23-283	1205 Archley Dr	HV-23-069	Electric Rough-in	PASS	9/7/23	BBG
23-284	1335 Firarcreek	HV-23-070	Final Plumbing	PASS	9/7/23	BBG
23-285	1335 Firarcreek	HV-23-070	Plumbing Rough	PASS	9/7/23	BBG
23-286	1324 Pine Chase Drive	HV-23-027	Mechanical Final HVAC	PASS	5/12/23	BBG
23-287	1027 Glourie	HV-23-034	Mech Final	PASS	9/14/23	BBG
23-288	1315 Firarcreek	HV-22-071P	Gas Test	FAIL	9/14/23	BBG
23-289	1306 Glourie Dr	HV-23-007B	Nail Pattern	PASS	9/15/23	BBG
23-289	1306 Glourie Dr	HV-23-007B	Nail Pattern	PASS	9/15/23	BBG
23-291	1226 Glourie	HV-23-043E	T-Pole	PASS	9/19/23	BBG
23-292	8005 Anadell	Hv-22-091B	Hurricane Clips & Straps	PASS	9/19/23	BBG
23-288	1315 Firarcreek	HV-22-071P	Gas Test	PASS	9/14/23	BBG
23-294	1311 Friarcreek	HV-22-078D	Partial Front Yard Drainage	PASS	9/20/23	HDR
23-295	1210 Ridgeley	HV-22-048SPP	Gas Test	PASS	9/20/23	BBG
23-296	1210 Ridgeley	HV-22-048SPP	Vaccum Breaker	PASS	9/20/23	BBG
23-298	8005 Anadell St	HV-22-091B	Nail Pattern	PASS	9/25/23	BBG
23-299	1126 Guinea	HV-22-093S	Irriation -Cover	PASS	9/27/23	BBG
23-300	1117 Guinea	HV-23-061	Sewer Disconnect	PASS	9/27/23	BBG
23-301	1242 Ridgeley	HV-23-022B	Hurricane Clips & Straps	PASS	9/27/23	BBG
23-302	1117 Guinea	HV-23-061	Perimeter Fencing	PASS	9/27/23	BBG
23-303	1117 Guinea	HV-23-061	Silt Fencing	PASS	9/27/23	HDR
23-304	1117 Guinea	HV-23-061	Tree Protection	PASS	9/27/23	Cary Moran
23-305	14 Pine Creek In	HV-23-064SP	Silt Fencing	PASS	9/27/23	HDR
VIRTUAL	1319 Friarcreek	HV-23-075P	Plumbing Rough	PASS	9/27/23	BBG

Inspections:	
Cancelled	0
Failed	5
Pass	38
Total	43



October 13, 2023

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

Re: Engineer's Report for October 17, 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 September 18, 2023 to October 13, 2023.

1. On-Going Services (10361759):

a. 1201 Archley Drive –

- On October 11, 2023, HDR received a Pool Drainage Plan for 1201 Archley Drive. The drainage plan is currently being reviewed for comments.

b. 1225 Archley Drive –

- On October 6, 2023, HDR reviewed and returned comments for a right of way permit at 1225 Archley Drive for the installation of gas service to this address. The right-of-way permit was approved with exceptions noted.

c. 1236 Archley Drive –

- On October 10, 2023, HDR reviewed and returned comments for the Drainage Plan for 1236 Archley Drive. The drainage plan shall be revised and resubmitted to address all comments.

d. 8002 Burkhart Road –

- On September 25, 2023, HDR reviewed and returned comments for the Drainage Plan for 8002 Burkhart Road. All previous comments/corrections were addressed by the engineer on September 20, 2023. The drainage plan was approved with exceptions noted.
- On September 27, 2023, HDR attended the pre-construction meeting for 8002 Burkhart Road. The Developer was made aware of the pertinent construction items for drainage as noted in the City Code of Ordinances

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. 1311 Friarcreek Lane –
 - On September 21, 2023, HDR provided a drainage cover inspection for 1311 Friarcreek Lane. The initial inspection required corrections, with reinspection performed same day and passed with exceptions noted.

- f. 1315 Friarcreek Lane –
 - On September 26, 2023, HDR received a Drainage Plan Amendment resubmittal for 1315 Friarcreek Lane. The drainage plan amendment is currently being reviewed for comments.
 - On October 12, 2023, HDR received a right of way permit for 1315 Friarcreek Lane. The right of way permit is currently being reviewed for comments.

- g. 1117 Guinea Drive –
 - On September 27, 2023, HDR provided a pre-demolition inspection for 1117 Guinea Drive. The inspection passed with exceptions noted.

- h. 1126 Guinea Drive –
 - On October 12, 2023, HDR received a Pool Drainage Plan for 1126 Guinea Drive. The pool drainage plan is currently being reviewed for comments.

- i. 14 Pine Creek Lane –
 - On September 20, 2023, HDR reviewed and returned comments for the Pool Drainage Plan for 14 Pine Creek Lane. The pool drainage plan shall be revised and resubmitted to address all comments.
 - On September 27, 2023, HDR provided a pre-construction inspection for 14 Pine Creek Lane. The inspection failed and will require a re-inspection prior to construction.
 - On September 28, 2023, HDR received a Pool Drainage Plan for 1126 Guinea Drive and was reviewed with one outstanding comment regarding the pool setback noted on October 3, 2023 to the Contractor. On October 12, 2023, a pool drainage plan was resubmitted to update the pool setback and is currently being reviewed for comments.

- j. 1310 Ridgeley Drive –
 - On September 13, 2023, HDR received the remaining information for the As Built Erosion Control Plan submittal for 1310 Ridgeley Drive. The plan submittal is currently being reviewed for comments and as built inspection pending.

k. City Water and Testing

- InfraMark continues to monitor and report to City Staff the chlorine residuals and water pressures as part of the daily testing of City water and have remained within State compliance. The water pressures have improved (i.e. mid 40's vs low 30's psi) in the past weeks due in part to the recent cooler temperatures experienced in the area; however, we will continue to monitor them until the system normalizes again.
- InfraMark provided a copy of the City's 2022 Monitoring Plan, as well as information from their Compliance Department regarding the testing/sampling of the City's Water Entry Point(s), for HDR's review. HDR performed a cursory review of the documentation provided prior to the Zoom Meeting held on September 28, 2023 with the City and InfraMark where we discussed preliminary testing schedule requirements and revision recommendations to the City's Monitoring Plan.
- In general, the testing requirements and procedures followed by InfraMark are in line with TCEQ requirements and our recommendations but with minor revisions regarding testing at Water Entry Point(s). As noted by InfraMark's Compliance Department: *"They (Hilshire Village) have 318 connections and 954 population therefore they are required to take one distribution residual daily. Residuals taken at the interconnects are entry point residuals and are considered process control samples because they are not reported for compliance purposes. Because this system has a history of not being able to maintain a minimum residual, I would strongly recommend they keep sampling at the interconnects daily."*
- HDR agrees with InfraMark's Compliance Department regarding the need to monitor and sample disinfection residuals at the Water Entry Point(s). We do understand that additional testing above and beyond what is normally required would be needed in response to action level triggers and/or low disinfectant residual on the system, especially in the Summer or during extreme high temperatures as experienced this year. However, a 260% cost increase for testing (\$2,000/month to \$7,200/month) is excessive, and it is the main concern for the City.
- In order to better understand the cost increase, we requested InfraMark to provide a detail cost breakdown and unit price per each test required and determine the monthly testing cost based on the recommended Water Testing Schedule provided by HDR. Based on the individual tests unit price, we could then set up additional pay items in InfraMark's fee structure for any additional or supplemental testing required above and beyond what is normally required.

- The City's Monitoring Plan only listed one (1) Water Entry Point located at City Hall, and that is the only one they have been sampling/testing. Although approximately 60% of the water consumed by the City comes from this entry point, HDR asked InfraMark to update the Monitoring Plan to include the other four (4) Water Entry Points to the City and rotate the sampling/testing to get a better representation of the water quality throughout the City.
- On October 20, 2023, HDR also reviewed and coordinated with the City and InfraMark on the proposal for the removal and replacement of the 6-inch Backflow Preventer/Reduced Pressure Zone (BFP/RPZ) Assembly on Pine Chase Grove. This proposal will be included as an Action Item in the October 17, 2023 Regular City Council Meeting Agenda for review and approval.

l. Hilshire Green Paving, Drainage & Utility Improvements –

- HDR is currently waiting on Survey and Geotechnical information to begin the preparation of drawing backgrounds. HDR has started the preparation of general drawing sheets and standard details, as well as, the technical specifications, while we wait for the survey and geotechnical information.
- As previously noted, HDR has secured private utility companies request records research on their existing facilities to aid in the preparation of drawing backgrounds.
- Once a preliminary design is completed, copies of the plan and profile drawings will be forwarded to C.N. Koehl Urban Forestry (HDR Urban Forester Subconsultant) for review and recommendations on Tree Protection Plans.

m. Pine Chase Grove Water Meters –

- HDR has continued to process and review the topographic survey information in order to provide an update with existing conditions and detail recommendations for improving the water meter area along with grading and drainage.

n. Wirt Road Safety Project/ Interlocal Agreements –

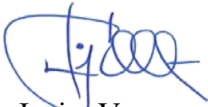
- HDR continues to coordinate with Mr. Jose Laguna (COH Interagency Coordinator) regarding the status of the Design Concept Report (DCR) Intake Form review. Mr. Laguna noted that it is still under review and recommended we reach out to Mr. Patrick Nguyen (City TDO) to request a waiver from the DCR process in order to expedite the review and approval of this project.

- The Interlocal Agreement (ILA) between Hilshire Village and the City of Houston was in the City of Houston's September 20, 2023 Council Consent Agenda for approval; however, it was pulled and included in the September 26, 2023 Council Consent Agenda where it appears to have been approved. HDR has reached out to Mr. Embry Woods (COH) to request a copy of the executed ILA; however, we are still waiting for a response.

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

Sincerely,

HDR Engineering, Inc.



Efrain Him, P.E. for

Javier Vasquez, P.E., CFM

City Engineer for City of Hilshire Village

cc: Files (10361759)



Village Fire Department
 901 Corbindale Rd
 Houston, TX, 77024
 Phone# (713) 468-7941 Fax# (713) 468-5039

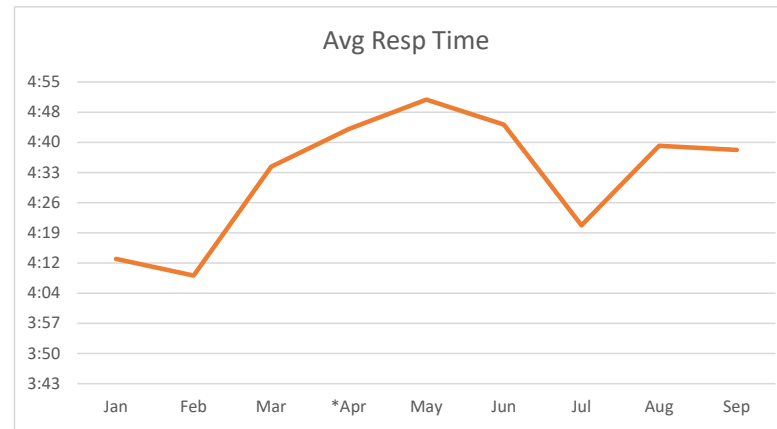
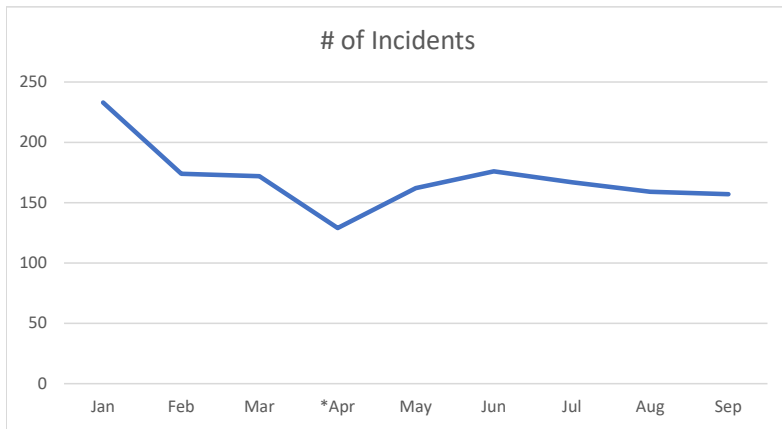
September 2023 Summary - All Cities

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total YTD
TOTAL	233	174	172	174	210	218	221	210	223	1835
Adominal Pain	2	0	3	1	0	1	1	1	2	11
Allergic Reaction	1	0	1	1	1	2	1	4	2	13
Animal Bite	1	0	1	0	0	0	0	0	0	2
Apartment Fire	2	0	1	0	0	1	0	0	0	4
Assault	0	0	0	0	1	1	0	1	0	3
Automatic Aid	2	0	1	1	1	0	1	0	1	7
Automatic Aid- Apartment Fire	15	9	7	8	9	1	6	5	13	73
Automatic Aid- Building Fire	4	3	2	4	4	0	2	2	5	26
Automatic Aid- Elevator Rescue	1	0	2	1	1	1	2	5	1	14
Automatic Aid- Entrapment MVC	0	2	2	1	0	0	0	0	2	7
Automatic Aid- Gas Leak	3	7	4	4	3	1	1	5	0	28
Automatic Aid- High Rise Fire	3	1	0	0	1	0	1	0	1	7
Automatic Aid- House Fire	6	3	2	1	0	0	0	0	0	12
Back Pain	0	1	2	0	0	0	2	0	1	6
Business Fire	0	1	0	1	0	0	0	0	2	4
Carbon Monoxide Detector No Symptoms	2	3	5	1	1	5	2	8	4	31
Cardiac/Respiratory Arrest	1	1	2	0	1	0	0	1	0	6
Check a Noxious Odor	1	0	2	0	0	0	0	1	0	4
Check for Fire	0	1	1	0	0	0	0	0	1	3
Check for the Smell of Natural Gas	10	1	0	6	0	2	0	3	1	23
Check for the Smell of Smoke	2	1	1	2	0	0	0	0	0	6
Chest Pain	8	13	2	2	4	3	6	5	5	48
Child Locked in a Vehicle Engine and AC running	0	1	1	0	0	0	0	0	0	2
Child Locked in a Vehicle Engine and AC not running	0	0	0	0	1	0	0	1	0	2
Choking	0	0	0	0	0	0	3	0	0	3
Diabetic Emergency	0	0	0	1	2	1	2	2	1	9
Difficulty Breathing	12	2	8	5	3	11	6	11	9	67
Drowning	0	0	0	0	0	0	1	0	1	2
Electrical Fire	1	0	0	0	1	0	1	0	0	3
Elevator Rescue	3	0	1	1	1	1	0	0	1	8
Fall Victim	8	6	13	7	14	14	12	8	9	91
Fire Alarm Business	4	7	1	5	4	5	7	9	6	48
Fire Alarm Church or School	5	2	4	4	8	15	1	3	8	50
Fire Alarm Residence	46	17	19	36	38	50	46	28	34	314
Gas Leak	2	4	3	1	1	3	0	1	2	17
Grass Fire	0	0	0	0	1	2	1	0	2	6

Month	# of Incidents	Avg Resp Time
Jan	233	4:13
Feb	174	4:09
Mar	172	4:35
*Apr	129	4:44
May	162	4:51
Jun	176	4:45
Jul	167	4:21
Aug	159	4:40
Sep	157	4:39

* Note: Excludes cancelled calls beginning in April.

HAZMAT Emergency	0	0	0	0	0	0	0	1	0	1
Headache - Stroke symptoms not present	0	0	2	0	0	0	0	0	0	2
Heart Problems	5	4	5	5	10	6	8	8	7	58
Heat/Cold Exposure	0	0	0	0	0	2	0	1	2	5
Hemorrhage/Laceration	4	1	2	2	1	2	4	2	0	18
House Fire	2	1	1	1	1	2	3	2	0	13
Injured Party	2	2	2	1	4	3	2	6	2	24
Medical Alarm	3	3	1	7	8	4	5	9	7	47
Motor Vehicle Collision	17	21	13	19	27	19	21	20	24	181
Motor Vehicle Collision with Entrapment	0	1	2	0	0	0	3	1	1	8
Object Down in Roadway	0	0	1	2	5	5	1	1	2	17
Oven/Appliance Fire	0	0	0	0	0	0	0	0	1	1
Overdose/Poisoning	1	3	2	2	1	3	4	2	1	19
Possible D.O.S.	1	2	1	2	1	1	0	0	0	8
Powerlines Down Arcing/Burning	2	0	0	4	3	8	2	5	4	28
Pregnancy/ Childbirth	1	0	0	2	0	0	0	0	0	3
Psychiatric Emergency	3	4	5	1	1	1	4	2	1	22
Seizures	4	6	4	3	2	2	3	3	2	29
Service Call Non-emergency	12	16	12	3	3	1	14	10	16	87
Shooting/Stabbing	0	0	0	0	2	0	0	0	0	2
Sick Call	12	14	14	8	19	18	20	18	17	140
Smoke in Business	0	0	0	0	1	0	0	0	0	1
Stroke	1	2	1	1	3	5	4	3	3	23
Transformer Fire	1	0	2	3	1	1	1	1	1	11
Trash Fire	1	0	1	0	0	0	0	1	0	3
Traumatic Injury	0	0	2	1	0	1	1	0	0	5
Unconscious Party/Syncope	8	6	3	9	14	9	13	7	12	81
Unknown Medical Emergency	6	2	4	1	2	5	2	1	2	25
Vehicle Fire	2	0	1	3	0	0	1	2	4	13





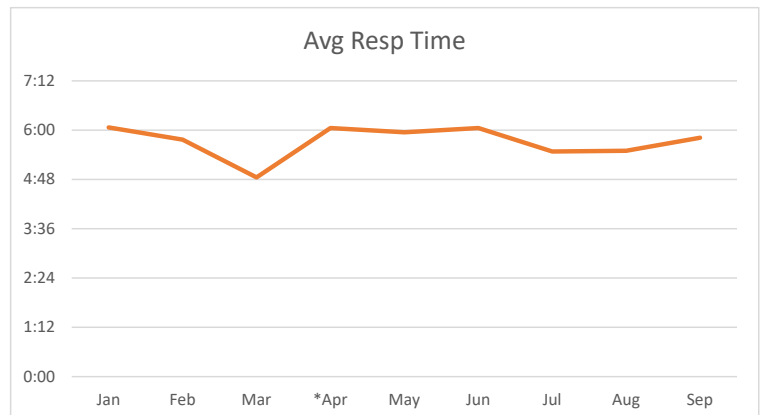
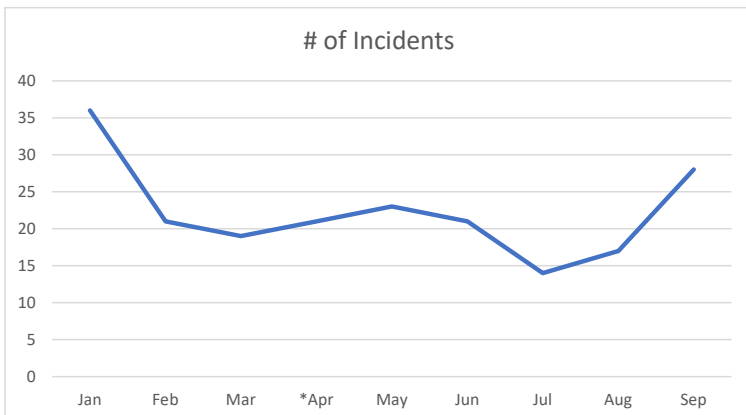
Village Fire Department
 901 Corbindale Rd
 Houston, TX, 77024
 Phone# (713) 468-7941 Fax# (713) 468-5039

September 2023 Summary - Bunker Hill

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total YTD
TOTAL	36	21	19	27	32	21	17	22	37	232
Allergic Reaction	0	0	0	0	0	1	0	0	0	1
Assault	0	0	0	0	1	0	0	0	0	1
Business Fire	0	1	0	0	0	0	0	0	0	1
Carbon Monoxide Detector No Symptoms	0	1	3	0	0	0	0	0	3	7
Cardiac/Respiratory Arrest	1	0	0	0	0	0	0	0	0	1
Check for Fire	0	0	0	0	0	0	0	0	1	1
Check for the Smell of Natural Gas	3	0	0	2	0	0	0	0	0	5
Check for the Smell of Smoke	1	0	0	0	0	0	0	0	0	1
Chest Pain	0	0	0	0	0	1	1	1	1	4
Diabetic Emergency	0	0	0	0	0	0	1	0	0	1
Difficulty Breathing	4	0	4	0	0	1	1	4	1	15
Fall Victim	0	1	0	2	2	2	0	1	3	11
Fire Alarm Business	0	1	0	0	0	0	0	0	0	1
Fire Alarm Church or School	1	0	0	1	0	1	0	1	2	6
Fire Alarm Residence	9	3	4	6	8	6	6	5	7	54
Gas Leak	0	0	1	1	0	1	0	1	0	4
Grass Fire	0	0	0	0	0	1	0	0	0	1
Headache - Stroke symptoms not present	0	0	1	0	0	0	0	0	0	1
Heart Problems	0	1	0	1	2	1	1	0	3	9
Heat/Cold Exposure	0	0	0	0	0	0	0	1	0	1
Hemorrhage/Laceration	0	0	0	1	0	0	0	0	0	1
House Fire	1	0	0	0	0	0	0	1	0	2
Injured Party	1	0	0	0	1	0	0	1	2	5
Medical Alarm	0	1	0	3	0	0	0	1	1	6
Motor Vehicle Collision	1	0	1	2	6	0	0	1	3	14
Object Down in Roadway	0	0	0	1	2	0	0	0	0	3
Overdose/Poisoning	1	0	0	0	0	1	0	1	1	4
Possible D.O.S.	1	0	0	0	0	0	0	0	0	1
Powerlines Down Arcing/Burning	0	0	0	1	1	0	0	0	0	2
Psychiatric Emergency	1	0	0	1	0	0	0	0	0	2
Seizures	1	1	1	1	1	1	0	0	0	6
Service Call Non-emergency	6	7	2	1	2	0	1	0	4	23
Shooting/Stabbing	0	0	0	0	2	0	0	0	0	2
Sick Call	1	4	1	1	3	1	2	3	2	18
Stroke	1	0	0	1	1	1	0	0	1	5
Transformer Fire	0	0	0	1	0	0	0	0	0	1
Unconscious Party/Syncope	1	0	0	0	0	1	3	0	2	7
Unknown Medical Emergency	1	0	1	0	0	1	1	0	0	4

Month	# of Incidents	Avg Resp Time
Jan	36	6:04
Feb	21	5:46
Mar	19	4:51
*Apr	21	6:03
May	23	5:57
Jun	21	6:03
Jul	14	5:29
Aug	17	5:30
Sep	28	5:49

* Note: Excludes cancelled calls beginning in April.





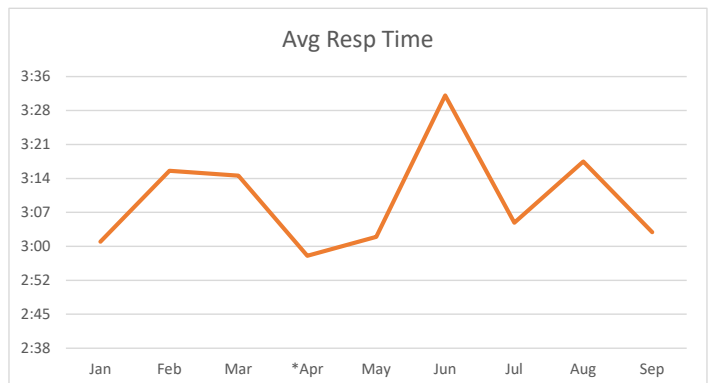
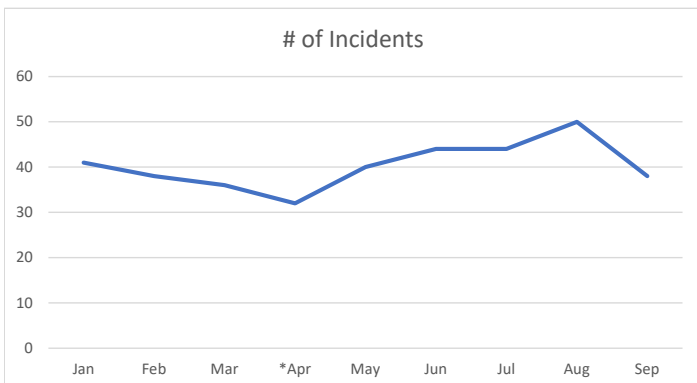
Village Fire Department
 901 Corbindale Rd
 Houston, TX, 77024
 Phone# (713) 468-7941 Fax# (713) 468-5039

September 2023 Summary - Hedwig

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total YTD
TOTAL	41	38	36	34	41	46	52	56	44	388
Adominal Pain	0	0	2	1	0	0	1	1	0	5
Allergic Reaction	0	0	1	1	1	1	1	0	1	6
Apartment Fire	1	0	1	0	0	1	0	0	0	3
Assult	0	0	0	0	0	1	0	0	0	1
Back Pain	0	0	0	0	0	0	1	0	0	1
Business Fire	0	0	0	1	0	0	0	0	1	2
Carbon Monoxide Detector No Symptoms	0	0	0	0	0	0	0	1	0	1
Check a Noxious Odor	1	0	0	0	0	0	0	0	0	1
Check for the Smell of Natural Gas	0	0	0	1	0	2	0	1	0	4
Check for the Smell of Smoke	0	0	1	1	0	0	0	0	0	2
Chest Pain	3	5	1	0	0	1	3	2	1	16
Choking	0	0	0	0	0	0	1	0	0	1
Diabetic Emergency	0	0	0	0	1	1	1	1	1	5
Difficulty Breathing	1	2	1	2	0	3	1	3	1	14
Electrical Fire	1	0	0	0	0	0	0	0	0	1
Elevator Rescue	0	0	0	0	0	1	0	0	0	1
Fall Victim	3	3	3	1	5	2	3	2	2	24
Fire Alarm Business	1	3	1	2	1	3	6	8	3	28
Fire Alarm Church or School	0	0	3	2	8	6	1	0	2	22
Fire Alarm Residence	7	2	1	5	1	0	4	3	5	28
Gas Leak	1	1	1	0	0	0	0	0	0	3
Heart Problems	1	2	0	3	3	2	1	3	3	18
Heat/Cold Exposure	0	0	0	0	0	1	0	0	1	2
Hemorrhage/Laceration	1	0	1	0	0	0	1	0	0	3
House Fire	0	0	0	0	0	0	1	1	0	2
Injured Party	1	2	0	0	2	0	0	4	0	9
Medical Alarm	0	0	0	0	1	1	0	0	0	2
Motor Vehicle Collision	5	6	5	2	3	2	6	9	7	45
Object Down in Roadway	0	0	0	0	0	2	0	0	0	2
Overdose/Poisoning	0	2	1	1	0	0	0	0	0	4
Possible D.O.S.	0	1	1	0	0	0	0	0	0	2
Powerlines Down Arcing/Burning	0	0	0	0	0	3	0	1	0	4
Pregnancy/ Childbirth	0	0	0	2	0	0	0	0	0	2
Psychiatric Emergency	1	0	2	0	0	0	1	0	0	4
Seizures	2	1	1	1	0	0	2	1	1	9
Service Call Non-emergency	0	4	3	0	0	0	5	3	5	20
Sick Call	5	2	2	2	5	7	6	5	4	38
Smoke in Business	0	0	0	0	1	0	0	0	0	1
Stroke	0	0	0	0	2	0	1	2	0	5
Transformer Fire	0	0	1	0	0	0	0	1	0	2
Trash Fire	0	0	0	0	0	0	0	1	0	1
Traumatic Injury	0	0	1	0	0	0	0	0	0	1
Unconscious Party/Syncope	3	1	1	5	6	3	5	2	6	32
Unknown Medical Emergency	2	1	1	1	1	3	0	0	0	9
Vehicle Fire	1	0	0	0	0	0	0	1	0	2

Month	# of Incidents	Avg Resp Time
Jan	41	3:01
Feb	38	3:16
Mar	36	3:15
*Apr	32	2:58
May	40	3:02
Jun	44	3:32
Jul	44	3:05
Aug	50	3:18
Sep	38	3:03

* Note: Excludes cancelled calls beginning in April.





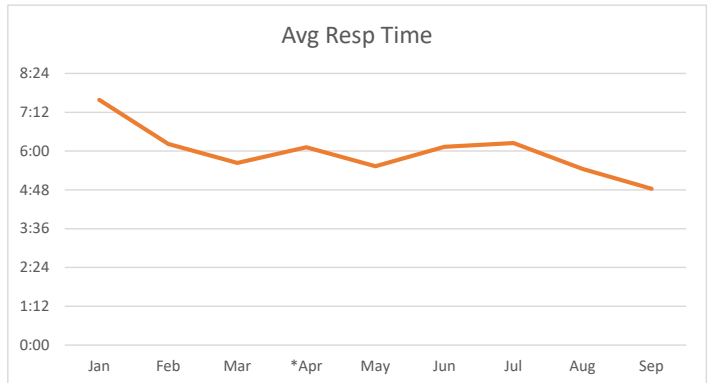
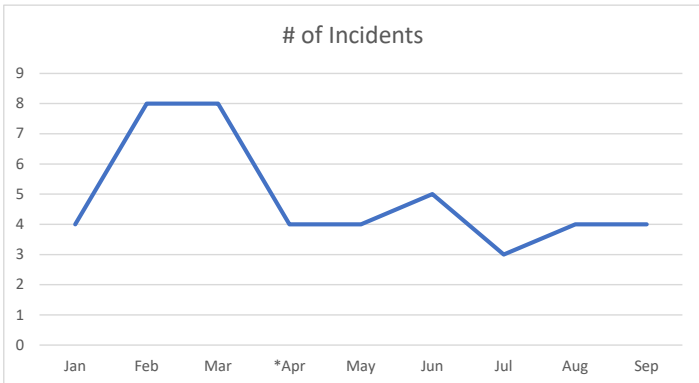
Village Fire Department
 901 Corbindale Rd
 Houston, TX, 77024
 Phone# (713) 468-7941 Fax# (713) 468-5039

September 2023 Summary - Hilshire

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total YTD
TOTAL	4	8	8	5	4	5	4	7	5	50
Back Pain	0	0	0	0	0	0	1	0	0	1
Carbon Monoxide Detector No Symptoms	1	0	0	0	0	0	0	0	0	1
Check for the Smell of Natural Gas	1	0	0	0	0	0	0	1	0	2
Chest Pain	1	1	0	0	1	0	0	0	0	3
Fall Victim	0	1	2	0	0	0	0	0	0	3
Fire Alarm Business	0	0	0	0	0	0	0	1	0	1
Fire Alarm Church or School	0	0	0	1	0	0	0	0	0	1
Fire Alarm Residence	0	0	0	0	2	1	0	1	0	4
Heart Problems	0	0	1	0	0	1	0	0	0	2
Hemorrhage/Laceration	0	1	0	1	0	0	0	0	0	2
Medical Alarm	0	0	0	0	1	0	0	1	0	2
Motor Vehicle Collision	0	1	0	1	0	3	0	0	1	6
Motor Vehicle Collision with Entrapment	0	0	2	0	0	0	0	0	0	2
Object Down in Roadway	0	0	0	1	0	0	0	0	0	1
Overdose/Poisoning	0	0	0	0	0	0	1	0	0	1
Possible D.O.S.	0	1	0	0	0	0	0	0	0	1
Powerlines Down Arcing/Burning	0	0	0	0	0	0	1	1	0	2
Psychiatric Emergency	1	0	0	0	0	0	0	0	0	1
Service Call Non-emergency	0	2	1	0	0	0	0	0	1	4
Sick Call	0	1	2	1	0	0	1	1	2	8
Unconscious Party/Syncope	0	0	0	0	0	0	0	1	0	1
Unknown Medical Emergency	0	0	0	0	0	0	0	0	1	1

Month	# of Incidents	Avg Resp Time
Jan	4	7:35
Feb	8	6:13
Mar	8	5:38
*Apr	4	6:07
May	4	5:32
Jun	5	6:08
Jul	3	6:15
Aug	4	5:27
Sep	4	4:50

* Note: Excludes cancelled calls beginning in April.





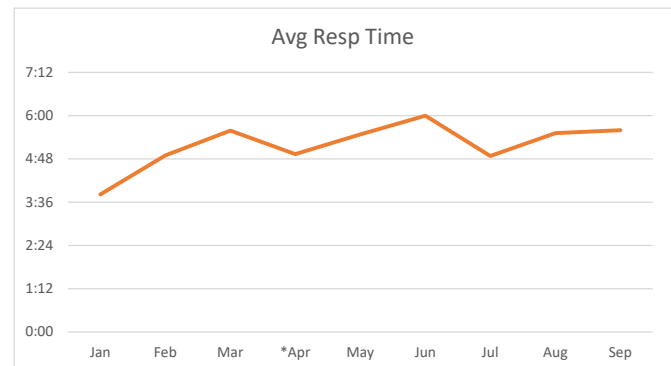
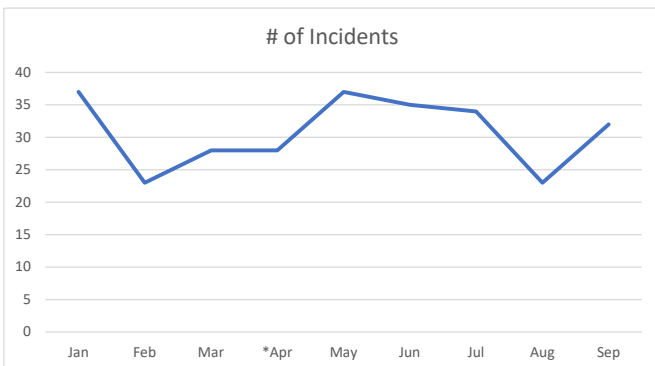
Village Fire Department
 901 Corbindale Rd
 Houston, TX, 77024
 Phone# (713) 468-7941 Fax# (713) 468-5039

September 2023 Summary - Hunters Creek

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total YTD
TOTAL	37	23	28	38	43	44	43	29	41	326
Abdominal Pain	0	0	0	0	0	1	0	0	1	2
Allergic Reaction	0	0	0	0	0	0	0	1	1	2
Animal Bite	0	0	1	0	0	0	0	0	0	1
Back Pain	0	0	1	0	0	0	0	0	0	1
Carbon Monoxide Detector No Symptoms	1	1	0	1	0	1	1	2	0	7
Cardiac/Respiratory Arrest	0	0	1	0	0	0	0	0	0	1
Check a Noxious Odor	0	0	1	0	0	0	0	0	0	1
Check for the Smell of Natural Gas	1	0	0	1	0	0	0	0	1	3
Check for the Smell of Smoke	0	0	0	1	0	0	0	0	0	1
Chest Pain	1	1	0	0	2	0	1	1	1	7
Child Locked in a Vehicle Engine and AC not running	0	0	0	0	1	0	0	1	0	2
Choking	0	0	0	0	0	0	1	0	0	1
Difficulty Breathing	2	0	3	2	1	1	0	1	4	14
Electrical Fire	0	0	0	0	1	0	1	0	0	2
Elevator Rescue	3	0	0	0	0	0	0	0	0	3
Fall Victim	1	0	2	3	2	4	4	3	2	21
Fire Alarm Business	1	1	0	2	0	0	0	0	0	4
Fire Alarm Church or School	0	0	0	0	0	1	0	0	0	1
Fire Alarm Residence	15	4	5	14	14	16	11	9	13	101
Gas Leak	0	1	0	0	1	0	0	0	2	4
Grass Fire	0	0	0	0	0	0	0	0	1	1
Heart Problems	0	0	1	1	2	0	1	1	1	7
Hemorrhage/Laceration	0	0	1	0	1	0	0	1	0	3
House Fire	0	1	0	1	1	0	0	0	0	3
Injured Party	0	0	1	0	0	2	0	0	0	3
Medical Alarm	2	2	0	3	4	2	3	4	2	22
Motor Vehicle Collision	5	7	1	1	4	5	3	0	3	29
Object Down in Roadway	0	0	0	0	0	0	0	0	1	1
Overdose/Poisoning	0	0	0	1	0	1	3	0	0	5
Possible D.O.S.	0	0	0	1	0	0	0	0	0	1
Powerlines Down Arcing/Burning	1	0	0	1	0	2	1	1	0	6
Psychiatric Emergency	0	1	1	0	0	0	1	0	1	4
Seizures	0	1	1	0	0	1	0	0	1	4
Service Call Non-emergency	1	0	3	2	0	0	3	2	2	13
Sick Call	0	1	3	0	5	3	2	1	2	17
Stroke	0	0	0	0	0	0	2	0	0	2
Transformer Fire	0	0	0	0	0	0	0	0	1	1
Traumatic Injury	0	0	0	1	0	1	1	0	0	3
Unconscious Party/Syncope	2	2	1	2	4	3	3	1	0	18
Unknown Medical Emergency	0	0	1	0	0	0	1	0	0	2
Vehicle Fire	1	0	0	0	0	0	0	0	1	2

Month	# of Incidents	Avg Resp Time
Jan	37	3:49
Feb	23	4:54
Mar	28	5:35
*Apr	28	4:56
May	37	5:29
Jun	35	6:00
Jul	34	4:53
Aug	23	5:31
Sep	32	5:36

* Note: Excludes cancelled calls beginning in April.





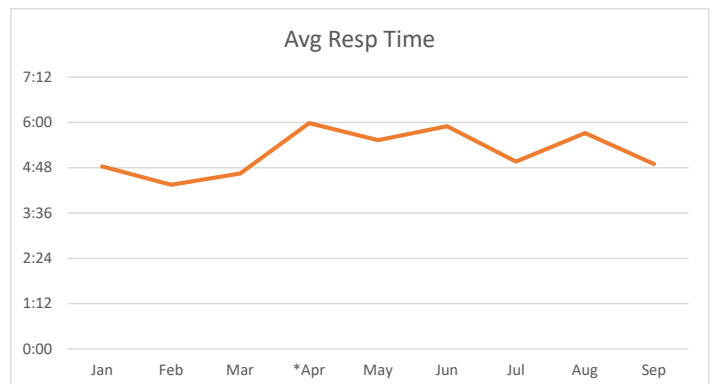
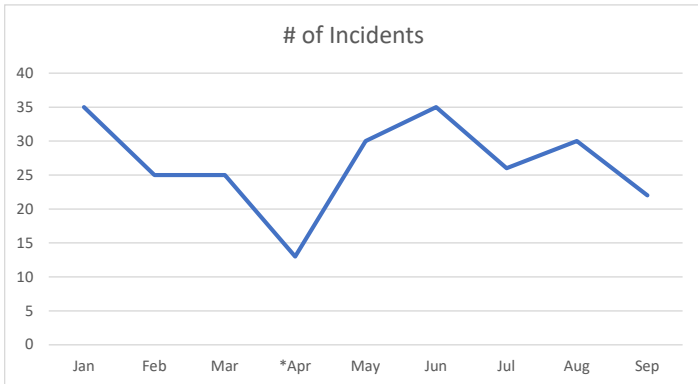
Village Fire Department
 901 Corbindale Rd
 Houston, TX, 77024
 Phone# (713) 468-7941 Fax# (713) 468-5039

September 2023 Summary - Piney Point

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total YTD
TOTAL	35	25	25	20	38	50	39	39	28	299
Abdominal Pain	0	0	0	0	0	0	0	0	1	1
Allergic Reaction	0	0	0	0	0	0	0	2	0	2
Animal Bite	1	0	0	0	0	0	0	0	0	1
Business Fire	0	0	0	0	0	0	0	0	1	1
Carbon Monoxide Detector No Symptoms	0	1	1	0	0	4	0	5	1	12
Cardiac/Respiratory Arrest	0	1	1	0	0	0	0	1	0	3
Check a Noxious Odor	0	0	0	0	0	0	0	1	0	1
Check for the Smell of Natural Gas	3	0	0	0	0	0	0	1	0	4
Check for the Smell of Smoke	1	1	0	0	0	0	0	0	0	2
Chest Pain	1	1	1	0	0	0	0	0	0	3
Choking	0	0	0	0	0	0	1	0	0	1
Diabetic Emergency	0	0	0	1	1	0	0	1	0	3
Difficulty Breathing	2	0	0	1	1	3	1	2	3	13
Elevator Rescue	0	0	0	0	0	0	0	0	1	1
Fall Victim	4	0	3	0	4	3	3	1	0	18
Fire Alarm Church or School	2	1	1	0	0	3	0	0	2	9
Fire Alarm Residence	9	7	7	10	12	21	19	8	7	100
Gas Leak	1	1	0	0	0	1	0	0	0	3
Grass Fire	0	0	0	0	1	1	0	0	1	3
Heart Problems	0	0	1	0	1	0	2	3	0	7
Hemorrhage/Laceration	1	0	0	0	0	1	1	0	0	3
House Fire	1	0	1	0	0	2	1	0	0	5
Injured Party	0	0	0	0	1	1	0	0	0	2
Medical Alarm	0	0	0	0	0	1	1	0	2	4
Motor Vehicle Collision	3	2	2	1	3	1	2	2	2	18
Object Down in Roadway	0	0	1	0	3	3	1	0	1	9
Overdose/Poisoning	0	1	0	0	1	0	0	1	0	3
Possible D.O.S.	0	0	0	0	1	1	0	0	0	2
Powerlines Down Arcing/Burning	0	0	0	1	0	0	0	0	2	3
Psychiatric Emergency	0	3	1	0	1	1	1	1	0	8
Seizures	1	1	0	1	0	0	1	1	0	5
Service Call Non-emergency	4	3	2	0	0	0	3	4	0	16
Sick Call	0	2	0	3	4	1	0	2	2	14
Stroke	0	0	0	0	0	1	0	1	1	3
Transformer Fire	0	0	1	1	0	0	1	0	0	3
Trash Fire	0	0	1	0	0	0	0	0	0	1
Unconscious Party/Syncope	1	0	0	0	3	1	1	1	1	8
Unknown Medical Emergency	0	0	1	0	1	0	0	1	0	3
Vehicle Fire	0	0	0	1	0	0	0	0	0	1

Month	# of Incidents	Avg Resp Time
Jan	35	4:50
Feb	25	4:21
Mar	25	4:39
*Apr	13	5:59
May	30	5:32
Jun	35	5:54
Jul	26	4:58
Aug	30	5:43
Sep	22	4:54

* Note: Excludes cancelled calls beginning in April.





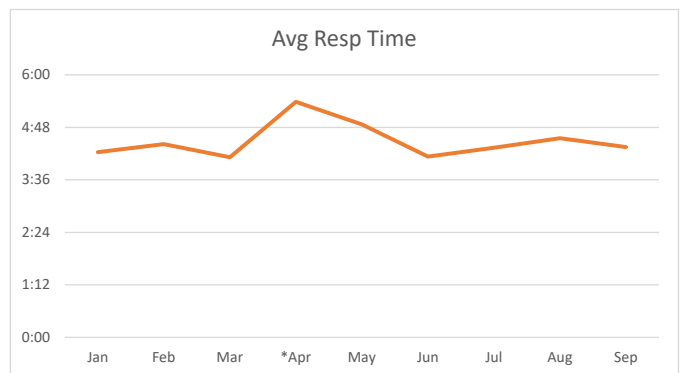
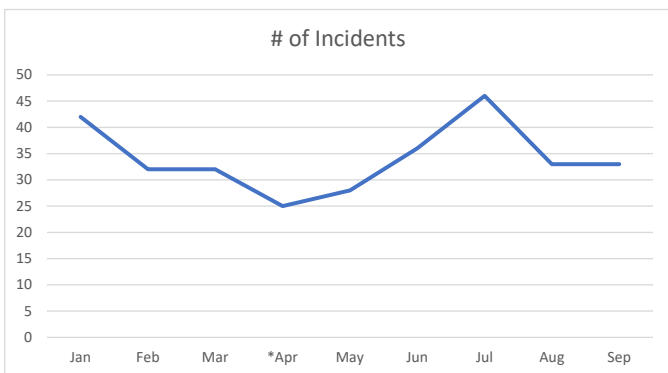
Village Fire Department
 901 Corbindale Rd
 Houston, TX, 77024
 Phone# (713) 468-7941 Fax# (713) 468-5039

September 2023 Summary - Spring Valley

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total YTD
TOTAL	42	32	32	25	30	41	49	37	38	326
Adominal Pain	2	0	1	0	0	0	0	0	0	3
Allergic Reaction	1	0	0	0	0	0	0	1	0	2
Assult	0	0	0	0	0	0	0	1	0	1
Back Pain	0	1	1	0	0	0	0	0	1	3
Carbon Monoxide Detector No Symptoms	0	0	1	0	1	0	0	0	0	2
Cardiac/Respiratory Arrest	0	0	0	0	1	0	0	0	0	1
Check a Noxious Odor	0	0	1	0	0	0	0	0	0	1
Check for Fire	0	1	1	0	0	0	0	0	0	2
Check for the Smell of Natural Gas	1	1	0	1	0	0	0	0	0	3
Chest Pain	2	5	0	2	1	1	1	1	2	15
Child Locked in a Vehicle Engine and AC running	0	1	0	0	0	0	0	0	0	1
Difficulty Breathing	2	0	0	0	1	3	3	1	0	10
Drowning	0	0	0	0	0	0	1	0	0	1
Elevator Rescue	0	0	1	1	1	0	0	0	0	3
Fall Victim	0	1	3	1	1	3	2	1	1	13
Fire Alarm Business	2	2	0	1	3	2	1	0	3	14
Fire Alarm Church or School	2	1	0	0	0	4	0	2	1	10
Fire Alarm Residence	6	1	1	0	1	6	6	2	2	25
Gas Leak	0	1	1	0	0	1	0	0	0	3
HAZMAT Emergency	0	0	0	0	0	0	0	1	0	1
Headache - Stroke symptoms not present	0	0	1	0	0	0	0	0	0	1
Heart Problems	4	1	2	0	2	1	3	1	0	14
Heat/Cold Exposure	0	0	0	0	0	1	0	0	1	2
Hemorrhage/Laceration	2	0	0	0	0	1	2	1	0	6
House Fire	0	0	0	0	0	0	1	0	0	1
Injured Party	0	0	1	1	0	0	2	1	0	5
Medical Alarm	1	0	1	1	2	0	1	3	2	11
Motor Vehicle Collision	3	3	3	9	9	3	10	7	7	54
Motor Vehicle Collision with Entrapment	0	1	0	0	0	0	3	1	1	6
Oven/Appliance Fire	0	0	0	0	0	0	0	0	1	1
Overdose/Poisoning	0	0	1	0	0	1	0	0	0	2
Possible D.O.S.	0	0	0	1	0	0	0	0	0	1
Powerlines Down Arcing/Burning	1	0	0	1	2	1	0	2	1	8
Pregnancy/ Childbirth	1	0	0	0	0	0	0	0	0	1
Psychiatric Emergency	0	0	1	0	0	0	1	1	0	3
Seizures	0	2	1	0	1	0	0	1	0	5
Service Call Non-emergency	1	0	0	0	0	1	2	1	3	8
Sick Call	6	4	6	1	2	6	7	5	4	41
Stroke	0	2	1	0	0	3	1	0	1	8
Transformer Fire	0	0	0	1	1	1	0	0	0	3
Trash Fire	1	0	0	0	0	0	0	0	0	1
Traumatic Injury	0	0	1	0	0	0	0	0	0	1
Unconscious Party/Syncope	1	3	1	2	1	1	1	2	3	15
Unknown Medical Emergency	3	1	0	0	0	1	0	0	1	6
Vehicle Fire	0	0	1	2	0	0	1	1	3	8

Month	# of Incidents	Avg Resp Time
Jan	42	4:14
Feb	32	4:25
Mar	32	4:07
*Apr	25	5:23
May	28	4:52
Jun	36	4:08
Jul	46	4:20
Aug	33	4:33
Sep	33	4:21

* Note: Excludes cancelled calls beginning in April.



City of Hilshire Village
Complaint Log

Date Notified	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
8/4/23	Archley/Ridgeley CenterPoint patch not fixed	Archley/Ridgeley Intersection	Contact Javier Vasquez to follow-up with CenterPoint Rep.		
9/5/23	Neighbor has mini excavator on the side of the house and possible dead tree	7 Hickory Shadows	Reached out, resident is performing work themselves, the scope discussed does not trigger a permit.	Will continue to monitor and encourage to get the machinery out asap.	
9/7/23	His truck was stolen from his driveway. Although his doorbell camera caught some footage, the license plate of the accompanying vehicle was not able to be seen. Requesting a Flock LPR on Hilshire Green.	7906 Hilshire Green	Talking with council about additional cameras.		
9/20/23	Water has very low pressure, said he has a hard time rinsing dishes.	1209 Pine Chase	Sent Inframark technician to test the psi at a spigot.	psi reading was ok	
9/20/23	Water has an odor, asking if this is still a city-wide issue	24 Hickory Shadows	Sent technician to flush hydrant		
9/20/23	Water has an odor	17 Hickory Shadows	Sent technician to flush hydrant		
9/21/23	water has odor	8001 Bromley	Sent technician to flush hydrant		
9/25/23	Said that this morning they had the worst pressure so far.	8202 Burkhart	Responded that the city is continuing to work with Houston and test water quality daily, but there was no eta as to when the water pressure will increase		
9/25/23	Water has an odor	8001 Anadell	Responded the answers for the smell and that the city is continuing to work with Houston and test water quality daily.		
9/25/23	Water has an odor, metallic taste, and low pressure in the upstairs bathroom	5 Pine Creek	Responded the answers for the smell and that the city is continuing to work with Houston and test water quality daily.		
9/26/23	Electricity outage	1249 Archley Dr	Contacted CenterPoint to conduct a street assessment	Waiting on updates from CenterPoint reliability group. The contact is out of office until 10/18	
9/26/23	Electricity outage	1221 Archley Dr	Contacted CenterPoint to conduct a street assessment	Waiting on updates from CenterPoint reliability group. The contact is out of office until 10/18	
9/26/23	Asking about the water quality, smelly.	13 Pine Creek	Responded the answers for the smell and that the city is continuing to work with Houston and test water quality daily.		
10/2/23	low water pressure	8111 Bromley	Responded that the city is continuing to work with Houston and test water quality daily, but there was no eta as to when the water pressure will increase		

City of Hilshire Village
Complaint Log

Date Notified	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
10/2/23	water has odor	1310 Pine Chase	Responded the answers for the smell and that the city is continuing to work with Houston and test water quality daily.		
10/2/23	Resident said there was dirt piled up behind his house where new construction was taking place at 1226 Glouire	7 Hilshire Grove	Sent inspector to check SWPP and perimeter fencing. Jobsite is in compliance	no further action at this time	10/3/2023
10/3/23	water has odor	7918 Hilshire Green	Responded the answers for the smell and that the city is continuing to work with Houston and test water quality daily.		
10/3/23	Regarding the National Night Out: Warning: Operation of a motor vehicle, bicycle, jog, or walk on the streets in our city, may be dangerous; support and obey TEXAS traffic and transportation laws. - Concerned Citizens	Civic Club National Night Out	No action required.		10/3/2023
10/3/23	Water has a fowl smell, asking if this is a city-wide issue and if so, what is being done.		Responded the answers for the smell and that the city is continuing to work with Houston and test water quality daily.		
10/4/23	recycling missed	1319 Glenhilshire	Contacted GFL to see if recycling was properly discarded		10/5/2023
10/5/23	Garbage was missed last week, wanted to make sure they come today.	1335 Friarcreek	Contacted GFL to make sure that they get her 2 full cans of garbage.		10/5/2023
10/7/23	Foul smell and taste in unfiltered water, neighbor confirmed they are having the same issue.	8009 Anadell	Responded explaining the cause and that the city is working with Houston to get the chemical residuals on track. The hope is that the rain and cooler weather will help.		
October	Removed sign advertising for Christmas light installation	Ridgeley @ Westview	Disposed of sign		10/9/2023
10/9/23	water has odor	18 Hickory Shadows	Responded the answers for the smell and that the city is continuing to work with Houston and test water quality daily.		
10/9/23	Asking for an update on the water quality status.	Westview Commercial	Responded that there is no relief in sight yet, but that we are doing everything we can.		
10/12/23	missed air filter in trash pickup	1221 Pine Chase Dr	Contacted GFL, they've notified operations to pickup the filter the following week	No further action required	10/12/2023
10/12/23	Picked up 5 Open House signs and spoke with realtor about sign ordinances, street parking	1249 Archley Dr	Realtors moved their cars to the driveway, I drove through the rest of the city and laid down 2 more signs.	10/13 Drove through city, found 2 signs still on the ground. Will contact the realtor to pick up the signs within 30 days.	10/13/2023

City of Hilshire Village, Texas - General Fund
Statement of Revenues and Expenditures
For the Twelve Months Ending September 30, 2023

	2023 Budget	As of 9/30/23	Anticipated YE
UNRESTRICTED GENERAL FUND			
General Revenue			
Property Taxes - Current	1,263,929.00	\$ 1,268,478.60	\$ 1,268,772.42
Property Taxes - Delinquent	0.00	1,384.20	\$ 1,450.82
Franchise tax	55,000.00	57,176.84	\$ 57,176.84
City Sales Tax	45,000.00	70,660.75	\$ 70,660.75
Int. Income-Gen funds	500.00	53,426.84	\$ 53,426.84
Int. Income-Taxes	3,850.00	7,943.90	\$ 7,943.90
Alarm Permits and Misc. Fees	1,500.00	2,699.00	\$ 2,699.00
Pet Permits	0.00	87.00	\$ 87.00
Other Income	4,000.00	3,722.27	\$ 3,722.27
Court Fees	8,000.00	4,020.30	\$ 4,020.30
Garbage Income	88,246.00	57,974.25	\$ 57,974.25
Sales Tax Discount Income	33.00	29.47	\$ 29.47
Ambulance Income	0.00	7,448.06	\$ 7,448.06
Building Permits	64,000.00	108,264.78	\$ 108,264.78
Re-Inspections	0.00	640.00	\$ 640.00
Plan Check for Construction	20,000.00	40,463.60	\$ 40,463.60
Plan check for Drainage	9,000.00	15,060.00	\$ 15,060.00
Total General Revenues	1,563,058.00	1,699,479.86	1,699,840.30
General Expense			
Police Protection/Court	608,841.00	608,841.00	608,841.00
Police - Council Meetings	3,200.00	2,200.00	2,200.00
Fire Protection	261,653.00	252,967.94	252,967.94
Extra Budget Fire Department	0.00	29,242.54	29,242.54
Fire Station Rennovation	8,685.00	0.00	0.00
CERT Supplies	1,000.00	0.00	0.00
Trash Service	87,329.00	83,437.20	83,437.20
Mosquito Spraying	3,500.00	2,035.20	2,289.6
Street Lights	6,887.00	5,421.53	5,601.53
Tax Collection Fees	13,800.00	13,136.00	13,136.00
Audit Fees	19,510.00	19,510.00	19,510.00
Legal Fees	17,000.00	17,166.00	17,166.00
Wages, Taxes, Benefits	158,660.94	158,656.74	158,656.74
FICA Tax	9,837.00	9,104.88	9,104.88
Medicare Tax	2,300.15	2,129.23	2,129.23
SUTA Tax	1,161.00	72.41	72.41
Medical & Life Insurance	51,455.97	38,667.45	38,667.45
Retirement	11,401.86	11,011.65	11,011.65

	2023 Budget	As of 9/30/23	Anticipated YE
Board of Adjustment	3,500.00	0.00	0.00
Insurance	6,093.00	5,556.78	5,556.78
Education	2,500.00	1,644.02	1,644.02
City Hall Upgrades	2,500.00	0.00	3,972.00
City Hall Exterior	2,500.00	579.65	579.65
City Hall Operations	18,000.00	18,239.73	18,469.73
City Hall Maintenance	8,000.00	583.01	583.01
Web Hosting & Maintenance	1,500.00	1,696.92	1,696.92
Bank Charges	3,000.00	2,165.68	2,165.68
Dues	2,500.00	2,555.11	2,555.11
Public Notices	5,000.00	2,252.32	2,252.32
Office Supplies	4,000.00	5,665.71	5,665.71
Election/Voting Machine Rent	2,500.00	2,234.33	2,234.33
City Hall Equipment/Furnishing	7,000.00	6,649.34	6,649.34
Misc. /Contingencies	15,000.00	0.00	0.00
Books for Library	250.00	250.00	250.00
Miscellaneous	4,000.00	6,620.57	6,620.57
Mayor/Council/Administrator	3,000.00	3,072.55	3,072.55
Codification	4,000.00	1,420.00	1,420.00
Bldg. Permit Administration	38,000.00	33,000.00	33,000.00
Utility Locate	9,000.00	8,923.61	9,685.83
Inspection- Arborist	2,000.00	1,120.00	1,120.00
Generator Maintenance	1,245.00	1,388.92	1,388.92
Engineering for Grant Funds	3,000.00	0.00	0.00
Engineering Plan Checking	44,000.00	26,923.25	29,423.25
Non-Metro Engineering Services	50,000.00	34,556.47	40,556.47
Hazard Mitigation Projects	5,000.00	0.00	0.00
Total General Expense	1,513,309.92	1,420,697.74	1,434,596.36
GENERAL FUND	49,748.08	278,782.12	265,243.94

City of Hilshire Village, Texas - Utility Fund
Statement of Revenues and Expenses
For the Twelve Months Ending September 30, 2023

	2023 Budget	As of 9/30/23	Anticipated YE
OPERATING REVENUES			
Water Revenues	352,290.00	\$ 270,425.74	\$ 365,425.74
Sewer Revenues	138,576.00	115,876.81	147,876.81
Maintenance Revenue	42,360.00	35,438.56	43,938.56
Garbage	0.00	(0.01)	0
Sales Tax - Garbage	0.00	16.03	0
Utility Services Income	2,427.00	480.00	580.00
Meter Installation	2,000.00	30,546.03	30,546.03
Interest-Utility Billing	2,491.00	2,165.09	2,165.09
TOTAL OPERATING REVENUES	540,144.00	454,948.25	590,532.23
OPERATING EXPENSES			
City Water Supply (COH)	280,140.00	277,051.01	327,051.01
Wastewater Disposal (COH)	100,947.00	99,606.15	109,456.15
Utilities -Lift Station	5,259.00	6,647.65	7,647.65
Utilities- Pine Chase Grove	166.00	0.00	0.00
Bad Debt Expense	500.00	0.00	0.00
Bank Charges	0.00	99.00	99.00
Repairs to Water Lines	50,000.00	37,001.95	42,001.95
Repairs to Sewer Lines	15,000.00	2,953.35	3,203.35
Repairs to Lift Station	12,000.00	10,279.43	11,279.43
Meter Replacement	1,750.00	4,214.83	4,214.83
New Construction Meter Install	2,000.00	29,768.78	29,768.78
Utility Line Locator Services	6,950.00	3,814.08	4,049.91
HCFC - tceq	395.00	395.38	395.38
Legal	500.00	75.00	75.00
TCEQ-Engineering	4,000.00	2,085.21	2,085.21
Meter Reader	4,154.00	4,075.50	4,075.50
Water Quality Testing	29,500.00	27,326.37	27,326.37
Utility Billing Costs	7,209.00	8,025.83	8,025.83
Office Supplies & Postage	600.00	352.78	352.78
Miscellaneous- Contingency	5,000.00	1,701.82	1,701.82
Utility Engr. On-Call Services	13,729.00	1,972.81	1,972.81
TOTAL OPERATING EXPENSES	539,799.00	517,446.93	584,782.76
UTILITY FUND	345.00	(62,498.68)	5,749.47

Check #	Date	Payee	Cash Account	Amount
Electronic 9-1-23	9/1/23	AT&T U-verse	11114	348.39
ACH 09-01-23	9/1/23	SAFEbuilt, LLC	11114	2,750.00
9034	9/1/23	GFL Environmental	11114	7,004.27
ACH 09-01-23 1	9/1/23	Sprg.Valley GenFund- Police/Court	11114	50,736.75
ACH 09-01-23 2	9/1/23	Village Fire Department	11114	21,724.62
9035	9/1/23	Cary M. Moran	11114	80.00
ACH 09-01-23 3	9/1/23	Villages Mutual Insurance Coop	11114	3,808.25
9036	9/6/23	Cary M. Moran	11114	80.00
Electronic 09-07-23	9/7/23	State Comptroller	11114	1,190.27
Electronic 9-7-23 1	9/7/23	Internal Revenue Service	11114	906.65
8974V	9/8/23	Richard Raines	11114	-45.00
8978V	9/8/23	Kathleen Stafford	11114	-30.00
9037	9/8/23	Richard Raines	11114	45.00
9038	9/8/23	Kathleen Stafford	11114	30.00
9039	9/11/23	Friends of SpringBranch Mem. Library	11114	250.00
ACH 09-11-23	9/11/23	Texas Municipal Retirement System	11114	1,122.69
Electronic 9-15-23	9/15/23	Internal Revenue Service	11114	876.77
ACH 09-15-23	9/15/23	Stephens, Cassandra L.	11114	1,989.70
ACH 09-15-23 1	9/15/23	Ray, Lisa	11114	1,438.10
Electronic 9-18-23	9/18/23	SAM.gov	11114	397.00
9040	9/20/23	Amegy Bank	11114	588.51
9041	9/20/23	Harris Central Appraisal Dst.	11114	3,118.00
9042	9/20/23	Houston Chronicle	11114	845.90
9043	9/20/23	Northwest Pest Patrol	11114	318.00
9044	9/20/23	Olson & Olson, Attys at Law	11114	1,289.50
9045	9/20/23	HDR	11114	5,080.52
9046	9/20/23	HDR	11114	8,061.99
9047	9/20/23	USIC	11114	855.99
ACH 9-20-23	9/20/23	Centerpoint-Energy	11114	33.10
9049	9/21/23	A T & T	11114	169.22
9050	9/21/23	Hudson Energy Services LLC	11114	738.61
9051	9/21/23	Robert Blevins	11114	405.00
9052	9/21/23	Sanchez Landscaping	11114	320.00
ACH 9-21-23	9/21/23	Cassie Stephens	11114	20.96
ACH 9-21-23 2	9/21/23	Lisa Ray	11114	36.03
ACH 9-21-23 1	9/21/23	Cassie Stephens	11114	300.00
9053	9/21/23	Justin Lane	11114	200.00
ACH 09-28-23	9/28/23	Sage	11114	1,901.00
9054	9/29/23	Cary M. Moran	11114	80.00
9055	9/29/23	Speedy Printing	11114	81.00
Electronic 9-29-23	9/29/23	Internal Revenue Service	11114	846.89
ACH 09-29-23	9/29/23	Stephens, Cassandra L.	11114	1,989.70
ACH 09-29-23 1	9/29/23	Ray, Lisa	11114	1,257.75
9056	9/30/23	SAFEbuilt, LLC	11114	2,750.00
9057	9/30/23	Olson & Olson, Attys at Law	11114	1,702.00
9058	9/30/23	Amegy Bank	11114	1,253.13
9059	9/30/23	TML Administrative Services	11114	632.00

Check #	Date	Payee	Cash Account	Amount
9060	9/30/23	Houston Chronicle	11114	845.90
9061	9/30/23	Landtech, Inc	11114	2,850.00
9062	9/30/23	Sanchez Landscaping	11114	<u>320.00</u>
Total				<u><u>133,594.16</u></u>

Check #	Date	Payee	Cash Account	Amount
4361	9/1/23	Aweidah Iyad Eddie	11012	471.49
4362	9/7/23	Hudson Energy Services LLC	11012	25.55
4363	9/7/23	City of Houston, Public Wks	11012	9,820.00
4364	9/7/23	Cityof Houston#7099-3004-0015	11012	38,038.81
4365	9/7/23	A T & T	11012	507.66
4366	9/20/23	City of Hilshire Village	11012	15,764.63
4367	9/20/23	Texas Excavation Safety System, Inc	11012	24.70
4368	9/20/23	Inframark, LLC	11012	2,324.18
4368V	9/20/23	Inframark, LLC	11012	-2,324.18
4369	9/20/23	Inframark, LLC	11012	2,649.50
4370	9/20/23	Inframark, LLC	11012	2,000.00
4371	9/20/23	Inframark, LLC	11012	10,764.94
4372	9/30/23	Inframark, LLC	11012	2,000.00
4373	9/30/23	City of Houston, Public Wks	11012	9,881.46
4374	9/30/23	Cityof Houston#7099-3004-0015	11012	48,468.13
4375	9/30/23	Inframark, LLC	11012	1,674.18
4376	9/30/23	Inframark, LLC	11012	1,694.17
4377	9/30/23	Hudson Energy Services LLC	11012	29.41
Total				<u>143,814.63</u>



Budget Workshop & Public Hearing Minutes

Tuesday, September 12, 2023 at 6:00 PM
8301 Westview Drive, Houston, Texas 77055

1. Call to Order Mayor Buesinger called to order the Public Hearing at 6:00 P.M.

1.A. PRESENT

Mayor Bob Buesinger
Council Member Mike Gordy
Council Member Justin Crawford
Council Member Mark Huber
Council Member Kristi Cooper

ABSENT

Mayor Pro Tem Andy Carey

Also Present: Engineer Him, HDR Engineering (virtual), Secretary Stephens

2. Public Hearing

2.A. Public Hearing on the Proposed Annual Budget for the Fiscal Year Ending 2024

Bill Bristow, 1233 Pine Chase Drive, said three citizens were in attendance and one council member was absent. Mr. Bristow said that he does not want his tax dollars to be spent on lawsuits due to the Wirt Road Sidewalk, street parking accidents, pedestrian accidents, or flooding.

Mayor Buesinger stated that the City has marked No Parking Zones and there was \$30,000 in the 2024 Budget for ditch and ravine maintenance.

2.B. Public Hearing on the Proposed Tax Rate for 2023

A tax rate of \$0.560432 per \$100 valuation has been proposed by the governing body of the City of Hilshire Village

PROPOSED TAX RATE \$ 0.560432 per \$100
NO-NEW-REVENUE TAX RATE \$ 0.551314 per \$100
VOTER-APPROVAL TAX RATE \$ 0.560432 per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for the City of Hilshire Village from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval tax rate is the highest tax rate that the City of Hilshire Village may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of Hilshire Village is proposing to increase property taxes for the 2023 tax year.

No comments

3. Budget and Tax Rate Workshop

3.A. Capital Improvements

Secretary Stephens said that along with priority projects, the Capital Improvement Plan includes \$100,000 for remediation of the stormwater drainage channel at Friarcreek and \$20,000 for maintenance of the stormwater outfall at 1209 Pine Chase Drive.

3.B. Budget and Tax Rate Discussion

Secretary Stephens said that there was one adjustment to the 2024 Budget since the last presentation to the Council for the police expenses. She said that she has been keeping up with Spring Valley Village's workshops and reduced the line item from \$730,609 to \$669,725.

3.C. Utility Rates - Water, Sewer and Trash

Secretary Stephens said that the rate for water will increase from \$7.50 per 1,000 gallons to \$8.50 per 1,000 gallons. She stated that the sewer rate for residential properties is increasing from \$74 to \$89 bi-monthly and the sewer charge for Holy Cross Church will increase from \$525.94 to \$600 bi-monthly. Secretary Stephens said that the garbage rate for all properties will increase from \$47.14 to \$48.56.

Council Member Cooper asked if there was an update on the pending increased expenses for water testing. The council discussed a negotiation meeting with Inframark to include the City Engineer and a council member to ensure that the City is not overpaying for services.

4. Discussion and Possible Action

4.A. Discussion and possible approval of Ordinance Number 830-2023 amending Appendix "A" Fee Schedule of the Code of Ordinances of the City of Hilshire Village, Texas by deleting section 7.200 and replacing with a new section 7.200 establishing new water and trash rates.

AN ORDINANCE AMENDING APPENDIX "A" FEE SCHEDULE OF THE CODE OF ORDINANCES OF THE CITY OF HILSHIRE VILLAGE, TEXAS, BY DELETING SECTION 7.200 OF APPENDIX "A" THEREOF AND SUBSTITUTING THEREFOR A NEW SECTION 7.200 OF APPENDIX "A", ESTABLISHING NEW WATER, WATER DEPOSITS, BILLING CHARGES, SANITARY SEWER AND

SOLID WASTE COLLECTION RATES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

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

Voting Yea: Council Member Gordy, Council Member Crawford, Council Member Huber, Council Member Cooper

The motion passed 4-0.

4.B. Discussion and possible approval of Ordinance Number 831-2023 adopting the City of Hilshire Village, Texas General Budget for the Fiscal Year Ending 2024 in accordance with Section 102.007(c) of the Local Government Code. Adoption of this year's budget will require raising more revenue from property taxes than in the previous year.

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

Secretary Stephens said that the ordinance will be updated to include the council members present and their votes.

Roll Call Vote:

Council Member Gordy	Yea
Council Member Crawford	Yea
Council Member Huber	Yea
Council Member Cooper	Yea

The motion passed 4-0.

4.C. Discussion and possible action to ratify the proposed property tax increase reflected in the Fiscal Year 2023-2024 Budget in accordance with Section 102.007 (c) of the Local Government Code. THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$157,959 OR %9.50, AND OF THAT AMOUNT, \$43,141 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

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

Roll Call Vote:

Council Member Gordy	Yea
Council Member Crawford	Yea
Council Member Huber	Yea
Council Member Cooper	Yea

The motion passed 4-0.

5. Announcements Mayor Buesinger said that the 2023 Tax Rate will be adopted at the Regular Council Meeting on September 19, 2023 @ 6:30 PM.

6. Adjournment

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

Voting Yea: Council Member Gordy, Council Member Crawford, Council Member Huber,
Council Member Cooper

The motion passed 4-0.

The meeting was adjourned at 6:35 P.M.

ATTEST:

Robert F. Buesinger, Mayor

Cassie Stephens, City Secretary

**A PROCLAMATION OF
THE CITY OF HILSHIRE VILLAGE, TEXAS
IN RECOGNITION OF DOMESTIC VIOLENCE AWARENESS
MONTH**

* * * * *

WHEREAS, The City of Hilshire Village recognizes the important work done by survivors, domestic violence programs and victim service providers; and

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world; and

WHEREAS, Approximately 3.3 million children witness domestic violence annually, and violence in the home is the strongest indicator that abuse will be transferred to the next generation; everyone deserves to feel safe in their homes and communities; and

WHEREAS, racism, homophobia, transphobia, ageism and discrimination based on physical ability, nationality or other factors help to perpetuate domestic violence and make finding safety even more difficult for some victims; and

WHEREAS, the need for safe housing continues to be rated as survivors' most urgent need; and

NOW, THEREFORE, BE IT RESOLVED, The City of Hilshire Village joins with others across Texas and the nation in supporting victims of domestic violence, as well as local programs, state coalitions, national organizations, and other agencies nationwide who are committed to increasing public awareness of domestic violence and sending a clear message to abusers that domestic violence is not tolerated in Hilshire Village; and

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of the City of Hilshire Village, this 17th day of October, 2023.

Attest

Robert F. Buesinger, Mayor

Cassie Stephens, City Secretary



**A PROCLAMATION OF
THE CITY OF HILSHIRE VILLAGE, TEXAS
IN RECOGNITION OF ARBOR DAY**

WHEREAS, Arbor Day celebrates planting and nurturing trees, and all the ways trees enrich our lives and stabilize the environment; and

WHEREAS, Arbor Day first appeared in the United States in 1872. Residents of the Great Plains recognized how much trees could do for them, and they enthusiastically embraced the vision; and

WHEREAS, President Theodore Roosevelt was a strong supporter of Arbor Day. Early in the 20th century, it was becoming clear that the nation's forests were being exhausted by timber harvesting. The science of forest management was emerging, and the government was moving to suppress wildfires and plant trees. Roosevelt sent a letter to the children of the United States in which he wrote, "A people without children would face a hopeless future; a country without trees is almost as hopeless"; and

WHEREAS, In Texas, Arbor Day first appeared in Temple on Feb. 22, 1889. W. Goodrich Jones led the citizens of Temple in a mass meeting to call for a tree planting campaign along the streets of the city. One year later, the first statewide observance of Arbor Day was held in Austin. Through the efforts of Sen. George Tyler of Belton, Feb. 22 was set aside by law as Arbor Day to encourage planting trees in the state; and

WHEREAS, After the original Texas Arbor Day law expired, the state continued to observe Arbor Day by proclamation of the governor, usually on George Washington's birthday. In 1949, the Texas Legislature adopted a resolution designating the third Friday in January as Texas Arbor Day; and

WHEREAS, In 1989 the Legislature passed a resolution moving Texas Arbor Day to the last Friday in April to align with the traditionally observed national Arbor Day. Today, the official Texas Arbor Day is held on the first Friday in November, but thanks to the diversity of this state, Arbor Day can be celebrated in Texas communities anytime throughout the fall and winter planting season; and

NOW, THEREFORE, I Robert F. Buesinger, Mayor of the City of Hilshire Village, do hereby proclaim Friday, November 3rd as Arbor Day, and I urge all citizens to celebrate and to support efforts to protect our trees and woodlands; and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Robert F. Buesinger, Mayor

ATTEST:

Cassie Stephens, City Secretary

Date





METER & BACKFLOW, LLC
 5445 Stockdick School Rd.
 Katy, Texas 77449
 (281) 391-8100 Fax (281) 391-8110

Estimate

Date	Invoice #
8/15/2023	174341

Customer
Inframark EMAIL ONLY 10431 Westmoor Dr Richmond, TX 77407

Job Location
CITY OF HILSHIRE VILLAGE

Estimate is good for 30 days!

Customer #	Terms	Our Order #
RIC MENDEZ	Net 30	

QUANTITY	DESCRIPTION	U/M	RATE	AMOUNT
1	Replace existing 6" backflow preventer with 6" Watts 957 RPZ equipped with NRS valves *1 year warranty from installation date, weather related damage is not covered under warranty*		7,950.00	7,950.00
	Sales Tax		8.25%	0.00
			Total	\$7,950.00

20% mark up \$1590.00

Total w/mark up \$9540.00

Item 5.A.

AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF HARRIS §

THIS AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of the **16th** day of **September, 2014**, by and between **CITY OF HILSHIRE VILLAGE** (“City”), organized under the laws of the State of Texas and located in Harris County, Texas, and **SEVERN TRENT ENVIRONMENTAL SERVICES, INC.** (“STES”), a Texas corporation with offices located in Houston, Harris County, Texas.

W I T N E S S E T H:

1. The City currently owns a water production and distribution system and a sanitary wastewater collection, transportation and treatment system (collectively, the “System”) which serves customers of the City.
2. STES currently provides operations, maintenance, and management services for utility systems such as the System and is desirous of providing such services to the City.
3. The City and STES are desirous of entering into an amended agreement to update certain provisions of the Original Agreement and to revise the fee schedule contained therein.
4. The City and STES hereby mutually agree to terminate the Original Agreement as of the date hereof and to enter into a new agreement pursuant to which STES will operate, maintain and manage the System.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE promises, covenants and considerations hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

I. TERMINATION OF ORIGINAL AGREEMENT

This Agreement replaces and supersedes the Original Agreement in its entirety. The Original Agreement is hereby terminated and no longer in force and effect as of the date of this Agreement.

II. SERVICES

A. ADMINISTRATIVE SERVICES

The following administrative services shall be provided at no additional cost to the City.

1. Organization. STES shall administer the work, activities, and operations of the System in accordance with the items in this Agreement.
2. Personnel. STES shall provide competent, trained personnel. System supervisors and/or operators shall be licensed or certified by the appropriate state governmental authority. Accounting, billing, and field personnel shall be trained to be professional and courteous in dealing directly with the City’s customers.

3. Training. STES shall maintain a continuing education program for all employees. Specifically, all System supervisors and operators shall attend a state certified or approved water or wastewater training course at least once each year or otherwise receive a minimum of 20 hours of training each year, to the greatest extent practicable.
4. Administration. STES shall:
 - a. Enter into and maintain in the main frame computer program all of the City's Customer and Rate Order information necessary to provide monthly billings to the City's customers.
 - b. Inventory and maintain a listing of all of the System equipment including manufacturer's model and serial numbers, motor frame numbers and other such data as required to provide immediate information for the Scheduled Maintenance Program and repair or replacement of the System equipment.
 - c. Assist the City in preparing a rate order and, upon request, analyze the existing rate order and budget for adequacy and consistency.
 - d. Assist in the preparation of an annual operating budget for the City.
5. Maintenance Scheduling. STES shall provide a Scheduled Maintenance Program for the System equipment. Developed by STES, this computer program utilizes equipment manufacturer's recommendations and the System equipment inventory to generate maintenance schedules. The resulting monthly schedule lists the specific System equipment to be serviced, the detailed service procedure, specified oil or grease to be used, and a history of service, maintenance and replacements.
6. 24 Hour Service. STES shall maintain 24 hour telephone and dispatch service with qualified personnel to respond to the System's customer problems and equipment malfunctions.
7. Automatic Telephone Alarm. STES shall monitor computer or automatic dialed telephone alarm systems at any of the System facilities which are installed and programmed to call the STES 24-hour telephone dispatch service.
8. Employee Identification. STES operating and maintenance employees shall be readily identifiable to the City's customers by distinctive clothing. Service vehicles shall have the STES logo prominently displayed.
9. Coordination with Consultants. STES shall coordinate with the City's other consultants, such as attorneys, engineers, auditors, bookkeepers, tax assessors, and financial advisors as necessary to maintain efficient operation of the System.
10. Inquiries and Correspondence. STES shall respond to routine inquiries or correspondence from the City's directors, customers or consultants in a prompt, professional manner.

11. City Meetings. STES' Project Manager or Field Coordinator will attend regularly scheduled meetings which have an agenda item relating to the System's operations. The STES representative will have direct knowledge of the System's ongoing operations or agenda items as appropriate.
12. Community Relations. Upon adequate notice, STES shall provide speakers qualified to make presentations to citizen groups, civic associations, and schools within the City. Subjects shall include utility regulations, water and wastewater facilities operations and the City's budgeting and operations functions.
13. Customer Relations. STES shall render reasonable assistance in the promotion of good relations with the City's customers.
14. City Funds. All funds collected by STES on behalf of the City shall be deposited in the City's Operating Fund or Account on a weekly basis or as may otherwise be directed by the City. All such funds are public funds and may be pledged to the payment of debts of the City; therefore, STES agrees that all such funds shall be deposited as provided above without setoff, counterclaim, abatement, suspension, or diminution. STES will maintain Commercial Crime insurance as set forth in Section III of this Agreement to protect the City against theft of City funds by STES employees not in collusion with a City employee.

B. BASIC SERVICES

1. System Operations. STES shall provide personnel, vehicles and hand tools necessary for the operation of the System.
2. Meter Reading, Billing and Collection. STES shall read the System water meters and bill the customers in accordance with the City's Ordinance and deposit the collections in the City's Operating Account. This procedure includes a special "high-low and dead meter" audit which isolates customer usage that is unusually abnormal.

The City authorizes STES to make adjustments to water bills for clerical errors, over under registration of water meters, erroneous meter readings, establishment of water usage during time when meter has been inoperative, and other similar adjustments.

The City shall reimburse STES for actual material and postage costs associated with water billing and collection.

3. System Inspection. STES shall monitor the System facilities daily, including weekends and holidays as required by state regulations. This shall include plants and lift stations.

STES employees, whenever they are within the City boundaries, shall monitor the System in order to observe condition of fire hydrants, leaks, defects, damage, and be alert for missing System equipment.

4. Daily Maintenance. STES shall provide the personnel and hand tools for maintenance tasks which do not utilize specialized tools, safety equipment or technical skills.
5. Bulk Chemicals. STES shall arrange for an adequate inventory of chlorine and other bulk chemicals required to operate the System.
6. Operating Log. STES shall maintain an operating log at the System water and wastewater treatment plants which may be inspected by the City at any time. The logs shall include the following:
 - a. Notations recording repairs or replacements performed.
 - b. Such other matters within the scope of STES' work which the City may reasonably request.
7. Monthly Operations Report. STES shall render a monthly operations report, as requested by the City, which shall include the following information:
 - a. Correspondence to regulatory authorities as appropriate.
 - b. Total number of service connections, water and wastewater.
 - c. Insurance claims filed on behalf of the City.
 - d. Regular billing and collection reports, including cash receipts, billings and receivables.
 - e. Service customers' receivables, including 30, 60, and 90 day aged accounts.
 - f. Delinquent customer report, including information on termination of water service and protests or appeals made by customers.
 - g. Summary of taps installed, inspections performed and fees collected.
 - h. Damage to the System and the possible causes thereof. In instances where the damage may be attributable to a contractor, builder, utility company or other entity, STES shall (on behalf of the City) back charge the party responsible for such damage, including administrative costs thereof, and include such information in the monthly report.
 - i. Informational reports relating to compliance status of the System.
 - j. Statistics relating to overall System operations, as appropriate.
 - k. Summary and details of monthly invoices to the City separated into specific budget categories.

STES shall keep details of the above reports to provide a clear audit trail of the System water and sewer service transactions.

8. Regulatory Reports. STES shall prepare and submit routine monthly reports required by regulatory authorities and authorized by the City to receive such reports.
9. Basic Services Fees. The City agrees to compensate STES for the performance of these Basic Services at the rates set forth in the Schedule of Standard Rates, a copy of which is included hereto as Attachment "A".

C. INSTALLATION AND INSPECTION SERVICES

The labor and equipment fees for the following services, where applicable, are set forth in the Schedule of Standard Rates, a copy of which is included hereto as Attachment "A".

1. General. All meters and installation materials shall meet American Water Works Association standards and be in compliance with applicable City, county, and state codes. All installation and inspection fees shall be collected from the City's customers in advance, in accordance with the City's Ordinance.

It is the practice of STES to maintain permanent records of meter services installed and tap fees paid. This includes a plat or map, as available, which shows the location of each meter installed and each sewer inspection performed. This allows STES to accurately account for meter services installed, inspections performed and tap fees paid for each customer of the City.
2. Residential Meters. Typical residential water connections (5/8 inch x 3/4 inch and less than five feet deep) will be installed.

Non-typical residential water connections (1 inch and less than five feet deep) will be installed.
3. Commercial Meters. Commercial connections, single family connections for meters larger than 5/8 inch x 3/4 inch and other special connections will be installed.
4. Backflow Prevention Inspections. STES shall perform backflow prevention device inspections on behalf of the City as requested or as required by the City's Ordinance.
5. Grease Trap Inspections. STES shall perform grease trap inspections on behalf of the City as requested or as required by the City's Ordinance.
6. Fire Hydrants. STES shall inspect the System fire hydrants. Each year, a written report shall be submitted to the City and STES shall make recommendations regarding repairs or maintenance needed; provided, however, any non-working fire hydrants shall immediately be repaired. A written report shall be submitted to designated fire departments as requested by the City.
7. Other Inspections. STES shall perform other inspections as requested or authorized by the City. Such inspections include, but are not limited to, sample wells, cross connections or new facilities prior to acceptance by the City. STES may also participate in site inspections with contractors prior to the start of building activity to assist in verifying the condition of the System.

D. MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

The labor and equipment fees for the following services, where applicable, are set forth in the Schedule of Standard Rates, a copy of which is included hereto as Attachment "A".

1. Maintenance. STES shall provide personnel, tools and equipment to perform maintenance on the System facilities and equipment as authorized by the City. Maintenance shall include, but not be limited to, the following:
 - a. Maintenance or replacement of pumps, motors, valves and other equipment or facilities.
 - b. Calibration and servicing of instrumentation, control systems and other equipment.
 - c. Other maintenance as necessary, which requires special skills and/or tools, performed in conformance with equipment manufacturer's recommendations to maintain warranties and to extend the useful life of the equipment.
2. Repair. STES shall provide personnel and equipment to perform repairs on facilities, equipment, plants, collection and distribution systems as authorized by the City including, but not limited to, service line leaks, leaks at water meters, water main breaks, repairs to valves and fire hydrants, manhole repairs, and sewer line repair and cleaning, as needed.
3. Replacement. STES shall use a reasonable degree of care with respect to replacement of equipment or facilities but shall not be responsible to the City for any guarantees or warranties offered by others in connection with such equipment or facilities. STES agrees to make reasonable efforts to obtain for and assign to the City the normal guarantees or warranties associated with any replacement equipment.
4. Maintenance, Repair and Replacement Fees. In an effort to reduce costs, STES shall attempt to schedule and perform these services during normal working hours, excluding holidays and weekends. Non-emergency work shall not be billed on an overtime rate unless prior approval is obtained from the City.
5. Expendable Items. STES shall, at the City's expense, replace those items expended in the daily operation of the System. Those items include, but are not limited to, brooms, mops, dip nets, rakes, shovels, trash cans, hoses, nozzles, padlocks, and other such items used at the System facilities.
6. Emergency Response. STES shall maintain personnel and equipment for emergency response 24 hours per day, seven days per week and 365 days per year. Emergencies shall include, but not be limited to, water leaks, water line breaks, loss of water pressure, degradation of water quality, blockage in the sewage collection system, water or wastewater plant malfunctions that could result in regulatory or permit excursions, any response requested by the City or its representative or response to insistent resident concerns when necessary to maintain good City relations.
7. Materials and Supplies. STES shall be paid for all materials and supplies used to provide services under this Agreement.

E. OTHER SERVICES

The labor and equipment fees for the following services, where applicable, are set forth in the Schedule of Standard Rates, a copy of which is included hereto as Attachment "A".

1. Infiltration/Inflow Survey. STES shall conduct, with the City's approval, sewer line infiltration/inflow surveys consisting of on-site visual inspection of facilities, smoke testing and video monitoring (TV inspection) as appropriate. STES will perform or participate in the rehabilitation of the sewer system to correct defects discovered by the infiltration/inflow survey.
2. Landscape Services. If requested by the City, STES shall provide services to maintain the landscape appearance compatible with the neighborhood at the System facilities with routine trimming and lawn mowing as necessary. If so requested, these services will be provided by a subcontractor retained by STES and will be charged to the City on an outside contractor basis.
3. Delinquency Notices. STES shall prepare and mail delinquency notices and collect past due accounts in accordance with the City's Ordinance and policy.
4. Returned Check/Payment Reversal Fee. The City will be charged for each returned check or alternate payment reversal i.e. credit card or e-check.
5. Service Account Transfers. STES shall transfer water and sewer service from the current customer to the new customer, when requested by the City. Usage shall be prorated to each customer based on the number of days each customer received service during the billing period in which the transfer is requested.
6. Meter Disconnects/Reconnects. STES shall terminate water service in accordance with the City's Ordinance or policy, or when otherwise requested by the City's Council. One week after service termination and periodically thereafter, STES shall check the terminated service to assure that service has not been restored by unauthorized personnel. The City shall pay STES a fee of time and materials for each unauthorized usage check.
7. Meter Removal/Installation/Reinstallation. STES shall remove a customer's water meter if service is restored by unauthorized personnel prior to the customer paying the amount owed to the City, or at the request of the City's Council.
8. Meter Verification/Re-Read. The City shall be charged for actual labor and equipment.
9. Sampling and Testing. STES shall perform, or have performed, all sampling, testing and/or analyses as required by regulatory authorities or necessary for process control. This shall be paid for by the City. A summary of test results shall be submitted to the City each month

10. Special Studies/Reports. STES shall conduct studies or prepare special reports as requested by the City.
11. Photocopies/Facsimiles. The City shall be charged for photocopies and facsimiles.

F. SUBCONTRACT SERVICES

1. STES Subcontractors. STES may subcontract such services hereunder as may, in STES' opinion, be desirable. Such STES subcontractors shall be considered, for the purpose of this Agreement, as employees of STES with STES retaining responsibility for such subcontractors' performance.
2. City Subcontractors. The City reserves the right to directly employ subcontractors for certain maintenance work within the System. STES shall receive no supervision and inspection fees, and shall not be responsible in any way for services performed by subcontractors employed or paid directly by the City.

III. PAYMENT

STES shall submit statements and/or invoices for services to the City on a monthly basis. The City shall pay such statements and/or invoices within 30 days of receipt. The City agrees to pay interest at a rate of 10% per month to STES for all amounts unpaid after 30 days. Interest shall accrue from the 31st day following receipt of statements and/or invoices until the date payment in full is made. Items awaiting backup data shall be excluded from interest charges.

IV. INSURANCE AND INDEMNIFICATION

A. INSURANCE

Following the execution of this Agreement, STES shall furnish to the City, upon request, Certificates of Liability Insurance evidencing the following minimum insurance coverage:

- | | | |
|----|---|------------------------|
| 1. | Comprehensive General Liability
Bodily Injury and Property Damage | \$500,000 |
| 2. | Comprehensive Automobile Liability
Bodily Injury and Property Damage | \$500,000 |
| 3. | Worker's Compensation and
Employer's Liability | statutory
\$100,000 |
| 4. | Excess Liability | \$1,000,000 |
| 5. | Crime Insurance | \$10,000 |

B. INDEMNIFICATION

The City and STES each agree to indemnify and save each other harmless from the other's negligence or intentional conduct arising or done under this agreement and resulting in harm to another or another's property. The indemnity extends to all costs and expenses incurred, including reasonable attorney's fees, to defend against, settle or pay the claim asserted by another. In the event a claim is made by another against either the City or STES, notice shall immediately be given of the claim (unless the other has prior actual notice), in order that the other may determine whether its indemnity duty must be performed and in order to allow the indemnitor to perform indemnity. It is understood and agreed that since the City is immune from damages beyond certain limits under the Texas Tort Claims Act, the mutual indemnities given by each only extend and are limited by the limits of liability of the City under such law.

The City agrees to indemnify and save STES harmless from and against any and all claims, damages, loss or liability for or on account of any injury or damages (including death) to any person or property, resulting from following the instructions or policies of the City, from any inadequacies or failures of the System, or by reason of any willful act or negligence on the part of the City's agents, employees or subcontractors.

In the event that any of the foregoing indemnification provisions shall be inapplicable or held unenforceable, STES and the City shall each contribute to any judgment against any party for which indemnity would otherwise be due from it hereunder, according to the percentage of fault of such indemnifying party, in accordance with the laws of the State of Texas.

Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or as an indemnitor of the other party, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.

V. MISCELLANEOUS PROVISIONS

A. RESPONSIBILITIES

1. STES Responsibilities. STES shall exercise a reasonable degree of care and diligence in the operation and maintenance of the System in conformance with applicable laws, rules and regulations. However, STES is not responsible for the failure of the System to meet local, state or federal wastewater treatment or disposal standards, the adequacy, quality or quantity of the water supply provided by the System or for any direct or indirect loss, injury or damage resulting from the diminution or interruption of service within the System.

2. City Responsibilities. The City represents that the System is in good working order, does not contain any known defective equipment or facilities, is suitable and adequate for the needs of its customers and that all of its facilities are, or shall be, built in accordance with local, state and federal regulations. The City shall provide:
 - a. All utilities, plant facilities, improvements and modifications necessary to operate the System in a manner required to meet applicable regulations.
 - b. A complete set of “record” drawings of the System and any improvements, water and wastewater tap standards, rate schedules and any other information necessary for the administration of the System.
 - c. Safety equipment required at the plants, including, but not limited to, oxygen masks and supplies for the chlorination process.

B. RELATIONSHIP OF THE CITY AND STES

STES shall serve in the capacity of an independent contractor for the City during the period of this Agreement.

C. MONETARY AUTHORITY

If at any time a condition exists or arises which, in the opinion of STES, requires repairs or replacements in the System and the cost thereof exceeds the sum of \$1,000.00, STES shall obtain the consent of the City Council prior to making such repair or replacement. Notwithstanding the foregoing, however, if at any time a condition exists or arises which, in the opinion of STES, is of an emergency nature and requires the immediate repair or replacement of equipment regardless of the amount, STES, after reasonable attempts to obtain consent, shall proceed with such repair or replacement without the necessity of obtaining the consent of the City Council. The failure to obtain such consent prior to the making of such emergency repair or replacement shall not affect the obligation of the City to compensate STES for any work performed.

D. FORCE MAJEURE

In the event that STES or the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that each party shall give written notice of such force majeure to the other party as soon as possible after the occurrence of the cause relied on and shall, therefore, be relieved of its obligations, so far as they are affected by such force majeure, during the continuance of any inabilities so caused, but for no longer. In the event that the period of suspension shall extend longer than thirty (30) days, either party shall have the privilege of terminating this Agreement. In such event, the City shall pay STES compensation pursuant to this Agreement up to the date of termination. The term “force majeure,” as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or of the state or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

E. NON-COMPENSABLE ITEMS

The compensation to be paid to STES herein is exclusive of any tax, assessment, regulatory expense or other charge which may be imposed upon STES by any governmental authority as a result of performing its obligations pursuant to this Agreement other than taxes upon the purchase of material, utilities, supplies, and parts. In the event STES is required by applicable law or regulation to pay or collect any such tax, assessment or regulatory expense or other charge on account of this Agreement or its performance hereunder, then the amount thereof shall be reimbursed to STES by the City (in addition to the compensation provided herein). However, STES shall be responsible at its own expense for all corporate income and franchise taxes arising out of its operations. STES shall indemnify and hold the City harmless from any liability for any and all such taxes or contributions or interest or penalties for failure to pay same.

F. AMENDMENT

The attached Schedule of Rates, a copy of which is included hereto as Attachment "A", is guaranteed for one year from the effective date of this Agreement. Future rate increases, if any, will become effective thirty (30) days after written notification is given to the City by STES. No other alteration, modification or amendment of this Agreement shall be made except in writing and signed by the City and STES.

G. NOTICE

Whenever the provisions of this Agreement require notice to be given, such notice shall be given in writing by certified or registered mail and addressed to the party for who intended at its then address of record and such notice shall be deemed to have been given when the notice was then mailed.

Notices required to be given to STES shall be addressed to:

Severn Trent Environmental Services, Inc.
16337 Park Row
Houston, TX 77084
Attn: Bill Fry

Notices required to be given to the City shall be addressed to:

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

H. TERM AND TERMINATION

This Agreement shall be in force for one year from the effective date and shall continue thereafter from year-to-year subject, however, to termination by either the City or STES for any reason at any time by giving thirty (30) days advance written notice to the other.

In the event that this Agreement is terminated for any reason, all billing cards, meter reading records, billing and collecting forms, and other materials pertaining to the billing and collection of accounts of the System shall be furnished by STES to the City at no cost to the City.

- I. FINAL PAYMENT. Upon termination of this Agreement, the City shall pay STES within the time period provided above any outstanding payment due and owing to STES for work performed prior to the termination dated; provided, however, the City shall have the right to reduce such final payment as a set-off for any direct damages incurred by the City related to STES' willful, intentional, reckless or negligent (whether active, passive or gross) acts or omissions in connection with services performed under this Agreement. Such set-off shall not constitute a waiver by the City of any rights or remedies available to it under the Agreement, at law or in equity.

VI. CAPTIONS

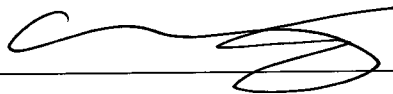
The section headings or paragraph captions herein are used for convenience of reference only and not intended to define, extend or limit any provision of this contract.

VII. EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the City and STES have caused this Agreement to be executed by their duly authorized officers.

CITY OF HILSHIRE VILLAGE

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

By: 

By: Bill Fry

Printed Name: Shannon Whiting

Printed Name: Bill Fry

Title: Mayor

Title: Regional General Manager

Date: 9/17/14

Date: 10/1/2014

**SCHEDULE OF STANDARD RATES
ATTACHMENT "A"**

II. SERVICES, B. BASIC SERVICES

Base Monthly Operations Fees

Daily chlorine residuals, sampling and monthly bacteriological sampling. \$ 2,000.00 per month

*Residential Connection Fee \$ 3.50 per connection or apt. unit served
*Commercial Connection Fee \$ 3.50 per 10,000 gallons of water usage

*Only billed in the following months: February, April, June, August, October and December.

The following is a partial list of STES charges showing the current rates:

II. SERVICES, C. INSTALLATION AND INSPECTION SERVICES

Water Service Taps

**Residential Meters 5/8" x 3/4" \$ 350.00 per tap, plus \$3.00 per foot if over 40'
**Non-typical Residential Meters 1" \$ 600.00 per tap, plus \$3.00 per foot if over 40'

**There will be a separate charge for any tap installation over 5 feet deep.

Other Types of Inspections

Backflow Prevention \$ 75.00 per inspection/rejection
Grease Trap \$ 50.00 per inspection
Fire Hydrant Labor, Vehicle and Equipment rates

II. SERVICES, D. MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

Labor and Supervision

Salary Cost X 2, which consists of the hourly rate and benefit cost X 2.

Overtime rates of time and one-half will apply for work performed before 7:30 a.m. and after 4:00 p.m. in excess of eight (8) hours per day or 40 hours per week, and on weekends and holidays. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve day and Christmas Day.

Outside contractor, professional services and materials will be billed at cost plus 20%.

**SCHEDULE OF STANDARD RATES – CONTINUED
ATTACHMENT “A”**

**II. SERVICES, D. MAINTENANCE, REPAIR AND REPLACEMENT SERVICES-
CONT'D.**

Vehicles and Equipment

Utility Truck	\$ 16.00 per hour
Electrical Vehicle	\$ 29.00 per hour
Maintenance Truck	\$ 31.00 per hour
Mechanical Truck	\$ 31.00 per hour
Chlorination Truck	\$ 31.00 per hour
Crew Truck	\$ 29.00 per hour
Crane Truck	\$ 52.00 per hour
Dump Truck	\$ 55.00 per hour
Backhoe w/trailer	\$ 60.00 per hour
Shoring Equipment	\$ 25.00 per hour
Utility Trailer	\$ 10.00 per hour
Lowboy (Gooseneck) Trailer	\$ 11.50 per hour
*Televising Unit (4-hr. minimum)	\$ 115.00 per hour
*Air Scouring Unit (4-hr. minimum)	\$ 110.00 per hour
*Vactor/Jet Unit (4-hr. minimum)	\$ 170.00 per hour – not including dump fee
Includes Technician	
*Vactor/Jet Unit (4-hr. minimum)	\$ 185.00 per hour – <u>overtime rate</u> , not
Includes Technician	including dump fee

*These units will be available on a per-foot based cost quoted by job.

Outside contractor, professional services and materials will be billed at cost plus 20%.

II. SERVICES, E. OTHER SERVICES

Landscape Services	Outside contractor rates, plus markup
Delinquency Notices	\$ 7.50 per notice
Returned Check/Payment Reversal	\$ 10.00 per transaction
Service Account Transfer	\$ 7.50 per transfer
Meter Disconnects/Reconnects	\$ 20.00 per disconnect/reconnect
Meter Removal/Installation/Reinstallation	\$ 40.00 per removal/installation/reinstallation
Photocopies	\$.15 per page
Color Photocopies/Facsimiles	\$ 1.00 per page
Meter Verification/Re-Read	Labor, Vehicle and Equipment rates
Special Studies/Reports	Labor, Vehicle and Equipment rates

Outside contractor, professional services and materials will be billed at cost plus 20%.

**FIRST AMENDMENT TO
AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (the "Amendment") is entered this _____ day of _____, 2022 by and between CITY OF HILSHIRE VILLAGE (the "City"), organized under the laws of the State of Texas and located in Harris County, Texas, and INFRAMARK, LLC ("Inframark"), a Texas limited liability company with offices located in Katy, Harris County, Texas.

WHEREAS, the City and SEVERN TRENT ENVIRONMENTAL SERVICES, INC. ("Severn Trent Inc.") originally entered into that certain Amended and Restated Professional Services Agreement dated September 16, 2014 (collectively, the "Original Agreement") by and between the City and Inframark (as successor in interest to Severn Trent Environmental Services, Inc.).

WHEREAS, Severn Trent Inc. converted into Severn Trent Environmental Services, LLC ("Severn Trent LLC") and Severn Trent LLC succeeded to and assumed all of Severn Trent Inc.'s obligations, duties, rights, titles, and interests in and to the Original Agreement; and

WHEREAS, on December 1, 2017, Severn Trent LLC changed its name to Inframark, LLC ("Inframark"). Inframark has succeeded to and assumed all of Severn Trent LLC's and Severn Trent Inc.'s obligations, duties, rights, titles, and interests in and to the Original Agreement and any amendments thereto; and

NOW THEREFORE, and in consideration of the mutual covenants and agreements herein contained and contained in the Original Agreement, the City and Inframark hereby:

(a) confirm and agree that the facts set forth in the recitals hereof are true and correct and made a part hereof, and

(b) ratify and affirm the Original Agreement and the assumption by Inframark of the Original Agreement and of all obligations, duties, rights, titles, and interests of Severn Trent, LLC and Severn Trent, Inc. thereunder, all in accordance with the terms, provisions, stipulations, and conditions of the Original Agreement, and

(c) the City and Inframark hereby agree to amend the Original Agreement as follows:

ARTICLE I

Section 1.1: Definitions. Unless otherwise specifically set forth in this Amendment, all capitalized terms shall have the meanings set forth in the Original Agreement.

Section 1.2: Amendment to Rates and Addition of Attachment "A". All rates referenced within the Original Agreement shall be removed and replaced in their entirety with Attachment "A" attached hereto and incorporated herein.

ARTICLE II

Section 2.1: Term. This Amendment shall continue in force and effect for the same period as the Original Agreement.

Section 2.2: Agreement in Effect: Amendment Controls. All terms and provisions of the Original Agreement, except as amended hereby, shall remain in full force and effect. In the event that any provision of this Amendment conflicts with the Original Agreement, the provisions of this Amendment shall control.

Section 2.3: Merger. This Amendment, together with the Original Agreement, embodies the entire agreement between the Parties relative to the subject matter hereto and thereof.

IN WITNESS WHEREOF, the City and Inframark have caused this Amendment to be executed by their duly authorized officers.

CITY OF HILSHIRE VILLAGE

INFRAMARK, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: Todd Burrer

Title: _____

Title: Vice President, Texas MUDs

Date: _____

Date: _____

**SCHEDULE OF STANDARD RATES
ATTACHMENT "A"**

Base Monthly Operations Fees

Lift Station	\$ 500.00 per lift station, per month
Collection and Distribution	\$ 7,200.00 per month
Residential Connection Fee	\$ 4.51 per connection or apt. unit served
Commercial Connection Fee	\$ 4.51 per 10,000 gallons of water usage

The following is a partial list of Inframark charges showing the current rates:

Water Service Taps

*Residential Meters 5/8" x 3/4"	\$ 900.00 per tap, plus \$3.00 per foot if over 40'
*Non-typical Residential Meters 1"	\$ 1,350.00 per tap, plus \$3.00 per foot if over 40'
Taps larger than 1"	Custom Quote

*There will be a separate charge for any tap installation over 5 feet deep. Any future vendor price increases related to tap materials will be presented to the City at least 30 days prior to implementation.

Sanitary Sewer Inspection

Residential	\$ 50.00 per inspection
Commercial	Custom quote per inspection

Customer Service Inspections

Residential-Pre-site	\$ 35.00 per inspection/rejection
Residential-Slab	\$ 30.00 per inspection/rejection
Residential-Wall	\$ 30.00 per inspection/rejection
Residential-Fixture	\$ 60.00 per inspection/rejection
Residential-Final Site Survey	\$ 55.00 per inspection/rejection
Non-Residential	Custom quote per inspection/rejection

Other Types of Inspections

Backflow Prevention	\$ 125.00 per inspection/rejection
Grease Trap	\$ 60.00 per inspection
Fire Hydrant	Labor, Vehicle and Equipment rates

Labor and Supervision

Salary Cost X 2, which consists of the hourly rate and benefit cost X 2.

Overtime rates of time and one-half will apply for work performed in excess of eight (8) hours per day or 40 hours per week, and on weekends and holidays as designated by Inframark as company holidays.

**SCHEDULE OF STANDARD RATES – CONTINUED
ATTACHMENT “A”**

Vehicles and Equipment

Utility Truck	\$ 17.50 per hour
Electrical Vehicle	\$ 35.00 per hour
Maintenance Truck	\$ 35.00 per hour
Mechanical Truck	\$ 35.00 per hour
Chlorination Truck	\$ 35.00 per hour
Crew Truck	\$ 45.00 per hour
Crane Truck	\$ 60.00 per hour
Backhoe w/trailer	\$ 65.00 per hour
Shoring Equipment	\$ 30.00 per hour
Utility Trailer	\$ 12.00 per hour
Lowboy (Gooseneck) Trailer	\$ 12.50 per hour
*Air Scouring Unit (4-hr. minimum)	\$ 120.00 per hour
*Televising Unit (4-hr. minimum)	\$ 150.00 per hour
*Vactor/Jet Unit (4-hr. minimum)	\$ 200.00 per hour – not including dump fee
Includes Technician	
*Vactor/Jet Unit (4-hr. minimum)	\$ 220.00 per hour – <u>overtime rate</u> , not including dump fee
Includes Technician	

*These units will be available on a per-foot based cost quoted by job.

Other Services

Sludge Management and Disposal	No markup on invoices paid directly by the City
Landscape Services	Outside contractor rates, plus markup
Billing and Collection Services	At Cost, No Markup
Back-charge Administrative Fee	\$ 15.00 per back-charge
Delinquency Notices	\$ 15.00 per notice
Returned Check/Payment Reversal	\$ 25.00 per transaction
Service Account Transfer/Setup	\$ 15.00 per transfer
Meter Disconnects/Reconnects	\$ 30.00 per disconnect/reconnect
Meter Removal/Installation/Reinstallation	\$ 60.00 per removal/installation/reinstallation
Meter Verification/Re-Read	Labor, Vehicle and Equipment rates
Special Studies/Reports	Labor, Vehicle and Equipment rates

Outside contractor, professional services, and materials (except for billing and collection services) utilized for services in this Attachment “A”, will be billed at cost plus 20%.

Inframark shall hold firm the rates set forth in this Attachment "A" for a period of one (1) year from the date of this Amendment. For subsequent years, the regular rates will be increased by the same percentage as any increase in the Urban Consumers – Water and Sewerage Maintenance (CPI-U) for the U.S. City Average, 1982-84=100 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics (the “Price Index”), or any replacement to that index from time to time, during the preceding twelve (12) months. The increase in the Price Index shall be determined by calculating the percentage increase between the Price Index in effect as of the month of each and every anniversary of this Amendment date over the Price Index in effect as of the month of the previous anniversary date. In no event shall the rates herein be decreased by virtue of any such adjustment.

ORDINANCE NO. 833-2023

AN ORDINANCE AMENDING CHAPTER 7, OFFENSES AND NUISANCES, OF THE CODE OF ORDINANCES OF THE CITY OF HILSHIRE VILLAGE, TEXAS, PROVIDING FOR PUBLIC TREE CARE AND REGULATING TREE PRESERVATION; AMENDING SECTION 7.701; ADDING DEFINITIONS TO SECTION 7.702; ADDING SECTION 7.714, PUBLIC TREES; PROVIDING A PENALTY IN AN AMOUNT UP TO \$500.00 PER DAY FOR VIOLATIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND PROVIDING FOR PUBLICATION.

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 the City’s 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:

Section 1: Section 7.701 of the Code of Ordinances of the City of Hilshire Village, Texas is hereby amended to read:

Sec 7.701. – Purpose

1. The purpose of this article is to preserve the tree canopy and continue the wooded character that has been the hallmark of the city since its founding while protecting owners' rights to utilize and enjoy their property by:

- a. Establishing minimum tree requirements
- b. Requiring careful site planning and the protection of trees;
- c. Controlling unnecessary tree removal;
- d. Requiring tree replacement;
- e. Prohibiting indiscriminate cutting or clearing of trees;
- f. Establishing planting and care guidelines for trees on public property;
- g. Delegating the authority and responsibility for managing public trees;
- h. Establishing a Tree Advisory Board; and
- i. Establishing procedures for emergency removal of trees on public property.

2. Section 2: Section 7.702 of the Code of Ordinances of the City of Hilshire Village, Texas, is amended by adding the following definitions in the appropriate alphabetical order:

Sec. 7.702. – Definitions.

Damage shall mean 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.

Director shall mean City Administrator or, in absence of a City Administrator, the City Secretary, or their designee.

Nuisance shall mean 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.

Public property shall mean all grounds of the city and street rights-of-way (ROWs) owned or dedicated to the City.

Public tree shall mean any tree on public property.

Section 3: The Code of Ordinances of the City of Hilshire Village, Texas, is amended by the addition of a new Section 7.714 that shall read as follows:

Sec. 7.714. – Public trees

- a. **Delegation of authority and responsibility.** The Director shall have the authority and responsibility to plant, prune, maintain, and remove any public tree. This shall include the removal of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is a nuisance.
- b. **Interference.** No person shall hinder, prevent, delay, or interfere with the Director or the Director’s agents while engaged in carrying out the execution or enforcement of this Section.
- c. **Tree advisory board.** The City Council hereby creates a “Tree Advisory Board,” hereinafter referred to as the “Board.”
 - 1) *Membership.* The Board shall consist of five (5) members appointed by the Mayor. Members of the Board shall serve without compensation.
 - 2) *Term of office.* Board members shall be appointed for two (2) year term. In the event that a vacancy shall occur during the term of any member, a successor shall be appointed by the Mayor to fill the remainder of the unexpired term.
 - 3) *Officers.* The Board shall annually select one member of the Board to serve as chair, may appoint a second member to serve as vice-chair, and may appoint a third member to serve as secretary.
 - 4) *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.
 - 5) *Duties.* The Board shall act in an advisory capacity to the Director and shall:
 - (a) Coordinate and promote Arbor Day activities;
 - (b) Review and update a five-year plan to plant and maintain trees on public property;
 - (c) Support public awareness and education programs relating to trees;
 - (d) Review city concerns relating to tree care;
 - (e) Submit an annual report of its activities to the City Council;
 - (f) Assist with the annual application to renew the Tree City USA designation; and
 - (g) Perform other duties that may be assigned by City Council.

d. Tree planting and care standards.

- (1) *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.
- (2) *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 on public property without written approval from the Director.
- (3) *Planting distances.* No tree may be planted within the visibility triangle of a street intersection or within ten (10) feet of a fire hydrant. The Director shall develop and maintain an official set of spacing requirements for the planting of trees on public property.
- (4) *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. Additional species may be approved by the Director.
- (5) *Protection of public trees during construction.* Any person performing construction in the area of any public tree shall employ appropriate measures to protect the tree, including, but not limited to, placing barriers around the tree to prevent any damage.

e. Adjacent owner responsibility.

- (1) No property owner shall allow a tree or other plant growing on his or her property or within the adjacent public property to obstruct or interfere with pedestrians or the view of drivers, thereby creating a hazard. If the 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.
- (2) No property owner shall allow a tree or other plant to grow on his or her property or within the adjacent public property so as to block the drainage of water (See also Sec. 6.103 Enumerated conditions).

Section 4. 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.

Section 5. Savings/repeal. That all ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Severability. 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.

Section 7. 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 Hilshire Village, Texas, on this day of the 17th Day of October, 2023.

Mayor Robert F. Buesinger

ATTEST:

APPROVED AS TO FORM:

City Secretary Cassie Stephens

City Attorney Scott Bounds