



# Regular Council Meeting Agenda

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

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**The City Council of the City of Hilshire Village, Texas will meet on Tuesday, January 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/86077422717?pwd=czBraW52dUwzcTBZWZyMXNXUzVkQT09>

Meeting ID: 860 7742 2717

Passcode: 642157

One tap mobile +13462487799,,86077422717#,,,,\*642157# US (Houston)

Dial by your location +1 346 248 7799 US (Houston)

Meeting ID: 860 7742 2717

Passcode: 642157

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](mailto:cassie.stephens@hilshirevillagetexas.com).**

**A reception will be had at 6:00 P.M. to thank Susan Blevins for her service and dedication and to congratulate her on her retirement. The Council Meeting should start at 6:30 P.M.**

**1. CALL TO ORDER**

1.A. Invocation (Council Member Gordy)

1.B. Pledge of Allegiance

1.C. Roll Call

**2. CITIZEN'S COMMENTS**

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

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

*Note: To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. Items that cannot be referred to the City staff for action may be placed on a future City Council agenda. A copy of any prepared remarks or notes to be used and/or distributed by the speaker must be presented to the City Secretary prior to the beginning of the meeting.*

**3. REPORTS TO COUNCIL**

**3.A.** Police Report

**3.B.** Building Official Report

**3.C.** Engineer Report:

8005 Anadell Street  
8001 Bromley Street  
1302 Friarcreek Lane  
1311 Friarcreek Lane  
1315 Friarcreek Lane  
1126 Guinea Drive  
1210 Hilshire Villa Drive  
1209 Pine Chase Drive  
2 & 3 Pine Creek Lane  
12 Pine Creek Lane  
1310 Ridgeley  
1131 Wirt Road  
Pine Chase Grove Water Meter area  
Wirt Road Safety Project/Interlocal Agreements

**3.D.** Fire Commissioner's Report (Mayor Buesinger)

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

- 4.A.** Discussion and Possible Approval of Resolution Number 2023-241 approving Central Bank's Electronic Lockbox Payment Services for City Utility Customers
- 4.B.** Discussion and Possible Approval of Inframark's Request for a Rate Increase (Inframark)
- 4.C.** Discussion and Possible Approval of the City of Hilshire Village Ordinance Number 828-2023 approving Amendment 1 of the FYE 2022 Budget (Administrator Blevins)
- 4.D.** Discussion and Possible Approval of Amegy Credit Card for City Secretary Stephens with a Limit of \$2,000 (Administrator Blevins)
- 4.E.** Discussion and Possible Approval of Paying Out a Portion of City Administrator Blevins' Unused Vacation/Sick Time/ (Administrator Blevins)

#### 5. **CLOSED EXECUTIVE SESSION: City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters on this agenda as authorized by Texas Government Code, Sections 551.071 (Consultation with Attorney) Sections 551.074 (Personnel Matters) and Sections (Security Devices or Security Audits).**

- 5.A.** None at the time of the agenda posting.
- 5.B.** Discussion and Possible Action to deliberate and consider any actions necessary on any items discussed in the Executive Session. **(NONE AT THE TIME AGENDA POSTED)**

#### 6. **DISCUSSION**

- 6.A.** Discussion of Playground Equipment in Front Yards
- 6.B.** Discussion of the Tree Ordinance
- 6.C.** Discussion of Fencing for Lift Station Generator

#### 7. **REPORTS TO COUNCIL**

- 7.A.** Mayor Buesinger's Report
- 7.B.** City Administrator's Report: (Administrator Blevins)  
Complaint Log  
Consent Agenda  
GCCC 2022 Year in Review
- 7.C.** City Treasurer Report: (Administrator Blevins)  
TexPool Worksheet  
Quarterly Investment Report (Consent Agenda)  
Audit  
Debt Service Worksheets

**8. CONSENT AGENDA**

**8.A.** 2022 Racial Profiling Report (Chief Schulze)

**8.B.** Disbursements

**8.C.** Minutes from the 12/20/2022 Regular Council Meeting

**8.D.** Check Registers

**8.E.** 4th Quarter Investment Report

**9. ADDITIONAL COUNCIL COMMENTS**

**10. FUTURE AGENDA TOPICS**

**11. ANNOUNCEMENTS**

**12. ADJOURNMENT**

NOTES:

\*Agenda items may be considered in any order.

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

\*City Council may recess into a closed meeting at any time during the open meeting to discuss any of the matters listed above as authorized by Texas Government Code, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), and 551.086 (Certain Public Power Utilities: Competitive Matters).

**I, Susan Blevins, do hereby certify that the above Notice of Meeting and Agenda for the City Council of the City of Hilshire Village was posted in a place convenient and readily accessible January 13, 2023 at 2:00 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

12\01\2022  
thru 12\31\2022  
Zone is: HILSHIRE VILLAGE

Type	Description	# Of Calls
22	ALARM	5
23	AMBULANCE CALL	4
135	BUSINESS CHECK	164
60	FIRE CALL	1
65	GAS LEAK	1
68	HOUSE CHECK	1
70	INFORMATION	6
76	LOUD NOISE	1
81	OPEN DOOR	6
162	PARKING VIOLATION	1
86	PUBLIC RELATIONS	44
96	SOLICITOR	1
104	SUSPICIOUS PERSON	2
11	TRAFFIC STOP	8
117	WELFARE CONCERN	1
	<b>Total</b>	<b>246</b>

# **BUILDING REPORT SUMMARY**

for the month of

**December 2022**

**Plan Review:** Generator -7915 Hilshire Green

**Permits:**

Building-SFR	2
Drainage	2
Dumpster	1
Electric	1
Fence	1
Tree Removal	1
<b>Total:</b>	<b>8</b>

**Change of Occupancy Use:** None

**Extended Permit Request:** None

**Inspections:**

Pass	17
Fail	5
Consult	0
Canceled	0

**Total: 22**

**Red Tag / Stop Work Orders Issued:**

**Building Finals / Certificates of Occupancy:**

## Plan Review Permit Log

	Date	Permit Number	Address	Issued To	Amount Received	Description / Scope
1	Mon 12/5/22	HV-22-112D	1240 Archley	Susan Buesinger	\$ 25.00	Dumpster
2	Thu 12/8/22	HV-22-099T	1025 Ridgeley	JJ Garcia	\$ 25.00	Tree Removal
3	Fri 12/16/22	HV-22-111AD	8001 Bromley	RF Raymond Landscap	\$ 460.00	Area Drains -SFR
4	Tue 12/20/22	HV-22-102E	8002 Bromley Rd	AA Electric	\$ 330.00	AA Electric
5	Wed 12/21/22	HV-22-078B	1311 Friarcreek Ln	RobRyan	\$ 10,932.70	Building Permit - SFR
6	Wed 12/21/22	HV-22-071B	1315 Friarcreek	Built Green Custom Ho	\$ 8,528.20	Building Permit - SFR
7	Wed 12/21/22	HV-22-071D	1315 Friarcreek	Built Green Custom Ho	\$ 460.00	Drainage Permit
	Wed 12/21/22	HV-22-113	7915 N Hilshire Green	Definite Electric	\$ -	Generator-Plan Review
8	Thu 12/29/22	HV-21-111F	8001 Bromley	Rio Grande Fence	\$ 175.00	Fence - SFR

## Inspection Log

Log #	Address	Permit #	Inspection Type	Result	Date	Inspector
22-351	1326 Glourie	HV-20-099AD	Drainage Final	FAIL	12/2/22	HDR
22-352	7906 N Villa	HV-22-087GP	Gas Test	PASS	12/2/22	BBG
22-353	12 Pine Creek	HV-22-039T	Lath/Brick Ties	Pass	12/7/22	BBG
22-354	1123 Guinea Drive	HV-21-061B	Driveway	PASS	12/13/22	BBG
22-355	1210 Ridgeley Dr	HV-22-048	Pre-Pour Foundation	PASS	12/14/22	BBG
22-356	1266 Ridgeley	HV-22--096I	Irrigation	PASS	12/14/22	BBG
22-357	1123 Guinea	HV-21-061M	Vent Hood	PASS	12/15/22	BBG
22-358	1018 Ridgeley	HV-22-103GE	Underground electrical	PASS	12/16/22	BBG
22-359	1018 Ridgeley	HV-22-103GE	Underground plumbing	PASS	12/16/22	BBG
22-360	1018 Ridgeley	HV-22-103GP	GTO	PASS	12/16/22	BBG
22-361	1018 Ridgeley	HV-22-103GE	Meter Release	PASS	12/16/22	BBG
22-362	12 Pine Creek	HV-22-018P	Shower Pan	PASS	12/16/22	BBG
22-363	12 Pine Creek	HV-22-018P	GTO	PASS	12/16/22	BBG
22-364	7906 N Villa Court	HV-22-087GP	Plumbing Final	FAIL	12/27/22	BBG
22-365	7906 N Villa Court	HV-22-087GE	Electrical Final	FAIL	12/27/22	BBG
22-364	7906 N Villa Court	HV-22-087GP	Plumbing Final	PASS	1/3/23	BBG
22-365	7906 N Villa Court	HV-22-087GE	Electrical Final	PASS	1/3/23	BBG
22-366	1326 Glourie	HV-20-099P	GTO	PASS	12/28/22	BBG
22-367	1311 Friarcreek Ln	HV-22-078B	Pre-Construction	PASS	12/28/22	BBG
22-367	1311 Friarcreek Ln	HV-22-078B	Piers	PASS	12/28/22	BBG
22-368	1311 Friarcreek Ln	HV-22-078B	Pre-Construction	FAIL		HDR
22-369	1311 Friarcreek Ln	HV-22-078B	Pre-Construction	FAIL	12/28/22	Cary Moran

Hilshire Village Job Site Maintenance/Complaints - December 2022

12/5/2022		
Demo & New Construction	1123 Guinea Dr	No violations
New Project	1126 Guinea Dr	No violations
New Project	12 Pine Creek Ln	No violations
New Home	1210 Ridgley	No violations
1303 Friarcreek Ln	1303 Friarcreek Ln	No violations
1311 Friarcreek Ln	1311 Friarcreek Ln	No violations
1315 Friarcreek Ln	1315 Friarcreek Ln	No violations
1315 Ridgeley	1315 Ridgeley	No violations
New Project	1326 Glourie Dr	No violations
removed fencing to early	7907 Hilshire Green Dr	No violations
7919 Hilshire Green Dr	7919 Hilshire Green Dr	No violations
8005 Anadell St	8005 Anadell St	No violations
8005 Bromley St	8005 Bromley St	No violations
12/12/2022		
Demo & New Construction	1123 Guinea Dr	No violations
New Project	1126 Guinea Dr	No violations
New Project	12 Pine Creek Ln	No violations
New Home	1210 Ridgley	No violations
1303 Friarcreek Ln	1303 Friarcreek Ln	No violations
1311 Friarcreek Ln	1311 Friarcreek Ln	No violations
1315 Friarcreek Ln	1315 Friarcreek Ln	No violations
1315 Ridgeley	1315 Ridgeley	No violations
New Project	1326 Glourie Dr	No violations
removed fencing to early	7907 Hilshire Green Dr	No violations
7919 Hilshire Green Dr	7919 Hilshire Green Dr	No violations
8005 Anadell St	8005 Anadell St	No violations
8005 Bromley St	8005 Bromley St	No violations
12/19/2022		
Demo & New Construction	1123 Guinea Dr	No violations
New Project	1126 Guinea Dr	No violations
New Project	12 Pine Creek Ln	No violations
New Home	1210 Ridgley	No violations
1303 Friarcreek Ln	1303 Friarcreek Ln	Complete
1310 Ridgeley Dr	1310 Ridgeley Dr	No violations
1311 Friarcreek Ln	1311 Friarcreek Ln	No violations
1315 Friarcreek Ln	1315 Friarcreek Ln	No violations
8005 Anadell St	8005 Anadell St	No violations
8005 Bromley St	8005 Bromley St	No violations
12/26/2022		
Demo & New Construction	1123 Guinea Dr	No violations
New Project	1126 Guinea Dr	No violations
New Project	12 Pine Creek Ln	No violations
New Home	1210 Ridgley	No violations
1310 Ridgeley Dr	1310 Ridgeley Dr	No violations
1311 Friarcreek Ln	1311 Friarcreek Ln	No violations

1315 Friarcreek Ln	1315 Friarcreek Ln	No violations
8005 Anadell St	8005 Anadell St	No violations
8005 Bromley St	8005 Bromley St	No violations



January 13, 2023

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

Re: Engineer's Report for January 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 December 16, 2022 to January 13, 2023.

1. On-Going Services (10361759):

a. 8005 Anadell Street –

- On January 13, 2023, HDR reviewed and returned comments for the Drainage Plan for 8005 Anadell Street.

b. 8001 Bromley Street –

- On January 10, 2023, HDR provided a cover inspection for 8001 Bromley Street. The inspection passed with exceptions noted.

c. 1302 Friarcreek Lane –

- On January 5, 2022, HDR provided an as built inspection for 1302 Friarcreek Lane. The inspection passed with exceptions noted.

d. 1311 Friarcreek Lane –

- On December 19, 2022, HDR reviewed and returned comments for the Drainage Plan for 1311 Friarcreek Lane. All previous comments/corrections were addressed by the engineer on December 15, 2022. The drainage plan was approved with exceptions noted.
- On December 21, 2022, HDR attended the pre-construction meeting for 1311 Friarcreek Lane. The Developer/Contractor was made aware of the pertinent construction items for drainage as noted in the City Code of Ordinances including the adjacent floodplain located within the lot.

[hdrinc.com](http://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

- On January 5, 2023, HDR provided a pre-construction inspection for 1311 Friarcreek Lane. The inspection failed and required updates to the SWPPP onsite.
- e. 1315 Friarcreek Lane –
- On December 20, 2022, HDR reviewed and returned comments for the Drainage Plan for 1315 Friarcreek Lane. All previous comments/corrections were addressed by the engineer on December 15, 2022. The drainage plan was approved with exceptions noted.
  - On January 3, 2023, HDR attended the pre-construction meeting for 1315 Friarcreek Lane. The Homeowner/Developer/Contractor was made aware of the pertinent construction items for drainage as noted in the City Code of Ordinances including the adjacent floodplain located within the lot.
- f. 1126 Guinea Drive –
- On January 12, 2023, HDR reviewed and returned comments for the Drainage Plan for 1126 Guinea Drive. All previous comments/corrections were addressed by the engineer on January 12, 2023. The drainage plan was approved with exceptions noted.
- g. 1210 Hilshire Villa Drive –
- On January 6, 2023, HDR reviewed and returned comments for the Drainage Plan for 1210 Hilshire Villa Drive. All previous comments/corrections were addressed by the engineer on January 5, 2023. The drainage plan was approved with exceptions noted.
- h. 1209 Pine Chase Drive –
- On January 4, 2023, City Staff initiated removal of trees that were noted as potential obstructions during a site meeting held on December 9, 2022 located in the existing City drainage easement near 1205 and 1209 Pine Chase Drive. Removal of additional trees/brush is still being coordinated for completion.
- i. 2 & 3 Pine Creek Lane –
- On January 5, 2023, HDR provided a site visit to 2 & 3 Pine Creek Lane to review a report of erosion control work taking place along the property adjacent to the creek. It was found that the Contractor was continuing work outside of the permit issued to complete the emergency repair work and wall cap construction and was issued a red tag to stop work.
  - Correspondence was sent to the Property Owner's Contractor and Representatives to be made aware that the work being performed was not allowed and that plans and details for the project had yet to be property submitted for permitting and

construction of the project. Harris County Flood Control District was also made aware of the work taking place that was not permitted by the City.

- A response to the correspondence has not been made to date, and HDR and City Staff will continue to communicate with the Property Owner's Representative to provide the necessary permitting requirements.

j. 12 Pine Creek Lane –

- Discussion regarding the status of the asphalt repair at 12 Pine Creek was made at the December City Council Meeting. HDR noted that the existing asphalt repair was deficient and that a subsequent repair will be made to correct the asphalt pavement surface; however, it was recommended that the repair take place after construction is completed at 12 Pine Creek Lane and construction vehicle traffic is no longer on-site.
- The Contractor will be notified of providing the repair once the home construction is completed at 12 Pine Creek Lane.

k. 1310 Ridgeley Drive –

- On January 5, 2023, HDR provided an interim site visit to review the erosion control project at 1310 Ridgeley Drive. It was requested by resident Mr. Robert Byrne (1305 Bridle Spur Lane) to verify if the Contractor had replaced the pre-existing drainage piping that drained the back portion of 1310 Ridgeley that abuts Bridle Spur Lane. In review of the project area, it was verified that the Contractor had re-installed the piping to the existing location.
- The erosion control work was mostly complete at the time of the site visit with cleanup and site restoration still needing to be performed.

l. 1131 Wirt Road –

- On January 12, 2023, HDR received a Pool Drainage Plan resubmittal for 1131 Wirt Road. The pool drainage plan is currently being reviewed for comments.

m. Pine Chase Grove Water Meters –

- HDR continues efforts to coordinate with the City of Houston to provide guidance on options to improve the appearance and safety of the Pine Chase Grove easement area.
- HDR has made contact with Telley Dennis of City of Houston (Customer Account Services) and will be meeting their team the week of January 15<sup>th</sup> to revisit the site improvement items noted back in July 2020 and to begin planning and coordination of site improvements that will be allowed by City of Houston.

n. Wirt Road Safety Project/ Interlocal Agreements –

- HDR is currently waiting for the survey work to be completed by Landtech, Inc. (Survey Subconsultant) in order to begin the redline/preliminary design of the proposed sidewalk. Landtech has coordinated with 811 (Call Before You Dig) to get existing utilities marked in the ground before they conduct the survey.
- On January 12, 2023, HDR followed up with Ms. Weona Dean (Harris County Engineering) regarding the status of the Interlocal Agreement (ILA) between Harris County and Hilshire Village. The ILA was not included in the December 13, 2022 nor the January 10, 2023 Commissioners Court Agenda as previously planned by Ms. Dean. It is now scheduled for the January 31, 2023 Commissioners Court.
- Similarly, on January 12, 2023, HDR followed up with Mr. Patrick Nguyen (City of Houston) on the status of the ILA between the City of Houston and Hilshire Village. Mr. Nguyen is out of the office until January 17, 2023, therefore no update on this ILA is available at this time.

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

Sincerely,

HDR Engineering, Inc.



Javier Vasquez, P.E., CFM  
Civil Engineer

cc: Files (10361759)

2022 End of Year Numbers	Avg Dispatch Time	Avg Turnout Time	# EMS Calls	# EMS Life Threat Calls	Avg 1st Resp Time	Avg EMS Resp Time	Total # Fire Resp	# life theat fire calls	Avg Fire Resp Time
Bunker Hill	0:51	0:59	136	62	4:55	5:59	178	32	4:49
Hedwig	0:57	0:59	296	170	4:20	4:20	220	30	3:36
Hilshire	0:56	1:01	43	20	3:11	5:36	43	4	4:39
Hunters Creek	0:56	1:00	148	64	3:54	5:44	261	30	4:47
Piney Point	0:53	0:56	120	65	2:36	5:13	240	22	4:22
Spring Valley	0:54	0:59	209	92	3:02	4:54	223	35	4:35
Houston			3				127		
Total/Average	0:54	0:59	955	473	3:39	5:17	1292	153	4:28

**RESOLUTION APPROVING CENTRAL BANK'S  
ELECTRONIC LOCKBOX PAYMENT SERVICES  
FOR CITY CUSTOMERS**

THE STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, the City council of City of Hilshire Village (the "City") desires to permit additional forms of payment for City water and sewer bills as a convenience to its customers, including but not limited to, electronic funds transfers from customers' accounts and internet payments using a customer's financial institution's on-line bill payment system, (the "Electronic Lockbox Services", a/k/a ELB Services); and

WHEREAS, the City desires to secure the ELB Services through Central Bank; and WHEREAS, the City desires to contract with Central Bank, pursuant to the terms of a processing agreement ("Processing Agreement"), for Central Bank to perform for the City certain processing services related to the ELB Services; and

WHEREAS, the City desires to have certain of the ELB Services available from Central Bank, through third party vendors, specifically, online check and internet bill payment services available at a City's customer's financial institution (the "Check Elimination Services"); and

WHEREAS, the Check Elimination Services are currently made available under a Third Party Electronic Payment Delivery Agreement ("Third Party EPDA") between Fiserv Solutions, Inc. ("Fiserv"), FIS Biller Direct, others and Central Bank; and

WHEREAS, the Processing Agreement also details (i) the City's obligations to Central Bank with respect to the ELB Services and, (ii) the City's authorization of Central Bank to perform certain functions in connection with the ELB Services; and

WHEREAS, the City acknowledges that Central Bank may offer the ELB Services through various third party vendors so long as the City's obligations with respect thereto will not differ from its obligations with respect to the ELB Services as detailed in the Processing Agreement;

WHEREAS, the City also desires to appoint Central Bank to act as its agent with respect to execution of an Agent Authorization Agreement with FiServ, which approves FiServ sending the payment(s) settlement by ACH to the City's Central Bank checking account and instructs FiServ to send the remittance data to Central Bank in accordance with the Electronic Payment Delivery Agreement between Central Bank and FiServ; and

WHEREAS, Central Bank, subject to the terms of the various agreements associated with the ELB Services that are to be entered or have been entered into by Central Bank, as listed above, has represented and agreed that the ELB Services will be available to the City and its customers

for a one (1) year term, and may be renewed, by mutual agreement among Central Bank, the City and/or third party vendors, as applicable, for successive one year periods; and

WHEREAS, Central Bank has represented to the City that the cost to the City (“City Fees”) and its customers (“Customer Fees”) for the various ELB Services are as set forth on Schedule One to these resolutions, subject to amendment from time to time as provided in the agreements associated with each of the ELB Services; and

WHEREAS, Central Bank has represented that all Customer Fees shall be separate from City receipts and that City receipts will not be diminished by Customer Fees; and

WHEREAS, Central Bank has represented that funds collected utilizing the ELB Services (separate from any Customer Fees) on behalf of the City must be deposited in an active Central Bank account which will be governed by all relevant provisions of Texas law applicable to public funds; and

WHEREAS, the City has engaged Inframark, LLC (the “Operator”) to provide monthly billing, collection, and other services (“Collection Services”) for the City pursuant to a service agreement and Operator will continue to provide Collection Services in conjunction with the ELB Services and will coordinate as necessary with Central Bank and other third party vendors; and

WHEREAS, the City has assumed certain obligations regarding provision of the ELB Services, which obligations the Operator will assume as part of its Collection Services for the City pursuant to an Addendum to Operator Service Agreement (“Operator Addendum”) with the City.

NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF City of Hilshire Village THAT:

Section 1: The City council of the City (the “Council”) hereby approves the offering of the ELB Services to its customers through Central Bank, FiServ Solutions f/k/a CheckFreeDirect, and other third party vendors that are acceptable to Central Bank, and their respective authorized agents, vendors, retailers and/or processors, and the City hereby authorizes the payment of City Fees to Central Bank for the ELB Services, and consents to Central Bank and FiServ conditioning a City’s customer’s access and use of the ELB Services on the customer paying the Customer Fees associated with any ELB Services selected by the City customer; provided, however, that neither Central Bank, FiServ, nor any other third party shall have any lien or security interest whatsoever on any City accounts, funds, or property as a result of the ELB Services provided.

Section 2: The Council hereby appoints Central Bank to act as its agent in the procurement of the ELB Services and authorizes and directs Central Bank to perform all other necessary actions to provide the ELB Services to the City and City customers; provided, however, that Central Bank shall have no authority to bind the City to any terms contrary to representations made by Central Bank to the City and recited herein.

Section 3: The Council hereby authorizes and directs its officers and consultants to provide the necessary Central Bank account information to Central Bank and, if the City does not have a depository operating account at Central Bank, to open a depository operating account or a non-interest bearing clearing account with Central Bank with a balance minimum to cover return items prior to the commencement of the ELB Services. If the Central Bank checking account is used as a “clearing account”, then the clearing account must be governed by the same terms and conditions of all Central Bank public fund checking accounts and in accordance with Texas law governing the use of public funds.

Section 4: The Council hereby authorizes the execution and delivery of the Processing Agreement and Operator Addendum, the form, terms and provisions of which and the documents referenced therein being hereby authorized and approved, and authorizes and directs its officers to execute and deliver the Processing Agreement and Operator Addendum on behalf of the Council.

Section 5: The Council hereby authorizes and directs the City’s officers to provide Central Bank from time to time with the names and titles of the City’s officers, attorneys and other consultants who are authorized to act for the City in the City’s performance of its obligations to Central Bank under the terms of the Processing Agreement, including but not limited to, the authorization of the Operator to act for the City in the resolution of any discrepancies that may arise between City and customer records.

Section 6: The Council hereby authorizes and directs the City's officers to execute all other documents and authorizes and directs its officers, attorneys, and other consultants to take all actions necessary to accomplish the purposes of this Resolution.

Section 7: This Resolution constitutes official action by the City council of the City concerning the foregoing matters and shall take effect and be in full force and effect upon and after its passage.

PASSED AND APPROVED this 17th day of January, 2023.

**City of Hilshire Village**

BY: \_\_\_\_\_  
Robert F. Buesinger, Mayor  
\_\_\_\_\_  
Name & Title

ATTEST:

\_\_\_\_\_  
Name & Title  
Cassie Stephens, City Secretary

**Central Bank – Electronic Lockbox Service Fees  
Schedule One**

**CITY FEES:**

ELB Services Return Item Processing Fee

- \$7.50 per return item processed, subject to future increase.
- Fees may be amended from time to time with 30 days written notice.

**CUSTOMER FEES:**

Check Elimination

Online Check and Internet Bill Payment Through Customer’s Financial Institution

- No fee



## ADDENDUM TO OPERATOR SERVICE AGREEMENT

This Addendum to Operator Service Agreement (“Operator Addendum”) is entered into as of this 17 day of January, 20\_23, by and between the City of Hilshire Village, a political subdivision of the State of Texas (“City”) and INFRAMARK, LLC. (“Operator”), a Texas limited liability company duly organized under the laws of and authorized to do business in the State of Texas.

WHEREAS, Central Bank (“Central Bank”) has entered into Vendor Agreements with FiServ Solutions Inc. (“FiServ”) to provide means by which residents of the City (“Customers”) can pay their water and sewer bills, including but not limited to, “Check Elimination Services” (online check and internet payments using a customer’s financial institution’s on-line bill payment system), (the “ELB Services”); and

WHEREAS, the City has entered into a Processing Agreement with Central Bank, whereby (i) the City agrees to perform certain functions in connection with the ELB Services, and (ii) Central Bank will perform for the City certain processing services in connection with the ELB Services that would otherwise be required of the City in connection with the ELB Services; and

WHEREAS, the City acknowledges that Central Bank may offer the ELB Services through various third party vendors so long as the City’s obligations with respect thereto will not differ from its obligations as detailed in the Processing Agreement; and

WHEREAS, the Operator currently provides monthly billing, collection, and other services (“Collection Services”) for the City pursuant to a professional services agreement and will continue to do so; and

WHEREAS, pursuant to the Processing Agreement, the City has assumed certain obligations regarding provision of the ELB Services, which obligations the Operator will assume as part of its Collection Services for the City; and

WHEREAS, the City and the Operator agree that the Operator will benefit from the City’s provision of the ELB Services to its Customers through more efficient performance of its Collection Services; and

WHEREAS, the Operator is willing to assume certain of those obligations on the terms and conditions set forth in this Operator Addendum.

NOW, THEREFORE, in consideration of the representations, promises, covenants and obligations contained herein, the receipt and sufficiency of such consideration being hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I. PROCESSING AGREEMENT WITH CENTRAL BANK

Section 1.1 Pursuant to the terms of the Processing Agreement, Operator agrees:

- (1) To review promptly all reports provided by Central Bank pursuant to the Processing Agreement and to promptly report to Central Bank any errors identified by Operator in any such report;
- (2) To develop and implement procedures to insure the Operator's compliance with all laws and regulations applicable to the Operator in its performance of processing services on behalf of the City pursuant to this Operator Addendum; and

Section 1.2 In connection with the ELB Services, specifically, check elimination (online check and internet bill payment) services available at a Customer's financial institution, and the City's related duties as described in the Processing Agreement, Operator agrees to:

- (1) Process payments and the relevant data associated with the payment as soon as reasonably possible after the funds and relevant data have been transmitted by Central Bank to the Operator on behalf of the City;
- (2) To verify the Customer's relevant data prior to conversion to an electronic transaction;
- (3) Notify Central Bank as soon as reasonably possible if the data file fails to post; and
- (4) Notify Central Bank in the event any Customer payment received is not credited to the applicable account.

## ARTICLE II. GENERAL TERMS

Section 2.1 *Term.* This Operator Addendum shall continue in force and effect so long as the Processing Agreement remains in force and effect unless (i) terminated by mutual written agreement of the City and the Operator or, (ii) the Operator is replaced by another operator pursuant to a new service agreement with the City.

Section 2.2 *Modification.* This Operator Addendum shall be subject to change or modification only with the written mutual consent of the City and the Operator.

Section 2.3 *Severability.* The provisions of this Operator Addendum are severable, and if any provision or part of this Operator Addendum or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Operator Addendum and the application of such provision or part of this Operator Addendum to other persons or circumstances shall not be affected thereby.

**IN WITNESS WHEREOF**, the City and the Operator have executed this Operator Addendum in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written above.

**City of Hilshire Village**

**INFRAMARK, LLC.**

**BY:**

**BY:**

\_\_\_\_\_

\_\_\_\_\_

Robert F. Buesinger, Mayor

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

ATTEST BY:

\_\_\_\_\_

Cassie Stephens, City Secretary

\_\_\_\_\_  
Name & Title

## PROCESSING AGREEMENT WITH CENTRAL BANK

This Processing Agreement is executed on January 17, 20<sup>23</sup> (“Effective Date”), by and between the City of Hilshire Village, a political subdivision of the State of Texas (the “City”), and Central Bank (“Central Bank”), a Bank organized and existing under the laws of the State of Texas. The City and Central Bank are in good standing with the State of Texas, and are authorized to enter into and engage in this Processing Agreement.

WHEREAS, the City desires to have available from Central Bank, through third party vendors, (i) “Check Elimination Services” (online check and internet bill payment services available at a City’s customer’s financial institution) (the “ELB Services”); and

WHEREAS, the ELB Services are currently made available under a Third Party Electronic Payment Delivery Agreement (“TPE Agreement”) between FiServ Solutions, Inc. (“FiServ”), and Central Bank; and

WHEREAS, in connection with the ELB Services, the City will assume certain obligations and authorize Central Bank to perform certain functions, as detailed herein; and

WHEREAS, the City acknowledges that Central Bank may offer the ELB Services through various third party vendors so long as the City’s obligations with respect thereto will not differ from its obligations detailed hereinafter with respect to the ELB Services.

NOW, THEREFORE, in consideration of the representations, promises, covenants and obligations contained herein, the receipt and sufficiency of such consideration being hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I. DELIVERY OF DOCUMENTS

SECTION 1.1 *Delivery*. The City shall deliver to Central Bank original executed copies of each of the following documents as soon as possible following the execution of this Processing Agreement by the City:

- (a) This Processing Agreement;
- (b) Operator Addendum; and
- (c) City council’ Resolution(s) certified by the Secretary of the City authorizing: the execution and delivery of this Processing Agreement and the provision of the names and specimen signatures of the individuals specifically authorized to act on behalf of the City in connection with matters arising under this Processing Agreement.

Until the documents listed in this Section 1.1 are delivered to the Bank, Central Bank has no obligation to perform ELB Services for the City under the terms of this Processing Agreement.

SECTION 1.2 *The City to Furnish Documents*. The City agrees to furnish Central Bank, from time to time, copies of all amendments of and supplements to, or otherwise current versions of all City council’ resolutions modifying the resolutions affecting this Processing Agreement delivered to Central Bank pursuant to Section 1.1 hereof, and Central Bank is authorized to act on the most recent

versions of the City council' resolutions provided to Central Bank until Central Bank receives a copy of any amendments, modifications and/or supplements to such resolutions.

## ARTICLE II. EXPENSES

SECTION 2.1 *Fees Paid to Central Bank.* For the ELB Services, the City will pay to Central Bank the fees set forth in Schedule A — Processing Agreement City Fees attached to this Processing Agreement.

SECTION 2.2 *Expenses Paid by the City.* All expenses of the City incurred by the City in carrying out its responsibilities under this Processing Agreement shall be paid by the City, including but not limited to the following:

- (a) Taxes, if any, and any preparation of documents incidental or related to taxes; and
- (b) Legal, audit, and accounting expenses.

## ARTICLE III. ELB SERVICES

SECTION 3.1 *Instructions and Reliance.* For purposes of this Processing Agreement, the term "Entries" shall have the meaning provided in the National Automated Clearing House Association Rules and shall also mean the data received from the City under this Processing Agreement from which Entries are prepared and processed. For purposes of this Processing Agreement, the term "instructions" means written directions given to Central Bank by or on behalf of the City council of the City, concerning the ELB Services Entries. Central Bank shall be deemed to have received instructions from the City council upon receipt of written directions (including receipt by telecopier, telegram, cable, facsimile or telex), which may be continuing directions adopted by the City council of the City or by a person listed in Section 3.2 of this Processing Agreement whom the City council shall have authorized to give the particular class of instructions in question. Different persons may be authorized in Section 3.2 to give instructions for different purposes, and instructions may be general or specific in terms; however, if instructions are given in general terms, and a dispute arises as to actions taken by Central Bank and reasonable reliance upon such instructions then, as between the City and Central Bank, any ambiguity in instructions shall be construed against the City.

SECTION 3.2 *Authorized Individuals.* The following individuals listed, as amended from time to time, are authorized to initiate, correct, and/or delete Entries related to the ELB Services and/or instruct Central Bank to take other actions with respect to the matters governed by this Processing Agreement. City may amend authorized individuals by providing Central Bank with a new list of authorized individuals signed by the City. Such amendment becomes effective upon receipt by Central Bank.

**CHECKING ACCOUNT:**      0

	AUTHORIZED NAME	AUTHORIZED SIGNATURE	PHONE NUMBER/EMAIL
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

**SECTION 3.3 *Duties of City.*** In connection with the offering of ELB Services through Central Bank, the City agrees to perform certain functions:

In connection with check elimination services (online check and internet bill payment services available at a City's customer's financial institution), the City agrees:

- i. to maintain sufficient funds to effect electronic debits for the reversal of any payment;
- ii. to process payments and the relevant data associated with the payment as soon as reasonable possible after the funds and relevant data have been transmitted by Central Bank to the City;
- iii. to notify Central Bank as soon as reasonably possible if the data file fails to post; and
- iv. to notify Central Bank in the event any customer payment received is not credited to the applicable account.

**SECTION 3.4 *Central Bank Authorization.*** In connection with the ELB Services, the City hereby authorizes Central Bank to perform certain functions:

With respect to the check elimination services at a City customer's financial institution, Central Bank is authorized to:

- i. provide a service that permits the on-line check vendor to convert a customer authorized debit payment from a paper transaction to an electronic ACH credit transaction to post to the City's account at Central Bank;
- ii. convert payment record information to an electronic posting file;
- iii. provide service providers deposit account and transaction information;
- iv. conduct general business pertinent to facilitate electronic delivery and settlement of ACH checks and/or payment records;
- v. accept receipt of the data file and ACH funds file; and
- vi. have authority related to deposits and reversibility of the ACH file and/or any transactions specific to online check and internet bill payment including, to receive ACH credits on behalf of the City from vendors and, in the event of a non-payment item, to debit the City's account for the prior deposit of such item.

**ARTICLE IV. INDEMNITIES**

SECTION 4.1 *INDEMNITIES.*

(a) Subject to Sections 4.2 and 4.3 hereof and to the fullest extent allowed by law, the City agrees to defend, indemnify and hold harmless Central Bank, and its directors, officers, employees and/or agents ("Central Bank Indemnified Parties") from and against any and all claims, liabilities, demands, actions, suits, costs, fees, attorneys' fees, collection costs, court costs, expenses, losses, and damages of any and every kind arising out of, resulting from or attributed, directly or indirectly, to the City's breach of its obligations under this Processing Agreement.

(b) Subject to Sections 4.2 and 4.3 hereof and to the fullest extent allowed by law, Central Bank agrees to defend, indemnify and hold harmless the City, and its directors, officers, employees and/or agents ("City Indemnified Parties") from and against any and all claims, liabilities, demands, actions, suits, costs, fees, attorneys' fees, collection costs, court costs, expenses, losses, and damages of any and every kind arising out of, resulting from or attributed, directly or indirectly, to Central Bank's breach of its obligations under this Processing Agreement.

(c) Nothing contained herein shall be interpreted or construed as a waiver of the City's rights to governmental immunity.

Section 4.2. *Damages.* Central Bank and City agree that each party will exercise reasonable care in the performance of their respective obligations under this Processing Agreement and that each party will comply with all applicable law and regulations. A party shall be liable only for loss due to its breach of its obligations under this Processing Agreement. Neither party, however, shall be liable for loss due to inaccurate or untimely information provided by the other.

Section 4.3. *Limitations of Warranties.* EXCEPT AS PROVIDED IN THIS PROCESSING AGREEMENT, NEITHER CENTRAL BANK NOR CITY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OF THEIR DUTIES HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

**ARTICLE V. TERM AND TERMINATION**

SECTION 5.1 *Term.* Except as provided in Section 5.2 hereof, this Processing Agreement is for a term of one (1) year from the Effective Date hereof. This Processing Agreement shall renew at the expiration of the initial term and shall renew automatically for additional one (1) year terms, unless not less than sixty (60) days prior to such expiration of the applicable term Central Bank or City shall have sent the other party written notice of its intention that this Processing Agreement should expire on such expiration of the applicable term. Notwithstanding the foregoing, and except as otherwise provided in this paragraph, either Central Bank or City may terminate this Processing Agreement on thirty (30) days prior written notice to the other party if a party fails, in any material respect, to comply with the terms of this Processing Agreement, unless the party in default remedies such default during the thirty (30) day period, or if such default cannot be remedied during such thirty (30) day period, the defaulting party takes reasonable steps to remedy such default during the thirty (30) day period, thereafter diligently and continuously continues its efforts to remedy such default, and the defaulting party actually remedies such default within sixty (60) days of the original written notice of default to the defaulting party. Notwithstanding the foregoing, if either party shall cease

doing business, or becomes insolvent or becomes a party to any bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors, then this Processing Agreement shall terminate immediately. In addition, if after the Effective Date of this Processing Agreement, any law, regulation, or ordinance, whether federal, state, or local, becomes effective which substantially alters the ability of either party to perform hereunder, the applicable party shall have the right to terminate this Processing Agreement upon thirty (30) days written notice to the other party. A party's decision not to terminate this Processing Agreement promptly after the occurrence of one of the aforementioned events does not constitute a waiver of such party's right to terminate this Processing Agreement at a later date. No termination hereunder or expiration of this Processing Agreement shall affect the rights or obligations of either party which may have arisen or accrued prior to such termination or expiration. Upon termination, the rights and obligations of the parties hereunder will cease, excepting only the rights of each party with respect to any breach of this Processing Agreement by the other party prior to the effective date of the termination.

SECTION 5.2 *Termination of ELB Services Due to Change in Contractor.* If the contractor (operator) no longer provides monthly billing and collection services for the City, and the City, or a third party providing monthly billing and collection services for the City, does not have an agreement with Central Bank for Central Bank to make the ELB Services available to the City, then either party may terminate this Processing Agreement with regard to the ELB Services by giving the other party sixty (60) days written notice.

## ARTICLE VI. CONSULTATION AND RELIANCE

SECTION 6.1 *Reliance on Instructions.* Central Bank shall not be liable and shall be fully protected in relying upon any instructions or other communication that Central Bank receives from an individual who is authorized to act on behalf of the City.

## ARTICLE VII. MISCELLANEOUS

SECTION 7.1 *Entire Agreement.* The Processing Agreement, together with Central Bank's operating procedures and the documents delivered as specified in Section 1.1 hereof constitute the entire agreement between the parties hereto with respect to the subject matter discussed.

SECTION 7.2 *Amendments.* This Processing Agreement shall not be modified or amended without mutual consent, which must be evidenced by an instrument in writing executed by each party hereto, or by their respective successors or permitted assigns.

SECTION 7.3 *Captions.* The captions in this Processing Agreement are included for convenience of reference only and shall in no way define or limit any of the provisions hereof or otherwise influence their construction.

SECTION 7.4 *Severability.* If any provision of this Processing Agreement is or becomes invalid under any applicable statute or regulation or is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Processing Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are declared severable.

SECTION 7.5 *Notices.* Notices or consents of any kind required or permitted under this Processing Agreement shall be in writing and shall be deemed duly delivered if delivered in person or if

mailed by certified mail, return receipt requested, postage prepaid, or sent by telex, fax or courier, properly addressed to the appropriate party as follows:

If to the City:

CITY: City of Hilshire Village  
ADDRESS: 2002 West Grand Parkway North STE 100  
CITY & ZIP: Katy, TX 77449  
PHONE: 281-579-4500  
TELECOPY:  
CONTACT NAME: Mirna Bonilla

If to Central Bank:

Central Bank  
Public Funds Department  
11201 Clay Road  
Houston, TX 77041  
Attention: Christin Yokubaitis Phone: 832-782-5249  
Public Funds Department: Phone: 832-782-5245

or to such other address or to the attention of such other individual as shall be specified by the respective parties hereto by written notice given in the manner provided above.

SECTION 7.6 *Applicable Law.* This Processing Agreement shall be deemed to have been executed in the State of Texas, and the laws of the State of Texas shall govern the construction of this Processing Agreement and the rights and remedies of the respective parties hereto.

SECTION 7.7 *Enforcement and Waiver.* Each party hereto shall have the right at all times to enforce the provisions of this Processing Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of such party in refraining from so doing at any time or times. The failure of a party hereto at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Processing Agreement or as having in any way or manner modified or waived the same, nor shall such forbearance give rise to any estoppel against the strict enforcement of such provisions in the future.

SECTION 7.8 *Counterparts.* This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

SECTION 7.9 *Effectiveness.* This Processing Agreement shall take effect on the Effective Date following mutual execution.

SECTION 7.10 *Arbitration.*

(a) Upon the request of any party hereto, whether made before or after the institution of any legal proceeding, any action, dispute, claim or controversy of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable, or otherwise), now existing or hereafter arising between the parties (including their respective officers, directors, employees, agents, insurers, affiliates, any person in privity with them and any other representative), in any way arising out of,

pertaining to or in connection with this Processing Agreement (“Disputes”), may be resolved by binding arbitration in accordance with the terms of this Section.

(b) Unless the parties agree to an alternate binding arbitration procedure, all Disputes agreed to be resolved by binding arbitration shall be administered by the American Arbitration Association (the "AAA") in accordance with the terms of this Section, the Commercial Arbitration Rules of the AAA, and, to the maximum extent applicable, the Federal Arbitration Act (Title 9 of the United States Code) and/or the Texas General Arbitration Act (Texas Civil Practice and Remedies Code, Section 171.001, et seq.). In the event of any inconsistency between this Section and such statute and rules, this Section shall control. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction; provided, however, that nothing contained herein shall be deemed to be a waiver by Central Bank of the protections afforded to it under 12 U.S.C. § 91 or Texas Finance Code Section 31.008.

(c) All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding.

(d) The arbitrators shall resolve all Disputes in accordance with applicable substantive law. Any arbitrator shall be knowledgeable in the subject matter of the Dispute. The arbitrators may grant any remedy or relief that the arbitrators deem just and equitable and within the scope of this Section. The arbitrators may also grant such ancillary relief as is necessary to make effective the award.

(e) Arbitrators shall have the discretion to order a pre-hearing exchange of information by the parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of parties. All time limitations and all issues regarding conformation with discovery requests shall be decided by the arbitrator(s).

(f) Each party agrees to keep all Disputes and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. Neither party nor any arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties.

#### SECTION 7.11 *Chapter 2271 Verification*

By signing and entering into this Processing Agreement, Central Bank verifies, pursuant to Chapter 2271, Texas Government Code, that Central Bank, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Processing Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

SECTION 7.12 *Anti-Terrorism Verification*

Central Bank hereby represents and warrants that at the time of execution of this Processing Agreement neither Central Bank, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

SECTION 7.13 *Energy Company/Firearms Verifications*

By signing and entering into this Agreement, Central Bank verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Texas Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Texas Government Code.

By signing and entering into this Agreement, Central Bank verifies, pursuant to Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Texas Government Code, that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. "Boycott energy company" has the meaning assigned by Section 809.001 of the Texas Government Code.

IN WITNESS WHEREOF, the parties hereby have caused this instrument to be executed by their respective officers designated below as of this 17<sup>th</sup> day of January, 2023.

**City of Hilshire Village**

**Central Bank**

BY:

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Robert F. Buesinger

Print Name & Title

\_\_\_\_\_  
Christin Yokubaitis, Senior Vice President

**SCHEDULE A — Processing Agreement**  
**CITY FEES**

ELB Vendor Services One-Time ELB Entries	Fee
• Check Elimination Vendor Return Item	\$7.50

Inframark Service Charges	Current Rate	New Rate	% increase	New Annual Billing Estimate	FYE 2022
<b>Base Monthly Operations Fees</b>					<b>Totals</b>
Daily Chlorine Residuals, sampling and monthly bacteriological sampling - per month	2,000.00	7,200.00	260%	62,400.00	<b>\$24,000.00</b>
Lift Station		500 per lift station per month		6,000.00	<b>\$11,647.73</b>
Collection & Distribution		7,200 per month		86,400.00	
*Residential Connection Fee - per connection	3.50	4.51	29%	2,695.69	<b>\$2,092.00</b>
*Commercial Connection Fee - per 10,000 gallons of water usage	3.50	4.51	29%	359.51	<b>\$279.00</b>
*Only billed in the following months: February, April, June, August, October and December					
<b>Water Service Taps</b>					
*Residential Meters 5/8" & 3/4" - per tap, plus \$3.00 per foot if over 40'	350.00	900.00	157%	425.78	<b>\$165.58</b>
*Non-typical Residential Meters 1" - per tap, plus \$3.00 per foot if over 40'	600.00	1,350.00	125%	918.70	<b>\$408.31</b>
Taps larger than 1"		Custom Quote			<b>\$942.96</b>
*There will be a separate charge to 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					
<b>Sanitary Sewer Inspection</b>		Per Inspection			
Residential		50.00			
Commercial		Custom Quote			
<b>Customer Service Inspections</b>		Per Inspection/Rejection			
Residential-Pre-site		35.00			
Residential-Slab		30.00			
Residential-Wall		30.00			
Residential-Fixture		60.00			
Residential-Final Site Survey		55.00			
Non-Residential		Custom Quote			
<b>Other Types of Inspections</b>	Per Inspection/Rejection	Per Inspection/Rejection			
Backflow Prevention	75.00	125.00	67%		
Grease Trap	50.00	60.00	20%		
Fire Hydrant	Labor, Vehicle and Equipment rates				
<b>Labor and Supervision</b>					
Salary	cost X 2, consisting of the hourly rate and benefit cost X 2				<b>\$24,070.48</b>
Overtime rates of time and one-half will apply for work performed	before 7:30 am and after 4:00 pm				<b>\$9,503.50</b>
	in excess of 8 hours per day or 40 hours per week and on weekends and holidays				
	Holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve Day and Christmas Day.	Holidays as designated by Inframark as company holidays.			
Outside contractor, professional services and materials will be billed at cost plus 20%					

Inframark Service Charges	Current Rate	New Rate	% increase	New Annual Billing Estimate	FYE 2022
<b>Vehicles and Equipment</b>	per hour	per hour			
Utility Truck	16.00	17.50	9%	9,056.25	<b>\$8,280.00</b>
Electrical Vehicle	29.00	35.00	21%	560.00	<b>\$464.00</b>
Maintenance Truck	31.00	35.00	13%	166.25	<b>\$147.25</b>
Mechanical Truck	31.00	35.00	13%		
Chlorination Truck	31.00	35.00	13%		
Crew Truck	29.00	45.00	55%	12.41	<b>\$8.00</b>
Crane Truck	52.00	60.00	15%	480.00	<b>\$416.00</b>
Dump Truck	55.00				
Backhoe with Trailer	60.00	65.00	8%	520.00	<b>\$480.00</b>
Shoring Equipment	25.00	30.00	20%		
Utility Trailer	10.00	12.00	20%		
Lowboy (Gooseneck) Trailer	11.50	12.50	9%		
*Televising Unit (4-hr minimum)	115.00	120.00	4%		
*Air Scouring Unit (4-hr minimum)	110.00	150.00	36%		
*Vactor/Jet Unit (4-hr minimum) Includes Technician - not including dump fee	170.00	200.00	18%	950.00	<b>\$807.50</b>
*Vactor/Jet Unit (4-hr minimum) Includes Technician Overtime Rate - not including dump fee	185.00	220.00	19%		
*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%					<b>\$1,269.12</b>
<b>Other Services</b>					
Sludge Management and Disposal		No markup on invoices paid directly by the City			<b>\$218.16</b>
Landscape Services		Outside contractor rates, plus markup			
Billing and Collection Services		At Cost, No Markup			<b>\$15,326.91</b>
Back charge Administrative Fee - per back charge		15.00			
Delinquency Notices - per notice	7.50	15.00	100%	2,112.00	<b>\$1,056.00</b>
Returned Check/Payment Reversal - per transaction	10.00	25.00	150%	260.00	<b>\$104.00</b>
Service Account Transfer - per transfer	7.50	15.00	100%	464.00	<b>\$232.00</b>
Meter Disconnects/Reconnects - per occurrence	20.00	30.00	50%	1,410.00	<b>\$940.00</b>
Meter Removal/Installation/Reinstallation - per occurrence	40.00	60.00	50%	240.00	<b>\$160.00</b>
Photocopies - per page	0.15				
Color Photocopies/Facsimiles - per page	1.00				
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%					<b>\$5,124.19</b>
Lab Services - Water System Asset					<b>\$5,418.84</b>
Other Miscellaneous Items					

**ESTIMATES 52% 170,645.28**

**\$112,098.33**  
FYE 2022 Expenditures

City of Hilshire Village, Texas -  
 ORDINANCE 805-2021  
 BUDGET AMENDMENT  
 NUMBER 1 OF ORDINANCE 801-2020  
 FYE 2020

**CITY OF HILSHIRE VILLAGE  
 ORDINANCE NUMBER 828-2023**

**AMENDMENT NO. 1 FYE 2022**

**AMENDING ORDINANCE 812-2021**

	Year to Date Actuals	Year to Date Budget	Year to Date Difference	Amendment 1	Amended Budget
<b>DESCRIPTION/PURPOSE: RECLASSIFY BUDGET LINE ITEMS</b>					
<b>General Revenue</b>					
Property Taxes - Current	\$ 1,200,041.62	1,209,729.00	(9,687.38)		<b>1,209,729.00</b>
Property Taxes - Delinquent	13,911.93	0.00	13,911.93		<b>0.00</b>
Franchise tax	60,489.78	55,000.00	5,489.78		<b>55,000.00</b>
City Sales Tax	67,092.50	54,000.00	13,092.50		<b>54,000.00</b>
Interest Income - C o O	0.00	0.00	0.00		<b>0.00</b>
Int. Income(CD-Gen. Fund)	475.93	607.00	(131.07)		<b>607.00</b>
Int. Income-Gen funds	893.17	0.00	893.17		<b>0.00</b>
Int. Income-Taxes	17,444.34	3,850.00	13,594.34		<b>3,850.00</b>
Alarm Permits and Misc. Fees	1,439.00	1,800.00	(361.00)		<b>1,800.00</b>
Pet Permits	0.00	0.00	0.00		<b>0.00</b>
Other Income	2,721.32	4,000.00	(1,278.68)		<b>4,000.00</b>
Court Fees	12,439.30	1,804.00	10,635.30		<b>1,804.00</b>
Garbage Income	84,228.21	87,535.00	(3,306.79)		<b>87,535.00</b>
Sales Tax Discount Income	23.11	33.00	(9.89)		<b>33.00</b>
Ambulance Income	0.00	0.00	0.00		<b>0.00</b>
Building Permits	84,004.95	55,000.00	29,004.95		<b>55,000.00</b>
Re-Inspections	480.00	0.00	480.00		<b>0.00</b>
Plan Check for Construction	21,274.11	20,000.00	1,274.11		<b>20,000.00</b>
Plan check for Drainage	10,000.00	9,000.00	1,000.00		<b>9,000.00</b>
Grant - Covid		0.00	0.00		<b>0.00</b>
Budget transfer to Expenses	0.00	0.00	0.00		<b>0.00</b>
<b>Total General Revenues</b>	<b>1,576,959.27</b>	<b>1,502,358.00</b>	<b>74,601.27</b>	<b>0.00</b>	<b>1,502,358.00</b>

City of Hilshire Village, Texas -  
ORDINANCE 805-2021  
BUDGET AMENDMENT  
NUMBER 1 OF ORDINANCE 801-2020  
FYE 2020

	Year to Date Actuals	Year to Date Budget	Year to Date Difference	Amendment 1	Amended Budget
<b>General Expense</b>					
Police Protection/Court	558,142.08	558,142.00	0.08		558,142.00
Police - Council Meetings	2,250.00	2,400.00	(150.00)		2,400.00
Fire Protection	230,950.18	220,528.00	10,422.18	10,422.18	230,950.18
Fire Station Renovation	0.00	0.00	0.00		0.00
CERT Supplies	0.00	1,000.00	(1,000.00)		1,000.00
Trash Service	81,595.08	87,535.00	(5,939.92)		87,535.00
Mosquito Spraying	2,792.83	3,500.00	(707.17)		3,500.00
Street Lights	5,329.98	6,887.00	(1,557.02)		6,887.00
Tax Collection Fees	12,582.00	12,141.00	441.00	441.00	12,582.00
Audit Fees	18,950.00	18,950.00	0.00		18,950.00
Single Audit	0.00	0.00	0.00		0.00
Legal Fees	15,658.25	17,000.00	(1,341.75)		17,000.00
Legal Fees - Zoning	0.00	3,000.00	(3,000.00)		3,000.00
Wages, Taxes, Benefits	175,601.04	197,957.59	(22,356.55)		197,957.59
FICA Tax	10,743.39	12,273.00	(1,529.61)		12,273.00
Medicare Tax	2,512.82	2,870.00	(357.18)		2,870.00
SUTA Tax	27.00	1,161.00	(1,134.00)		1,161.00
Medical & Life Insurance	31,963.25	34,331.51	(2,368.26)		34,331.51
Board of Adjustment	1,095.94	3,500.00	(2,404.06)		3,500.00
Insurance	5,187.02	5,000.00	187.02	187.02	5,187.02
Education	3,504.48	5,000.00	(1,495.52)		5,000.00
City Hall Upgrades	7,917.30	20,000.00	(12,082.70)		20,000.00
City Hall Interior Paint	10,000.00	10,000.00	0.00		10,000.00
City Hall Interior Flooring	15,000.00	15,000.00	0.00		15,000.00
City Hall Exterior	3,796.08	10,000.00	(6,203.92)		10,000.00
City Hall Operations	17,452.55	16,000.00	1,452.55	1,452.55	17,452.55
City Hall Maintenance	455.00	3,000.00	(2,545.00)		3,000.00
Website Development	1,500.00	1,500.00	0.00		1,500.00
Web Hosting & Maintenance	1,500.00	1,500.00	0.00		1,500.00
Bank Charges	4,505.43	3,000.00	1,505.43	1,505.43	4,505.43
Dues	2,141.00	2,000.00	141.00	141.00	2,141.00
Public Notices	2,331.00	5,000.00	(2,669.00)		5,000.00
Office Supplies	3,288.46	4,000.00	(711.54)		4,000.00
Election/Voting Machine Rent	7,245.54	5,000.00	2,245.54	2,245.54	7,245.54
City Hall Equipment/Furnishing	6,727.31	6,000.00	727.31	727.31	6,727.31
Misc. /Contingencies	0.00	15,000.00	(15,000.00)	(15,000.00)	0.00
Village Independence Festival	0.00	3,000.00	(3,000.00)		3,000.00
Books for Library	250.00	250.00	0.00		250.00
Miscellaneous	2,741.48	4,000.00	(1,258.52)		4,000.00
Mayor/Council/Administrator	2,435.83	3,000.00	(564.17)		3,000.00
Codification	2,636.27	4,000.00	(1,363.73)		4,000.00
Bldg. Permit Administration	33,000.00	38,000.00	(5,000.00)		38,000.00
Utility Locate	0.00	0.00	0.00		0.00
Inspection- Arborist	720.00	2,000.00	(1,280.00)		2,000.00
Generator Maintenance	145.00	1,245.00	(1,100.00)		1,245.00
Engineering for Grant Funds	0.00	3,000.00	(3,000.00)	(2,122.03)	877.97
Engineering Plan Checking	28,531.48	44,000.00	(15,468.52)		44,000.00
Non-Metro Engineering Services	49,518.76	50,000.00	(481.24)		50,000.00
Metro Engineering Services	0.00	0.00	0.00		0.00
Hazard Mitigation Projects	0.00	5,000.00	(5,000.00)		5,000.00
Hazard Mitigation Projects	0.00	5,000.00	(5,000.00)		5,000.00
<b>Total General Expense</b>	<b>1,362,723.83</b>	<b>1,472,671.10</b>	<b>-109,947.27</b>	<b>(0.00)</b>	<b>1,472,671.10</b>
<b>NO CHANGE IN BUDGET</b>					

City of Hilshire Village, Texas -  
 ORDINANCE 805-2021  
 BUDGET AMENDMENT  
 NUMBER 1 OF ORDINANCE 801-2020  
 FYE 2020

Year to Date Actuals	Year to Date Budget	Year to Date Difference	Amendment 1	Amended Budget
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**RECAP**

**REVENUES**

<b>2022 Adopted Budget Revenues</b>	<b>1,502,358.00</b>
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**NO CHANGE**

**EXPENSES**

<b>2022 Adopted Budget Expenses</b>	<b>1,472,671.10</b>
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Amended #1 no change just reclassification	<b>(0.00)</b>
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<b>NO CHANGE IN BUDGET JUST RECLASIFICATION</b>	<b>1,472,671.10</b>
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**DESCRIPTION/PURPOSE: BUDGET TRANSFERS - FOR UTILITY ACCOUNT**

City of Hilshire Village, Texas -  
ORDINANCE 805-2021  
BUDGET AMENDMENT  
NUMBER 1 OF ORDINANCE 801-2020  
FYE 2020

	Year to Date Actuals	Year to Date Budget	Year to Date Difference	Amendment 1	Amended Budget
<b>OPERATING REVENUES</b>					
Water Revenues	\$ 333,474.50	289,804.00	43,670.50	<b>43,670.50</b>	<b>333,474.50</b>
Sewer Revenues	136,041.07	139,020.00	(2,978.93)	<b>(2,978.93)</b>	<b>136,041.07</b>
Maintenance Revenue	42,078.18	41,880.00	198.18		<b>41,880.00</b>
Garbage	0.00	0.00	0.00		<b>0.00</b>
Sales Tax - Garbage	0.00	0.00	0.00		<b>0.00</b>
Utility Services Income	2,475.43	3,712.02	(1,236.59)	<b>(1,236.59)</b>	<b>2,475.43</b>
Meter Installation	18,578.84	3,000.00	15,578.84	<b>9,455.98</b>	<b>12,455.98</b>
Transfer from Fund Balance	0.00	0.00	0.00		<b>0.00</b>
Transfer/Surpluses	0.00	0.00	0.00		<b>0.00</b>
Interest	0.00	0.00	0.00		<b>0.00</b>
Interest-Utility Billing	3,466.25	2,452.02	1,014.23		<b>2,452.02</b>
Transfer from Fund Balance					<b>0.00</b>
<b>TOTAL</b>					
<b>OPERATING REVENUES</b>	<b>536,114.27</b>	<b>479,868.04</b>	<b>56,246.23</b>	<b>48,910.96</b>	<b>528,779.00</b>
<b>OPERATING EXPENSES</b>					
City Water Supply (COH)	284,655.87	220,157.00	64,498.87	<b>64,498.87</b>	<b>284,655.87</b>
Wastewater Disposal (COH)	96,874.34	93,891.00	2,983.34	<b>2,983.34</b>	<b>96,874.34</b>
Utilities -Lift Station	4,602.26	3,295.00	1,307.26	<b>1,307.26</b>	<b>4,602.26</b>
Utilities- Pine Chase Grove	0.00	166.00	(166.00)	<b>(166.00)</b>	<b>0.00</b>
Bad Debt Expense	0.00	500.00	(500.00)	<b>(500.00)</b>	<b>0.00</b>
Bank Charges	0.00	332.00	(332.00)	<b>(332.00)</b>	<b>0.00</b>
Repairs to Water Lines	44,497.27	50,000.00	(5,502.73)	<b>(5,502.73)</b>	<b>44,497.27</b>
Repairs to Sewer Lines	16.51	15,000.00	(14,983.49)	<b>(14,983.49)</b>	<b>16.51</b>
Repairs to Lift Station	11,647.72	12,000.00	(352.28)	<b>(352.28)</b>	<b>11,647.72</b>
Meter Replacement	977.46	1,750.00	(772.54)	<b>(772.54)</b>	<b>977.46</b>
New Construction Meter Install	18,354.91	3,000.00	15,354.91	<b>15,354.91</b>	<b>18,354.91</b>
Utility Line Locator Services	11,734.44	6,000.00	5,734.44	<b>5,734.44</b>	<b>11,734.44</b>
HCFC - tceq	395.38	395.00	0.38	<b>0.38</b>	<b>395.38</b>
Legal	225.00	500.00	(275.00)	<b>(275.00)</b>	<b>225.00</b>
TCEQ-Engineering	2,052.02	4,000.00	(1,947.98)	<b>(1,947.98)</b>	<b>2,052.02</b>
Meter Reader	3,556.50	3,458.00	98.50	<b>98.50</b>	<b>3,556.50</b>
Water Quality Testing	26,700.76	26,443.00	257.76	<b>257.76</b>	<b>26,700.76</b>
Utility Billing Costs	7,715.35	7,209.00	506.35	<b>506.35</b>	<b>7,715.35</b>
Office Supplies & Postage	0.00	600.00	(600.00)	<b>(600.00)</b>	<b>0.00</b>
Depreciation	0.00	0.00	0.00		<b>0.00</b>
Miscellaneous- Contingency	63.45	5,000.00	(4,936.55)	<b>(4,936.55)</b>	<b>63.45</b>
Utility Engr. On-Call Services	14,709.76	13,729.00	980.76	<b>980.76</b>	<b>14,709.76</b>
<b>TOTAL</b>					
<b>OPERATING EXPENSES</b>	<b>528,779.00</b>	<b>467,425.00</b>	<b>61,354.00</b>	<b>61,354.00</b>	<b>528,779.00</b>

City of Hilshire Village, Texas -  
 ORDINANCE 805-2021  
 BUDGET AMENDMENT  
 NUMBER 1 OF ORDINANCE 801-2020  
 FYE 2020

<b>Year to Date Actuals</b>	<b>Year to Date Budget</b>	<b>Year to Date Difference</b>	<b>Amendment 1</b>	<b>Amended Budget</b>
<b>RECAP</b>				
<b>REVENUES</b>				
				<b>479,868.04</b>
				<b>48,910.96</b>
				<b>528,779.00</b>
<b>EXPENSES</b>				
				<b>467,425.00</b>
				<b>61,354.00</b>
				<b>528,779.00</b>
<b>NO CHANGE IN BUDGET JUST RECLASIFICATION</b>				

ORDINANCE NO. 828-2023

**AN ORDINANCE AMENDING THE CITY OF HILSHIRE VILLAGE, TEXAS, ORDINANCE NUMBER 812-2021 PASSED AND APPROVED SEPTEMBER 21, 2021, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY’S GENERAL BUDGET FOR FISCAL YEAR ENDING 2022, BY APPROVING “BUDGET AMENDMENT NO. 1” TO THE “ORIGINAL GENERAL BUDGET OF THE CITY OF HILSHIRE VILLAGE, TEXAS, FOR THE FISCAL YEAR ENDING 2022”; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.**

\* \* \* \* \*

**WHEREAS**, by Ordinance No. 812-2021, the City Council of the City of Hilshire Village, Texas adopted its “Original General Budget for Fiscal Year Ending 2022”, and

**WHEREAS**, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting; and

**WHEREAS**, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the Fiscal Year Ending 2022; now therefore,

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

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

**Section 2.** The “Original General Budget of the City of Hilshire Village, Texas, for the Fiscal Year Ending 2022,” is hereby amended as shown on “Budget Amendment No.1” to the “Original Budget of the City of Hilshire Village, Texas, for the Fiscal Year Ending 2022”. said Budget Amendment No. 1, shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits “A,” and made a part hereof for all purposes.

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part

declared to be invalid or unconstitutional; and the City Council of the City of Hilshire Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, and ADOPTED this 17<sup>th</sup> day of January, 2023.

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Robert Buesinger, Mayor

ATTEST:

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Cassie Stephens, City Secretary



UN-USED HOURS  
SUSAN BLEVINS

<b>HOURS</b>	<b>VACATION HOURS</b>	<b>HOLIDAYS HOURS</b>	<b>SICK DAY HOURS</b>
Previous Years Carry Over	516.00	0.00	396.00
Earned in 2022	120.00	80.00	40.00
total used in 2022	226.50	80.00	16.00
<b>TOTAL UNUSED HOURS</b>	<b>409.50</b>	<b>0.00</b>	<b>420.00</b>

	<b>HOURS</b>	<b>DAYS</b>	<b>WEEKS</b>
<b>TOTAL UNUSED HOURS</b>	<b>829.50</b>	<b>104</b>	<b>21</b>

**ORDINANCE NO. XXX-2023**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HILSHIRE VILLAGE, TEXAS, CHAPTER 12, EXHIBIT “A”, THE ZONING REGULATIONS OF THE CITY, TO INSERT DEFINITIONS FOR PLAY EQUIPMENT; REGULATING THE PLACEMENT OF PLAY EQUIPMENT IN FRONT YARDS, PUBLIC STREETS, AND RIGHTS-OF-WAY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 PER DAY FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith, AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

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

**WHEREAS**, City Council, acting as the City’s Zoning Commission, provided a preliminary report as required by Section 211.007 of the Texas Local Government Code, on **DATE, 2022**; and

**WHEREAS**, a public hearing on this preliminary report at which parties in interest and citizens had an opportunity to be heard was held before the City Council, acting as the Zoning Commission, on **DATE, 2023**; and

**WHEREAS**, City Council, acting as the City’s Zoning Commission, provided a final report on this change in zoning regulations; and

**WHEREAS**, a public hearing on this final report was held by City Council on **DATE, 2023**; and

**WHEREAS**, before the 15th day before the date of the public hearing on the final report, a notice of the time and place of the hearing was published in a newspaper of general circulation in Hilshire Village;

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

Section 1. Section 02.200, Definitions, of Exhibit “A”, Zoning Ordinance, to Chapter 12, Planning and Zoning, of the City of Hilshire Village Code of Ordinances, is amended by adding in the appropriate position the following definitions:

02:P-05 Play Equipment: “Play Equipment” shall mean a batting cage, basketball goal, inflatable bounce house, jungle gym, merry-go-round, obstacle course, playhouse, play structure, sand-box,

**Commented [SB1]:** Best practice to do final report from City Council acting as P&Z and adoption of zoning ordinance by City Council on separate dates.

slide, soccer goal, spring rocker, swing-set, trampoline, any similar object used or intended for use by children in outdoor play.

02:P-06 Play Equipment, Permanent: “Permanent Play Equipment” shall mean any play equipment left in place for more than seven (7) consecutive calendar days.

02:P-07 Play Equipment, Temporary: “Temporary Play Equipment” shall mean play equipment that is in place for less than seven (7) consecutive calendar days.

Section 2. Section 40:00, Regulations Applicable to All Districts, of Exhibit “A”, Zoning Ordinance, to Chapter 12, Planning and Zoning, of the City of Hilshire Village Code of Ordinances, is amended by adding the following:

#### 40:05 PLAY EQUIPMENT

40:05:01 Play equipment may be placed in a front yard but must be removed prior to the seventh day after placement.

40:05:02 No play equipment, temporary or permanent, shall be placed in any roadway or right-of-way.

40:05:03 Any lighting for the use of play equipment, whether affixed to play equipment or freestanding, shall be shielded to not spill over across property lines to neighboring residential properties.

Section 3. Any person, firm, partnership, association, corporation, company, or organization of any kind who or which intentionally, knowingly, recklessly, or with criminal negligence violates any of the provisions of this Comprehensive Zoning Ordinance shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be fined in an amount not to exceed two thousand dollars (\$2,000). Each day during which such violation shall exist or occur shall constitute a separate offense. The owner or owners of any property or of premises where any violation of this Comprehensive Zoning Ordinance shall occur, and any agent, contractor, builder, architect, person, or corporation who shall assist in the commission of such offense shall be guilty of a separate offense, and, upon conviction thereof, shall be punished as above provided.

Section 4. This ordinance is intended to be cumulative and shall not repeal any previous ordinance except to the extent that any provision of such ordinance is inconsistent and cannot be reconciled with any provision contained herein.

Section 5. In case any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this ordinance, or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by any court of competent jurisdiction, the same shall not affect, impair, or invalidate this ordinance as a whole or any part or provision thereof other than the part so declared to be invalid or unconstitutional, and the City Council of the City of Hilshire Village, Texas, hereby declares that it would have passed each and every part of the same notwithstanding the omission of any such part so declared to be invalid or

**Commented [SB3]:** How long does equipment have to be removed. Can I take it down and put it back up the next day. Some ordinances will provide cannot be present in yard more than 7 days per month or per year.

unconstitutional, or whether there be one or more such parts. Furthermore, if any portion or portions hereof be so held to be invalid or unconstitutional, then the corresponding portion of the Zoning Ordinance adopted by the City of Hilshire Village, Texas, shall continue to be effective.

Section 6. This ordinance shall be effective immediately upon adoption and publication of this ordinance or a caption that summarizes the purpose of this ordinance and the penalty for violating this ordinance in every issue of the official newspaper for two days, or one issue of the newspaper if the official newspaper is a weekly paper, in accordance with Section 52.011 of the Texas Local Government Code.

PASSED, APPROVED, AND ADOPTED this day of 2023.

\_\_\_\_\_  
Robert F. Buesinger, Mayor

ATTEST:

\_\_\_\_\_  
Cassie Stephens, City Secretary

Current Ordinance #745

- Protection:
  - Requires 1 tree / 2,000 sq ft of the lot area – exclusive of land in Harris County Flood Control or utility easement
    - If a lot has less than the number of trees required, keep the trees larger than three (3) inches in diameter in descending size until minimum is met
  - Requires demolition, construction, additions, or swimming pool projects to plant trees as necessary to meet the minimum tree requirement whether removing trees or not
  - Prohibits destruction or damage to trees on public property

**Commented [CS1]:** Residential lot sizes, exclusive of HCFCF area, range from 7,000 sq ft (4 trees) to 25,858 sq ft (13 trees)

Does not require trees to be planted in the front yard. Suggesting a requirement for at least (1) tree to be in the front.

**Commented [CS2]:** If no current survey is available, we can research the square footage using HCAD Real Property Records land use data. Maps are available using the Parcel Viewer program for the manual addition of tree locations and types.

- Removal:
  - Permit required per tree if:
    - Tree is >8" in diameter
    - Tree is <8" in diameter AND
      - is required to meet the minimum tree requirement OR
      - was planted as a replacement for a previously removed tree
  - Prohibits damage or intentional killing of trees
  - Requires durable protective fencing for the duration of construction projects as appropriate (building inspectors check weekly as part of job site maintenance)
  - Permit will be issued if one of these conditions exists:
    - Lot will satisfy the minimum tree requirement after removal
    - \*Tree is diseased, dying, or dead
    - Construction is planned where the tree is
    - \*Tree is a safety hazard
    - \*Good arbor management indicates removal will benefit surrounding trees
  - Permit requirements:
    - Application including certification that the required number of trees exists after removal or that replacement(s) will be planted.
    - Pay the permit fee
      - Waived if a tree is diseased, dying, or dead or if after removal the lot has more than the minimum tree requirement
    - City shall have 3 days to review the permit application
      - \*City may require the owner to submit a certification by an arborist
  - Allows for emergency removal without a permit so long as the owner applies for a permit
  - City may require a damaged, dead, or dying tree to be removed, gives the owner 14 days after receipt of notice to remove the tree
  - Removal can be done by the owner or contractor, but the owner should ensure that the proper insurance is in place

**Commented [CS3]:** Does the council want a requirement that trees be cut so that the stump is level with the ground?

**Commented [CS4]:** Have not historically been charging per tree, however, most permits are issued for just one tree removal.

**Commented [CS5]:** Owners can remove trees for any reason as long as the minimum number for their lot size remains

**Commented [CS6]:** No fee for the permit means there is no revenue to cover an inspection by the arborist  
-Can ask building official if they perform tree counts but they would likely only be verifying count by diameter, not health or quality of tree

**Commented [CS7]:** The current language states the City shall have a reasonable amount of time "not less than 3 days" to review the application but I think it should say "not more than 3 days"  
We have been able to issue the majority of permits same day, with delays typically due to lack of proof of insurance

**Commented [CS8]:** Could the certification be required to include a site map and tree disposition chart?

**Commented [CS9]:** Emergency implies a safety hazard, which means no permit fee but also not likely to have an arborist certification. We accept, but currently do not require, photos of the tree before and cut showing the rot/damage justifying the removal.

**Commented [CS10]:** Insurance required for the permit, either from the contractor or homeowner

- Replacement:
  - Requires replanting within 120 days at least 3" in diameter at 6" above grade until the minimum is met, does not count if planted in HCFCF or utility easement
    - Nothing else in the ordinance prevents plantings (or removal) in HCFCF or utility easements

- With city arborist approval can stray from the approved tree list, if a request is not approved then the owner can appeal to the council
  - encourages species native to Texas Gulf Coast
  - city can help source replacements if there is a financial hardship

**Commented [CS11]:** Some cities have a short list of trees commonly requested that do not qualify. We do not often have rejected substitute requests and when we do there isn't much pushback  
Examples: Palm, Italian Cypress

- Tree Survey

- Required for demolition, construction, addition, and swimming pool projects
- If construction requires the removal of any tree larger than 8" then replacement is required from the approved tree list
- Shall be prepared by an architect, engineer, arborist, or surveyor
- Shall include:
  - Location, type, and diameter of each tree greater than 8"
  - Improvements (current and/or planned), fences, utilities
  - Tree protection fencing
  - Scale, north arrow, information on the survey preparer
  - Site identifying information
  - Location of HCFCD or utility easements and square footage, and remaining lot square footage

- Certificate of Occupancy (CO) Requirements:

- Final inspection and approval by the city inspector
  - May – September a provisional CO can be issued if the owner agrees to meet the minimum, and will remain provisional until compliance

**Commented [CS12]:** Does not require the city arborist, but that is who we request to perform these final inspections

**Commented [CS13]:** No time frame was established; however, October is mentioned in the next section so we can use that as a precedent.

- Exemptions

- trees within a utility easement
- trees trimmed or removed by the city on public property or within right-of-way including drainage easements and roadway easements
- trees to be planted between May – September can be delayed until October of the same year

- Enforcement.

- The city has the authority and right to inspect any property to ensure compliance with this article.
- The city may require any lot owner to prove that the owner is in compliance with this article.
- The city may withhold, revoke, or suspend any tree removal permit or building permit if any condition or requirement of this article or such permit is not fulfilled.
- The city may order an immediate stop to the removal of any tree, any activity that is likely to cause serious damage or death to any tree, or any demolition or construction of a building if such activity is being done in violation of this article.
- The city has the authority to hire a tree inspector for advice in conjunction with enforcing this article.

- Appeal
  - Anyone whose request has been denied may appeal to the city council by filing a written notice of appeal with the city.

**Sec. 7.713. - Approved Tree List.**

	Common Name	Scientific Name	Growth	Characteristics
1	American Elm (White Elm)	<i>Ulmus americana</i>	Rapid	Texas native, reliable fall color, seeds or fruit eaten by wildlife. Deep green leaves turn bright yellow in fall. Fast-growing, vase-shaped shade tree that tolerates a wide range of conditions. Dutch elm disease not too bad in Texas; extensive, shallow root system.
2	Bald Cypress	<i>Taxodium distichum</i>	Moderate	Deciduous conifer with feather-like leaves, round seed balls, and fibrous bark. Adapted to many soil and moisture conditions. Grows well in wet areas. Woody 'knees' develop on wet sites. (Has very aggressive roots—do not plant near house or sewer lines).
3	Black Walnut	<i>Juglans nigra</i>	Moderate	Texas native, seeds or fruit eaten by wildlife. Distinctive shade tree for open spaces. Fruits can be extremely messy. Webworm can be a problem. Leaves drop early in the fall.
4	Blackgum (Black Tupelo)	<i>Nyssa sylvatica</i>	Moderate	Texas native, reliable fall color, attractive seeds or fruit, seeds or fruit eaten by wildlife. Prefers acid soils. Bright, shiny foliage turns red and purple early in the fall. Shallow- rooted.
5	Bur Oak (Mossycup Oak)	<i>Quercus macrocarpa</i>	Slow	Texas native, reliable fall color, attractive seeds or fruit, seeds or fruit eaten by wildlife. Unique leaf shape; large acorn is enclosed in a fuzzy cap. Excellent, drought-tolerant native tree, with rough texture and large acorn.
6	Bitternut hickory (swamp hickory)	<i>Carya cordiformis</i>	Moderate	Large pecan hickory with commercial stands located mostly north of the other pecan hickories.

	Common Name	Scientific Name	Growth	Characteristics
7	Carolina Basswood (Linden)	<i>Tilia caroliniana</i>	Rapid	Texas native, showy or fragrant flower, attractive seeds or fruit. Large, oval shade tree with interesting winged fruits. Flowers are a favorite of honeybees. Needs plenty of room.
8	Cedar Elm	<i>Ulmus crassifolia</i>	Moderate	Texas native, reliable fall color. Fine textured leaves turn yellow in fall. Tough, drought-tolerant shade tree, well-adapted to a variety of conditions.
9	Cherrybark Oak	<i>Quercus falcata var. pagodifolia</i>	Moderate	Texas native, reliable fall color, seeds or fruit eaten by wildlife. Excellent native shade tree for a variety of planting situations.
10	Chinkapin Oak	<i>Quercus muehlenbergii</i>	Moderate	It is also planted widely as a shade tree suitable for limestone soils. Occurs from northeast Texas to Central Texas and south to the Guadalupe River, and also in the mountains of West Texas, growing on mostly limestone soils, especially at the base of bluffs and along stream courses.
<a href="#">11</a>	Green Ash	<i>Fraxinus pennsylvanica</i>	Rapid	Texas native, reliable fall color. Tolerates a wide range of soil conditions. Needs pruning to develop strong branch structure.
12	Laurel Oak (swamp laurel oak, diamond-leaf oak, water oak, obtusa oak)	<i>Quercus laurifolia</i>	Moderate	Native to the southeastern and south-central the United States, from coastal Virginia to central Florida and west to southeast Texas.
13	Live Oak (Encino)	<i>Quercus virginiana</i>	Rapid	Texas native, seeds or fruit eaten by wildlife. Glossy, deep green leaves remain all winter; long-lived shade tree. Allow plenty of room; can develop surface roots.
14	Loblolly Pine	<i>Pinus taeda</i>	Rapid	Texas native. Medium-length green needles and large, brown cones in the fall. Tolerates a wide range of site conditions, but prefers good drainage.

	Common Name	Scientific Name	Growth	Characteristics
15	Montezuma Cypress (Bald Cypress)	<i>Taxodium mucronatum</i>	Rapid	Texas native, attractive seeds or fruit. Delicate, feathery foliage casts a light shade. Bark is reddish and shredding.
16	Nuttall Oak	<i>Quercus nuttallii</i>	Moderate	Grows well on heavy, poorly drained, clay soils deposited by rivers.
17	Overcup Oak	<i>Quercus lyrata</i>	Moderate	Texas native, seeds or fruit eaten by wildlife. Small acorns are an important wildlife food source. Tolerates poor drainage and heavy clay soils. (slow to leaf out in the spring).
18	Pecan	<i>Carya illinoensis</i>	Moderate	Texas native, seeds or fruit eaten by wildlife. Nuts are an important wildlife food. Mature crown is open and airy. State tree of Texas. Plant with plenty of room. (slow to leaf out in the spring. Fruit will stain sidewalk).
19	Red Maple	<i>Acer rubrum</i>	Rapid	Texas native, reliable fall color, attractive seeds or fruit. Flowers and winged fruits in spring are red. Brilliant fall color, yellow to red. (Bark is easily injured by weed eater).
20	River Birch	<i>Betula nigra</i>	Rapid	Texas native. Attractive pinkish peeling bark. Works well as multiple trunk specimen. Prefers moist sites like stream banks. Susceptible to ice damage. (Needs high nitrogen to stay healthy).
21	Shumard Oak	<i>Quercus shumardii</i>	Rapid	Texas native, reliable fall color, seeds or fruit eaten by wildlife. Young trees have "candelabra" shape; fall color is orange to deep red. Widely available; prefers well-drained soils. Seed source of trees may determine success.
22	Hybrid Magnolia	<i>Little Gem or D.D. Blanchard</i>	Moderate	Grows better than the Southern Magnolia.
23	Southern Magnolia	<i>Magnolia grandiflora</i>	Moderate	Texas native, showy or fragrant flower, attractive seeds or fruit, seeds or fruit eaten by wildlife. Large, white flowers and glossy, deep green leaves. Plant in

	Common Name	Scientific Name	Growth	Characteristics
				well-drained soil and let limbs grow to the ground. Some cultivars tolerate alkalinity.
24	Swamp Chestnut Oak (Cow Oak)	<i>Quercus michauxii</i>	Moderate	Texas native, reliable fall color, seeds or fruit eaten by wildlife. Large leaves turn deep red in fall; large acorns are popular with wildlife. Tolerates seasonal poor drainage, but prefers loamy soils.
25	Sweetgum	<i>Liquidambar styraciflua</i>	Rapid	Texas native, reliable fall color, attractive seeds or fruit. Distinctive star-shaped leaves and round, spiky seed balls. Rapid, upright growth. Fall color ranges from yellow to purple.
26	Sycamore (American Planetree)	<i>Platanus occidentalis</i>	Rapid	Texas native, attractive seeds or fruit. Old bark flakes off to reveal pale new bark. Round fruit is a mass of small seeds. Provide plenty of room and a moist site. (Mexican Sycamore better leaves)
27	Thornless Honeylocust	<i>Gleditsia triacanthos var. inermis</i>	Rapid	Texas native, reliable fall color, attractive seeds or fruit, seeds or fruit eaten by wildlife. Wildlife eat seed pods.
28	Water Oak (Pin Oak)	<i>Quercus nigra</i>	Rapid	Texas native, seeds or fruit eaten by wildlife. Dark green bell-shaped leaves form a dense canopy. This common native does best on well drained, moist sites. (after 60 years prone to insects and disease).
29	White Ash	<i>Fraxinus americana</i>	Rapid	Texas native, reliable fall color .Fall color is yellow, orange, and purple. Male trees are seedless. A relatively clean shade tree. Prefers loamy, well-drained soils.
30	White Oak	<i>Quercus alba</i>	Slow	Texas native, reliable fall color, seeds or fruit eaten by wildlife. Excellent long-lived shade tree. Wildlife eat acorns. Fall color is red. Works best on well-drained, loamy soils.

	Common Name	Scientific Name	Growth	Characteristics
31	Willow Oak	<i>Quercus phellos</i>	Rapid	Texas native, reliable fall color, seeds or fruit eaten by wildlife. Narrow, light green leaves turn yellow-brown in the fall. Fine twigs and strong branch structure. Prefers moist conditions.

TREE REMOVAL PERMIT FEES (permit fee will be doubled if work is started prior to obtaining a permit)		
TYPE OF PERMIT	FEES	MAX # OF INSPECTIONS
Tree removal for <b>New Construction*</b>	\$25.00	1
Tree removal - No Construction*	\$25.00	1
*Tree Survey With Drawing - Disposition Plan (approved by City). If tree dead or diseased, the \$25.00 permit fee shall be waived		

**Commented [CS14]:** Suggesting to increase to \$200 flat fee to cover the cost of the arborist pre-construction and final inspections for occupancy. (Currently costs \$80/inspection, including buffer for potential future cost increase)

Add a new type "Tree Removal – Minor Construction" \$25 assessed per tree for construction where the building official can verify pre-construction and final compliance in minor projects (addition, swimming pool)

Inspections for required tree protection on construction sites where no tree removal permit is needed can be done by building inspectors at the pre-construction site inspection

**Commented [CS15]:** Suggesting \$25 assessed per tree for removals without any related construction permit

If this fee remains the same or is waived, we will need to use building inspectors as we are not charged per inspection by them

Regarding the generator clearance requirement for airflow, as a general rule of thumb, typically two (2) times the height of the generator shall be allowed as minimum clearance for airflow (suction and discharge). Using this general rule of thumb, I would not recommend placing the fence or gate too close to the generator. I left a message to Dan Tragni (Generators of Houston) to confirm and am waiting to hear back from him.

Javier took some pictures of the generator a few days back (attached). Based on these pictures and what I've noted above, I would recommend that the lift station site (i.e. lift station structure and valve vault) be enclosed as delineated in the last attachment, with the gates located in front of the driveway, and we may need to remove or relocate the car stops. This fence/gate configuration would allow better intake and exhaust airflow for the generator.

I'll let you know what Dan Tragni says once he contacts me back.

Regards,

**Efrain A. Him**, P.E.  
Senior Project Manager



CITY OF HILSHIRE VILLAGE  
COMPLAINT FORM

Date Notified	Person Taking Call	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
3/2/22	Susan Blevins	Drainage issues in the right-of-way caused by hydrant flushing.	1324 Pine Chase Grove	Area was reported on 11/13/19 and addressed by DonMar Grading on 10/20/20.	City of Houston has been contacted and we are awaiting a meeting to discuss the area. The homeowners do not want the area fenced.	
11/14/22	Cassie Stephens	Tarp on chimney and cars sitting in the driveway.	1103 Glourie	Called resident, said that a contractor will be addressing this in the months to come		
12/2/22	Cassie Stephens	Fire hydrant doesn't have the Storz connector like others in the city.	4 Hilshire Grove	Checked hydrant, there is no attachment present.	Researching work orders with Inframark to get adapter replaced.	
12/5/22	Cassie Stephens	Wondering how long the temporary street patch will be in place.	Archley & Ridgeley	Informed that the patch will remain until they are finished with the ROW construction.	Contacting contractor to check on status	
12/5/22	Cassie Stephens	Asked when the fire hydrants will be painted.	Hilshire Village	Susan requested a quote	Received contact information for a company that has worked with Inframark in the past. Will reach out to them to get pricing.	
12/13/22	Cassie Stephens	Street light dim and flickers.	1202 Ridgeley	Cassie reported light to CenterPoint tracking # 1405825293	Repair was made.	12/15/2022
12/15/22	Lisa Ray	street light out	1222 Ridgeley	Cassie reported light to CenterPoint tracking # 1405827932	Repair was made.	12/20/2022
12/19/22	Susan Blevins	Garbage collectors are not closing the lid to the can after emptying and rain is getting in.	1138 Glourie Dr	Contacted GFL	Emailed coorespondence between GFL and the city to the resident per request.	12/20/2022
12/20/22	Lisa Ray	Centerpoint repairing transformrer and tree clips and branches left in the ravine	8200 Mallie	Contact Davey Tree Utility and left message to remove debris	After working with CenterPoint and Davey Tree, debris was removed.	12/29/2022
12/23/22	Cassie Stephens	Water leak at the Pine Chase Grove interconnect going onto his property.	1324 Pine Chase Grove	Homeowner called the Village Fire Department who was unable to turn it off.	Inframark responded and made the repair.	12/27/2022
12/24/22	Susan Blevins	Neighbor reported water leaking from the yard.	1327 Glourie	Susan contacted the owners.		12/24/2022
12/30/22	Lisa Ray	Right of way is muddy and creating mess on the street from contractors parking at jobsite.	1210 Ridgeley	Contacted the builder to install rock or gravel to the edge of the roadway for parking. Consulted with HDR and BBG on materials and maintenance inspections to protect drainage ravine.	Rocks placed, will continue to monitor jobsite.	1/3/2023
12/30/22	Cassie Stephens	Street light has been out for 6 months.	1221 Archley Dr	Asked for clarification on which light was out, sent CenterPoint's street light map for reference.	Reported pole #297575, have not yet received a tracking number, will report again.	
1/12/23	Cassie Stephens	Garbage was not collected	1210 Archley Dr	Sent request to GFL to return.	Received response that the collection team was notified to return. Will follow up with homeowner.	



### 2022 Year in Review Issue

The past year was busy for GCCC. This annual review highlights significant events of 2022 that impacted GCCC and what's on the horizon for 2023.

## ELECTRIC NEWS

# Policymakers Consider Post Winter Storm Uri Market Reforms

In response to the statewide power outages from the previous year, the Public Utility Commission during 2022 continued its consideration of potentially far-reaching reforms for the ERCOT market.

Broadly referred to as "Phase II" reforms, the market modifications — if authorized — could lead to generation capacity additions but likewise add to consumer costs. Consideration of these Phase II changes followed the adoption of so-called "Phase I" changes in 2021. These previous changes included new weatherization requirements for power plants and modifications to existing operational rules at ERCOT.

On Nov. 10, the Public Utility Commission released an independent study from the San Francisco-based E3 consulting firm that outlined several Phase II reform options. These included a "Performance Credits Mechanism" model favored by PUC chair Peter Lake, and a separate "Forward Reliability Market" favored by the E3 consultants themselves.

However, both proposals as well as others in the E3 report drew pushback from key lawmakers during 2022. Some representatives of influential ERCOT stakeholder groups and the state's independent monitor of the ERCOT market also panned the E3 analysis during Nov. 17 and Dec. 5 legislative hearings.

### Reform Options

The Forward Reliability Market (recommended by the E3 consultants) and the Performance Credits Mechanism (favored by PUC Chair Lake) share various operational similarities and would impact consumers in similar ways. For example, both would add approximately \$460 million per year to energy costs, according to the E3 report. Both also appear very similar to "capacity market" concepts historically rejected in Texas.

More specifically, the Forward Reliability Market ("FRM") design recommended by the E3 consultants would establish a reliability standard within ERCOT — that is, a level of targeted capacity reserves based on calculated outage risks — and then a corresponding quantity of reliability credits would be created to fulfill that standard. Market participants would acquire these reliability credits through a mandatory, centrally cleared forward market administered by ERCOT.

By contrast, PUC Chair Lake's favored Performance Credits Mechanism ("PCM") design would establish a reliability standard along with a corresponding quantity of performance credits. The performance credits would be purchased by load-serving entities, and the value of the credits would go to generation resources based on their availability during high-risk hours. The overall value of the credits would be determined by

an administratively set demand curve. In addition, the PCM design allows for load-serving entities and generators to trade Performance Credits during the year, through a voluntary market.

Other market designs examined by E3 include the state's status quo Energy Only design, a Load Serving Entity Reliability Obligation design, a Backstop Reliability Service design, a Dispatchable Energy Credits design, and a hybrid of the Backstop Reliability Service and Dispatchable Energy Credits designs.

### Legislative Concerns

These market reform efforts pursued by the PUC and the E3 report took center stage during a pair of legislative committee meetings — a Nov. 17 meeting of the Senate Business and Commerce Committee, and a Dec. 5 meeting of the House State Affairs committee. The E3 consultants themselves did not appear at either meeting — an absence described as “bad form” by one of the lawmakers.

Of the two committee meetings, it was that of Senate Business and Commerce in which lawmakers expressed the most skepticism about the report's findings. For instance, Sen. Charles Schwertner, chair of the Senate Business and Commerce Committee, questioned whether any of the plans would guarantee the construction of new thermal generation. In addition, all nine Senate committee members signed

onto a critical Dec. 1 letter that was addressed to the PUC. The lawmakers wrote that none of the proposals so far under consideration adhered to the goals set forth in Senate Bill 3, which was omnibus energy reform legislation adopted in 2021. “It is not in the best interest of our constituents to support any proposal that further delays investments in new dispatchable generation, and the Commission should carefully consider the unintended consequences of any type of proposal that creates more uncertainty for market participants,” the lawmakers wrote.

PUC Chair Lake defended the E3 report during both legislative hearings and said that three of the agency's five commissioners have expressed qualified support for the PCM option. According to Lake, the extra consumer costs associated with that option are worthwhile because of its reliability benefits. He said that if it turned out more reliability was unneeded, then the extra costs would be inconsequential. “Anything short of a comprehensive reliability standard and reliability service like the PCM is just a band-aid,” Lake told members of the State Affairs Committee.

Lake said the PUC would adopt one of the planned options during the commissioners' January 12 meeting, but not authorize implementation until after they receive input from the Texas Legislature during the upcoming session that convenes on January 10.

## CenterPoint Employs New Cost Rider for Mobile Generation

Under a 2022 Public Utility Commission order, CenterPoint has employed a never-before-employed tariff rider for its proposed recovery of nearly \$200 million in mobile generation expenditures.

The new rider mechanism — a Temporary Emergency Electric Energy Facilities, or “TEEEF” rider — was created after the PUC voted in June to sever expenditures associated with the company's leases of mobile generation units from a separate 2022 rate proceeding.

### The Background

CenterPoint initially had sought to use a Distribution Cost Recovery Factor, or “DCRF” filing, to increase rates on an interim basis by \$345,247,240 to reflect increases in distribution expenditures during 2021. (The DCRF is the regular process that electric utilities employ to obtain recovery of distribution investments on an annual basis.) However, CenterPoint included in that recent DCRF filing \$199,566,430 associated with the cost of leasing mobile generation units.

On June 16, the PUC voted unanimously to sever amounts associated with mobile generation from CenterPoint's regular DCRF filing and instead to handle those costs through a separate rate rider mechanism. In an August 4 preliminary order, the PUC named that new rider: the TEEEF. Under that August 4 interim order, the PUC directed interested parties to employ the TEEEF proceeding to consider CenterPoint's mobile generation leasing and operating costs, as well as CenterPoint's accounting treatment of those costs and other associated rate design questions.

This new twist in the ratemaking process is the result of a decision in 2021 by the Texas Legislature that allows transmission and distribution electric monopolies to begin operating leased mobile generation units for emergency purposes. The bill authorizing the change was House Bill 2842, by state Rep. Phil King.

PUC is expected to rule on the company's TEEEF request in 2023. The GCCC remains engaged in this proceeding.

### DCRF Details

As noted above, CenterPoint Energy during 2022 filed an application to increase its rates on an interim basis under the Public Utility Commission's Distribution Cost Recovery Factor rules. The company sought to increase its revenue requirement by \$345,247,240. This reflects \$145,680,810 for recovery of \$1,097,973,841 it invested in net distribution capital from January 1, 2019 through December 31, 2021, and \$199,566,430 it invested in temporary emergency electric energy facilities, also as noted above. The total revenue requirement associated with allowed return, depreciation, income, and other taxes on net distribution invested capital since the company's last rate case (Docket No. 49421) is \$138,518,172 and \$59,903,845 for the mobile generation program, for a total of \$198,422,017, according to the company. The company's DCRF request remains pending at the PUC. Find more information at the PUC website, under Docket No. 53442.

## Energy Efficiency Cost Recovery Factor Update

On June 1 CenterPoint Houston filed with the PUC an Energy Efficiency Cost Recovery ("EECRF") request that — had it been approved without changes — would have allowed the utility to collect from customers \$63,528,280 for 2023. However, under a settlement with GCCC and other intervening parties, CenterPoint will recover \$63,028,280 — or \$500,000 less than its initial request. For residential customers using 1,000 kWh per month, the updated EECRF charge will amount to approximately 96 cents on bills. The updated charge was approved by the PUC on Nov. 3 and will take effect on March 1, 2023.

The EECRF is a discrete PUC-approved charge to electric bills that funds efforts local utilities for their creating energy efficiency programs. The Texas Public Utility Commission updates EECRF charges on an annual basis. CenterPoint and other transmission and distribution utilities include these charges in rates along with other expenses associated with the wires portion of electric service.

More information about this EECRF can be found on the PUC website, under Docket No. 53677.

## GAS NEWS

### Railroad Commission Oks Securitization Financing Order

On February 8, the Texas Railroad Commission approved a \$3.4 billion financing order to pay natural gas costs from Winter Storm Uri..

Under the regulatory action, ratepayers will end up paying potentially for decades for fuel they consumed during the weeklong storm. The Railroad Commission had given its initial OK in November 2021, and the February action pushed the process forward by directing a separate agency known as the Texas Public Finance Authority to issue the bonds.

Atmos, CenterPoint, Texas Gas Service and 8 other gas utilities applied for financial recovery under the debt financing deal, which utilities promote as a method to help their customers avoid rate shock. Under ordinary circumstances, the cost of natural gas consumed by utility customers would have flowed directly into monthly bills. During last year's Winter Storm Uri, however, gas prices spiked to intolerable

<b>UTILITY</b>	STIPULATED MAXIMUM REGULATORY ASSET AMOUNT
Atmos	\$2,021,888,534
Bluebonnet	\$1,962,731
CenterPoint	\$1,099,929,626
Corix	\$294,407
EPCOR	\$11,296,221
SiEnergy	\$18,795,497
TGS	\$197,342,375
UniGas	\$32,431,370
TGS W TSA	\$59,663,320
CoServ	\$67,224,791

levels and so gas utilities instead set aside those fuel costs as “regulatory assets” to deal with later. The new bond financing allows utilities to receive reimbursements for these expenses. The downside for ratepayers, however, is that they will have to pay off the bonds over many years—up to 30—and with interest. The size of the resulting bill charges remains unclear.

### Utilities Participating in the Program

Under the financing order, Atmos Energy can receive reimbursements under the bond financing arrangement for approximately \$2 billion in fuel costs, CenterPoint can receive approximately \$1.1 billion and TGS can receive \$197.3 million. Other utilities to receive recovery include Bluebonnet, Corix, EPCOR, SiEnergy, UniGas, TGS West Texas Service Area and CoServ.

The bond financing process (known as “securitization”) received authorization in 2021 by the Texas Legislature, under House Bill 1520. By law, gas distribution utilities such as Atmos, CenterPoint and TGS cannot profit from the sale of the gas commodity, but instead must pass those costs directly to end users without markups.

## Gas Reliability Infrastructure Program Round-Up

In early March, CenterPoint Gas submitted multiple filings at the Railroad Commission to increase rates on an interim basis, through the Gas Reliability Infrastructure Program. Under the GRIP statute, gas utilities can obtain rate increases with no significant contemporaneous review by the regulators. Some of the details of those filings are as follows:

- For the unincorporated areas of its Houston Division and the cities in that division that ceded their original jurisdiction authority, CenterPoint sought and received recovery for \$19,320,894 in new invested capital. The filing resulted in an increase to the monthly customer charge for residential customers of \$1.36 per month — or from \$18.38 to \$19.74. (In 2021, the increase was \$.99 per month.) The Texas Railroad Commission adopted the change on June 7, 2022. More information can be found on the Texas Railroad Commission website, under Case No. 00008827.
- For unincorporated areas of its Texas Coast Division and the cities in that division that ceded their original jurisdiction authority, CenterPoint sought and received an incremental rate change in the revenue requirement of \$5,982,606, of which \$2,456,483 would be recovered from customers subject to the order. The resulting increase to the monthly customer charge for residential customers is \$1.32, bringing it to \$19.94 per month. (In 2021, the increase was \$.85 per month.) More information can be found at the Texas Railroad Commission website, under Case No. 00008828.
- CenterPoint Gas on March 3 sought a GRIP adjustment for the unincorporated areas of its South Texas Division and cities in that division that had ceded their original jurisdiction authority. The incremental rate change in the revenue requirement from the adjustment is \$4,259,931, of which \$1,478,548 would be recovered from customers subject to the order. The change resulted in an increase to the customer charge of \$2.11 per month, for a total of \$27.03. (The 2021 increase was \$2.33). The Railroad Commission approved the change on June 7. More information can be found at the Texas Railroad Commission website, under Case No. 00008829.
- CenterPoint Gas on March 3 made a GRIP filing for the unincorporated areas of its Beaumont / East Texas division and cities in that division that had ceded their original jurisdiction authority. The filing resulted in an increase to the customer charge for residential customers of \$1.57 per month, or from \$20.38 to \$21.95 per month. (In 2021, the increase was \$2.38). The new increase was adopted by the Railroad Commission on June 7. More information can be found on the Texas Railroad Commission website, under Case No. 00008830.



## LEGISLATIVE NEWS

# Lawmakers File Energy-Related Bills in Preparation for 88th Regular Session

During the most recent Regular Session of the Texas Legislature — the 87th in 2021 — lawmakers filed approximately 400 energy-related bills, which is far more than the typical number of such bills. This aggressive filing of energy-related bills largely can be attributed to public outcry over the 2021 winter storm power outages. Given that Texas so far has not suffered a repeat grid crisis, don't expect the number of such bills filed during the 88th session to match those of the 87th session. However, both ERCOT and the Public Utility Commission will be subject to the Sunset Review process during the upcoming session and so legislative interest in both organizations will be keen. The 88th session convenes on Jan. 10.

### Bills of interest

This year's bill filing deadline is on March 10. Some of the energy-related bills we've seen so far relate to wind and solar power, electric vehicles, energy efficiency and the use of natural gas appliances. Here's a sample:

- House Bill 564, by Rep. Ron Reynolds, would require the Texas Facilities Commission, in collaboration with the Department of Information Resources, to conduct a study on the potential use by state agencies of energy efficient and energy-saving information technology.
- HB 763, by Rep. Christina Morales, requires the PUC to study the impact of additional interconnections between the ERCOT grid, Mexico and other jurisdictions. This is refiled legislation from 2021.
- HB 795, by Rep. Ed Thompson, would require nursing homes to maintain an emergency generator or comparable power source that can operate for at least 72 hours during a power outage.
- HB 820, by Rep. Ken King, would impose an additional registration fee of \$200 for electric vehicles and \$100 for hybrid vehicles. Most proceeds would go to State Highway Fund, but 10 percent would go to an "electric battery disposal account" to reimburse costs incurred by the state or its political subdivisions for disposing of electric car batteries.
- Senate Bill 330, by Bob Hall, would create the Texas Electric Grid Security Commission that would be charged with evaluating the vulnerabilities to the grid and critical infrastructure and developing standards that will mitigate these threats.
- Senate Bill 114, by Jose Menendez, stipulates that electric customers are entitled to participate in demand response programs through their retail electric providers and must receive notice when ERCOT issues an emergency energy alert about low operating reserves to generators, planned outages, and the length of time the outages are expected to last.
- SB 258, by Sen. Sarah Eckhardt, would enhance energy efficiency goals for electric utilities.
- HB 697, by Rep. Justin Holland, would require home sellers to reveal the sort of gas piping installed at their residence and particularly whether black iron pipes, corrugated, copper or stainless steel. The disclosure holds importance for customer safety given that older black iron pipes have been associated with various fatal accidents.
- House Bill 743, by Rep. Jay Dean, prohibits cities from adopting ordinances that restrict the use of gas appliances in residential or commercial buildings. The issue has been pressed in recent years by gas utilities, who have seen a move away from the use of gas appliances nationwide for environmental reasons.



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For more questions or concerns regarding any GCCC matter or communication, please contact the following representative, who will be happy to provide assistance.

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Attorney

Direct: (512) 322-5890  
Email: [jmauldin@lglawfirm.com](mailto:jmauldin@lglawfirm.com)

TEXPOOL DETAIL ACCOUNT OVERVIEW

**GENERAL FUND TEX POOL**

<b>ACCOUNT</b>	<b>DATE</b>	<b>DEPOSIT AMOUNT</b>	<b>INTEREST</b>
449/7926200002		\$100,000.00	original test deposit
	9/20/2022	\$900,000.00	deposit
	9/26/2022	-100	test withdrawal
			\$893.17 interest
	9/30/2022		<b>\$1,000,793.17</b>
<b>ACCOUNT</b>	<b>DATE</b>	<b>AMOUNT</b>	<b>INTEREST</b>
449/7926200002	10/30/2022		\$2,493.48
	10/31/2022		<b>\$1,003,286.65</b>
<b>ACCOUNT</b>	<b>DATE</b>	<b>DEPOSIT AMOUNT</b>	<b>INTEREST</b>
449/7926200002	11/30/2022		\$2,977.70
	11/30/2022		<b>\$1,006,264.35</b>
<b>ACCOUNT</b>	<b>DATE</b>	<b>DEPOSIT AMOUNT</b>	<b>INTEREST</b>
	12/6/2022	\$300,000.00	
	12/30/2022		\$ 4,229.72
			<b>\$1,310,494.07</b>

TEXPOOL DETAIL ACCOUNT OVERVIEW

**METRO TEX POOL**

<b>ACCOUNT</b>	<b>DATE</b>	<b>DEPOSIT AMOUNT</b>	<b>INTEREST</b>	
449/792620001	8/31/2022			<u><u>\$57,367.33</u></u>

<b>ACCOUNT</b>	<b>DATE</b>	<b>DEPOSIT AMOUNT</b>	<b>INTEREST</b>	
449/792620001	9/30/2022	\$300,000.00	\$230.49	<u><u>\$357,597.82</u></u>

<b>ACCOUNT</b>	<b>DATE</b>	<b>DEPOSIT AMOUNT</b>	<b>INTEREST</b>	
449/792620001	10/31/2022		\$890.99	<u><u>\$358,488.81</u></u>

<b>ACCOUNT</b>	<b>DATE</b>	<b>DEPOSIT AMOUNT</b>	<b>INTEREST</b>	
449/792620001	11/30/2022		\$1,063.96	<u><u>\$359,552.77</u></u>

<b>ACCOUNT</b>	<b>DATE</b>	<b>DEPOSIT AMOUNT</b>	<b>INTEREST</b>	
449/792620001	12/30/2022		\$1,215.37	<u><u>\$360,768.14</u></u>

**EXHIBIT A****BOND DEBT SERVICE**

City of Hilshire Village Certificates of Obligation, Series 2014

TIB - The Independent Banker's Bank Bid

Dated Date	03/18/2014
Delivery Date	03/18/2014

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2014			12,890.58	12,890.58
09/30/2015	115,000	2.190%	27,210.75	142,210.75
09/30/2016	120,000	2.190%	24,637.50	144,637.50
09/30/2017	125,000	2.190%	21,954.75	146,954.75
09/30/2018	125,000	2.190%	19,217.25	144,217.25
09/30/2019	130,000	2.190%	16,425.00	146,425.00
09/30/2020	130,000	2.190%	13,578.00	143,578.00
09/30/2021	135,000	2.190%	10,676.25	145,676.25
09/30/2022	135,000	2.190%	7,719.75	142,719.75
09/30/2023	140,000	2.190%	4,708.50	144,708.50
09/30/2024	145,000	2.190%	1,587.75	146,587.75
	1,300,000		160,606.08	1,460,606.08

PAID	\$1,015,000.00	\$154,309.83	\$1,169,309.83
UN-PAID	\$285,000.00	\$6,296.25	\$291,296.25
TOTAL	\$1,300,000.00	\$160,606.08	\$1,460,606.08

**BOND DEBT SERVICE**

City of Hilshire Village, Texas Tax Note, Series 2018

Amegy Bank Bid 2.91%

Period Ending	Principal	Interest	Debt Service	Annual Debt Service	paid
09/01/2018		8,620.88	8,620.88		
9/30/2018				8,620.88	
03/01/2019	175,000.00	19,642.50	194,642.50		2/22/2019
9/1/2019		17,096.25	17,096.25		
09/30/2019				211,738.75	
3/1/2020	180,000.00	17,096.25	197,096.25		2/24/2020
09/01/2020		14,477.25	14,477.25		
09/30/2020				211,573.50	
3/1/2021	185,000.00	14,477.25	199,477.25		2/24/2021
09/01/2021		11,785.50	11,785.50		
9/30/2021				211,262.75	
3/1/2022	195,000.00	11,785.50	206,785.50		2/15/2022
09/01/2022		8,948.25	8,948.25		
09/30/2022				215,733.75	
3/1/2023	200,000.00	8,948.25	208,948.25		
9/1/2023		6,038.25	6,038.25		
9/30/2023				214,986.50	
3/1/2024	205,000.00	6,038.25	211,038.25		
09/01/2024		3,055.50	3,055.50		
09/30/2024				214,093.75	
03/01/2025	210,000.00	3,055.50	213,055.50		
09/30/2025				213,055.50	
	1,350,000.00	151,065.38	1,501,065.38	1,501,065.38	
<b>PAID</b>	\$735,000.00	\$123,929.63		\$643,195.88	
<b>UN-PAID</b>	\$615,000.00	\$27,135.75		\$857,869.50	
<b>TOTAL</b>	\$1,350,000.00	\$151,065.38		\$1,501,065.38	



City of Spring Valley Village  
**Police Department**

1025 Campbell Road  
Houston, TX 77055  
713-465-8323  
Fax: 713-465-3135

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**Date: January 9, 2023**

**To: City Administrator Cassie Stephens**

**From: Chief M. Schulze**

**Reference: 2022 Racial Profiling Report**

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As required by Article 2.132 of the Texas Code of Criminal Procedure, please allow the attached document to serve as the annual submission to the governing body (City Council) of the City of Hilshire Village, with the Spring Valley Village Police Department's Racial Profiling Report for calendar year 2022. The pages include a copy of the Spring Valley Village Police Department Senate Bill 1187 Racial Profiling Report which has been electronically filed with the Texas Commission on Law Enforcement.

Spring Valley Village, TX PD

Jan 1, 2022 - Dec 31, 2022

## Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

01. Total Traffic Stops		
		7,729
		<b>7,729</b>

02. Location of Stop		
CITY STREET	98.37%	7,603
COUNTY ROAD	0.03%	2
PRIVATE PROPERTY OR OTHER	1.46%	113
STATE HIGHWAY	0.01%	1
US HIGHWAY	0.13%	10
<b>Total</b>	<b>100.00%</b>	<b>7,729</b>

03. Was Race Known Prior to Stop?		
N	99.86%	7,718
Y	0.14%	11
<b>Total</b>	<b>100.00%</b>	<b>7,729</b>

04. Race or Ethnicity		
ALASKA NATIVE/AMERICAN INDIAN	1.59%	123
ASIAN/PACIFIC ISLANDER	5.02%	388
BLACK	19.15%	1,480
HISPANIC/LATINO	41.91%	3,239
WHITE	32.33%	2,499
<b>Total</b>	<b>100.00%</b>	<b>7,729</b>

05. Gender			
FEMALE	ALASKA NATIVE/AMERICAN INDIAN	0.92%	25
	ASIAN/PACIFIC ISLANDER	5.06%	138
	BLACK	23.29%	635

# Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

05. Gender			
FEMALE	HISPANIC/LATINO	34.70%	946
	WHITE	36.02%	982
		<b>100.00%</b>	<b>2,726</b>
MALE	ALASKA NATIVE/AMERICAN INDIAN	1.96%	98
	ASIAN/PACIFIC ISLANDER	5.00%	250
	BLACK	16.89%	845
	HISPANIC/LATINO	45.83%	2,293
	WHITE	30.32%	1,517
		<b>100.00%</b>	<b>5,003</b>
<b>Total</b>			<b>7,729</b>

06. Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	1.81%	55
	ASIAN/PACIFIC ISLANDER	6.27%	191
	BLACK	20.94%	638
	HISPANIC/LATINO	25.14%	766
	WHITE	45.85%	1,397
		<b>100.00%</b>	<b>3,047</b>
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	1.47%	68
	ASIAN/PACIFIC ISLANDER	4.16%	192
	BLACK	17.97%	829
	HISPANIC/LATINO	53.00%	2,445
	WHITE	23.39%	1,079
		<b>100.00%</b>	<b>4,613</b>
VIOLATION OF LAW	ASIAN/PACIFIC ISLANDER	7.25%	5
	BLACK	18.84%	13

## Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

06. Reason for Stop?			
VIOLATION OF LAW	HISPANIC/LATINO	40.58%	28
	WHITE	33.33%	23
		<b>100.00%</b>	<b>69</b>
<b>Total</b>			<b>7,729</b>
07. Was a Search Conducted?			
N	ALASKA NATIVE/AMERICAN INDIAN	1.60%	123
	ASIAN/PACIFIC ISLANDER	5.03%	388
	BLACK	19.17%	1,478
	HISPANIC/LATINO	41.81%	3,224
	WHITE	32.40%	2,498
		<b>100.00%</b>	<b>7,711</b>
Y	BLACK	11.11%	2
	HISPANIC/LATINO	83.33%	15
	WHITE	5.56%	1
		<b>100.00%</b>	<b>18</b>
<b>Total</b>			<b>7,729</b>
08. Reason for Search?			
CONSENT	HISPANIC/LATINO	100.00%	1
		<b>100.00%</b>	<b>1</b>
CONTRABAND IN PLAIN VIEW	WHITE	100.00%	1
		<b>100.00%</b>	<b>1</b>
INCIDENT TO ARREST	BLACK	11.11%	1
	HISPANIC/LATINO	88.89%	8
		<b>100.00%</b>	<b>9</b>
INVENTORY	HISPANIC/LATINO	100.00%	5

# Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

08. Reason for Search?			
		100.00%	5
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	1.60%	123
	ASIAN/PACIFIC ISLANDER	5.03%	388
	BLACK	19.17%	1,478
	HISPANIC/LATINO	41.81%	3,224
	WHITE	32.40%	2,498
		100.00%	7,711
PROBABLE CAUSE	BLACK	50.00%	1
	HISPANIC/LATINO	50.00%	1
		100.00%	2
<b>Total</b>			<b>7,729</b>
09. Was Contraband Discovered?			
N	BLACK	9.09%	1
	HISPANIC/LATINO	90.91%	10
		100.00%	11
Y	BLACK	14.29%	1
	HISPANIC/LATINO	71.43%	5
	WHITE	14.29%	1
		100.00%	7
<b>Total</b>			<b>18</b>
10. Description of Contraband			
ALCOHOL	HISPANIC/LATINO	100.00%	3
		100.00%	3
DRUGS	BLACK	33.33%	1

Spring Valley Village, TX PD

Jan 1, 2022 - Dec 31, 2022

## Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

10. Description of Contraband			
DRUGS	HISPANIC/LATINO	33.33%	1
	WHITE	33.33%	1
		<b>100.00%</b>	<b>3</b>
WEAPONS	HISPANIC/LATINO	100.00%	1
		<b>100.00%</b>	<b>1</b>
<b>Total</b>			<b>7</b>

11. Result of the Stop			
CITATION	ALASKA NATIVE/AMERICAN INDIAN	1.33%	71
	ASIAN/PACIFIC ISLANDER	4.38%	233
	BLACK	18.45%	982
	HISPANIC/LATINO	46.61%	2,481
	WHITE	29.23%	1,556
		<b>100.00%</b>	<b>5,323</b>
CITATION AND ARREST	HISPANIC/LATINO	100.00%	8
		<b>100.00%</b>	<b>8</b>
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	2.17%	52
	ASIAN/PACIFIC ISLANDER	6.48%	155
	BLACK	20.78%	497
	HISPANIC/LATINO	31.15%	745
	WHITE	39.42%	943
		<b>100.00%</b>	<b>2,392</b>
WRITTEN WARNING AND ARREST	BLACK	16.67%	1
	HISPANIC/LATINO	83.33%	5
		<b>100.00%</b>	<b>6</b>
<b>Total</b>			<b>7,729</b>

Spring Valley Village, TX PD

Jan 1, 2022 - Dec 31, 2022

## Texas TCOLE SB1187 Racial Profiling Report (2022)

12. Arrest Based On			
	HISPANIC/LATINO	100.00%	1
		100.00%	1
OUTSTANDING WARRANT	BLACK	12.50%	1
	HISPANIC/LATINO	87.50%	7
		100.00%	8
VIOLATION OF PENAL CODE	HISPANIC/LATINO	100.00%	1
		100.00%	1
VIOLATION OF TRAFFIC LAW	HISPANIC/LATINO	100.00%	4
		100.00%	4
<b>Total</b>			<b>14</b>

13. Was Physical Force Used?			
N	ALASKA NATIVE/AMERICAN INDIAN	1.59%	123
	ASIAN/PACIFIC ISLANDER	5.02%	388
	BLACK	19.15%	1,480
	HISPANIC/LATINO	41.91%	3,239
	WHITE	32.33%	2,499
		100.00%	7,729
<b>Total</b>			<b>7,729</b>

Was Arrest Due to Contraband Found?			
N	BLACK	7.69%	1
	HISPANIC/LATINO	92.31%	12
		100.00%	13
Y	HISPANIC/LATINO	100.00%	1
		100.00%	1
<b>Total</b>			<b>14</b>



# Regular Council Meeting Minutes

Tuesday, December 20, 2022, at 6:30 PM  
8301 Westview Drive, Houston, Texas 77055

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**This meeting was held in person with remote attendees present.**

**1. CALL TO ORDER** Mayor Buesinger called to order the Regular Council Meeting at 6:31 P.M.

1.A. Mayor Pro Tem Maddock gave the **Invocation**.

1.B. **Pledge of Allegiance**

1.C. **PRESENT**

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

**ABSENT**

Council Member David Schwarz

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

**2. CITIZEN'S COMMENTS**

**Ron Presswood, Burkhart Road**, said that Fire Chief Foster requested redaction of the statements made against him and asked for justification for Mayor Buesinger's actions as Fire Commission Chair.

**Liz Swain, Bunker Hill**, stated, that she has questions about the actions against the Fire Chief.

**Zandra Anderson, Mallie Court**, said that she has heard support for the Fire Chief from those that work with him and did not understand why his termination was sought.

**Nancy Friedman Taub, Pine Chase Grove**, stated that she sent emails to the Council asking for an explanation of the actions against Chief Foster but had not received a response. She said the service of the Village Fire Department has been exemplary. She read a petition aloud which included the names of 31 residents and verbally added five (5) more names.

**Kay Morgan, Pine Creek Lane**, said that she also didn't understand the actions against Chief Foster and stated that she would like her name to be added to the list on the petition. An audience member stated that she was already included.

**Regina Giovannini, Glourie Drive**, thanked the Council for their service on the behalf of the citizens. She said that she does not know of any reasons for the Fire Chief to be terminated and said that it appears that lack of communication has led to misunderstandings, personal animosity, and suspicion. She asked for an explanation of decisions before further action is taken.

**Cheryl Wolfe, Pine Chase Drive**, said that a previous serving commissioner was removed due to a lack of transparency and that since then she has not seen improved communication or transparency.

### **3. REPORTS TO COUNCIL**

3.A. **Police Report:** Captain Lane said that there were 286 calls for service in November, 163 being business checks, 88 public relations, and 11 traffic violations.

Captain Lane stated that the three (3) additional Flock license plate reader camera installation was a success; all are functional. He also said that the City of Houston has installed a camera at Wirt Road and I-10 which Spring Valley is also connected to. Council Member Crawford asked if all of the Memorial Villages had Flock cameras installed, and Captain Lane confirmed, "yes".

Captain Lane said that in preparation for the cold weather, homeowners should secure their sheds and outdoor buildings.

3.B. **Building Official Report:** There were no outstanding items to report.

3.C. **Engineer Report:** Engineer Vasquez said that they continue to review new construction plans. He stated that the **1209 Pine Chase Drive** inspection resulted in identifying some saplings and dead trees for removal.

Engineer Him stated that the **Wirt Road Safety Project** is still under review by the City of Houston and Harris County. He said that he has been communicating with Mr. Laguna on the design of the sidewalk and the need for updated utility surveys. Engineer Him said that Harris County Commission did not put the item on the November agenda, but had responded that they hoped to include it in the December meeting agenda.

Councilmember Carey asked about the asphalt patch on **Pine Creek Lane**. Engineer Him said that the patch will be redone after the construction at 12 Pine Creek Lane is complete, limiting the amount of heavy equipment driving over it.

**Robert Byrne, Bridle Spur Lane**, asked about the status of the erosion control project at 1310 Ridgeley Drive as he believes it to be complete and is concerned about the drainage infrastructure. Engineer Vasquez said that he will follow up with the contractor.

#### **4. DISCUSSION**

##### **4.A. Discussion of Tree Ordinance Limitations**

City Administrator Blevins said that she would like for the Council to review the Tree Ordinance. She stated that there are a lot of calls from citizens and council members asking if their neighbor has a permit to remove a tree and why it is being cut down. Administrator Blevins said that she appreciates the awareness of neighbors and wants to make sure that the ordinance protects the trees in the City.

Administrator Blevins said that the \$25 fee for a tree removal permit does not cover the cost of the arborist to inspect after removal. She stated that the City relies on the property owner to report the number of trees remaining after removal. Administrator Blevins said that for new homes there are inspections required before and after construction.

##### **4.B. Discussion of Artificial Turf Applications in Front Yard**

Administrator Blevins said that the City discourages property owners from installing artificial turf in the front yard, but there is no ordinance prohibiting it. She stated that the turf would not be allowed in the right-of-way.

Engineer Him said that the permeability of the artificial turf is dependent on the base material and if a waterproofing layer was installed.

Council Member Gordy said that standards should be developed for backyard applications as well.

##### **4.C. Discussion of the delayed lighting renovation project for the city hall building budgeted in FYE 22 and its effect on the FYE 23 Budget**

City Administrator Blevins said that the order for the light fixtures as part of the City Hall interior renovation has been delayed but that the carpeting and painting have been completed. Administrator Blevins said that she spoke with the City Auditor and was told that the expense could not be placed in Accounts Payable and therefore would not be in FYE 2022. She stated that the recommendation was to allow the leftover funds to flow into the fund balance and then transfer from there in FYE 2023. The lighting upgrade leftover funds were \$23,911.

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

##### **5.A. Discussion and Possible Approval of the City of Hilshire Village, Texas Ordinance Number 827-2022 providing for the holding of a General Election on May 6, 2023**

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

Administrator Blevins said the election is for council member positions three (3), four (4), and five (5).

**Nancy Friedman Taub, Pine Chase Grove**, asked for the candidate names to be posted on the City's website.

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

**The motion carried 4-0.**

5.B. **Discussion and Possible Approval of a payment plan to the Texas Comptroller of Public Accounts for sales taxes received erroneously**

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

Administrator Blevins said that a Hilshire Village citizen paid \$21,596.64 of sales tax to Hilshire Village which should have been paid to the City of Houston. She said Hilshire Village has to pay that money back but there is an option for installments of \$459 per month. She stated that the City is already engaged in a payment plan for undue sales tax from another entity with a remaining balance due of \$2,931.53.

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

**Motion carried 4-0.**

5.C. **Discussion and possible approval of a Village Fire Department Budget Transfer or Amendment to cover overtime for personnel for an emergency that might arise between now and December 31, 2022.**

Mayor Buesinger said that there is no action necessary on this agenda item. He stated that the Fire Commission was able to schedule an emergency meeting and had representation from each member city. Mayor Buesinger said that the commissioners approved a transfer of \$20,000 from the Salaries and Healthcare Fund to cover overtime expenses.

**6. CLOSED EXECUTIVE SESSION:** The Council did not convene into an executive session.

**7. REPORTS TO COUNCIL**

7.A. **Fire Commissioner's Report:** Mayor Buesinger said that the department is fully staffed and Fire Captain B. Croft is actively training with Fire Marshal Kattner. He stated that two (2) replacement ambulance chassis have been ordered and delivery is expected mid to late spring.

Mayor Buesinger said that the contractor has taken responsibility for the incorrect installation of the fire station roof. He stated that the roof will be replaced in sections to limit operational disruptions, and the project will not start until all materials have been received.

Mayor Buesinger stated that the commission approved a coating to be applied to the leaking annex roof including caulking around the windows to cost \$20,000.

Mayor Buesinger said that ambulance wall times are trending down, and the department has data on the area hospitals' patient admit time.

Mayor Buesinger said the next fire commission meeting is on January 25, 2023.

There were comments and questions from the audience regarding the Village Fire Department which were not discussed publicly per advice by Attorney Bounds.

7.B. **Mayor Buesinger's Report:** Mayor Buesinger thanked the City Council for their volunteered time and dedication.

7.C. **City Administrator's Report:** Administrator Blevins said that there is an additional invoice to be added to the Consent Agenda, it is from HDR Engineering and she reminded them of the deadline for council agendas.

Administrator Blevins stated that the **Lift Station Generator** will have the meter installed tomorrow by CenterPoint and should be functional before the freeze. Council Member Gordy said that he thinks there is room for a sliding gate to protect the equipment while allowing easy maintenance access. Engineer Him said that he would confer with colleagues but believes there needs to be sufficient clearance between the equipment and fencing for airflow.

7.D. **City Treasurer's Report:** Administrator Blevins provided the Council with check registers. There were no comments or questions.

## **8. CONSENT AGENDA**

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

8.A. Disbursements

8.B. Minutes from the Regular Council Meeting, November 15, 2022

8.C. Check Registers

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

**Motion carried 4-0.**

## **9. ADDITIONAL COUNCIL COMMENTS:** None

**10. FUTURE AGENDA TOPICS:** Tree Ordinance, Solar Panels, Artificial Turf, Playground Equipment, CenterPoint Street Light LED Upgrade.

## **11. ANNOUNCEMENTS**

11.A. **2023 Hilshire Village Holiday Schedule:** Secretary Stephens said that if a holiday falls on the weekend, then the City will observe the nearest adjacent weekday.

**12. ADJOURNMENT**

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

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

**Motion carried 4-0.**

The meeting was adjourned at 8:03 P.M.

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Robert F. Buesinger, Mayor

ATTEST:

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Cassie Stephens, City Secretary

CITY OF HILSHIRE VILLAGE  
Check Register  
For the Period From Dec 1, 2022 to Dec 30, 2022

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
8873	12/2/22	GFL Environmental	11114	6,799.59
8874	12/5/22	Sanchez Landscaping	11114	400.00
8875	12/5/22	Cary M. Moran	11114	80.00
8876	12/13/22	Centerpoint-Energy	11114	51.27
8877	12/19/22	A T & T	11114	133.41
8878	12/19/22	Hudson Energy Services L	11114	606.77
8879	12/20/22	HDR	11114	6,106.41
8880	12/20/22	Amegy Bank	11114	1,532.48
8881	12/20/22	Justin Lane	11114	200.00
8882	12/20/22	Harris Central Appraisal	11114	2,833.00
8883	12/20/22	City of Hedwig Village	11114	532.29
8884	12/20/22	OFFICE DEPOT	11114	239.64
8885	12/20/22	Olson & Olson, Attys at L	11114	2,498.00
8886	12/20/22	Municipal Code Corporati	11114	1,195.00
8887	12/20/22	Petty Cash	11114	42.23
8888	12/20/22	SHI GOVERNMENT SO	11114	2,149.92
8889	12/20/22	USIC	11114	555.03
ACH 1 12-02-22	12/2/22	Village Fire Department	11114	11,053.91
ACH 1 12-15-22	12/15/22	Stephens, Cassandra L.	11114	1,999.96
ACH 1 12-30-22	12/30/22	Ray, Lisa	11114	1,449.15
ACH 12-02-22	12/2/22	Villages Mutual Insurance	11114	4,589.38
ACH 12-15-22	12/15/22	Blevins, Susan N.	11114	3,295.62
ACH 12-30-22	12/30/22	Blevins, Susan N.	11114	3,295.62
ACH 2 12-02-22	12/2/22	Sprg. Valley GenFund- Pol	11114	50,736.75
ACH 2 12-15-22	12/15/22	Ray, Lisa	11114	1,449.15
ACH 2 12-30-22	12/30/22	Stephens, Cassandra L.	11114	1,999.96
ACH 3 12-02-22	12/2/22	Texas Municipal Retireme	11114	2,421.73
ACH 3 12-15-22	12/15/22	SAFEbuilt, LLC	11114	5,000.00
Electronic 12-06-22	12/6/22	A T & T	11114	385.94
Electronic 12-19-22	12/19/22	Internal Revenue Service	11114	2,349.63
Electronic 12-30-22	12/30/22	Internal Revenue Service	11114	2,349.63
Total				<u>118,331.47</u>

## CITY OF HILSHIRE VILLAGE - UTILITY FUND

## Check Register

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

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
4252	12/5/22	Cityof Houston#7099-300	11012	31,792.83
4253	12/5/22	City of Houston, Public W	11012	8,252.25
4254	12/6/22	A T & T	11012	400.23
4255	12/6/22	Hudson Energy Services L	11012	22.20
4256	12/20/22	USIC Locating Services	11012	948.54
4257	12/20/22	HDR	11012	1,045.15
4258	12/20/22	Inframark, LLC	11012	5,625.35
4259	12/20/22	TX Commission on Enviro	11012	771.75
4260	12/20/22	Texas Excavation Safety S	11012	28.50
4261	12/20/22	Texas Excavation Safety S	11012	27.55
4262	12/22/22	Inframark, LLC	11012	2,000.00
4263	12/22/22	Harry Gill	11012	286.28
4264	12/22/22	Steadfast Interests LLC	11012	385.27
4265	12/28/22	Lower Colorado River Aut	11012	500.00
Total				<u>52,085.90</u>

Reporting Period 4th Quarter      FYE 2023      (using actual bank statements)

Values as of                                      31-Dec-22

<u>Investments</u>			<u>Market Value as of 09/30/22</u>	<u>Market Value as of 12/31/22</u>	<u>% Int</u>	<u>Maturity</u>	<u>Account Name</u>
Petty Cash					0.00%		Operating
Checking Account	2500702761	Amegy Bank	\$226,466.41	\$217,497.93	0.00%		General Operating Fund includes \$100,303.36 belongs to Utility for grant payment
Checking Account	3692515	Amegy Bank	\$1,224.04	\$71,979.50	0.00%		Debt Service Account
Checking Account	2500702795	Amegy Bank	\$446,604.03	\$482,260.47	0.00%		Utility Fund* *Includes \$100,105.53 grant funds
Checking Account	2500702803	Amegy Bank	\$60,578.46	\$156,828.46	0.00%		Metro 1
Checking Account	2500702787	Amegy Bank	\$612,430.85	\$275,411.11	0.00%		General Fund (transfer funds to TexF
Checking Account	53740293	Amegy Bank	\$8,695.84	\$8,695.84	0.00%		Child Safety
<b>Total Checking Account</b>			<b>\$1,355,999.63</b>	<b>\$1,212,673.31</b>			
Tex Pool		Tex Pool	\$1,000,793.17	\$1,310,494.07	3.33%		General Fund
Tex Pool		Tex Pool	\$357,597.82	\$360,768.14	3.33%		Metro # 1
<b>Total Tex Pool</b>			<b>\$1,358,390.99</b>	<b>\$1,671,262.21</b>			Total Tex Pool
<b>Total Investments</b>			<b>\$2,714,390.62</b>	<b>\$2,883,935.52</b>			

These investments are in compliance with the investment policy of the City of Hilshire Village  
And with the relevant provisions of Chapter 2256 of the Texas Government Code.

*Susan Blevins*

Susan Blevins      1/11/2023